
City Council Meeting Agenda

Thursday, April 21, 2016

1:30 PM

City Hall Council Chamber



The Indian Wells City Council welcomes and encourages participation at 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. RECONVENE 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. [1376-16](#) **Proclamation Recognizing April 25, 2016 as Parental Awareness Day in the City of Indian Wells.**

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. [1377-16](#) **Structural and Civil Plan Check Services for Indian Wells Tennis Garden Stadium 1 Renovation**

RECOMMENDED ACTIONS:

Council **AWARDS** the contract to EsGil Corporation for structural and civil plan check services for the Indian Wells Tennis Garden Stadium 1, Phase II expansion in an amount not to exceed \$40,000; and

APPROVES a requisition for \$40,000 to EsGil Corporation paid for by the Indian Wells Tennis Garden as agreed to in the Reimbursement Agreement; and

APPROVES a Reimbursement Agreement with the Indian Wells Tennis Garden to pay for EsGil Corporation plan check services; and

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

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

B. [1380-16](#) **Demolition of City Owned Building at 45-300 Club Drive**

RECOMMENDED ACTIONS:

Council **AWARDS** demolition contract of the city owned building located at 45-300 Club Drive in the amount of \$41,128 to Demo Unlimited Incorporated; and

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

AUTHORIZES a 10% project contingency of \$4,100; and

APPROVES requisition in the amount \$45,228 for same.

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

- C. [1374-16](#) **Change Order to Armstrong Growers for Perennial Flowers in Medians and Parkways along Highway 111**

RECOMMENDED ACTION:

Council **APPROVES** change order in the amount of \$17,501.10 with Armstrong Growers for perennial flowers in medians and parkways along Highway 111 for Fiscal Year 2015-16.

Attachments: [Change Order](#)

- D. [RES-157-16](#) **Support the Reallocation of Judicial Resources**

RECOMMENDED ACTION:

Council **ADOPTS** Resolution urging the Governor, Legislature and Judicial Council to work together to reallocate judicial resources to ensure equal access to justice for all Californians.

Attachments: [Resolution](#)

- E. [1375-16](#) **Request for Report on Process to Select Banking Services**

- F. [1379-16](#) **January 7, 2016 City Council Meeting Minutes.**

RECOMMENDED ACTION:

Council **APPROVES** the January 7, 2016 City Council Minutes.

Attachments: [01-07-16 Minutes](#)

- G. [1382-16](#) **February 18, 2016 City Council Meeting Minutes.**

Attachments: [02-18-16 Minutes](#)

- H. [1395-16](#) **City Treasurer's Report for February 2016**

RECOMMENDED ACTION:

Council **RECEIVES** and **FILES** the City Treasurer's Report for February 2016.

Attachments: [City Treasurer's Report for February 2016.](#)

I. [1391-16](#) FAMD Warrants and Demands.

RECOMMENDED ACTION:

Council **APPROVES** the March 3, 2016 FAMD Warrants and Demands.

Attachments: [FAMD Warrants and Demands](#)

J. [1392-16](#) FAMD Warrants and Demands.

RECOMMENDED ACTION:

Council **APPROVES** the March 17, 2016 FAMD Warrants and Demands.

Attachments: [FAMD Warrants and Demands](#)

K. [1393-16](#) FAMD Warrants and Demands.

RECOMMENDED ACTION:

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

Attachments: [FAMD Warrants and Demands](#)

L. [1394-16](#) FAMD Warrants and Demands.

RECOMMENDED ACTION:

Council **APPROVES** the April 21, 2016 FAMD Warrants and Demands.

Attachments: [FAMD Warrants and Demands](#)

M. [1387-16](#) City Warrants and Demands.

RECOMMENDED ACTION:

Council **APPROVES** the March 3, 2016 City Warrants and Demands.

Attachments: [City Warrants and Demands](#)

N. [1388-16](#) **City Warrants and Demands.**

RECOMMENDED ACTION:

Council **APPROVES** the March 17, 2016 City Warrants and Demands.

Attachments: [City Warrants and Demands](#)

O. [1389-16](#) **City Warrants and Demands.**

RECOMMENDED ACTION:

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

Attachments: [City Warrants and Demands](#)

P. [1390-16](#) **City Warrants and Demands.**

RECOMMENDED ACTION:

Council **APPROVES** the April 21, 2016 City Warrants and Demands.

Attachments: [City Warrants and Demands](#)

6. PUBLIC HEARINGS

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

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

A. [RES-158-16](#) **Modification of Conditional Use Permit to Reconfigure
and Add New Club and Administrative Facilities at
Toscana Country Club**

RECOMMENDED ACTIONS:

Council **OPENS** the Public Hearing, takes any public testimony, **CLOSES** the Public Hearing; and

FINDS the project exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15301, Existing Facilities; and

ADOPTS Resolution approving a Modification to Conditional Use Permit No. 2000-01 to reconfigure and add new club and administrative facilities at Toscana County Club.

Attachments: [Resolution](#)
[Vicinity Ariel Map](#)
[Original Club Complex Site Plan](#)
[Modified Club Complex Site Plan](#)
[Remodeled Event Center Building](#)
[Fitness Pavilion](#)
[New Restaurant](#)
[Administrative Building](#)
[Subterranean Service Corridor](#)
[Environmental Letter](#)

B. [RES-159-16](#) **Extension of Conditional Use Permit for Indian Point Shopping Center Located at the Northwest Corner of Washington Street and Miles Avenue**

RECOMMENDED ACTIONS:

Council **OPENS** the Public Hearing, takes any public testimony, **CLOSES** the Public Hearing; and

FINDS the Indian Point Shopping Center Project time extension is justified and not detrimental to the public safety and welfare; and

ADOPTS Resolution approving a one-year time extension to expire on May 7, 2017 for Conditional Use Permit No. 2014-05 for the construction and operation of a 19,150 square foot commercial development known as the Indian Point Shopping Center, located at the northwest corner of Washington Street and Miles Avenue within Planning Area 4 of the approved Town Center Specific Plan.

Attachments: [Time Extension Request](#)

[Site Plan](#)

[Resolution](#)

7. SUCCESSOR AGENCY GENERAL BUSINESS

A. [1398-16](#) **Authorize Issuance of Series 2016 Refunding Bonds for Certain Outstanding Bonds of the Dissolved Redevelopment Agency of the City of Indian Wells**

RECOMMENDED ACTION:

Successor Agency **APPROVES** the execution and delivery of an indenture of trust relating thereto, and other documents; and

REQUESTS Oversight Board approval of the issuance of the Refunding Bonds, authorizing sale of bonds, approving the Preliminary Bond Official Statement and providing other matters properly relating thereto; and

ADOPTS Resolution authorizing the Issuance of Series 2016 Refunding Bonds in order to refund certain outstanding bonds of the dissolved Redevelopment Agency of the City of Indian Wells.

Attachments: [Resolution](#)
[Second Supplemental Indenture of Trust](#)
[Bond Purchase Agreement](#)
[Irrevocable Refunding Instructions 2006 A](#)
[Financial Advisors Report](#)
[Series 2016 Preliminary Official Statement](#)
[Bond Savings Refunding Plan](#)

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. [1378-16](#) **Place CV Link Question on November 8, 2016 Ballot - Mertens**

RECOMMENDED ACTION:

Council **DIRECTS** staff to prepare ballot measure language to require electorate approval of any portion of CV Link being built in or through Indian Wells.

A. Council Member Peabody

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

E. Mayor Reed

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

10. CITY ATTORNEY REPORTS AND COMMENTS

11. ADJOURNMENT

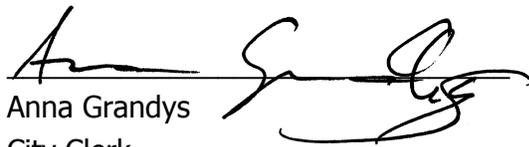
To a Special State of the City meeting of the City Council to be held at 6:00 p.m. on April 21, 2016 in the City Hall Council Chamber.

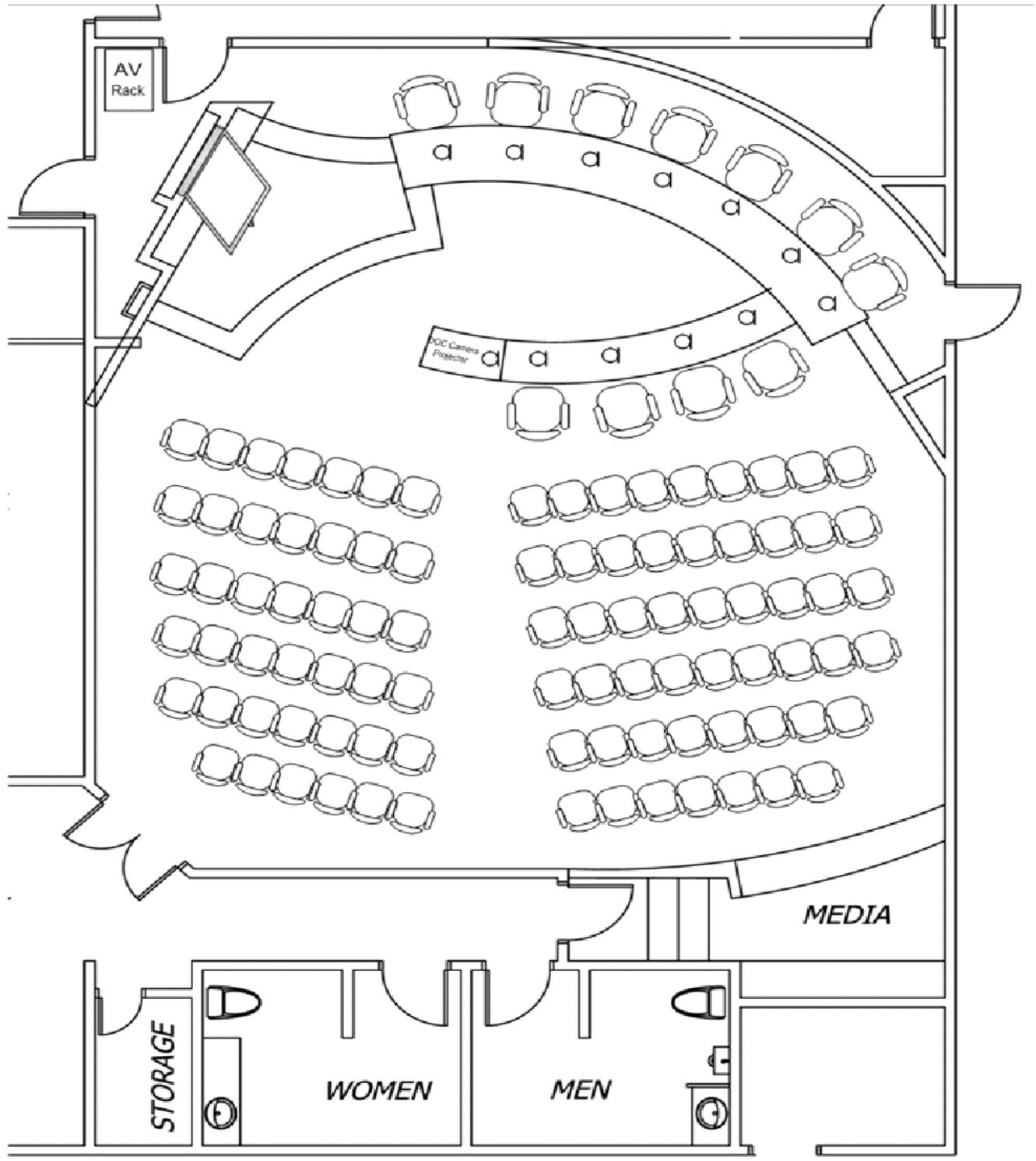
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (760) 346-2489. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.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

Affidavit of Posting

I, Anna Grandys, certify that on [date], I caused to be posted a notice of a City Council Meeting to be held on [date] at 1:30 p.m. in the City Hall Council Chamber.

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

4/21/2016

File #: 1376-16 **Item #:** A.

Proclamation Recognizing April 25, 2016 as Parental Awareness Day in the City of Indian Wells.



4/21/2016

File #: 1377-16 Item #: A.

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

Structural and Civil Plan Check Services for Indian Wells Tennis Garden Stadium 1 Renovation

RECOMMENDED ACTIONS:

Council **AWARDS** the contract to EsGil Corporation for structural and civil plan check services for the Indian Wells Tennis Garden Stadium 1, Phase II expansion in an amount not to exceed \$40,000; and

APPROVES a requisition for \$40,000 to EsGil Corporation paid for by the Indian Wells Tennis Garden as agreed to in the Reimbursement Agreement; and

APPROVES a Reimbursement Agreement with the Indian Wells Tennis Garden to pay for EsGil Corporation plan check services; and

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

DISCUSSION:

Background

The Indian Wells Tennis Garden (IWTG) is on a fast track to start construction of Stadium 1, Phase II improvements following the conclusion of the 2016 BNP Paribas Tennis Tournament. The scope of work for Phase II improvements includes:

- An upgrade to the exterior architectural design of the stadium to match the newly completed Stadium 2.
- Renovations of the private suites to include additional square footage and bathrooms.
- Additional bathrooms on all levels of the facility. The upper level does not currently have restrooms.
- Additional food and beverage areas on all levels of the facility. The upper level does not

currently have food and beverage facilities.

- Redesign of the existing exterior decks on the north and south sides of the facility to accommodate dining and practice area viewing.
- Modification to the large video screen area on the east end of the building to enhance the visual experience.
- Addition of television studios (e.g. ESPN and Tennis Channel) on the east side of the facility near the large video screen.
- Reconfiguration of the dock and storage area at the northwest corner of the facility.
- Addition of a small food and beverage building near the player's entry.

Analysis

Staff contacted EsGil Corporation ("EsGil") to provide plan check services for Phase II of Stadium 1 improvements, as EsGil has handled all the IWTG structural and civil plan check services since the Stadium 2 project in 2012. The size and complexity of the project, the limited time to complete the structural and civil plan check, and the experience EsGil has with the Tennis Garden facility all factored into the decision. Both City Staff and the IWTG are comfortable with using the firm again for this project. The cost of plan check services is the same hourly rate as the previous IWTG projects and will not exceed \$40,000. In addition, the City requested an additional \$15,000 from IWTG to cover the City's 20% administrative fee and for any special inspection services.

FISCAL IMPACT:

There is no fiscal impact to the City. The City and IWTG entered into a Reimbursement Agreement for plan check and special inspection services for the project. The IWTG will deposit a total of \$55,000 with the City to cover all costs. The City will reimburse IWTG any remaining deposit balance once the project is complete.

ATTACHMENTS:

1. Contract
2. Requisition
3. Reimbursement Agreement

**CITY OF INDIAN WELLS
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this **1st** day of **May, 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 92210-7497 (“City”) and **EsGil**, a **Corporation** with its principal place of business at **9320 Chesapeake Drive, Suite 208, San Diego, CA 92123** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the **Indian Wells Tennis Garden Stadium 1 Renovations Phase 2** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **May 1, 2016** to **March 31, 2017**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that it has

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each

insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Forty Thousand and 00/100 Dollars (\$40,000.00)** without written approval of City's **Community Development Director**. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 [Intentionally Omitted]

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

EsGil Corporation
9320 Chesapeake Drive, Suite 208
San Diego, CA 92123
Attn: Kurt Culver

City:

City of Indian Wells
44-950 Eldorado Drive, Indian Wells
California 92210-7497
Attn: Warren Morelion, Community Development Director

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

3.5.5 [INTENTIONALLY OMITTED]

3.5.6 Indemnification. Consultant shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent such claim arises out of or is incident to the negligence, recklessness, or willful misconduct of Consultant, its officials, officers,

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

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

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

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

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

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

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

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to

City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6 Subcontracting.

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

CITY OF INDIAN WELLS

ESGIL CORPORATION

By: _____
Wade G. McKinney
City Manager

By: _____
Kurt Culver, S.E.
President

Attest:

Anna Grandys
City Clerk

By: _____
Charles Medenhall, S.E.
Vice President

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Warren Morelion, AICP
Community Development Director

EXHIBIT “A”

SCOPE OF SERVICES

Provide plan check services for the Indian Wells Tennis Garden Stadium 1 Renovation:

During the plan review process, our staff is prepared to meet with the applicant, designers, City employees or consultants. Telephone discussions or meetings at project sites are welcomed to ensure that any plan review issues are handled as efficiently as possible.

PROPOSED TURNAROUND TIMES (*business days*)

INDIAN WELLS TENNIS GARDEN STADIUM 1 RENOVATION

DAYS

Initial Review	10-12 days
Rechecks	5-7 days
Plan Changes	5-7 days

EXHIBIT “B”

SCHEDULE OF SERVICES

The term of this Agreement shall be from May 1, 2016 to March 31, 2017, unless earlier terminated as provided herein.

EXHIBIT “C”
COMPENSATION

The plan review for this project will be provided on an hourly basis, with a not-to exceed amount of \$40,000.00. This includes building review, as well as, grading plan check.

EsGil Corporation Hourly Rates

Supervising Structural Engineer	\$135.00
Structural Engineer	\$120.00
CASp / LEED Plans Examiner	\$120.00
Civil Engineer	\$105.00
Electrical Engineer	\$105.00
Mechanical Engineer	\$105.00
I.C.C. Plans Examiner	\$90.00



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

SERVICES REQUISITION

DATE	DEPARTMENT
4/11/2016	Building

Terms: **Net 30 Days**

VENDOR: EsGil

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

VENDOR #: 00408

DESCRIPTION	PRICE
15/16 Building Plan Check Services for IW Tennis Garden Stadium 1 Phase 2 Renovations	40,000.00
	-
	-
	-
	-
	-
TOTAL	\$ 40,000.00

ACCOUNT NUMBER	BUDGET AVAILABLE
101.42.01.05310.000	40,000.00
	-
	-
TOTAL	\$ 40,000.00

PREPARED BY: Sonia Hapner DATE: 4/11/2016

REQUISITION CHECKLIST:

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

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

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
 4.11.16	Attachment 2	31
Department Head or Designee Date	Finance Director or Designee Date	City Manager or Designee Date

REIMBURSEMENT AGREEMENT

Between

THE CITY OF INDIAN WELLS
a California charter city
and municipal corporation,

and

GARDEN OF CHAMPIONS LLC
a limited liability company

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”) is made this 1st day of May, 2016, by and between the City of Indian Wells, a California charter city and municipal corporation, (the “City”), and Garden of Champions LLC, a limited liability company (“Developer”).

RECITALS

This Agreement is made with respect to the following facts.

- A. The Developer is the fee simple owner of that certain real property in the City of Indian Wells consisting of Assessor’s Parcel Nos. (“APN”) 633-360-030, 32, 034 and 035 (the “Property”).
- B. The Developer now wishes to develop and improve the Property by construction of and installation of certain improvements to or within Stadium 1 such as upgrading the exterior architectural design, renovations of the private suites, additional bathrooms on all levels of the facility, additional food and beverage on all levels of the facility, redesign of the existing exterior decks and reconfiguration of the dock and storage area (the “Project”).
- C. The Developer understands and agrees that in order to undertake and complete the Project, the Developer must apply to the City for approval of building permits (“Project Applications”). Both the City and the Developer acknowledge that in order for the City to consider and take action concerning the Project Applications, the City must retain the services of a plan check consultant (“Project Consultant”).
- D. The Developer desires and intends to reimburse the City for the reasonable fees and costs billed to the City by the Project Consultant for purposes of enabling the City to consider and take action on the Project Applications (“Fees and Costs”). The Developer’s reimbursement of Fees and Costs to the City under this Agreement will help ensure that the City has the necessary resources to diligently and efficiently consider and take action on the Project Applications.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises and agreements, the City and the Developer agree as follows:

SECTION 1.

Incorporation of Recitals. The parties agree that the Recitals constitute the factual basis upon which City and the Developer have entered into this Agreement. The City and the Developer each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth herein.

SECTION 2.

Selection of Project Consultant; Reimbursement of the City's Costs and Expenses. As a necessary and indispensable part of its consideration of and action on the Project Applications, the City and the Developer agree that the City shall retain any such Project Consultant as the City may deem reasonable and necessary in the City's sole and absolute discretion. The City shall have the exclusive right to select the Project Consultant and to determine the tasks to be undertaken and completed by the Project Consultant. The Developer agrees to reimburse the City one hundred percent (100%) of the Fees and Costs; provided such Fees and Costs must only be in respect of work related to consideration of the Project Applications and for no other project or City purpose.

SECTION 3.

The City's Control of Project Consultant. The Developer further understands and agrees that notwithstanding its reimbursement obligations as set forth in Section 2 hereof, the Project Consultant shall be the contractors and agents exclusively of the City and not of the Developer. Except for those disclosures required by law including, without limitation, the California Public Records Act, all conversations, notes, memoranda, correspondence and other forms of communication by and between the City and its City Attorney and any other legal counsel retained by the City, and between the City Attorney and such other legal counsel retained by the City, on the one hand, and other Project Consultant, on the other hand, shall be to the extent permissible by law privileged and confidential pursuant to attorney/client, work product, deliberative process or other privileges. The Developer agrees that it shall have no claim to, nor shall it assert any right of ownership in, any reports, correspondence, plans, maps, drawings, news releases or any other documents or work product produced by the City Attorney or other legal counsel retained by the City, or produced by the Project Consultant for the City Attorney or such other legal counsel retained by the City.

SECTION 4.

Payment by the Developer of Fees and Costs. The Developer shall pay to the City all Fees and Costs as follows. Within three (3) business days of its execution of this Agreement, the Developer shall deposit with the City cash in the sum of FIFTY FIVE THOUSAND DOLLARS (\$55,000) (the "Deposit") (currently based on estimated Fees and Costs of \$40,000 for Plan Check Services, \$7,000 for Special Inspection Services and \$8,000 for City staff and administration costs). From time to time, the City shall draw upon the Deposit in order to pay the Project Consultant for Fees and Costs billed from time to time by the Project Consultant. If the City in its sole and absolute discretion determines that additional funds will be required to pay the Fees and Costs, the City Manager shall make advance written demand upon the Developer for such additional funds as soon as the need for additional Fees and Costs is reasonably foreseeable. The Developer shall deposit such additional funds with the City within ten (10) calendar days of the date of receipt of such demand. Should the Developer have questions or require further clarification regarding the demand, the Developer shall promptly request of the City such information needed to resolve any questions or clarification within said ten (10) calendar day period. The parties agree to meet as expeditiously as possible and negotiate in good faith within said ten (10) day period to resolve any disputes concerning the

demand. Notwithstanding the above, the Developer understands and agrees that the Developer is required to deposit the funds pursuant to the demand of the City within said ten (10) calendar day period, but may indicate in writing that the Developer is depositing such funds with the City under protest regarding all or any portion of the disputed amount.

Within sixty (60) calendar days following the date of final action by the City on the Project Applications, the City shall refund to the Developer any and all unexpended portions of the foregoing deposits, after payment or provision for payment of all Fees and Costs. The City shall not have any obligation to accrue or pay interest on any funds deposited by the Developer with the City.

SECTION 5.

Term. The term of this Agreement shall commence on the date that this Agreement has been approved by City and is fully executed by the parties and shall terminate ninety (90) calendar days following the date that the City takes final action concerning the Project Applications; provided, however, that the obligation of the Developer to pay for the Fees and Costs shall survive the termination of this Agreement.

SECTION 6.

Assignability. This Agreement may not be assigned by either the City or the Developer without the prior and express written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee.

SECTION 7.

No Oral Modifications. This Agreement represents the entire understanding of the City and the Developer with respect to the matters set forth in this Agreement, and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified only by a writing signed by both the authorized representatives of both the City and the Developer.

SECTION 8.

Binding Upon Successors. This Agreement and each of its terms shall be binding upon the City, the Developer, and their respective officers, elected officials, employees, agents, volunteers, directors, contractors, and permitted successors and assigns.

SECTION 9.

Legal Challenges and Indemnification. Nothing herein shall be construed to require the City to defend any third party claims and suits challenging any action taken by the City with regard to any procedural or substantive aspect of the City's consideration of and potential approval of any or all of the Project Applications. The Developer may, however, in its sole and absolute discretion, appear as real party in interest in any such third party action or proceeding,

and in such event, the Developer and the City shall defend such action or proceeding and the Developer shall be responsible for all reasonable attorneys' fees and costs, in their entirety, which may be incurred by the City in defense of such action or proceeding. City shall consult with the Developer regarding the retention of legal counsel; provided, however, the City shall have the right to select such legal counsel as the City deems reasonable and appropriate.

Notwithstanding any provision herein to the contrary, the Developer agrees to indemnify, defend and hold harmless the City and its officials, officers, employees and agents from and against any order, award, or judgment against the City for attorneys' fees, costs or damages resulting from the consideration and any approval of one or more of the Project Applications, including without limitation any appeal, except to the extent arising from the gross negligence or willful misconduct of the City and/or its officials, officers, employees, and agents.

SECTION 10.

Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either the City or the Developer against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its actual attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and attorneys' fees on appeal.

SECTION 11.

Jurisdiction and Venue. This Agreement is executed and is to be performed in the City of Indian Wells, Riverside County, California, and any action or proceeding brought relative to this Agreement shall be heard in the appropriate court in the County of Riverside, California. The City and the Developer each consent to the personal jurisdiction of the court in any such action or proceeding.

SECTION 12.

Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, the City and the Developer both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

SECTION 13.

Headings. The headings of each Section of this Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as the dates set forth below.

**THE CITY OF INDIAN WELLS, a
California charter city and municipal
corporation**

**GARDEN OF CHAMPIONS LLC,
a California limited liability company**

By: _____
Wade G. McKinney
City Manager

By: _____
Raymond J. Moore
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Stephen P. Deitsch
City Attorney

ATTESTED TO:

By: _____
Anna Grandys
City Clerk

By: _____
Warren Morelion, AICP
Community Development Director/
Building Official



4/21/2016

File #: 1380-16 Item #: B.

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

Demolition of City Owned Building at 45-300 Club Drive

RECOMMENDED ACTIONS:

Council **AWARDS** demolition contract of the city owned building located at 45-300 Club Drive in the amount of \$41,128 to Demo Unlimited Incorporated; and

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

AUTHORIZES a 10% project contingency of \$4,100; and

APPROVES requisition in the amount \$45,228 for same.

DISCUSSION:

Council directed Staff, at the November 19, 2015 Council meeting, to solicit bids for the demolition of the City owned building at 45-300 Club Drive. The City requested bids from three local demolitions firms. The bid results are as follows:

Demo Unlimited, Inc.	\$41,127.50
Emery Construction	\$44,820
Mascorro Concrete	Declined to bid

Demolition services include slab foundation, flatwork and finish grade. Gravel will be placed to stabilize the vacant lot once the demolition is complete. Staff notified the Indian Wells Plaza Association of the City's intent to demo the 45-300 building in late May. Their response was positive and they are in support of the project. Staff will coordinate with the Association and develop a landscape plan for the vacant site.

Staff, in coordination with the Sheriff's and Fire Departments, is using this opportunity to utilize the **39**

File #: 1380-16 **Item #:** B.

building for critical public safety training prior to demolition of the building. The Police Department will conduct building entry exercises. The Fire Department will conduct drills involving controlled fire and smoke simulation devices. The structure itself will not be burned or substantially modified by either of the department's drills. Surrounding residents will be notified in advance of the scheduled public safety training.

FISCAL IMPACT:

Funds are budgeted in the City's Capital Improvement Schedule for the demolition of the 45-300 Club Drive building.

ATTACHMENTS:

1. Contract
2. Requisition



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

45300 CLUB DRIVE DEMOLITION

This Contract is made and entered into this **21st** day of **April, 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 **Demo Unlimited, Inc.**, a **California Corporation** with its principal place of business at **81-750 Avenue 50, Indio, CA 92201** (“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 building **demolition** 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 **45-300 Club Drive Demolition** 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 **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 Inviting Proposals dated March 3, 2016.**

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 **twelve 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 dollars (\$250.00) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

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

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

7. Substitutions / "Or Equal".

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

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

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

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

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

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

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

11. Compensation and Payment.

11.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Forty-one Thousand One Hundred Twenty-seven and 50/100 Dollars (\$41,127.50)** ("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 subcontract under him, in violation of the provisions of the Labor Code.

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

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

27.4 Payroll Records. If the Total Contract Price exceeds \$25,000, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other

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

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

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

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

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

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

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

effective at the time the City tender final payment to the Contractor, without further acknowledgment by the Parties.

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

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

33. Prohibited Interests.

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

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

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

35. General Provisions.

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

<u>City</u>	<u>Contractor</u>
City of Indian Wells	Demo Unlimited, Inc.
44-950 Eldorado Drive	81750 Avenue 50
Indian Wells, CA 92210	Indio, CA 92201
Attn: Public Works Director	Attn: Carolyn Curci

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

DEMO UNLIMITED, INC.

By: _____
Wade G. McKinney
City Manager

By: _____
Carolyn Curci
President

Attest: _____
Anna Grandys
City Clerk

Attest: _____
Mel Curci
Treasurer

473328 A, C21

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

Not Applicable

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
4/13/2016	Public Works

Terms: Net 30 Days

VENDOR: Demo Unlimited, Inc.
 81750 Avenue 50
 Indio, CA 92201

VENDOR PHONE: 760-775-5884
 VENDOR FAX: 760-342-5898
 VENDOR EMAIL:
 DEPT. CONTACT: Ken

VENDOR #:

DESCRIPTION	PRICE
FY 15-16 Demolition of City Owned Building at 45300 Club Drive	45,227.50
	-
	-
	-
TOTAL	\$ 45,227.50

ACCOUNT NUMBER	BUDGET AVAILABLE
316.93.38.06731.000	45,227.50
	-
TOTAL	\$ 45,227.50

PREPARED BY: Mirian

DATE: 4/13/2016

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: _____
 Risk Manager

DATE: _____

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
<i>K.A. Daniels</i> 04/13/2016	Attachment 2	65
Department Head or Designee Date	Finance Director or Designee Date	City Manager or Designee Date



4/21/2016

File #: 1374-16 Item #: C.

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

Change Order to Armstrong Growers for Perennial Flowers in Medians and Parkways along Highway 111

RECOMMENDED ACTION:

Council **APPROVES** change order in the amount of \$17,501.10 with Armstrong Growers for perennial flowers in medians and parkways along Highway 111 for Fiscal Year 2015-16.

DISCUSSION:

One of the distinguishing features of the City of Indian Wells is the landscaping along Highway 111. Perennial flowers provide the color to the City's distinctive landscape palate and are purchased in the fall and spring of each year.

The initial requisition for landscape material purchase was for the fall flowers. The attached change order amount represents material purchases for spring flowers. Subsequent planting budgets will reflect the full year planting cost estimates.

FISCAL IMPACT:

Various accounts fund landscape materials which have sufficient budget to support the change order in the amount of \$17,501.10.

ATTACHMENT:

1. Change Order



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

CHANGE ORDER

DATE	DEPARTMENT
03/29/16	Public Works

VENDOR: Armstrong Growers

VENDOR #: 276

PURCHASE ORDER #

012183

PO DESCRIPTION:

FY 15/16 Citywide Flowers Landscape Supply

JUSTIFICATION:

Order for Summer Flowers

Account Number	Original Amount	Increase (Decrease)	Adjusted Total	Budget Available
101.84.20.05640.000	13,283.79	13,583.12	26,866.91	
272.84.02.05640.000	1,504.82		1,504.82	
275.84.08.05640.000	2,447.84	2,755.01	5,202.85	
280.84.19.05640.000	120.39	135.49	255.88	
282.84.22.05640.000	200.64	225.82	426.46	
284.84.13.05640.000	210.67	237.11	447.78	
284.84.21.05640.000	220.71	248.40	469.11	
285.84.24.05640.000	280.90	316.15	597.05	
	-	-	-	
	-	-	-	
TOTAL:	18,269.76	17,501.10	35,770.86	

Prepared By: Mirian

Date: 03/29/16

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

Change Order Checklist:

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

Insurance Certificate(s) and indemnification.

_____ Risk Manager Approval

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

AUTHORIZED SIGNATURES

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

City Council Approval:

Meeting Date: _____

Item No. _____

67

Attachment 1



4/21/2016

File #: RES-157-16 Item #: D.

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

Support the Reallocation of Judicial Resources

RECOMMENDED ACTION:

Council **ADOPTS** Resolution urging the Governor, Legislature and Judicial Council to work together to reallocate judicial resources to ensure equal access to justice for all Californians.

DISCUSSION:

The Presiding Judge of the Riverside Superior Court, Harold Hopp, is requesting resolutions in support of the Governor, Legislature and Judicial Council to shift funded judicial positions where they are needed the most, Riverside and San Bernardino Counties. According to the Judicial Council's 2014 update of the Judicial Needs Assessment, San Bernardino Superior Court has 86 judges and needs 57 more;

Riverside Superior Court has 76 and needs 51 more. The Inland Empire Counties rank first and second respectively in terms of judicial need throughout the state.

Senate Bill (SB) 229, introduced by Senator Richard Roth, would have appropriated \$5 million from the General Fund for the purpose of funding 12 superior court judge positions currently authorized by the Legislature but never funded. This bill passed both houses of the Legislature without a dissenting vote; however the Governor vetoed the bill on October 8, 2015.

In the veto message the Governor wrote, "I am aware that the need for judges in many courts is acute - Riverside and San Bernardino are two clear examples. However, before funding any new positions, I intend to work with the Judicial Council to develop a more system wide approach to balance the workload and the distribution of judgeships around the state."

In the proposed budget released in January, the Governor proposed working with the Judicial Council to reallocate up to five vacant superior court judgeships, together with funding for staff and security complements needed to support and implement the proposal. This would shift judgeships where the workload is highest without increasing the overall number of judges statewide.

ATTACHMENT:

File #: RES-157-16 **Item #:** D.

1. Resolution

RESOLUTION NO. 2016-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, URGING THE GOVERNOR, LEGISLATURE AND JUDICIAL COUNCIL TO WORK TOGETHER TO REALLOCATE JUDICIAL RESOURCES TO ENSURE EQUAL ACCESS TO JUSTICE FOR ALL CALIFORNIANS

WHEREAS, the population of Riverside County and San Bernardino Counties has grown 37 percent over the last 15 years, but funded judicial positions have not increased sufficiently to meet the increased need, resulting in lengthy delays for the residents of these counties in accessing justice through their courts; and

WHEREAS, San Bernardino and Riverside Counties have two of the highest caseload ratios per judge in the State; and

WHEREAS, the Chief Justice and Judicial Council, through modification of the Workload Allocation Funding Model, have taken significant initial steps to promote equal access to justice by creating a model to allocate funding more equitably to the trial courts; and

WHEREAS, according to the 2014 Judicial Needs Assessment, San Bernardino County has a need for 57 additional judges, and Riverside County a need for 51 additional judges, more than any other counties in the State and ranked first and second, respectively, in terms of need; and

WHEREAS, in 2015, SB 229, which would have funded 12 additional judgeships in California, including 4 in San Bernardino County and 3 in Riverside County, was passed by the legislature unanimously but vetoed by the Governor; and

WHEREAS, in his veto message, the Governor stated: "I am aware the need for judges in many courts is acute- Riverside and San Bernardino are two clear examples. However, before funding new positions, I intend to work with the Judicial Council to develop a more system wide approach to balance the workload and the distribution of judgeships around the state"; and

WHEREAS, the Governor's 2016-17 budget proposes to reallocate up to 5 vacant judgeships and the staffing and security complements needed to support them to areas where workloads are highest.

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF INDIAN WELLS
HEREBY RESOLVES:**

SECTION 1. The Governor, Legislature, and Judicial Council are hereby urgently requested to work together to create and implement an acceptable methodology which allocates funded judicial positions, with funding for support staff and court security, where they are needed most- most urgently in Riverside and San Bernardino Counties- so that all California residents can enjoy equal access to justice.

SECTION 2. This Resolution shall take effect upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at a regular meeting held on this 21st day of April, 2016.

**DANA W. REED
MAYOR**

CERTIFICATION FOR RESOLUTION NO. 2016-___

I, Anna Grandys, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Indian Wells on the 21st day of April, 2016, by the following vote:

AYES:
NOES:

ATTEST:

APPROVED AS TO FORM:

**ANNA GRANDYS
CITY CLERK**

**STEPHEN P. DEITSCH
CITY ATTORNEY**



4/21/2016

File #: 1375-16 Item #: E.

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

Request for Report on Process to Select Banking Services

DISCUSSION:

Background

Council requested, at the March 3, 2016 meeting, Staff outline the process used to select banking services for the City. In July 2015, Staff issued a Request for Proposal (RFP) for banking services in accordance with the City's Fiscal Policies and Procedures Manual. The RFP was sent to seven local banks including three (Bank of the West, One West Bank, and Pacific Western Bank) located in Indian Wells.

The City received four proposals:

1. Bank of the West
2. Pacific Western Bank
3. Wells Fargo Bank
4. Union Bank

Analysis

Staff reviewed the received proposals including the schedule of fees. All four of the banks met the City's requirements for banking services e.g., deposits, electronic transfers, payroll wires, fraud protection, and online services. To ensure a fair comparison of the fees, the four banks were provided the City's bank statement and account analysis for August 2015. Three of the four banks applied their fees to the account analysis less earnings credit to derive the proposed net monthly charges to the City.

The proposed monthly fees are as follows:

- | | |
|-------------------------|------------------|
| 1. Bank of the West | \$155.25 |
| 2. Pacific Western Bank | \$ 0.00 |
| 3. Wells Fargo Bank | \$171.07 |
| 4. Union Bank | Did not complete |

Staff chose to maintain banking services with Pacific Western Bank based on the reliability of banking services, excellent customer service, and competitive fees. The annual cost of banking services did not reach the \$25,000 threshold established in the City's Fiscal Policies and Procedures Manual therefore; approval did not come before the City Council. Staff provided updates to Council regarding the bank services RFP process on September 4, 2016 and September 18, 2016.



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

4/21/2016

File #: 1379-16 **Item #:** F.

January 7, 2016 City Council Meeting Minutes.

RECOMMENDED ACTION:

Council **APPROVES** the January 7, 2016 City Council Minutes.

City Council

Meeting Minutes

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.

Unofficial

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

Mayor Reed convened the City Council of the City of Indian Wells at 1:30 p.m. on January 7, 2016 in the City Hall Council Chamber. Mayor Reed requested a moment of silence for Denny Booth.

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 Council Member Mertens, seconded by Mayor Pro Tem Balocco, to approve the Agenda as Amended.. The motion carried by the following vote:

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

NOES: 0

3. PROCLAMATIONS AND PRESENTATIONS

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

National Date Festival Queen Tyler Kelleher and her court, Princesses Vanessa Gaytán and Selena Andrews, invited the residents and the City Council to attend the 2016 Riverside County Fair and National Date Festival from February 12 through February 21. The Queen and her Court highlighted the events and entertainment available at this year's Festival.

4. PUBLIC COMMENTS

Ms. Adele Ruxton, representative of the Indian Wells Historic Foundation, thanked the Council for the Carl Bray Monument and asked for additional storage for historical items. Mr. Quinton Egson, representative for Boys & Girls Club, thanked the City for grant funding. Ms. Marissa Willman, representative for Get Tested Coachella Valley, introduced their campaign in an effort to get the community to get tested and make HIV testing routine. Mr. Bob Mitchell, resident, commented on Lt. Peterson presentation at the Indian Wells Villas, topics included terrorism, scams, DUI and texting. Mr. Randy Nolen, resident, commented on the 2012 campaign mailers.

5. CONSENT CALENDAR

Council Member Hanson stated he would abstain from voting on Consent Calendar Item #H. Council Member Balocco stated he would recuse from voting on Consent Calendar Item #H line item check #48610 as he is the CEO of Desert Arc and was advised by the City Attorney to recuse from voting on the one line item. Mayor Dana Reed stated he would recuse from voting on Consent Calendar Items #G and #H except the approval on line item check #48610, as his law firm has two clients who are payee listed as vendors.

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

It was determined to **APPROVE** the Memorandum of Understanding for Countywide Collision Records Database between the County of Riverside Transportation Department and the City; and

AUTHORIZE and **DIRECT** the City Manager to execute the same.

This Recommendation was Approved.

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

It was determined to **RECEIVE** and **FILE** 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.

This Recommendation was Received and Filed.

E. December 17, 2015 City Council Meeting Minutes

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

This Minutes was Approve the Minutes as Submitted.

F. Treasurer's Report for October 2015

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

This Recommendation was Approved.

Approval of the Consent Agenda

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

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

NOES: 0

B. Miscellaneous Curb, Gutter and Drainage Repairs

It was determined to **AWARD** maintenance contract to J.H. Thompson and Sons for Citywide miscellaneous concrete and drainage repairs in the amount of \$42,625; and

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

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

APPROVE requisition for \$42,625, includes a 10% project contingency of \$4,262 for additional repairs.

A motion was made by Council Member Hanson, 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. 2016 City Council Committee Assignments

City Clerk Anna Grandys stated the FPPC Form 806 needs to be amended by adding the Riverside County LAFCO with Council Member Hanson as the appointed representative.

It was determined to **APPROVE** the 2016 City Council Committee Assignments; and

APPROVE AS AMENDED the Fair Political Practices Commission (FPPC) Form 806, by adding adding the Riverside County LAFCO with Council Member Hanson as the appointed representative.

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

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

NOES: 0

G. FAMD Warrants and Demands

Mayor Dana Reed stated he would recuse himself from voting on Consent Calendar Items #G.

It was determined to **APPROVE** the FAMD Warrants and Demands for January 7, 2016.

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

AYES: 4 - Balocco, Hanson, Mertens, Peabody

NOES: 0

RECUSED: 1 - Reed

H. City Warrants and Demands

Council Member Hanson stated he would abstain from voting on Consent Calendar Item #H. Mayor Pro Tem Balocco stated he would abstain from Item #H, line item check #48610 only. Mayor Reed stated he would recuse himself from item #H, except for the approval of line item check #48610.

It was determined to **APPROVE** check #48610 on the City Warrants and Demands for January 7, 2016.

A motion was made by Council Member Peabody, seconded by Mayor Pro Tem Balocco, that check #48610 be Approved. The motion carried by the following vote:

AYES: 3 - Mertens, Peabody, Reed

NOES: 0

ABSTAIN: 1 - Hanson

RECUSED: 1 - Balocco

It was also determined to **APPROVE** the City Warrants and Demands for January 7, 2016, except for check #48610.

The Warrants and Demands were Approved.

AYES: 3 - Balocco, Mertens, Peabody

NOES: 0

ABSTAIN: 1 - Hanson

RECUSED: 1 - Reed

6. PUBLIC HEARINGS

Unofficial

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

Mayor Reed opened the public hearing at 2:07 p.m. to hear testimony in favor of or against Ordinance No. 694; hearing none, Mayor Reed closed the public hearing.

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

INTRODUCE 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.

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

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

NOES: 0

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

Ms. Katie Rourke, Conservation Manager from CVWD, stated Cal Water Board released proposed regulator framework which reduced CVWD mandatory reduction level by 4% to 32%.

Mayor Reed opened the public hearing at 2:13 p.m. to hear testimony in favor of or against Ordinance No. 695; hearing none, Mayor Reed closed the public hearing.

It was determined to **FIND** 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

INTRODUCE 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.

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

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

NOES: 0

7. GENERAL BUSINESS

A. CV Link Virtual Town Hall Survey

Ms. Erica Felci, CVAG's Governmental Project Manager stated CVAG is looking forward to working with all the cities. Mr. Andy Elchuck, resident, requested construction and maintenance costs be added to the CV Link survey and suggested broad questions.

Mayor Reed requested a formation of a subcommittee with Council Members Balocco and Peabody for CV Link issue.

It was determined to **DIRECT** staff to revise language for the public opinion piece and bring it back at the next meeting.

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

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

NOES: 0

B. City's 2016 Legislative Priorities

It was determined to **APPROVE** the City's 2016 Legislative Priorities.

A motion was made by Council Member Hanson, 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

No report.

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

No report.

B. Council Member Mertens

No report.

C. Council Member Hanson

Council Member Hanson acknowledged Linda Cappella for her designation of Realtor of the Year by the California Desert Association of Realtors and requested a proclamation in her honor at the February City Council Meeting. Council Member Hanson also requested a finance legal services oversight meeting before strategic meeting. He further requested this Council meeting to be recessed in memory of Denny Booth.

D. Mayor Pro Tem Balocco

Council Member Balocco requested a meeting with Mayor Reed and City Manager concerning the Indian Wells 50th Sub-Committee.

E. Mayor Reed

No report.

10. CITY ATTORNEY REPORTS AND COMMENTS

No Report.

11. ADJOURNMENT

At 3:13 p.m., City Attorney Stephen Deitsch ADJOURN the regular meeting in memory of Demosthenes James Booth 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: Adopt Ordinance prohibiting cannabis dispensaries, manufacturers, cultivation, and delivery of cannabis in the City; Adopt Ordinance amending Chapter 21.70 of Indian Wells Municipal Code regarding the adoption of State updated water efficient landscape regulations; FAMD Warrants and Demands; City Warrants and Demands; and Annual strategic planning session to discuss, evaluate priorities, and provide direction to staff concerning a range of topics relating to City goals and operations.



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

4/21/2016

File #: 1382-16 Item #: G.

February 18, 2016 City Council Meeting Minutes.

City Council

Meeting Minutes

Thursday, February 18, 2016

1:30 PM

City Hall Council Chamber

Unofficial



The Indian Wells City Council and Housing Authority welcomes and encourages participation at meetings. The joint body requests speakers present their remarks in a respectful manner, within the 3 minute time limit, and focus on issues which directly affect the City/Housing Authority or which are within the subject jurisdiction of the City or Housing Authority. 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.

This City Council meeting held in memory of Loretta Ferraro

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

Mayor Reed convened the City Council of the City of Indian Wells at 1:30 p.m. on February 18, 2016 in the City Hall Council Chamber. Mayor Reed read a statement and requested a moment of silence for Loretta Ferraro.

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

2. APPROVAL OF THE FINAL AGENDA

Mayor Reed stated in conjunction with General Business Item #6B, he requests any Council Member Reports be given to Staff ten days prior to a Council meeting, and to notice Staff of an item two weeks prior to the Council meeting.

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

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

NOES: 0

3. PROCLAMATIONS AND PRESENTATIONS

A. Unveiling of the 2016 Commemorative Poster for the 14th Annual Indian Wells Arts Festival

Mr. William Token representative of Indian Wells Arts Festival, spoke on behalf of Diane Funk. Mr. Token stated the festival will take place on April 1-3, 2016 at the Indian Wells Tennis Garden. He thanked the City for their support and unveiled the 2016 poster art piece "Spirit of Indian Wells."

B. Proclamation to 2016 Senior Inspiration Recipient John Rosellini

Mayor Reed presented a Proclamation announcing Mr. Joe Rosellini as the City's recipient of Indian Wells Inspiration Award for 2016.

4. PUBLIC COMMENTS

Mr. Randy Nolen, resident, commented on the 2012 campaign mailer. Ms. Rocky Randall, resident, expressed sympathy to Richard Balocco on Loretta Ferraro's passing. Ms. Randall thanked the Indian Wells Fire department for their immediate response and in particular peramedics Marcos Rubio and Josh Perez. Mr. Joe Hammer, resident, expressed sympathy to Richard Balocco. Mr. Hammer voiced his opposition to discontinuing the Christmas tree lighting ceremony, and commented on certain run down properties and the City's code enforcement procedures. Council Member Hanson commented on the prospects of having a Christmas tree this coming year. Mayor Reed directed staff to give an update on Christmas celebration at the next Council meeting.

5. CONSENT CALENDAR

A. Housing Element Annual Progress Report for 2015

It was determined to **RECEIVE** and **FILE** the Housing Element Annual Progress Report (APR) for 2015; and

DIRECT Staff to submit the APR to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

This Recommendation was Approved.

B. International City/County Management Association Retirement Corporation Governmental Money Purchase Plan and Trust Adoption Agreement

It was determined to **AUTHORIZE** and **DIRECT** the City Manager, or his designee, to submit a restated Governing Money Purchase Plan and Trust Adoption Agreement to International City/County Management Association Retirement Corporation.

This Recommendation was Approved.

C. City Treasurer's Report for December 2015

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

This Recommendation was Received and Filed.

Approval of the Consent Agenda

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

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

NOES: 0

6. GENERAL BUSINESS

A. Engineering Design Contract for Cook Street Rehabilitation

It was determined to **AWARD** the contract to CNS Engineers, Inc. for Engineering Design Services for Cook Street Rubberized Pavement Overlay/Rehabilitation; and

AUTHORIZE and **DIRECT** the City Manager to execute a contract for \$82,000; and

APPROVE a requisition for \$82,000 to CNS Engineers, Inc. for same.

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

B. CVAG's Traffic Signal Synchronization Project

Mr. Dennis Woods, Director of Transportation for CVAG, provide an overview of how of this project came about and the issue of cities relinquishing control of their traffic signals.

A motion was made by Council Member Hanson, seconded by Mayor Pro Tem Balocco, to **DIRECT** the Coachella Valley Association of Governments (CVAG) Executive Committee representative to **VOTE IN FAVOR** in relation to CVAG's traffic signal synchronization project.

Council Member Peabody requested the motion be amended to include "no commitments are made by the City, until the study is completed and the Council has a change to review."

Council Member Hanson and Mayor Pro Tem Balocco agreed to the amendment.

It was determined to **DIRECT** the Coachella Valley Association of Governments (CVAG) Executive Committee representative to **VOTE IN FAVOR** in relation to CVAG's traffic signal synchronization project, and no commitments are made by the City, until the study is completed and the Council has a change to review.

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

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

NOES: 0

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

No report.

8. COUNCIL MEMBERS' REPORTS AND COMMENTS

A. Council Member Peabody

Council Member Peabody reported his appointment as chair for the Animal Campus. Mr. Peabody handed new information on CV Link and requested the information be posted on the City's website. Council Member Peabody stated CVAG's Executive Director Kirk responded to the his questions, and Mr. Peabody will make public his response to Mr. Kirk's letter.

B. Council Member Mertens

Council Member Mertens stated Public Safety is continuing discussions pertaining to ballot measures relating to recreational marijuana and public safety impacts.

C. Council Member Hanson

Council Member Hanson reported the CVAG Transportation Committee had the CV link master plan as a receive and file item only, and item was approved with two dissenting votes, Rancho Mirage and Indian Wells, which is consistent with Indian Wells past votes. Council Member Hanson stated the taxing mechanism will eventually change from a gas tax system to a miles driven system. Mr. Hanson asked Indian Wells Public Safety Committee to study left turn signals and right turn lanes at various intersections.

D. Mayor Pro Tem Balocco

Mayor Pro Tem Balocco reported at CVAG Energy Committee CV Link master plan was on the agenda and he voted no as per Council direction. Mr. Balocco reported on a slick presentations at Palm Springs CVB committee meetings. Mayor Pro Tem Balocco thanked the Council for honoring Loretta today.

E. Mayor Reed

Mayor Reed stated he would like clarification if council members can vote on contracts pertaining to a CVAG Transportation committee meeting. He asked staff to clarify the matter for all council members.

Mayor Reed left at 2:48 for a Riverside County Transportation Executive Committee meeting.

9. CITY ATTORNEY REPORTS AND COMMENTS

City Attorney Stephen Deitsch stated the City Council will adjourn to a closed session to discuss item #10A as listed on the agenda.

10. CLOSED SESSION

Mayor Pro Tem Balocco convened the Closed Session of the City Council of the City of Indian Wells at 2:48 p.m. on February 18, 2016 in the Executive Conference Room.

A. **Conference with Labor Negotiators Pursuant to Government Code 54957.6. City Designated Representative: City Attorney. Unrepresented Employee: City Manager.**

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

11. ADJOURNMENT

At 3:20 p.m., Mayor Pro Tem Balocco ADJOURNED the City Council meeting in memory of Loretta Ferraro to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on March 3, 2016 in the City Hall Council Chamber.



4/21/2016

File #: 1395-16 Item #: H.

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

City Treasurer's Report for February 2016

RECOMMENDED ACTION:

Council **RECEIVES** and **FILES** the City Treasurer's Report for February 2016.

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 February 29, 2016:

- The City's cash and investments totaled \$48,009,,074.27
- The City's portfolio earned a 1.341% rate of return.

ATTACHMENT:

1. City Treasurer's Report for February 2016.

NET CASH & INVESTMENT SUMMARY FEBRUARY, 2016

<u>UNRESTRICTED FUNDS</u>	February <u>2016</u>	February <u>2015</u>
GENERAL FUND		
101- GENERAL	\$ 7,289,208.91	\$ 5,417,542.22
TOTAL GENERAL FUND	<u>7,289,208.91</u>	<u>5,417,542.22</u>

RESTRICTED FUNDS

SPECIAL REVENUE FUNDS

202 - TRAFFIC SAFETY	0.81	0.46
203 - PUBLIC SAFETY 1/2 CENT SALES TAX	12,002.02	10,594.48
204 - MEASURE "A"	8,746.25	37,397.55
209 - F.A.M.D. #1	2,346,485.53	2,770,099.21
210 - SCAQMD (VEHICLE REG.)	2,438.33	1.04
211 - AB 3229 COPS FUNDING	0.73	0.81
214 - GAS TAX 2103 MAINTENANCE	19,208.87	31,052.05
215 - GAS TAX 2105 MAINTENANCE	9,861.60	9,601.82
216 - GAS TAX 2106 CONSTRUCT/MAINT	4,412.58	2,246.35
217 - GAS TAX 2107 MAINTENANCE	0.16	0.53
218 - GAS TAX 2107.5 ENG./ADMIN	4,255.16	4,190.16
228 - EMERG. UPGRADE SERVICES	3,601,168.57	3,311,508.67
247 - AB 939 RECYCLING FUND	309,633.15	240,233.46
248 - SOLID WASTE	221,004.44	210,345.26
251 - STREET LIGHTING DISTRICT 2000-1	5,877.44	4,662.34
253- INDIAN WELLS VILLAS OPERATIONS	986,673.50	973,905.31
254- MOUNTAIN VIEW VILLAS OPERATIONS	1,194,167.10	948,533.12
256- HOUSING AUTHORITY	2,970,310.76	3,024,468.54
260 - IWGR OPERATIONS	0.00	360,728.54
271 - ELDORADO DRIVE LLMD	87,537.88	87,779.77
272 - MONTECITO/STARDUST LLMD	(3,511.01)	216.78
273 - CASA DORADO LLMD	15,288.35	1,016.00
274 - THE COVE LLMD	11,848.75	1,013.00
275 - SH 111/IWGR (ENTRANCE) LLMD	253,961.50	275,830.11
276 - CLUB/IW LANE LLMD	52,495.41	52,257.77
277 - COLONY LLMD	31,391.57	29,160.58
278 - COLONY COV ESTATES LLMD	59,183.52	57,974.76
279 - DESERT HORIZONS LLMD	217,275.14	5,219.00
280 - MOUNTAIN GATE LLMD	78,266.16	73,834.65
281 - MOUNTAIN GATE ESTATES LLMD	42,444.87	39,692.40
282 - VILLAGIO LLMD	242,034.98	220,395.77
283 - VAIDYA LLMD	30,688.68	31,418.82
284 - CLUB, SOUTH OF 111 LLMD	12,114.72	11,298.03
285 - MONTELENA LLMD	16,217.37	14,211.04
286 - SUNDANCE LLMD	32,643.74	5,035.00
287 - PROVINCE LLMD	148,137.99	5,176.00
288 - PROVINCE DBAD	508,367.78	452,097.22
TOTAL SPECIAL REVENUE FUNDS	<u>13,532,634.40</u>	<u>13,303,196.40</u>

CAPITAL PROJECT FUNDS

314 - PARK-IN-LIEU FEES	0.20	0.20
315 - CITYWIDE PUBLIC IMPROVEMENT FEE	0.26	0.26
316 - CAPITAL IMPROVEMENT	3,367,638.35	3,832,881.10
319 - ART IN PUBLIC PLACES	330,757.45	400,555.79
321 - HIGHWAY 111 CIRCULATION IMP FEE	0.70	0.70
TOTAL CAPITAL PROJECT FUNDS	<u>3,698,396.96</u>	<u>4,233,438.05</u>

CITY OF INDIAN WELLS
NET CASH & INVESTMENT SUMMARY FEBRUARY, 2016
 PAGE 2

RESTRICTED FUNDS (Cont.)

	February 2016	February 2015
REPLACEMENT FUNDS		
326 - INFRASTRUCTURE CAPITAL	8,540,310.00	7,075,215.00
327 - FF&E ROLLING STOCK CAPITAL	2,349,510.00	2,316,005.00
328 - GOLF RESORT CAPITAL	3,281,161.40	4,013,863.00
329 - HOUSING VILLAS CAPITAL	3,392,904.00	3,344,515.00
330 - FACILITIES CAPITAL	2,349,578.00	2,316,071.00
TOTAL REPLACEMENT FUNDS	19,913,463.40	19,065,669.00
SUCCESSOR AGENCY FUNDS		
453 - RDA (WHITEWATER)	4,794,830.17	4,387,084.98
456 - RDA OBLIGATION RETIREMENT	0.00	0.00
TOTAL SUCCESSOR AGENCY FUNDS	4,794,830.17	4,387,084.98
ENTERPRISE FUNDS		
560 - INDIAN WELLS GOLF RESORT	(2,718,523.24)	0.00
561 - CLUB DRIVE PROPERTY	285,015.76	0.00
TOTAL ENTERPRISE FUNDS	(2,433,507.48)	0.00
INTERNAL SERVICE FUNDS		
601 - OPEB BENEFIT FUND	458,003.29	1,272,118.20
TOTAL INTERNAL SERVICE FUNDS	458,003.29	1,272,118.20
RESERVE FUNDS		
602 - COMPENSATED ABSENCES	555,721.00	547,794.00
TOTAL RESERVE FUNDS	555,721.00	547,794.00
TRUST & AGENCY FUNDS		
732 - SPECIAL DEPOSITS	200,323.62	583,236.05
760 - VISITOR COMMITTEE	0.00	160,393.84
TOTAL TRUST & AGENCY FUNDS	200,323.62	743,629.89
TOTAL ALL FUNDS	48,009,074.27	48,970,472.74
FISCAL AGENTS		
253 - INDIAN WELLS VILLAS	90,215.32	37,040.47
254 - MOUNTAIN VIEW VILLAS	178,600.06	214,399.56
260 - INDIAN WELLS GOLF RESORT	1,813,097.64	1,226,939.19
453 - UNION BANK OF CALIFORNIA TRUSTEE	3,018,242.11	2,992,761.26
TOTAL FISCAL AGENTS	5,100,155.13	4,471,140.48
TOTAL ALL FUNDS & FISCAL AGENTS	\$ 53,109,229.40	\$ 53,441,613.22
UNRESTRICTED FUNDS	7,289,208.91	5,417,542.22
RESTRICTED FUNDS	48,253,527.97	48,024,071.00
	\$ 55,542,736.88	\$ 53,441,613.22

City of Indian Wells
Bank Reconciliation Report - City Held Cash
 Finance Department

MONTH: **February 29, 2016**

Investment #	Investment Type	Investment Description	Book Value
Bank Checking & Sweep			
1		Pacific Western Bank - Sweep 45-301117	\$ 1,179,328.88
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	31,967.14
19		Petty Cash	1,400.00
			1,212,696.02
Managed Pool Accounts			
21		Local Agency Investment Fund - City 98-33-385	12,562,837.36
			12,562,837.36
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
390		Certificate of Deposit-HSBC Bank USA 40434AH51	250,000.00
			5,000,000.00
Medium Term Corporate Notes			
296		Barclays Bank Corporate Note 06738JVS0	1,000,000.00
322		AT&T Inc. 00206RBF8	1,001,198.31
331		JP Morgan 46625HJG6	1,001,141.90
346		General Electric Cap Corp 36962G6W9	1,003,519.65
369		GE Capital Financial 36163FP64	245,000.00
373		Caterpillar Financial Services Corp 14912L6F3	1,015,394.74
375		Berkshire Hathaway 084664BW0	1,001,578.98
			6,267,833.58
Federal Agency Issues			
334		Freddie Mac 3134G33S7	1,000,000.00
335		Fannie Mae 3136GICF4	1,000,000.00
341		Federal Farm Credit Bank 3133EC7L2	999,472.35
342		Federal Farm Credit Bank 3133ECDX9	999,059.92
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	1,005,745.64
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	999,574.89
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
391		Federal Home Loan Bank 3130A7BT1	2,000,000.00
			23,003,852.80
Total Pooled Cash and Investments			\$ 48,047,219.76
Fair Value Increase (over cost)			(9,676.88)
Outstanding items			
Outstanding Warrants/Wire Transfers			(22,253.96)
Deposit in Transit			(8,333.33)
Credit Card in Transit			2,118.68
Total Outstanding Items			(28,468.61)
Reconciled Bank Balance			\$ 48,009,074.27
General Ledger Balance			\$ 48,009,074.27
			0.00

City of Indian Wells

Trustee Reconciliation Report - Cash and Investments with City Agents

Finance Department

MONTH: **February 29, 2016**

Investment # Investment Description

RDA Series 2006 A Bonds \$ 1,007,314.40 \$ 1,007,314.40

RDA Series 2010 A Bonds \$ 1,005,570.31 \$ 1,005,570.31

RDA Series 2014 A Bonds \$ 989,760.67 \$ 989,760.67

RDA Series 2015 A Bonds \$ 15,596.73 \$ 15,596.73

Other Trustees

6 Indian Wells Golf Resort 1,813,097.64

7 Indian Wells Villas 90,215.32

10 Mountain View Villas \$ 178,600.06 \$ 2,081,913.02

Total Cash and Investments with City Agents \$ **5,100,155.13**

Fair Value Increase (over cost) -

Reconciled Bank Balance \$ **5,100,155.13**

General Ledger Balance \$ **5,100,155.13**

0.00



The City of Indian Wells
 Portfolio Management
 Portfolio Summary
 February 29, 2016

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	4,532,432.50	4,500,000.00	9.37	1,553	757	1.568	1.590
Certificates of Deposit	245,000.00	246,803.20	245,000.00	0.51	1,830	1,504	1.775	1.800
Managed Pool Accounts - LAIF	12,562,837.36	12,562,837.36	12,562,837.36	26.15	1	1	0.461	0.467
Money Market Sweep/Checking Account	1,212,696.02	1,212,696.02	1,212,696.02	2.52	1	1	0.246	0.250
Negotiable CD's	500,000.00	499,897.75	500,000.00	1.04	1,827	1,233	1.212	1.229
Medium Term Corporate Notes	6,000,000.00	6,028,370.00	6,022,833.58	12.54	1,667	723	1.846	1.872
Federal Agency Issues - Callables	23,000,000.00	23,019,100.00	23,003,852.80	47.88	1,929	1,338	1.664	1.687
Investments	48,020,533.38	48,102,136.83	48,047,219.76	100.00%	1,307	823	1.323	1.341

Total Earnings	February 29 Month Ending
Current Year	47,748.14
Average Daily Balance	49,323,560.06
Effective Rate of Return	1.22%

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 3/28/2016
 Kevin McCarthy, Finance Director

Reporting period 02/01/2016-02/29/2016

Run Date: 03/28/2016 - 12:35

No fiscal year history available

**The City of Indian Wells
Portfolio Management
Portfolio Details - Investments
February 29, 2016**

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	40	04/10/2016
SYS317	317	Ally Bank		05/23/2012	250,000.00	250,397.50	250,000.00	1.250		1.233	83	05/23/2016
795450NW1	329	Sallie Mae		08/15/2012	250,000.00	250,737.50	250,000.00	1.250		1.233	167	08/15/2016
38143A5L5	338	Goldman Sachs Bank		02/06/2013	250,000.00	250,627.50	250,000.00	1.050		1.036	342	02/06/2017
SYS316	316	GE Capital Retail Bank		05/25/2012	250,000.00	252,685.00	250,000.00	1.800		1.800	450	05/25/2017
17284CJG0	348	CIT BANK		07/24/2013	250,000.00	251,900.00	250,000.00	1.400		1.381	510	07/24/2017
02587DKR8	337	American Express Centurion		02/06/2013	250,000.00	251,812.50	250,000.00	1.700		1.677	519	08/02/2017
319141CQ8	361	FIRST BANK OF HIGHLAND		10/15/2014	250,000.00	250,485.00	250,000.00	1.250		1.233	594	10/16/2017
81423LBN1	360	SECURITY FEDERAL		10/15/2014	250,000.00	250,527.50	250,000.00	1.250		1.233	594	10/16/2017
48124JSY5	339	JP Morgan Chase		02/27/2013	250,000.00	249,667.50	250,000.00	1.125		1.110	720	02/19/2018
20451PBG0	349	Compass Bank		07/24/2013	250,000.00	254,187.50	250,000.00	1.700		1.677	875	07/24/2018
254672HV3	362	Discover Bank		02/25/2015	250,000.00	252,135.00	250,000.00	1.600		1.578	1,091	02/25/2019
06740KHK6	351	Barclays Bank PLC		07/23/2014	250,000.00	253,042.50	250,000.00	2.100		2.071	1,239	07/23/2019
02587CAJ9	350	American Express Bank FSB		07/24/2014	250,000.00	253,132.50	250,000.00	2.000		1.973	1,240	07/24/2019
140420NX4	354	Capital One Bank CD		09/10/2014	250,000.00	252,737.50	250,000.00	1.900		1.874	1,288	09/10/2019
71270QGS9	353	People's United Bank CD		09/10/2014	250,000.00	252,735.00	250,000.00	1.950	AAA	1.923	1,288	09/10/2019
856284Z98	355	State Bank of India NY, NY CD		09/11/2014	250,000.00	252,890.00	250,000.00	2.150		2.121	1,289	09/11/2019
05580AAW4	358	BMW BANK NORTH AMERICA		09/26/2014	250,000.00	252,732.50	250,000.00	2.100		2.071	1,304	09/26/2019
Subtotal and Average			4,500,000.00		4,500,000.00	4,532,432.50	4,500,000.00			1.568	757	
Certificates of Deposit												
36163FP64	369	GE Capital Financial inc		04/10/2015	245,000.00	246,803.20	245,000.00	1.800		1.775	1,504	04/13/2020
Subtotal and Average			245,000.00		245,000.00	246,803.20	245,000.00			1.775	1,504	
Managed Pool Accounts - LAIF												
SYS21	21	LAIF - City			12,562,837.36	12,562,837.36	12,562,837.36	0.467		0.461	1	
SYS23	23	LAIF - Redevelopment			0.00	0.00	0.00	0.233		0.230	1	
Subtotal and Average			14,731,802.88		12,562,837.36	12,562,837.36	12,562,837.36			0.461	1	
Money Market Sweep/Checking Account												
SYS1	1	Pacific Western Bank			1,179,328.88	1,179,328.88	1,179,328.88	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			31,967.14	31,967.14	31,967.14	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
February 29, 2016**

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			733,494.08		1,212,696.02	1,212,696.02	1,212,696.02			0.246	1	
Negotiable CD's												
94986TLX3KK	385	Wells Fargo CD		01/30/2013	250,000.00	250,208.00	250,000.00	1.000		0.946	701	01/31/2018
40434AH51	390	HSBC BANK USA		12/30/2015	250,000.00	249,689.75	250,000.00	1.500		1.479	1,765	12/30/2020
Subtotal and Average			500,000.00		500,000.00	499,897.75	500,000.00			1.212	1,233	
Medium Term Corporate Notes												
06738JVS0	296	Barclays Bank PLC		10/27/2011	1,000,000.00	1,006,490.00	1,000,000.00	3.500	AA	3.452	240	10/27/2016
00206RBF8	322	AT&T INC		06/21/2012	1,000,000.00	1,003,320.00	1,001,198.31	1.600		1.479	457	06/01/2017
46625HJG6	331	J P Morgan		01/28/2013	1,000,000.00	997,990.00	1,001,141.90	1.800		1.713	695	01/25/2018
36962G6W9	346	General Elec. Cap Crp		05/01/2013	1,000,000.00	1,009,470.00	1,003,519.65	1.625		1.430	762	04/02/2018
084664BW0	375	Berkshire Hathaway		06/09/2015	1,000,000.00	1,001,580.00	1,001,578.98	1.300	AA	1.210	805	05/15/2018
14912L6F3	373	Catapillar Financial Services		04/28/2015	1,000,000.00	1,009,520.00	1,015,394.74	2.250		1.795	1,370	12/01/2019
Subtotal and Average			6,023,168.98		6,000,000.00	6,028,370.00	6,022,833.58			1.846	723	
Federal Agency Issues - Callables												
3134G43H9	344	Fed. Home Loan Mtg Corp		04/30/2013	2,000,000.00	1,999,260.00	2,000,000.00	1.060		1.045	790	04/30/2018
3135G0WN9	345	Fed. Nat'l Mortgage Assoc		04/30/2013	2,000,000.00	1,995,140.00	2,000,000.00	1.000		0.986	790	04/30/2018
3134G33S7	334	Fed. Home Loan Mtg Corp		01/24/2013	1,000,000.00	1,000,400.00	1,000,000.00	1.000		0.986	867	07/16/2018
3136G1CF4	335	Fed. Nat'l Mortgage Assoc		01/30/2013	1,000,000.00	1,003,600.00	1,000,000.00	1.000	AAA	0.986	881	07/30/2018
3136G26N2	357	Fed. Nat'l Mortgage Assoc		09/26/2014	1,000,000.00	1,005,470.00	1,000,000.00	1.600		1.578	939	09/26/2018
3133EC7L2	341	Fed. Farm Credit Bank		03/22/2013	1,000,000.00	996,150.00	999,472.35	1.290		1.289	1,200	06/14/2019
3136G26U6	356	Fed. Nat'l Mortgage Assn (c)		10/07/2014	2,000,000.00	2,019,620.00	2,000,000.00	2.000	AAA	1.973	1,325	10/17/2019
3130A4S52	367	Fed. Home Loan Bank		03/30/2015	1,000,000.00	1,000,590.00	1,000,000.00	1.000		2.178	1,490	03/30/2020
3130A4S86	368	Fed. Home Loan Bank		03/30/2015	1,000,000.00	1,000,690.00	1,000,000.00	1.250		2.112	1,490	03/30/2020
3130A5GC7	374	Fed. Home Loan Bank		06/02/2015	1,000,000.00	1,001,960.00	999,574.89	1.000		2.005	1,549	05/28/2020
3134G66P3	376	Fed. Home Loan Mtg Corp		06/17/2015	2,000,000.00	2,000,780.00	2,000,000.00	1.125		2.261	1,569	06/17/2020
3134G6V42	379	Fed. Home Loan Mtg Corp		06/29/2015	2,000,000.00	2,000,700.00	2,000,000.00	2.000		1.973	1,581	06/29/2020
3130A5L98	378	Fed. Home Loan Bank		06/30/2015	1,000,000.00	1,003,920.00	1,000,000.00	2.000		1.973	1,582	06/30/2020
3136G2L47	380	Fed. Nat'l Mortgage Assoc		06/30/2015	1,000,000.00	1,008,160.00	1,000,000.00	1.800		1.775	1,582	06/30/2020
3136G1FL8	347	Fed. Nat'l Mortgage Assoc		04/26/2013	1,000,000.00	998,540.00	1,005,745.64	1.820		1.660	1,640	08/27/2020
3133ECDX9	342	Fed. Farm Credit Bank		03/25/2013	1,000,000.00	997,560.00	999,059.92	1.840		1.835	1,801	02/04/2021
3130A7BT1	391	Fed. Home Loan Bank		02/26/2016	2,000,000.00	1,986,560.00	2,000,000.00	1.730		1.706	1,823	02/26/2021
Subtotal and Average			22,590,094.12		23,000,000.00	23,019,100.00	23,003,852.80			1.664	1,338	

The City of Indian Wells
Portfolio Management
Portfolio Details - Investments
February 29, 2016

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			49,323,560.06		48,020,533.38	48,102,136.83	48,047,219.76			1.323	823

**City of Indian Wells
Portfolio Management
Portfolio Summary
February 29, 2016**

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.
Checking Accounts with Fiscal Agent	2,081,913.02	2,081,913.02	2,081,913.02	100.00	1	1	0.127	0.129
Investments	2,081,913.02	2,081,913.02	2,081,913.02	100.00%	1	1	0.127	0.129

Total Earnings	February 29 Month Ending
Current Year	190.43
Average Daily Balance	1,488,040.96
Effective Rate of Return	0.16%

Kevin McCarthy
Kevin McCarthy, Finance Director

**City of Indian Wells
Portfolio Management
Portfolio Details - Investments
February 29, 2016**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity	Maturity Date
Managed Trustee Accounts												
SYS1	1	Union Bank of California			0.00	0.00	0.00	5.110		5.040	1	
SYS11	11	Union Bank of California			0.00	0.00	0.00	5.110		5.040	1	
SYS12	12	Union Bank of California			0.00	0.00	0.00	0.420		0.414	1	
SYS13	13	Union Bank of California			0.00	0.00	0.00	0.410		0.404	1	
SYS14	14	Union Bank of California		07/01/2014	0.00	0.00	0.00	5.110		5.040	1	
SYS15	15	Union Bank of California		07/01/2014	0.00	0.00	0.00	5.110		5.040	1	
SYS16	16	Union Bank of California		07/01/2014	0.00	0.00	0.00	5.110		5.040	1	
SYS2	2	Union Bank of California			0.00	0.00	0.00	5.110		5.040	1	
SYS3	3	Union Bank of California			0.00	0.00	0.00	4.950		4.882	1	
SYS4	4	Union Bank of California			0.00	0.00	0.00	4.950		4.882	1	
SYS5	5	Union Bank of California			0.00	0.00	0.00	4.950		4.882	1	
SYS8	8	Union Bank of California			0.00	0.00	0.00	4.950		4.882	1	
Subtotal and Average			0.00		0.00	0.00	0.00			0.000	0	
Checking Accounts with Fiscal Agent												
SYS6	6	The Golf Resort at Indian Well		07/01/2014	1,813,097.64	1,813,097.64	1,813,097.64			0.000	1	
SYS7	7	Indian Wells Villas			90,215.32	90,215.32	90,215.32	1.000		0.986	1	
SYS10	10	Mountain View Villas			178,600.06	178,600.06	178,600.06	1.000		0.986	1	
Subtotal and Average			1,488,040.96		2,081,913.02	2,081,913.02	2,081,913.02			0.127	1	
Total and Average			1,488,040.96		2,081,913.02	2,081,913.02	2,081,913.02			0.127	1	

**2006 A Bonds
Portfolio Management
Portfolio Summary
February 29, 2016**

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	1,007,314.40	1,007,314.40	1,007,314.40	100.00	1	1	0.404	0.410
Investments	1,007,314.40	1,007,314.40	1,007,314.40	100.00%	1	1	0.404	0.410

Total Earnings	February 29 Month Ending
Current Year	11.32
Average Daily Balance	34,743.40
Effective Rate of Return	0.41%

Kevin McCarthy 3/28/2016
Kevin McCarthy, Agency Treasurer

Reporting period 02/01/2016-02/29/2016

Run Date: 03/28/2016 - 15:59

No fiscal year history available

**2006 A Bonds
Portfolio Management
Portfolio Details - Investments
February 29, 2016**

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			1,007,310.40	1,007,310.40	1,007,310.40	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			34,743.40		1,007,314.40	1,007,314.40	1,007,314.40			0.410	1	
Total and Average			34,743.40		1,007,314.40	1,007,314.40	1,007,314.40			0.410	1	

**RDA Series 2010 A Bonds
Portfolio Management
Portfolio Summary
February 29, 2016**

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	1,005,570.31	1,005,570.31	1,005,570.31	100.00	1	1	0.117	0.118
Investments	1,005,570.31	1,005,570.31	1,005,570.31	100.00%	1	1	0.117	0.118

Total Earnings	February 29 Month Ending
Current Year	3.27
Average Daily Balance	788,477.50
Effective Rate of Return	0.01%

Kevin McCarthy 3/20/2016
Kevin McCarthy, Agency Treasurer

**RDA Series 2010 A Bonds
Portfolio Management
Portfolio Details - Investments
February 29, 2016**

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	780,758.47	780,758.47	780,758.47			0.000	1	
SYS14	13	2010 A Bonds Principal		07/01/2014	38.71	38.71	38.71			0.000	1	
SYS4	4	2010 A Bonds Interest			224,773.13	224,773.13	224,773.13	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			788,477.50		1,005,570.31	1,005,570.31	1,005,570.31			0.118	1	
Total and Average			788,477.50		1,005,570.31	1,005,570.31	1,005,570.31			0.118	1	

**Series 2014 A Bonds
Portfolio Management
Portfolio Summary
February 29, 2016**

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	989,760.67	989,760.67	989,760.67	100.00	1	1	0.000	0.000
Investments	989,760.67	989,760.67	989,760.67	100.00%	1	1	0.000	0.000

Total Earnings	February 29 Month Ending
Current Year	0.00
Average Daily Balance	34,158.69
Effective Rate of Return	0.00%

Kevin McCarthy 3/28/2016
Kevin McCarthy, Agency Treasurer

Reporting period 02/01/2016-02/29/2016

Run Date: 03/29/2016 - 16:13

No fiscal year history available

**Series 2014 A Bonds
Portfolio Management
Portfolio Details - Investments
February 29, 2016**

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	4.19	4.19	4.19			0.000	1	
SYS27	27	2014 Debt Service		09/08/2014	989,748.76	989,748.76	989,748.76			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			34,158.69		989,760.67	989,760.67	989,760.67			0.000	1	
Total and Average			34,158.69		989,760.67	989,760.67	989,760.67			0.000	1	

**2015 A Bonds
Portfolio Management
Portfolio Summary
February 29, 2016**

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	February 29 Month Ending
Current Year	0.00
Average Daily Balance	15,596.73
Effective Rate of Return	0.00%

Kevin 3/28/2016
Kevin McCarthy, Agency Treasurer

Reporting period 02/01/2016-02/29/2016

Run Date: 03/28/2016 - 16:19

No fiscal year history available

**2015 A Bonds
Portfolio Management
Portfolio Details - Investments
February 29, 2016**

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

4/21/2016

File #: 1391-16 **Item #:** I.

FAMD Warrants and Demands.

RECOMMENDED ACTION:

Council **APPROVES** the March 3, 2016 FAMD Warrants and Demands.

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
03/03/2016 MEETING WARRANT LIST**

<u>CHECK #</u>	<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR NAME/DESCRIPTION</u>	<u>INVOICE AMT</u>	<u>CHECK TOTAL</u>
49036	3/3/2016		UNIVERSAL PROTECTION SERVICE		
		1810287	1/1-1/31/16 FAMD SECURITY SERVICES BILLING ADJUSTMENT	1,537.92	
	3/3/2016		UNIVERSAL PROTECTION SERVICE		
		1891946	1/16 FAMD SECURITY SERVICES FUEL REIMBURSEMENT	661.47	2,199.39
49033	3/3/2016		APPLICATIONS BY DESIGN, INC.		
		30651	2/16 FAMD ACCESS CONTROL SYSTEM HOSTING	625.00	625.00
49032	3/3/2016		AMS		
		12179	2/16 FAMD SECURITY GATE SYSTEM INSTALLATION	610.62	610.62
49034	3/3/2016		BEST, BEST & KRIEGER, L.L.P.		
		765420	1/16 FAMD LEGAL SERVICES	470.40	470.40
49035	3/3/2016		SPARKLETTS DRINKING WATER		
		14583030020116	2/16 FAMD GATEHOUSE DRINKING WATER	124.48	124.48
5 checks in this report					
				TOTAL FAMD WARRANTS: 49032-49036	4,029.89



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

4/21/2016

File #: 1392-16 **Item #:** J.

FAMD Warrants and Demands.

RECOMMENDED ACTION:

Council **APPROVES** the March 17, 2016 FAMD Warrants and Demands.

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
03/17/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49055	3/17/2016		UNIVERSAL PROTECTION SERVICE		
		1906407	1/29-2/25/16 FAMD SECURITY SERVICES	59,943.69	
	3/17/2016		UNIVERSAL PROTECTION SERVICE		
		1891946	1/16 FAMD SECURITY SERVICES FUEL REIMBURSEMENT	661.47	60,605.16
49044	3/17/2016		AMS		
		12358	3/16 FAMD SECURITY GATE TRANSPONDERS	3,825.00	
		12255	2/18/16 FAMD CLUB DRIVE SECURITY GATE REPAIR	1,593.00	
		12316	3/16 FAMD SECURITY GATE ACCESS SOFTWARE	1,200.00	6,618.00
49049	3/17/2016		M & M SWEEPING, INC.		
		40370	2/16 FAMD DRAIN CLEANING-EAST OF MANITOU	2,050.00	
		40371	2/16 FAMD DRAIN CLEANING-EAST OF MANITOU	800.00	2,850.00
49048	3/17/2016		CONSERVE LANDCARE		
		12568	3/16 FAMD LANDSCAPE MAINTENANCE	1,840.00	
		12621	2/26/16 FAMD EXTRA LANDSCAPE MAINTENANCE	135.00	1,975.00
49056	3/17/2016		VERIZON CALIFORNIA		
		345-1307	2/16 FAMD MANITOU GATE PHONE SERVICE	605.97	
		345-1306	2/16 FAMD CLUB GATE PHONE SERVICE	224.42	830.39
49053	3/17/2016		STAPLES		
		1503366321	2/16 FAMD MISC OFFICE SUPPLIES	263.88	
		1503352841	2/16 FAMD MISC OFFICE SUPPLIES	214.75	
		1503609161	2/16 FAMD MISC OFFICE SUPPLIES	193.90	
		1507536141	2/16 FAMD MISC OFFICE SUPPLIES	87.47	
		1503433661	2/16 FAMD MISC OFFICE SUPPLIES	22.46	782.46
49052	3/17/2016		SOUTHERN CALIFORNIA EDISON CO.		
		2-04-020-2624	2/16 FAMD UTILITIES	512.05	
		2-01-570-2145	2/16 FAMD UTILITIES	216.97	729.02
49045	3/17/2016		APPLICATIONS BY DESIGN, INC.		
		30842	3/16 FAMD ACCESS CONTROL SYSTEM HOSTING	625.00	625.00
49047	3/17/2016		COACHELLA VALLEY WATER DIST.		
		313223-844958	2/16 FAMD UTILITIES	135.63	
		152597-419098	2/16 FAMD UTILITIES	75.59	
		155649-422592	2/16 FAMD UTILITIES	50.22	
49054	3/17/2016		TIME WARNER CABLE		
		844841076002411	2/16 FAMD MANITOU INTERNET SERVICE	126.19	

111^{261.44}

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
03/17/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49051	3/17/2016	844841076002410	2/16 FAMD CLUB DRIVE INTERNET SERVICE SHARK POOLS, INC.	126.19	252.38
		16240301	3/16 FAMD CLUB DRIVE FOUNTAIN MAINTENANCE	185.00	185.00
49046	3/17/2016		ASSOCIA ONCALL CALFORNIA, INC.		
		46118	2/16 FAMD MAINTENANCE SERVICE	97.50	97.50
49050	3/17/2016		POWERFUL PEST		
		100425	3/16 FAMD PEST CONTROL SERVICES	61.80	61.80
13 checks in this report					
TOTAL FAMD WARRANTS: 49044-49056					75,873.15



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

4/21/2016

File #: 1393-16 **Item #:** K.

FAMD Warrants and Demands.

RECOMMENDED ACTION:

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

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
04/07/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49227	4/7/2016		M & M SWEEPING, INC.		
		40434	3/16 FAMD STREET SWEEPING SERVICE	5,380.00	
	4/7/2016		M & M SWEEPING, INC.		
		40209	2/16 FAMD STREET SWEEPING SERVICE	3,480.00	
		40433	3/16 FAMD DRAIN CLEANING SERVICES	2,550.00	11,410.00
49225	4/7/2016		BEST, BEST & KRIEGER, L.L.P.		
		767720	2/16 FAMD LEGAL SERVICES	4,475.40	4,475.40
49223	4/7/2016		AMS PAVING, INC.		
		16110A-1	2/16 FAMD MAINTENANCE SERVICES	2,450.00	2,450.00
49226	4/7/2016		CONSERVE LANDCARE		
		12727	3/9/16 FAMD EXTRA LANDSCAPE MAINTENANCE	845.00	
		12363	1/26/16 FAMD EXTRA LANDSCAPE MAINTENANCE	285.00	
		12364	1/16 FAMD EXTRA LANDSCAPE MAINTENANCE	185.00	
		12729	3/10/16 FAMD EXTRA LANDSCAPE MAINTENANCE	105.00	
		12728	3/8/16 FAMD EXTRA LANDSCAPE MAINTENANCE	95.00	1,515.00
49233	4/7/2016		STAPLES		
		1525505021	3/16 FAMD OFFICE SUPPLIES	1,051.03	
		1587813001	3/16 FAMD OFFICE SUPPLIES	219.19	
		1528796961	3/16 FAMD OFFICE SUPPLIES	28.29	1,298.51
49236	4/7/2016		WALLACE & ASSOCIATES, INC.		
		2015-05-FAMD	5/15 FAMD ENGINEERING PROFESSIONAL SERVICES	605.00	
		2015-10-FAMD	11/30/15-1/3/16 FAMD ENGINEERING PROFESSIONAL SERVICES	290.00	895.00
49231	4/7/2016		SOUTHERN CALIFORNIA EDISON CO.		
		2-04-020-2624	3/16 FAMD UTILITIES	512.68	
		2-01-570-2145	3/16 FAMD UTILITIES	214.48	727.16
49224	4/7/2016		APPLICATIONS BY DESIGN, INC.		
		31376	4/16 FAMD ACCESS CONTROL SYSTEM HOSTING	625.00	625.00
49230	4/7/2016		SIGN A RAMA		
		76948	3/16 FAMD SIGN SUPPLY	612.36	612.36
49222	4/7/2016		AMS		
		12401	3/16 FAMD SECURITY GATE SERVICES	610.62	1,114.62

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
04/07/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49234	4/7/2016		TIME WARNER CABLE		
		844841076002411	3/16 FAMD MANITOU INTERNET SERVICE	126.19	
		844841076002410	3/16 FAMD CLUB DRIVE INTERNET SERVICES	126.19	
		844841076002411	10/15 FAMD MANITOU DRIVE INTERNET SERVICE	124.95	
		844841076002410	10/15 FAMD CLUB DR INTERNET SERVICE	124.95	502.28
49235	4/7/2016		UNIVERSAL PROTECTION SERVICE		
		1926377	2/16 FAMD SECURITY SERVICES FUEL REIMBURSEMENT	501.70	501.70
49228	4/7/2016		ROTA, RANDI		
		REIMB	3/16 FAMD OFFICE SUPPLES REIMBURSEMENT	321.00	321.00
49229	4/7/2016		SHARK POOLS, INC.		
		16240302	3/16 FAMD MANITOU DRIVE FOUNTAIN MAINTENANCE	225.00	225.00
49232	4/7/2016		SPARKLETTS DRINKING WATER		
		14583030030116	3/16 FAMD GATEHOUSE DRINKING WATER	124.48	124.48

15 checks in this report

TOTAL FAMD WARRANTS: 49222-49236 26,293.51



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

4/21/2016

File #: 1394-16 **Item #:** L.

FAMD Warrants and Demands.

RECOMMENDED ACTION:

Council **APPROVES** the April 21, 2016 FAMD Warrants and Demands.

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
04/21/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49316	4/21/2016		UNIVERSAL PROTECTION SERVICE		
		1980957	2/26-3/31/16 FAMD SECURITY SERVICES	71,580.62	71,580.62
49313	4/21/2016		DESERT RESORT MANAGEMENT INC.		
		DRM023487	2/16 FAMD MANAGEMENT SERVICES	5,942.00	
		DRM024182	3/16 FAMD MANAGEMENT SERVICES	5,942.00	11,884.00
49310	4/21/2016		BEST, BEST & KRIEGER, L.L.P.		
		769011	3/16 FAMD LEGAL SERVICES	4,202.00	4,202.00
49314	4/21/2016		M & M SWEEPING, INC.		
		40559	3/16 FAMD DRAIN CLEANING SERVICE	2,050.00	
		40560	3/16 FAMD DRAIN CLEANING-EAST OF MANITOU	800.00	2,850.00
49312	4/21/2016		CONSERVE LANDCARE		
		12896	4/16 FAMD LANDSCAPE MAINTENANCE	1,840.00	1,840.00
49308	4/21/2016		AMS		
		12526	4/16 FAMD SECURITY GATE SERVICES	1,200.00	
		12540	3/28/16 FAMD SECURITY GATE COMPUTER SERVICE	355.32	1,555.32
49309	4/21/2016		ASSOCIA ONCALL CALFORNIA, INC.		
		22037	9/15 FAMD MAINTENANCE SERVICE	409.01	
		33998	12/8/15 FAMD MAINTENANCE SERVICE	76.33	
		27745	10/25/16 FAMD MAINTENANCE SERVICE	65.00	550.34
49311	4/21/2016		COACHELLA VALLEY WATER DIST.		
		313223-844958	3/16 FAMD UTILITIES	104.12	
		152597-419098	3/16 FAMD UTILITIES	90.07	
		155649-422592	3/16 FAMD UTILITIES	47.98	242.17
49315	4/21/2016		POWERFUL PEST		
		100425	4/16 FAMD PEST CONTROL SERVICES	61.80	61.80

9 checks in this report

TOTAL FAMD WARRANTS: 49308-49316 94,766.25

*Warrant 49036 was voided on 3/6/16.

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City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

4/21/2016

File #: 1387-16 **Item #:** M.

City Warrants and Demands.

RECOMMENDED ACTION:

Council **APPROVES** the March 3, 2016 City Warrants and Demands.

**CITY OF INDIAN WELLS
03/03/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49026	3/3/2016	SH0000027550	RIVERSIDE COUNTY SHERIFF DEPT 9/17-10/14/15 SHERIFF CONTRACT SERVICES	239,563.48	239,563.48
48985	3/3/2016	2015/16-1	DESERT HORIZONS OWNERS ASSOC. 3/16 2015/16 LLMD PASS THROUGH-DESERT HORIZONS	211,954.00	211,954.00
49019	3/3/2016	2015/16-1	PROVINCE HOMEOWNERS ASSOC. 3/16 2015/16 LLMD PASS THROUGH-PROVINCE	142,918.00	142,918.00
49030	3/3/2016	2015/16-1	SUNDANCE AT INDIAN WELLS HOA 3/16 2015/16 LLMD PASS THROUGH-SUNDANCE	27,595.00	27,595.00
48984	3/3/2016	0000058316	DESERT CHAMPIONS, LLC 4/15/16 DESERT LEXUS JAZZ CONCERT PRESENTING SPONSORSHIP	25,000.00	25,000.00
48970	3/3/2016		BEST, BEST & KRIEGER, L.L.P.		
		765419	1/16 GENERAL RETAINER LEGAL SERVICES	20,611.00	
		765425	1/16 CODE ENFORCEMENT LEGAL SERVICES	1,585.60	
		765427	1/16 CODE ENFORCEMENT LEGAL SERVICES	1,194.08	
		765422	1/16 CODE ENFORCEMENT LEGAL SERVICES	602.80	
		765426	1/16 CODE ENFORCEMENT LEGAL SERVICES	508.00	
		765428	1/16 CODE ENFORCEMENT LEGAL SERVICES	202.64	
		765421	1/16 PERSONNEL LEGAL SERVICES	168.00	
		765429	1/16 CODE ENFORCEMENT LEGAL SERVICES	88.40	
		765430	1/16 CODE ENFORCEMENT LEGAL SERVICES	22.10	24,982.62
49116	3/1/2016		PLATINUM PLUS FOR BUSINESS		
		1566	2/21/16 RESIDENT POLO EVENT	4,700.00	
		4964	1/16 COMPUTER HARDWARE PURCHASE	3,109.29	
		1566	2/15 EXECUTIVE TEAM STRATEGIC PLANNING EXPENSE	2,311.14	
		4964	1/16 1-YEAR ADOBE CREATIVE CLOUD TEAM SOFTWARE LICENSE	959.76	
		1566	1/16 SOCIAL MEDIA AGENT HOTEL EXPENSE	729.04	
		1566	1/13/16 RESIDENT SUNNYLANDS TOUR LUNCHESES	662.97	
		6883	1/16 OFFICE SUPPLY	637.20	
		7384	3/9-3/11/16 LCC PW OFFICERS INSTITUTE REGISTRATION-K.SEUMALO	575.00	
		4964	1/16 COMPUTER HARDWARE PURCHASE	441.66	
		1566	4/16 2016 CAPIO CONFERENCE REGISTRATION-M.WILKEY	425.00	
		1864	5/22-5/25/16 GFOA ANNUAL CONFERENCE REGISTRATION-S.LEONG	380.00	
		1864	5/22-5/25/16 GFOA ANNUAL CONFERENCE REGISTRATION-KMCCARTHY	380.00	
		1864	3/1-3/4/16 CSMFO CONFERENCE REGISTRATION-A.DALLOSTA	370.00	
		1864	3/1-3/4/16 CSMFO CONFERENCE REGISTRATION-S.LEONG	370.00	
		7384	2/16 MAINTENANCE SUPPLY	288.10	
		7384	2/16 UNIFORM SUPPLY	263.83	

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**CITY OF INDIAN WELLS
03/03/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		1566	2/16 CALIFORNIA TRAVEL ASSOC AIRFARE EXPENSE-N.SAMUELSON	258.20	
		7142	1/7/16 COUNCIL MEETING LUNCH	210.26	
		1566	1/16 RESIDENT SOCIAL EVENT DECORATIONS	182.45	
		6883	2/16 OFFICE SUPPLY	159.00	
		6883	2/16 OFFICE SUPPLY	159.00	
		6883	2/16 OFFICE SUPPLY	159.00	
		6883	2/16 OFFICE SUPPLY	159.00	
		1566	1/16 NORTHSTAR EVENT ROOM CHARGE	151.00	
		7142	1/16 OFFICE SUPPLY	119.42	
		1864	1/16 2016 CSMFO MEMBERSHIP-A.DALLOSTA	110.00	
		5061	2/2/16 TRANSPORATION SERVICE	88.00	
		4964	1/16 COMPUTER HARDWARE PURCHASE	86.38	
		1864	1/12/16 GFOA STRATEGIC PLANNING HOTEL-KMCCARTHY	73.93	
		4964	2/16 1-YEAR DOMAIN NAME REGISTRATION	69.97	
		4964	1/16 COMPUTER HARDWARE PURCHASE	64.76	
		7142	1/6/16 COUNCIL STUDY SESSION SUPPLIES	63.01	
		1566	1/16/16 SOCIAL MEDIA LUNCH MEETING	61.25	
		1566	2/2/16 CALIFORNIA TRAVEL ASSOCIATION MEETING	48.50	
		1864	12/15 SATELLITE PHONE SERVICE	43.19	
		1864	1/16 ONLINE PAYMENT ACCOUNT MANAGEMENT SERVICES	31.90	
		4964	1/16 COMPUTER HARDWARE PURCHASE	29.51	
		5061	1/28/16 STAFF BREAKFAST MEETING SUPPLIES	27.98	
		7142	1/8/16 CCMF QUARTERLY MEETING SUPPLIES	24.95	
		7142	1/7/16 COUNCIL MEETING SUPPLIES	22.46	
		1566	2/1/16 CAL TRAVEL AIRFARE TRIP PROTECTION FEE	21.00	
		1864	2/16 TRAINING MATERIAL	16.36	
		7142	1/16 OFFICE SUPPLY	16.19	
		5061	1/16 DIGITAL ACCESS OF THE DESERT SUN	10.00	
		1864	1/12/16 GFOA STRATEGIC PLANNING MEAL EXPENSE-KMCCARTHY	8.50	
		4964	2/16 1-YEAR DOMAIN NAME REGISTRATION	8.47	
		7142	1/8/16 CCMF QUARTERLY MEETING SUPPLIES	6.99	19,093.62
48975	3/3/2016		CASA DORADO HOMEOWNERS ASSOC.		
		2015/16-1	3/16 2015/16 LLMD PASS THROUGH-CASA DORADO	14,266.00	14,266.00
49000	3/3/2016		INDIAN WELLS GOLF RESORT		
		0116RD	1/16 GOLF RESORT RESIDENT DISCOUNTS	11,910.71	11,910.71
48982	3/3/2016		COVE AT INDIAN WELLS HOA		
		2015/16-1	3/16 2015/16 LLMD PASS THROUGH-COOK ST SOUTH	10,831.00	10,831.00
48999	3/3/2016		INDIAN WELLS ARTS FESTIVAL		
		2016017	4/16 2015/16 IW ARTS FESTIVAL SPONSORSHIP	10,000.00	120 10,000.00

**CITY OF INDIAN WELLS
03/03/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48971	3/3/2016	ABS2016Q1	BURRTEC WASTE & RECYCLING 1/16-3/16 RECYCLING COORDINATOR SERVICES	8,750.00	8,750.00
49010	3/3/2016	20815	MVT PUBLIC RELATIONS, LLC 2/16 SOCIAL MEDIA REPORT FOR BNP PARIBAS OPEN	6,000.00	6,000.00
48977	3/3/2016	81069	CLEANSTREET 1/16 CITYWIDE STREET SWEEPING SERVICES	3,702.43	3,702.43
49015	3/3/2016	91528	PERFECT IMAGES JANITORIAL 1/16 JANITORIAL MAINTENANCE	3,495.00	3,495.00
49031	3/3/2016	964521	UNION BANK OF CALIFORNIA 1/16-12/16 2014 TABS ADMINISTRATION FEES	3,105.00	3,105.00
49022	3/3/2016	B00-012-917-1 B00-012-905-1 B00-012-988-1 IW-M114	RA STRUCTURAL ENGINEERING 12/15-1/16 PLAN CHECK SERVICES 12/15-2/16 PLAN CHECK SERVICES 1/16 PLAN CHECK SERVICES 10/15-2/16 PLAN CHECK SERVICE MILEAGE REIMB	1,430.00 1,170.00 260.00 121.20	2,981.20
49017	3/3/2016	160136	PRINTING PLACE 2/16 NEWSLETTER PRINTING SERVICES	2,890.00	2,890.00
49025	3/3/2016	FC0000015272	RIVERSIDE COUNTY FLOOD CONTROL 2/16 2015/16 IW SHARE WHITEWATER NPDES PERMIT	2,865.83	2,865.83
48995	3/3/2016	10455-1 10457-1 10410-1	GRAPHTEK INTERACTIVE 3/16 NEWSLETTER DESIGN SERVICES 2/16 MIZELL GALA AD SERVICE 2/16 ALASKA AIRLINES/TENNIS AD SERVICES	2,500.00 175.00 125.00	2,800.00
48996	3/3/2016	32017 32074	HIGH TECH MAILING SERVICES 2/16 NEWSLETTER MAILING SERVICES 2/16 (1,079) TENNIS ENVELOPE PRINTING	2,550.28 114.74	2,665.02
49012	3/3/2016	S149011	OMEGA INDUSTRIAL SUPPLY, INC 1/16 (1,900) SAND BAGS	2,565.00	2,565.00
49023	3/3/2016	LTR DTD 2/4/16	RANCHO MIRAGE, CITY OF 2/16 TRAFFIC TEAM EQUIPMENT PURCHASE-IW SHARE	2,142.93	2,142.93
48998	3/3/2016	26784 27068	HOSPITALITY EBUSINESS 2/16 ADVERTISING & PROMOTION WEB SERVICES 3/16 ADVERTISING & PROMOTION WEB SERVICES	800.00 800.00	1,600.00

**CITY OF INDIAN WELLS
03/03/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49024	3/3/2016	4944	RASA 2/16 CITY MAP/PLAN CHECKING SERVICES	1,463.00	1,463.00
49001	3/3/2016	164413 164412	INNOVATIVE DOCUMENT SOLUTIONS 1/16 COPIERS MAINTENANCE-IRA6265 & IRC7270 1/16 CANON COPIER MAINTENANCE-IR7105 & IR4045	1,158.36 194.53	1,352.89
48976	3/3/2016	BZR6137 BZD7071	CDW GOVERNMENT, INC. 2/16 COMPUTER HARDWARE PURCHASE 2/16 COMPUTER HARDWARE PURCHASE	1,093.54 246.89	1,340.43
49007	3/3/2016	8924	MARTIN SWEEPING 1/16 CITYWIDE STORM DRAIN FACILITIES MAINTENANCE	1,112.70	1,112.70
49027	3/3/2016	031250154	SAFEGUARD BUSINESS SYSTEMS INC 2/16 (2,500) A/P CHECK FORMS	912.56	912.56
48989	3/3/2016	PAYMENT ID 574	DUNN'S DESIGNER POOLS 7/30/15 BUILDING PERMIT REFUND-74375 QUAIL LAKES DR	857.00	857.00
48993	3/3/2016	373418 373060	FULTON DISTRIBUTING 2/16 JANITORIAL SUPPLIES 2/16 KITCHEN/MEETING SUPPLIES	464.05 382.89	846.94
49014	3/3/2016	2030141379	PARKHOUSE TIRE, INC. 1/16 (4) CITY TRUCK TIRES	842.50	842.50
48980	3/3/2016	81662056	CORELOGIC INFORMATION 1/16 REALQUEST ONLINE REAL ESTATE DATA	825.00	825.00
49029	3/3/2016	3291694415 3291694416	STAPLES 1/16 OFFICE SUPPLIES 1/16 MISC OFFICE SUPPLIES	539.99 218.37	758.36
48981	3/3/2016	AN0000000675	COUNTY OF RIVERSIDE 1/16 ANIMAL SHELTER MAINTENANCE SERVICES	711.86	711.86
49018	3/3/2016	4094 4129	PROPER SOLUTIONS 1/28-1/29/16 CITY STAFF TEMP SERVICES 2/4-2/5/16 CITY STAFF TEMP SERVICES	319.68 319.68	639.36
48973	3/3/2016	902411889 988620062	CANON SOLUTIONS AMERICA, INC. 2/16 (2) WIDE FORMAT PRINTER/SCANNER INK CARTRIDGES 2/16 WIDE FORMAT COPIER/SCANNER MAINTENANCE	480.88 54.63	535.51
49021	3/3/2016	18265	PUBLIC RECORD 2/2/16 LEGAL NOTICES-CITY CLERK DEPT	501.00	501.00

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CITY OF INDIAN WELLS
03/03/2016 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49020	3/3/2016		PRUDENTIAL OVERALL SUPPLY		
		22192187	2/3/16 FACILITY SERVICES	144.31	
		22199298	2/17/16 FACILITY SERVICES	144.30	
		22195708	2/10/16 FACILITY SERVICES	115.55	404.16
48987	3/3/2016		DESERT REPROGRAPHICS, LLC		
		51546	1/16 DIGITAL SCANNING SERVICES	207.50	
		51458	1/16 DIGITAL SCANNING SERVICES	192.57	400.07
48994	3/3/2016		GLADWELL GOVERNMENTAL SERVICES		
		3386	1/29/16 ON-SITE EMPLOYEE TRAINING	400.00	400.00
48992	3/3/2016		FORTEL TRAFFIC, INC.		
		8759	2/16 SPEED SIGN SUPPLIES	398.00	398.00
49009	3/3/2016		MCKINNEY, WADE G.		
		REIMB	2/10-2/12/16 EXECUTIVE TEAM STRATEGIC PLANNING RETREAT	393.78	393.78
49003	3/3/2016		JP TREE CARE CERTIFD ARBORIST		
		12108	2/1/16 CODE ENFORCEMENT ABATEMENT SERVICE	390.00	390.00
48978	3/3/2016		COACHELLA VALLEY VIOLENT CRIME		
		IW2015-002	7/15-12/15 T-1 LINE PHONE SERVICE	361.25	361.25
49028	3/3/2016		SOUTHERN CALIFORNIA EDISON CO.		
		2-10-366-7580	1/16 UTILITIES	141.13	
		2-10-366-7440	1/16 UTILITIES	139.84	
		2-36-295-8456	1/16 UTILITIES	43.50	
		2-35-530-3157	1/16 UTILITIES	10.90	335.37
48969	3/3/2016		ARRANGEMENTS FLORAL & PARTY		
		661	1/16 (1) SYMPATHY ARRANGEMENT & DELIVERY FEE	283.00	283.00
49002	3/3/2016		JOHNSTONE SUPPLY		
		287784	2/16 MAINTENANCE SUPPLIES	137.27	
		28778	2/16 MAINTENANCE SUPPLIES	120.18	257.45
48988	3/3/2016		DESERT SUN PUBLISHING CO.		
		0005505968	1/16 LEGAL NOTICES-CITY CLERK DEPT	254.00	254.00
49006	3/3/2016		MARK CIESLIKOWSKI PHOTOGRAPHY		
		5725	1/29/16 PHOTOGRAPHY SERVICES	248.40	248.40
48966	3/3/2016		AEGIS ITS, INCOPORATED		
		16161	1/16 TRAFFIC SIGNALS MAINTENANCE	240.00	240.00

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CITY OF INDIAN WELLS
03/03/2016 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49004	3/3/2016	100412	JTB SUPPLY COMPANY, INC. 1/16 INFRASTRUCTURE MAINTENANCE SUPPLIES	239.16	239.16
48997	3/3/2016	4011090 3101072 1112378	HOME DEPOT 1/16 MAINTENANCE SUPPLIES 1/16 TOOL SUPPLY 1/16 TOOL SUPPLY	106.19 85.26 32.08	223.53
48983	3/3/2016	68159	DATA TICKET INC. 1/16 CODE ENFORCEMENT CITATION PROCESSING SERVICES	200.00	200.00
48991	3/3/2016	96683 96684 96685	FERNANDO'S BUST-A-BUG 2/16 PEST CONTROL SERVICE FOR CIVIC CENTER 2/16 PEST CONTROL SERVICES-FIRE STATION 2/16 PEST CONTROL SERVICES-WALK OF HONOR	96.00 50.00 20.00	166.00
48979	3/3/2016	317055-849582	COACHELLA VALLEY WATER DIST. 1/16 UTILITIES	130.67	130.67
49011	3/3/2016	34731457	NORTHERN-BLUETARP FINANCIAL 1/16 UNIFORM SUPPLY	122.45	122.45
49016	3/3/2016	131033	POWERS AWARDS 1/16 OFFICE SUPPLIES	103.68	103.68
48990	3/3/2016	5-317-84807	FEDERAL EXPRESS CORP. 1/14/16 EXPRESS MAIL SERVICES	98.28	98.28
49013	3/3/2016	198354 198474 198295 198534	PALM DESERT ACE HARDWARE 1/16 MAINTENANCE SUPPLIES 2/16 MAINTENANCE SUPPLIES 1/16 MAINTENANCE SUPPLIES 2/16 MAINTENANCE SUPPLIES	52.32 22.65 15.53 1.61	92.11
48968	3/3/2016	160200106101	AROUND-THE-CLOCK 1/12-2/8/16 AFTER HOURS PHONE ANSWERING	91.00	91.00
48967	3/3/2016	67370 67429	AMERICAN FORENSIC NURSES 1/16 PUBLIC SAFETY BLOOD DRAW TESTING SERVICES 1/16 PUBLIC SAFETY BLOOD DRAW TESTING SERVICES	40.00 40.00	80.00
48972	3/3/2016	44-BS 405166	BURRTEC WASTE & RECYCLING 2/16 ONSITE STORAGE BOX RENTAL	80.00	80.00
49005	3/3/2016	12637	LASR-INK 2/16 (2) PRINTER CARTRIDGES	76.30	12430

**CITY OF INDIAN WELLS
03/03/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49008	3/3/2016		MCHENRY'S CONSTRUCTION		
		PAYMENT ID 807	8/21/15 BUILDING PERMIT REFUND-45677 W VILLAGGIO	66.39	66.39
48974	3/3/2016		CARDINAL PROMOTIONS		
		75319	2/16 CUSTOM EMBROIDERY SERVICES	35.10	35.10
48986	3/3/2016		DESERT PIPE & SUPPLY		
		0014977620	1/16 MAINTENANCE SUPPLIES	26.43	26.43
67 checks in this report					
TOTAL CITY WARRANTS 48966-49031 & 49115-49116:					802,572.53

**CITY OF INDIAN WELLS
03/03/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
Wires :					
1651	3/2/2016		CALIFORNIA PUBLIC EMPLOYEES		
		100000014711499	3/16 MEDICAL INSURANCE PREMIUMS	73,891.83	73,891.83
1650	2/29/2016		INTERNAL REVENUE SERVICE		
		95-2489139	2/26/16 PAYROLL-FWT, FICA & MEDICARE	35,929.95	35,929.95
1652	3/3/2016		CALPERS RETIREMENT SYSTEM		
		6392517834	2/26/16 PAYROLL CONTRIBUTIONS	21,656.17	21,656.17
1649	3/1/2016		ICMA		
			CONTRIBUTIONS 2/26/16 PAYROLL 401A CONTRIBUTION	8,662.85	8,662.85
1653	3/1/2016		CALIFORNIA, STATE OF		
		925-0060-2	2/26/16 PAYROLL-SDI & SWT DEPOSIT	7,066.59	7,066.59
1654	3/3/2016		VISION SERVICE PLAN - (CA)		
		121858900001	3/16 VISION INSURANCE PREMIUMS	891.66	891.66
2931	2/25/2016		INDIAN WELLS EMPLOYEE ASSOC.		
		2379795	2/26/16 PAYROLL IW EMPLOYEE ASSOCIATION DUES	210.00	210.00

TOTAL WIRE DISBURSEMENTS 1649-1654 & 2931: 148,309.05
126

CITY OF INDIAN WELLS
03/03/2016 MEETING WARRANT LIST

<u>CHECK #</u>	<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR NAME/DESCRIPTION</u>	<u>INVOICE AMT</u>	<u>CHECK TOTAL</u>
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			EFT 14602-14631	78,140.90	
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			Total Net Payroll 02/26/16	78,140.90	
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TOTAL CITY DISBURSEMENTS: 1,029,022.48

Note: Warrant 48924 voided 2/18/16, warrant 48944 voided 2/25/16, warrants 47189 & 48208 voided 3/1/16, & warrant 48956 voided 3/2/16.

Note: All warrants were issued prior to the regular scheduled City Council meeting.



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

4/21/2016

File #: 1388-16 **Item #:** N.

City Warrants and Demands.

RECOMMENDED ACTION:

Council **APPROVES** the March 17, 2016 City Warrants and Demands.

**CITY OF INDIAN WELLS
03/17/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		152599-419102	2/16 UTILITIES	25.72	
		314329-846220	2/16 UTILITIES	25.72	
		314499-846416	2/16 UTILITIES	25.72	
		152991-419528	2/16 UTILITIES	23.50	
		156361-423526	2/16 UTILITIES	23.50	
		281233-740500	2/16 UTILITIES	23.50	
		308623-839674	2/16 UTILITIES	19.00	
		281261-740534	2/16 UTILITIES	15.00	
		281263-740536	2/16 UTILITIES	10.00	1,828.72
49099	3/17/2016		SOUTHWEST NETWORKS		
		16-2542	2/16 SOFTWARE LICENSING	1,771.20	1,771.20
49074	3/17/2016		GREAT AMERICA FINANCIAL SVCS		
		18305250	3/16 CANON EQUIPMENT RENTAL LEASE	891.12	
		18341843	3/16 CANON EQUIPMENT RENTAL LEASE	626.83	1,517.95
49084	3/17/2016		LOPEZ, HECTOR		
		1413601-1 0016	5/16/14 DEPOSIT REFUND-DUST CONTROL	1,420.00	1,420.00
49066	3/17/2016		COACHELLA VALLEY CONSERVATION		
		FEB16	2/16 MSHCP COLLECTED	1,287.99	1,287.99
49058	3/17/2016		AVILA, ANGELICA		
		SCHOOL REIMB	1/5-2/23/16 EDUCATION REIMBURSEMENT	1,254.46	1,254.46
49086	3/17/2016		MARK CIESLIKOWSKI PHOTOGRAPHY		
		5735	2/19/16 PHOTOGRAPHY SERVICES	506.00	
		5736	2/21/16 PHOTOGRAPHY SERVICES	371.00	
		5734	2/22/16 PHOTOGRAPHY SERVICES	236.00	1,113.00
49109	3/17/2016		WILLDAN ASSOCIATES		
		002-16359	1/16 ON-CALL BUILDING INSPECTION & PLAN CHECK SERVICES	950.00	950.00
49096	3/17/2016		SIMPLOT PARTNERS		
		208058612	2/16 LANDSCAPE MAINTENANCE SUPPLIES	896.40	896.40
49104	3/17/2016		TIME WARNER CABLE		
		8448410760148720	3/16 CITY HALL INTERNET SERVICES	889.00	889.00
49097	3/17/2016		SITEONE LANDSCAPE SUPPLY, LLC		
		74516088	2/16 LANDSCAPE IRRIGATION SUPPLIES	643.69	
		74515788	2/16 LANDSCAPE IRRIGATION SUPPLIES	135.45	
		74589266	2/16 LANDSCAPE IRRIGATION SUPPLIES	84.32	
49070	3/17/2016		DAVIS, CRAIG		
		1233101-1 0004	11/12 DUST CONTROL DEPOSIT REFUND	860.00	860.00

863.46
131
860.00

**CITY OF INDIAN WELLS
03/17/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49111	3/17/2016		INDIAN WELLS, CITY OF		
		PETTY CASH	2/29/16 HYATT GIFT CARDS	150.00	
		PETTY CASH	2/16/16 JAN/FEB EMPLOYEE BIRTHDAY SUPPLIES	120.00	
		PETTY CASH	1/28/16 CITY CLERK LUNCH MEETING	105.00	
		PETTY CASH	2/16/16 EMPLOYEE BREAKFAST SUPPLIES	94.80	
		PETTY CASH	3/8/16 FINANCE DIRECTOR LUNCH MEETING	51.20	
		PETTY CASH	2/29/16 CITY MANAGER LUNCH MEETING	44.07	
		PETTY CASH	2/22/16 ROTARTY CLUB MEETING	40.00	
		PETTY CASH	3/7/16 RIVERSIDE MEETING MILEAGE REIMB	35.32	
		PETTY CASH	3/15/16 INVESTMENT PORTFOLIO REVIEW BREAKFAST MEETING	27.17	
		PETTY CASH	2/17/16 HULA HOOPS FOR '50'S RESIDENT PARTY	26.48	
		PETTY CASH	2/17/16 SALTON SEA CONFERENCE REGISTRATION	25.00	
		PETTY CASH	2/17/16 SALTON SEA CONFERENCE REGISTRATION	25.00	
		PETTY CASH	3/16 OFFICE SUPPLIES	20.51	
		PETTY CASH	2/26/16 FINANCE DIRECTOR LUNCH MEETING	19.40	
		PETTY CASH	3/17/16 EMPLOYEE TEAM BUILDING LUNCHEON	19.04	
		PETTY CASH	2/16 JAN/FEB BIRTHDAY SUPPLIES	15.00	
		PETTY CASH	2/16/16 JAN/FEB EMPLOYEE BIRTHDAY SUPPLIES	13.98	
		PETTY CASH	2/9/16 IW CHAMBER MIXER	10.00	841.97
49087	3/17/2016		MAXIMUM SECURITY		
		103520	4/16-6/16 SECURITY/FIRE ALARM SERVICES	840.00	840.00
49069	3/17/2016		CORELOGIC INFORMATION		
		81666040	2/16 REALQUEST ONLINE REAL ESTATE DATA	825.00	825.00
49090	3/17/2016		PROPER SOLUTIONS		
		4194	2/18-2/19/16 CITY STAFF TEMP SERVICES	299.70	
		3870	12/17-12/18/15 CITY STAFF TEMP SERVICES	279.72	
		4163	2/11/16 CITY STAFF TEMP SERVICES	159.84	739.26
49089	3/17/2016		OMEGA INDUSTRIAL SUPPLY, INC		
		S149248	2/16 MAINTENANCE SUPPLIES	691.02	691.02
49078	3/17/2016		ID WHOLESALER		
		1203223	2/16 (4) ID CARD PRINTER RIBBON CARTRIDGES	566.00	566.00
49102	3/17/2016		TELEPACIFIC COMMUNICATIONS		
		75577592-0	2/16 CITY HALL PHONE SERVICE	501.65	501.65
49042	3/8/2016		UNION SECURITY INSURANCE CO.		
		5478680	3/16 LIFE INSURANCE/AD&D PREMIUMS	454.55	454.55

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**CITY OF INDIAN WELLS
03/17/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49062	3/17/2016	15838873	CANON FINANCIAL SERVICES, INC 3/16 PRINTER/SCANNER LEASE	453.34	453.34
49064	3/17/2016	1310	CITY CLERKS ASSN OF CALIFORNIA 4/16 2016 CCAC ANNUAL CONFERENCE REGISTRATION-A.AVILA	395.00	395.00
49114	3/17/2016	341-3179 346-0407 200-1815	VERIZON CALIFORNIA 2/16 CITY HALL FIRE/ALARM PHONE LINE SERVICES 2/16 CITY HALL FAX LINE SERVICE 2/16 TRAFFIC SIGNAL PHONE LINE SERVICE	175.18 119.13 62.01	356.32
49067	3/17/2016	IW2015-001	COACHELLA VALLEY VIOLENT CRIME 1/15-6/15 PUBLIC SAFETY T-1 PHONE SERVICE	352.77	352.77
49101	3/17/2016	22782 22771	TCC SALES 2/16 MAINTENANCE SUPPLIES 2/16 MAINTENANCE SUPPLIES	215.80 133.12	348.92
49076	3/17/2016	10004802526	HDS WHITE CAP CONST SUPPLY 2/16 MAINTENANCE SUPPLIES	302.39	302.39
49081	3/17/2016	160039	JME 4/20/16 COMMITTEE DINNER ENTERTAINMENT DEPOSIT	300.00	300.00
49100	3/17/2016	3292611889 3293709491 3293709492 3293157002	STAPLES 2/16 MISC OFFICE SUPPLIES 2/16 MISC OFFICE SUPPLIES 2/16 MISC OFFICE SUPPLIES 2/16 CREDIT-MISC OFFICE SUPPLIES	215.80 53.80 27.63 -19.97	277.26
49063	3/17/2016	BZX6165	CDW GOVERNMENT, INC. 2/16 COMPUTER HARDWARE PURCHASE	257.88	257.88
49110	3/16/2016	00370351-360	EMPLOYMENT DEVELOPMENT DEPT 3/11/16 PAYROLL GARNISHMENT	235.28	235.28
49107	3/17/2016	9761111359 9760235319	VERIZON WIRELESS 2/16 CELLULAR PHONE SERVICE 1/16 MOTOR OFFICER TICKET WRITER CELLULAR SERVICE	210.32 22.20	232.52
49073	3/17/2016	581740	FIRST CHOICE SERVICES 2/16 KITCHEN/MEETING SUPPLIES	218.60	218.60
49077	3/17/2016	0110590	HOME DEPOT 2/16 TOOL SUPPLY	215.84	215.84

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**CITY OF INDIAN WELLS
03/17/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49092	3/17/2016	9990116000-1601	RIVERSIDE COUNTY INFORMATION 1/16 SHERIFF MOTORCYCLE RADIO OPERATIONS SERVICES	214.34	214.34
49040	3/8/2016	FEBRUARY 2016	NATIONAL INSURANCE MARKETING 2/26/16 PAYROLL LIFE INSURANCE PAYMENT	187.50	187.50
49103	3/17/2016	75596332-0	TELEPACIFIC COMMUNICATIONS 2/16 E.O.C. EMERGENCY PHONE SERVICE	165.35	165.35
49072	3/17/2016	S2278567.001	DESERT ELECTRIC SUPPLY 2/16 ELECTRICAL SUPPLIES	146.45	146.45
49083	3/17/2016	AA00028278	LOCK SHOP, INC., THE 2/16 MAINTENANCE SUPPLIES	129.60	129.60
49095	3/17/2016	76722	SIGN A RAMA 2/16 MAINTENANCE SUPPLIES	126.36	126.36
49061	3/17/2016	71537	CAM STONE'S AUTOMOTIVE 2/16 CITY FLEET VEHICLE MAINTENANCE	123.56	123.56
49091	3/17/2016	22203325	PRUDENTIAL OVERALL SUPPLY 2/24/16 FACILITY SERVICES	115.55	115.55
49094	3/17/2016	SH0000027768	RIVERSIDE COUNTY SHERIFF DEPT. 1/16 TRAFFIC MOTORCYCLE FUEL	114.55	114.55
49039	3/8/2016	3	LCC RIVERSIDE COUNTY DIVISION 3/14/16 LCC GENERAL MEETING	105.00	105.00
49060	3/17/2016	3440821	BATTERY SYSTEMS, INC. 2/16 VEHICLE MAINTENANCE SUPPLY	86.37	86.37
49112	3/16/2016	DTD 3/11/2016	NATIONAL INSURANCE MARKETING 3/11/16 PAYROLL LIFE INSURANCE PAYMENT	77.49	77.49
49079	3/17/2016	50579115	IMPERIAL IRRIGATION DISTRICT 2/16 UTILITIES	55.48	55.48
49085	3/17/2016	08846	LOWE'S BUSINESS ACCOUNT 2/16 MAINTENANCE SUPPLIES	53.27	53.27
49105	3/17/2016	1052278	TOPS N BARRICADES 2/16 MAINTENANCE SUPPLIES	26.24	26.24

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26.24

**CITY OF INDIAN WELLS
03/17/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49113	3/16/2016	352000006506	UNITED WAY OF THE DESERT 3/11/16 PAYROLL EMPLOYEE CONTRIBUTIONS	25.00	25.00
49043	3/8/2016	352000006506	UNITED WAY OF THE DESERT 2/26/16 PAYROLL EMPLOYEE CONTRIBUTIONS	25.00	25.00
49057	3/17/2016	287243904839	AT&T MOBILITY 1/16 SIM CARD DATA SERVICES	21.63	21.63
49088	3/17/2016	627757319-171	NEXTEL COMMUNICATIONS 1/16 CELLULAR COMMUNICATION SERVICES	20.80	20.80
64 checks in this report					
TOTAL CITY WARRANTS 49038-49043 & 49057-49114:					344,009.18

**CITY OF INDIAN WELLS
03/17/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
Wires :					
45	3/16/2016		INDIAN WELLS GOLF RESORT		
		2016 02 SD	3/16 WIND STORM DAMAGE REIMBURSEMENT	41,424.80	41,424.80
1656	3/11/2016		INTERNAL REVENUE SERVICE		
		95-2489139	3/11/16 PAYROLL-FWT, FICA & MEDICARE	36,961.12	36,961.12
1657	3/16/2016		CALPERS RETIREMENT SYSTEM		
		6392517834	3/11/16 PAYROLL CONTRIBUTIONS	21,849.24	21,849.24
1655	3/16/2016		ICMA		
		CONTRIBUTIONS	3/11/16 PAYROLL-401A, 457 & ROTH IRA CONTRIBUTIONS	8,660.71	8,660.71
1658	3/11/2016		CALIFORNIA, STATE OF		
		925-0060-2	3/11/16 PAYROLL-SDI & SWT DEPOSIT	7,073.44	7,073.44
2932	3/10/2016		INDIAN WELLS EMPLOYEE ASSOC.		
		2379795	3/11/16 PAYROLL IW EMPLOYEE ASSOCIATION	210.00	210.00

TOTAL WIRE DISBURSEMENTS 45 & 1655-1658 & 2932: 116,179.31

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**CITY OF INDIAN WELLS
03/17/2016 MEETING WARRANT LIST**

<u>CHECK #</u>	<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR NAME/DESCRIPTION</u>	<u>INVOICE AMT</u>	<u>CHECK TOTAL</u>
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EFT 14632-14665	82,473.04
2933	705.83
Total Net Payroll 03/11/16	83,178.87

TOTAL CITY DISBURSEMENTS: 543,367.36

Note: Warrant 48220 voided 3/7/16.

Note: All warrants were issued prior to the regular scheduled City Council meeting.



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

4/21/2016

File #: 1389-16 **Item #:** O.

City Warrants and Demands.

RECOMMENDED ACTION:

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

CITY OF INDIAN WELLS
04/07/2016 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49218	4/7/2016	SI-170816	VINTAGE ASSOCIATES 3/16 CITYWIDE LANDSCAPE MAINTENANCE SERVICES	47,909.17	47,909.17
49164	4/7/2016	8233	J.H. THOMPSON & SONS, INC. 3/16 CITYWIDE CONCRETE & STORM DRAIN REPAIRS	35,003.70	36,425.70
		8235	3/16 CITYWIDE CONCRETE & STORM DRAIN REPAIRS	1,422.00	
49214	4/7/2016	003561	TROON RESTAURANT HOLDINGS, LLC 2/25/16 FABULOUS 50'S RESIDENT EVENT	29,552.91	31,932.50
		003471	1/27/16 STRATEGIC PLANNING SESSION	2,379.59	
49131	4/7/2016	767719	BEST, BEST & KRIEGER, L.L.P. 2/16 GENERAL RETAINER LEGAL SERVICES	20,611.00	26,186.31
		767725	2/16 CODE ENFORCEMENT LEGAL SERVICES	3,141.94	
		767721	2/16 PERSONNEL LEGAL SERVICES	1,545.60	
		767726	2/16 CODE ENFORCEMENT LEGAL SERVICES	500.00	
		767728	2/16 CODE ENFORCEMENT LEGAL SERVICES	266.22	
		767727	2/16 CODE ENFORCEMENT LEGAL SERVICES	121.55	
49155	4/7/2016	74088	GRANICUS 2/16 WEBSITE REDESIGN & DEVELOPMENT SERVICES	17,063.70	
		74286	4/16-6/16 SOFTWARE LICENSING & SUPPORT	2,697.00	
49162	4/7/2016	0216RD	INDIAN WELLS GOLF RESORT 2/16 GOLF RESORT RESIDENT DISCOUNTS	13,966.66	13,966.66
49204	4/7/2016	2016-001	SUSTAINABLE CIVIL ENGINEERING 2/16 ENGINEERING PLAN CHECK SERVICES	6,750.00	6,750.00
49212	4/7/2016	1431601-3 0047	TOSCANA HOMES, L.P. 11/14 DEPOSIT REFUND-TRACT 29663-9	6,420.00	6,420.00
49170	4/7/2016	DTD 3/22/16	LEON'S LANDSCAPING & TREE 3/16 CITY LANDSCAPING AND TREE SERVICES	5,199.00	6,199.00
		12171	3/16 CITY LANDSCAPING AND TREE SERVICES	1,000.00	
49180	4/7/2016	30616	MVT PUBLIC RELATIONS, LLC 3/16 SOCIAL MEDIA REPORT FOR BNP PARIBAS OPEN	6,000.00	6,000.00
49197	4/7/2016	16200304	SHARK POOLS, INC. 3/16 IW LANE WEST SIDE OF HWY 111 FOUNTAINS MAINTENANCE	1,120.00	139
		16200305	3/16 IW LANE EAST SIDE OF HWY 111 FOUNTAINS MAINTENANCE	1,120.00	
		16200211	2/16 IW LANE FOUNTAINS EXTRA MAINTENANCE SERVICE	1,100.00	
		16200303	3/16 WALK OF HONOR FOUNTAIN MAINTENANCE	720.00	
		16200302	3/16 CITY FLAGPOLE FOUNTAIN MAINTENANCE	360.00	
		16200301	3/16 CITY HALL ENTRY FOUNTAIN MAINTENANCE	360.00	
		16200212	2/16 IW LANE FOUNTAINS EXTRA MAINTENANCE SERVICE	354.41	

**CITY OF INDIAN WELLS
04/07/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49191	4/7/2016	16200306	2/16 IW LANE FOUNTAINS EXTRA MAINTENANCE SERVICE RA STRUCTURAL ENGINEERING	150.00	5,284.41
		B00-013-019-1	2/16 PLAN CHECK SERVICES	1,560.00	
		B00-012-948-1	2/16 PLAN CHECK SERVICES	1,040.00	
		B00-012-934-1	2/16 PLAN CHECK SERVICES	780.00	
		B00-012-989-1	2/16 PLAN CHECK SERVICES	780.00	
		B00-012-969-1	2/16 PLAN CHECK SERVICES	520.00	
		B00-012-092-1	2/16 PLAN CHECK SERVICES	390.00	
		B00-012-832-1	11/15 PLAN CHECK SERVICES	195.00	5,265.00
49156	4/7/2016		GRAPHTEK INTERACTIVE		
		10543-1	4/16 NEWSLETTER DESIGN SERVICES	2,500.00	
		10341-2	1/16 ECONOMIC DEVELOPMENT PLAN	1,275.00	
		10485-1	3/16 BNP WEB BANNERS DESIGN	375.00	
		10517-1	3/16 AMDOCS AD DESIGN	325.00	
		10488-1	3/16 TENNIS BROCHURE AD DESIGN	175.00	
		10556-1	3/16 CAR SHOW FLYER	150.00	4,800.00
49211	4/7/2016		TOPS N BARRICADES		
		1052270	2/16 PUBLIC SAFETY SUPPLIES	2,580.00	
		1052099	2/16 PUBLIC SAFETY SUPPLIES	1,218.78	
		1052206	2/16 PUBLIC SAFETY SUPPLIES	703.84	
		1052474	2/16 CREDIT-PUBLIC SAFETY SUPPLIES	-207.36	4,295.26
49141	4/7/2016		CLEANSTREET		
		81381	2/16 CITYWIDE STREET SWEEPING SERVICES	3,702.43	
		81616	3/9/16 EXTRA STREET SWEEPING SERVICE	190.00	3,892.43
49119	3/28/2016		DELTA DENTAL		
		BE001559794	4/16 DENTAL INSURANCE PREMIUMS	3,505.44	3,505.44
49186	4/7/2016		PERFECT IMAGES JANITORIAL		
		91704	2/16 JANITORIAL MAINTENANCE	3,495.00	3,495.00
49166	4/7/2016		JOE A. GONSALVES & SON		
		26003	4/16 LEGISLATIVE ADVOCACY SERVICES	3,000.00	3,000.00
49126	4/7/2016		AIR EXCHANGE, INC.		
		160303	3/16 FIRE STATION MAINTENANCE	2,730.72	2,730.72
49187	4/7/2016		PRINTING PLACE		
		160403	3/16 NEWSLETTER PRINTING SERVICES	2,540.00	2,540.00
49185	4/7/2016		PALM SPRINGS CULTURAL CENTER		
		DTD 3/7/16	3/30/16 RESIDENT PRIVATE FILM SCREENING EVENT	2,500.00	2,500.00 140

CITY OF INDIAN WELLS
04/07/2016 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49139	4/7/2016	1467	CHAPMAN COAST ROOF 3/16 BLDG & GROUNDS MAINTENANCE	2,449.50	2,449.50
49159	4/7/2016	32215	HIGH TECH MAILING SERVICES 3/16 NEWSLETTER MAILING SERVICES	2,445.93	2,445.93
49220	4/7/2016	002-16455	WILLDAN ASSOCIATES 2/16 ON-CALL BUILDING INSPECTION SERVICES	2,185.00	2,185.00
49216	4/7/2016	969972	UNION BANK OF CALIFORNIA 12/15-2/16 TABS ADMINISTRATION FEES	2,179.00	2,179.00
49179	4/7/2016	1416201-1 0006	MURRAY, TIM 6/11/14 DEPOSIT REFUND-74502 DESERT ARROYO	1,980.00	1,980.00
49122	3/28/2016	4015595	UNION SECURITY INSURANCE CO. 4/16 SHORT/LONG TERM DISABILITY INSURANCE	1,924.09	1,924.09
49125	4/7/2016	124222	AGILE360 A DIVISION OF ENTISYS 3/16 (20) ANNUAL 1GB FILE SHARING & STORAGE SOFTWARE LICENSES	1,920.00	1,920.00
49200	4/7/2016		SOUTHERN CALIFORNIA EDISON CO.		
		2-01-570-2186	3/16 UTILITIES	895.80	
		2-10-366-7440	2/16 UTILITIES	144.07	
		2-10-366-7580	2/16 UTILITIES	142.26	
		2-26-446-8521	3/16 UTILITIES	112.52	
		2-28-811-8029	3/16 UTILITIES	81.63	
		2-02-275-6597	3/16 UTILITIES	78.46	
		2-33-975-8682	3/16 UTILITIES	70.96	
		2-04-013-0916	3/16 UTILITIES	65.35	
		2-26-702-6078	3/16 UTILITIES	62.13	
		2-28-811-8276	3/16 UTILITIES	55.82	
		2-28-811-8425	3/16 UTILITIES	46.31	
		2-36-295-8456	2/16 UTILITIES	43.84	
		2-28-811-8367	3/16 UTILITIES	41.32	
		2-35-253-2683	3/16 UTILITIES	31.49	
		2-01-570-2202	3/16 UTILITIES	21.17	
		2-35-530-3157	2/16 UTILITIES	10.99	
		2-32-400-4498	3/16 UTILITIES	0.19	1,904.31
49173	4/7/2016	N5822198	MAILFINANCE, INC. DBA HASLER 4/8-7/7/16 MAIL MACHINE RENTAL	1,502.71	1,502.71
49188	4/7/2016	4270	PROPER SOLUTIONS 3/2-3/4/16 CITY STAFF TEMP SERVICES	479.52	

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CITY OF INDIAN WELLS
04/07/2016 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		4305	3/10-3/11/16 CITY STAFF TEMP SERVICES	319.68	
		4343	3/17-3/18/16 CITY STAFF TEMP SERVICES	319.68	
		4232	2/25-2/26/16 CITY STAFF TEMP SERVICES	319.68	1,438.56
49174	4/7/2016		MARK CIESLIKOWSKI PHOTOGRAPHY		
		5742	3/10/16 PHOTOGRAPHY SERVICES	615.60	
		5740	3/9/16 PHOTOGRAPHY SERVICES	561.60	
		5741	3/10/16 PHOTOGRAPHY SERVICES	237.60	1,414.80
49134	4/7/2016		BMW OF RIVERSIDE		
		6012910/2	3/16 TRAFFIC MOTORCYCLE MAINTENANCE	1,326.87	1,326.87
49163	4/7/2016		INNOVATIVE DOCUMENT SOLUTIONS		
		165720	2/16 COPIERS MAINTENANCE-IRA6265 & IRC7270	964.32	
		165719	2/16 CANON COPIER MAINTENANCE-IR7105 & IR4045	234.76	1,199.08
49148	4/7/2016		DAN, MIHAI		
		MYRTLE BEACH	3/18-3/23/16 TRAVEL EXPENSE REIMB	1,146.76	1,146.76
49146	4/7/2016		CT WEST INC.		
		1784	3/16 TRAFFIC SIGNAL MAINTENANCE SUPPLIES	1,144.80	1,144.80
49157	4/7/2016		GREAT AMERICA FINANCIAL SVCS		
		18466935	4/16 CANON EQUIPMENT RENTAL LEASE	1,095.23	1,095.23
49182	4/7/2016		OMEGA INDUSTRIAL SUPPLY, INC		
		SI49696	3/16 MAINTENANCE SUPPLIES	537.43	
		SI49781	3/16 MAINTENANCE SUPPLIES	510.71	1,048.14
49219	4/7/2016		WEX BANK		
		44229719	2/16 CITY FLEET VEHICLES FUEL SUPPLY	995.69	995.69
49175	4/7/2016		MARTIN SWEEPING		
		9097	2/16 CITYWIDE STORM DRAIN FACILITIES MAINTENANCE	962.70	962.70
49142	4/7/2016		COACHELLA VALLEY ASSOC OF GOVT		
		CV 16123-16	10/15-12/15 SCAQMD FUNDS (AB2766)	883.99	883.99
49168	4/7/2016		JTB SUPPLY COMPANY, INC.		
		100594	3/16 INFRASTRUCTURE MAINTENANCE SUPPLIES	871.56	871.56
49154	4/7/2016		FULTON DISTRIBUTING		
		377086	3/16 MAINTENANCE SUPPLIES-FIRE STATION	477.40	
		377001	3/16 JANITORIAL SUPPLIES	378.01	855.41
49161	4/7/2016		HOSPITALITY EBUSINESS		
		27448	4/16 ADVERTISING & PROMOTION WEB SERVICES	816.00	1,420

CITY OF INDIAN WELLS
04/07/2016 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49138	4/7/2016	CJJ1556	CDW GOVERNMENT, INC. 3/16 COMPUTER HARDWARE PURCHASE	777.90	777.90
49130	4/7/2016	917.645 917.646 917.649	B.G. STRUCTURAL ENGINEERING 2/16 PLAN CHECK SERVICES 2/16 PLAN CHECK SERVICES 3/16 PLAN CHECK SERVICES	337.50 337.50 93.75	768.75
49203	4/7/2016	3293157003 3296138267 3295603799 3296138269 3296138268	STAPLES 2/16 MISC OFFICE SUPPLIES 3/16 MISC OFFICE SUPPLIES 3/16 MISC OFFICE SUPPLIES 3/16 MISC OFFICE SUPPLIES 3/16 MISC OFFICE SUPPLIES	353.68 199.31 93.96 37.01 23.97	707.93
49132	4/7/2016	31744	BIO-TOX LABORATORIES 1/16 POLICE DRUG TESTING SERVICES	686.00	686.00
49184	4/7/2016	72074 72075 72072	PALM DESERT DOOR & HARDWARE 2/16 MAINTENANCE SUPPLIES 2/16 MAINTENANCE SUPPLIES 2/16 MAINTENANCE SUPPLIES	538.88 72.78 72.78	684.44
49133	4/7/2016	8968	BLUERIDGE SOFTWARE INC. 5/16-5/17 ANNUAL CONTRACT ASST SOFTWARE SUPPORT	629.82	629.82
49145	4/7/2016	AN0000000703	COUNTY OF RIVERSIDE 2/16 ANIMAL SHELTER MAINTENANCE SERVICES	602.56	602.56
49169	4/7/2016	ANAHEIM	LEONG, SUSAN 3/1-3/4/16 CSMFO ANNUAL CONFERENCE TRAVEL EXPENSE REIMB	525.06	525.06
49207	4/7/2016	76561657-0	TELEPACIFIC COMMUNICATIONS 3/16 CITY HALL PHONE SERVICE	519.34	519.34
49178	4/7/2016	0000040797	MUNISERVICES, LLC 2/16 SALES TAX REPORTING SYSTEMS	510.00	510.00
49165	4/7/2016	160039	JME 4/20/16 COMMITTEE DINNER ENTERTAINMENT BALANCE DUE	500.00	500.00
49199	4/7/2016	74679442 74709148 74724774 74749684 74748155	SITEONE LANDSCAPE SUPPLY, LLC 3/16 LANDSCAPE IRRIGATION SUPPLIES 3/16 LANDSCAPE IRRIGATION SUPPLIES 3/16 LANDSCAPE IRRIGATION SUPPLIES 3/16 LANDSCAPE IRRIGATION SUPPLIES (NS) 3/16 LANDSCAPE IRRIGATION SUPPLIES	142.11 99.65 93.54 80.51 58.73	474.54

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CITY OF INDIAN WELLS
04/07/2016 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49192	4/7/2016	4952	RASA 3/16 CITY MAP/PLAN CHECKING SERVICES	450.00	450.00
49123	3/28/2016	5478680	UNION SECURITY INSURANCE CO. 4/16 LIFE INSURANCE/AD&D PREMIUMS	426.30	426.30
49135	4/7/2016	45-TP 483671 44-BS 405166	BURRTEC WASTE & RECYCLING 2/16 PUBLIC SAFETY SUPPLIES 3/16 ONSITE STORAGE BOX RENTAL	331.75 80.00	411.75
49189	4/7/2016	22207223 22213903 22210323	PRUDENTIAL OVERALL SUPPLY 3/2/16 FACILITY SERVICES 3/16/16 FACILITY SERVICES 3/9/16 FACILITY SERVICES	144.31 144.30 115.55	404.16
49172	4/7/2016	PAYMENT ID 4126	MACSORLEY, DON 3/9/16 (4) RESIDENT GOLF TOURNAMENT REFUND	400.00	400.00
49140	4/7/2016	1241	CITY CLERKS ASSN OF CALIFORNIA 4/16 2016 CCAC ANNUAL CONFERENCE REGISTRATION-S.HAPNER	395.00	395.00
49202	4/7/2016	1161120-IN	SOUTHWEST BOULDER & STONE INC. 1/16 MEDIAN LANDSCAPE CONVERSION SUPPLIES	391.36	391.36
49147	4/7/2016	ANAHEIM	DALLOSTA, AMY 3/1-3/4/16 CSMFO ANNUAL CONFERENCE TRAVEL EXPENSE REIMB	379.76	379.76
49150	4/7/2016	0005533354	DESERT SUN PUBLISHING CO. 2/16 LEGAL NOTICES-CITY CLERK DEPT	274.00	274.00
49177	4/7/2016	37876	MINUTEMAN PRESS 3/16 CITY LOGO ENVELOPE SUPPLY	264.61	264.61
49167	4/7/2016	9266	JOSLYN CENTER 4/16 ANNUAL BOARD MEMBER DUES	250.00	250.00
49143	4/7/2016	317055-849582 331197-849962	COACHELLA VALLEY WATER DIST. 2/16 UTILITIES 2/16 UTILITIES	184.04 59.48	243.52
49217	4/7/2016	346-0407 200-1815 200-1815	VERIZON CALIFORNIA 3/16 CITY HALL FAX LINE SERVICE 3/16 TRAFFIC SIGNAL PHONE LINE SERVICE 12/15 TRAFFIC SIGNAL PHONE LINE SERVICE	113.88 62.01 56.31	232.20
49215	4/7/2016	22330	TROPICAL PLANT SERVICES 2/16 INDOOR PLANT MAINTENANCE SERVICES	225.00	144 225.00

CITY OF INDIAN WELLS
04/07/2016 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49118	3/28/2016		DALLOSTA, AMY		
		SEATTLE	4/6-4/8/16 GFOA DATA ANALYSIS TRAINING TRAVEL ADVANCE	225.00	225.00
49120	3/28/2016		LEONG, SUSAN		
		SEATTLE	4/6-4/8/16 GFOA DATA ANALYSIS TRAINING TRAVEL ADVANCE	225.00	225.00
49195	4/7/2016		RIVERSIDE COUNTY INFORMATION		
		9990116000-1602	2/16 SHERIFF MOTORCYCLE RADIO OPERATIONS SERVICES	214.34	214.34
49127	4/7/2016		AMERICAN FORENSIC NURSES		
		67503	2/16 PUBLIC SAFETY BLOOD DRAW TESTING SERVICES	120.00	
		67502	2/16 PUBLIC SAFETY BLOOD DRAW TESTING SERVICES	80.00	200.00
49176	4/7/2016		MAXIMUM SECURITY		
		103724	2/16 SECURITY ALARM SERVICE CALL	82.44	
		103721	2/16 SECURITY ALARM SERVICE CALL	65.00	
		103780	3/16 SECURITY ALARM SERVICE CALL	45.00	192.44
49221	4/7/2016		YELLOW MART STORES		
		12165	3/16 UNIFORM SUPPLIES	188.95	188.95
49152	4/7/2016		FERNANDO'S BUST-A-BUG		
		97683	3/16 PEST CONTROL SERVICE FOR CIVIC CENTER	96.00	
		97685	3/16 PEST CONTROL SERVICES-FIRE STATION	50.00	
		97684	3/16 PEST CONTROL SERVICES-WALK OF HONOR	20.00	166.00
49208	4/7/2016		TELEPACIFIC COMMUNICATIONS		
		76580228-0	3/16 E.O.C. EMERGENCY PHONE SERVICE	165.39	165.39
49213	4/7/2016		TRI-A-BIKE, INC		
		2155	2/16 POLICE BICYCLE MAINTENANCE	165.00	165.00
49144	4/7/2016		COSTCO-HSBC BANK USA		
		020483	2/16 KITCHEN/MEETING SUPPLIES	149.06	149.06
49151	4/7/2016		FEDERAL EXPRESS CORP.		
		5-347-81910	2/16 EXPRESS MAIL SERVICES	146.36	146.36
49201	4/7/2016		SOUTHERN CALIFORNIA GAS CO.		
		16312760008	2/16 UTILITIES	144.40	144.40
49190	4/7/2016		PUBLIC RECORD		
		18486	3/15/16 LEGAL NOTICES-PLANNING DEPT	141.00	141.00
49209	4/7/2016		TIME CLOCK		
		LM81009.1	4/22/16-4/22/17 DATE & TIME STAMPER SERVICE CONTRACT	128.00	145 128.00

CITY OF INDIAN WELLS
04/07/2016 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49196	4/7/2016	28441	SERVICEMASTER OF THE DESERT 3/16 CLEANING SERVICES	125.00	125.00
49198	4/7/2016	208059371	SIMPLOT PARTNERS 3/16 MAINTENANCE SUPPLIES	110.81	110.81
49128	4/7/2016	160300106101	AROUND-THE-CLOCK 2/9-3/7/16 AFTER HOURS PHONE ANSWERING SERVICE	106.85	106.85
49205	4/7/2016	4121	SYNERGY INFORMATION SYSTEMS 2016 CISCO SMARTNET TOTAL CARE	100.75	100.75
49210	4/7/2016	8448410760152292	TIME WARNER CABLE 3/16 CITY HALL INTERNET SERVICES	85.82	85.82
49121	3/28/2016	MAR 2016	NATIONAL INSURANCE MARKETING 3/25/16 PAYROLL LIFE INSURANCE PAYMENT	77.49	77.49
49183	4/7/2016	199172 199054 199335 199350 199027 199362 199064	PALM DESERT ACE HARDWARE 3/16 TOOL SUPPLY 3/16 MAINTENANCE SUPPLIES 3/16 TOOL SUPPLY 3/16 MAINTENANCE SUPPLIES-FIRE STATION 3/16 MAINTENANCE SUPPLIES 3/16 MAINTENANCE SUPPLIES-FIRE STATION 3/16 MAINTENANCE SUPPLIES	20.51 14.62 12.95 9.71 9.70 5.57 4.28	77.34
49153	4/7/2016	595888	FIESTA FORD 3/16 VEHICLE MAINTENANCE SUPPLY	70.26	70.26
49137	4/7/2016	988636796 988628679	CANON SOLUTIONS AMERICA, INC. 3/16 WIDE FORMAT COPIER/SCANNER MAINTENANCE 2/16 PRINTER/SCANNER MAINTENANCE & USAGE	54.63 12.94	67.57
49149	4/7/2016	S2284986.001 S2285638.001 S2286521.001	DESERT ELECTRIC SUPPLY 3/16 CITY PARKWAYS MAINTENANCE SUPPLIES 3/16 CITY PARKWAYS MAINTENANCE SUPPLIES 3/16 ELECTRICAL SUPPLIES	44.63 7.03 6.02	57.68
49171	4/7/2016	BB00031666 BB00031791 AA00028556 BB00031719	LOCK SHOP, INC., THE 3/16 MAINTENANCE SUPPLIES 3/16 VEHICLE KEY DUPLICATE 3/16 MAINTENANCE SUPPLIES 3/16 MAINTENANCE SUPPLIES	19.50 15.00 12.38 4.75	
49158	4/7/2016	69319	GREEN DESERT NURSERY 3/16 LANDSCAPE SUPPLIES	46.98	

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51.63
46.98

**CITY OF INDIAN WELLS
04/07/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49160	4/7/2016		HOME DEPOT		
		3013992	2/16 MAINTENANCE SUPPLIES	23.73	
		7023078	2/16 PUBLIC SAFETY SUPPLIES	20.46	44.19
49194	4/7/2016		RIVERSIDE COUNTY AUDITOR/ 1/16 CITATIONS PAYABLE COLLECTIONS	37.50	37.50
		JAN16			
49129	4/7/2016		AT&T MOBILITY		
		287243904839	2/16 SIM CARD DATA SERVICES	28.57	28.57
49124	3/28/2016		UNITED WAY OF THE DESERT		
		352000006506	3/25/16 PAYROLL EMPLOYEE CONTRIBUTIONS	25.00	25.00
49193	4/7/2016		RIVERSIDE CO. CLERK-RECORDER		
		633-323-017	3/16 RIVERSIDE COUNTY RECORDING FEE	23.00	23.00
49181	4/7/2016		NEXTEL COMMUNICATIONS		
		627757319-172	2/16 CELLULAR COMMUNICATION SERVICES	20.80	20.80
49136	4/7/2016		CAMERON NURSERY & TURF PRODUCT		
		263893	3/16 LANDSCAPE SUPPLIES	18.90	18.90
49206	4/7/2016		SYNERGY LOGISTICS, INC.		
		0069329	3/16 FIRST AID KIT SUPPLIES	18.70	18.70

104 checks in this report

TOTAL CITY WARRANTS 49118-49221: 292,328.21

**CITY OF INDIAN WELLS
04/07/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
Wires :					
1661	3/29/2016		CALIFORNIA PUBLIC EMPLOYEES		
		100000014725558	4/16 MEDICAL INSURANCE PREMIUMS	70,669.26	70,669.26
1660	3/25/2016		INTERNAL REVENUE SERVICE		
		95-2489139	3/25/16 PAYROLL-FWT, FICA & MEDICARE	36,305.36	36,305.36
1662	3/25/2016		CALPERS RETIREMENT SYSTEM		
		6392517834	3/25/16 PAYROLL CONTRIBUTIONS	21,656.17	21,656.17
1659	3/24/2016		ICMA		
			CONTRIBUTIONS 3/25/16 PAYROLL-401A, 457 & ROTH IRA CONTRIBUTIONS	8,679.91	8,679.91
1663	3/25/2016		CALIFORNIA, STATE OF		
		925-0060-2	3/25/16 PAYROLL-SDI & SWT DEPOSIT	7,142.53	7,142.53
1664	3/29/2016		VISION SERVICE PLAN - (CA)		
		121858900001	4/16 VISION INSURANCE PREMIUMS	863.76	863.76
2935	4/7/2016		INDIAN WELLS EMPLOYEE ASSOC.		
		2379795	4/8/16 PAYROLL IW EMPLOYEE ASSOCIATION	210.00	210.00
2934	3/24/2016		INDIAN WELLS EMPLOYEE ASSOC.		
		2379795	3/25/16 PAYROLL IW EMPLOYEE ASSOCIATION DUES	210.00	210.00

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**CITY OF INDIAN WELLS
04/07/2016 MEETING WARRANT LIST**

<u>CHECK #</u>	<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR NAME/DESCRIPTION</u>	<u>INVOICE AMT</u>	<u>CHECK TOTAL</u>
TOTAL WIRE DISBURSEMENTS 1659-1664 & 2934-2935:					145,736.99
EFT 14666-14695				78,576.85	
Total Net Payroll 03/25/16				<u>78,576.85</u>	
TOTAL CITY DISBURSEMENTS:				516,642.05	

Note: All warrants were issued prior to the regular scheduled City Council meeting.



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

4/21/2016

File #: 1390-16 **Item #:** P.

City Warrants and Demands.

RECOMMENDED ACTION:

Council **APPROVES** the April 21, 2016 City Warrants and Demands.

CITY OF INDIAN WELLS
04/21/2016 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49291	4/21/2016	SH0000027826	RIVERSIDE COUNTY SHERIFF DEPT 11/12-12/9/15 SHERIFF CONTRACT SERVICES	262,270.46	262,270.46
49265	4/21/2016	0013271-IN	GREATER PALM SPRINGS 4/16-6/16 TOT FUNDING CONTRIBUTION	53,277.00	53,277.00
49241	3/29/2016		PLATINUM PLUS FOR BUSINESS		
		1566 NS	3/10/16 BNP PARIBAS OPEN RESIDENT SOCIAL EVENT	6,279.17	
		1566 NS	2/21/16 RESIDENT POLO EVENT	4,465.00	
		1566 NS	3/16 TENNIS TOURNAMENT EVENT BRANDING	3,342.00	
		7142 CT	2/16 COMPUTER HARDWARE PURCHASES	3,161.28	
		7384 KS	3/19-3/23/16 FACILITYDUDE UNIVERSITY REGISTRATION-M.DAN	1,338.00	
		1864 KM	5/2-5/4/16 2016 TYLER CONNECT CONF REGISTRATION-D.AMEZCUA	900.00	
		1864 KM	5/2-5/4/16 2016 TYLER CONNECT CONF REGISTRATION-N.ROJO	900.00	
		1566 NS	2/16 RESIDENT GOLF TOURNAMENT TROPHIES	854.00	
		1864 KM	2/16 OFFICE SUPPLIES	839.81	
		1566 NS	3/16 BNP PARIBAS BOOTH SUPPLIES	763.34	
		7142 CT	3/31/16 JOSLYN CENTER FASHION SHOW SPONSORSHIP	750.00	
		1566 NS	2/22-2/24/16 CALIFORNIA TRAVEL ASSOC HOTEL EXPENSE	696.62	
		1566 NS	2/19/16 RESIDENT SOCIAL EVENT SUPPLIES	640.25	
		7142 CT	5/16 CA CONTRACT CITIES SEMINAR REGISTRATION-D.REED	575.00	
		4964 NW	1/16 AMAZON WEB OFFSITE BACKUP SERVICES	557.81	
		4964 NW	2/16 COMUPTER HARDWARE PURCHASE	557.38	
		5061 DG	2/16 LCW ANNUAL PUBLIC SECTOR LAW CONF HOTEL-D.GASSAWAY	544.49	
		4964 NW	2/16 AMAZON WEB OFFSITE BACKUP SERVICES	543.93	
		1864 KM	4/7-4/8/16 GFOA DATA ANALYSIS TRAINING-S.LEONG	522.00	
		1864 KM	4/7-4/8/16 GFOA DATA ANALYSIS TRAINING-A.DALLOSTA	522.00	
		7142 CT	2/16 (4) IPAD APPLECARES	396.00	
		7142 CT	2/16 COMPUTER HARDWARE PURCHASE	388.58	
		7384 KS	2/16 MAINTENANCE SUPPLIES	336.98	
		7142 CT	5/16 2016 ICMA WEST COAST REGIONAL SUMMIT-D.GASSAWAY	295.00	
		7142 CT	3/16 SCAG 2016 REGIONAL CONFERENCE REGISTRATION-D.REED	250.00	
		1864 KM	5/21/16 GFOA ANNUAL CONFERENCE AIRFARE-K.MCCARTHY	201.05	
		7142 CT	3/3/16 CITY COUNCIL MEETING LUNCH	199.26	
		5061 DG	2/16 COMPUTER TRAINING SUPPLIES	197.50	
		7142 CT	2/16 EXECUTIVE CONFERENCE ROOM COFFEE SUPPLY	183.88	
		7142 CT	2/16 (1) SYMPATHY ARRANGEMENT	182.70	
		7384 KS	3/8-3/11/16 LCC 2016 PW OFFICER INSTITUE AIRFARE-K.SEUMALO	175.46	
		1864 KM	5/25/16 GFOA ANNUAL CONFERENCE AIRFARE-K.MCCARTHY	167.86	
		7384 KS	2/16 MAINTENANCE SUPPLIES	137.65	
		1566 NS	2/19/16 MAYOR'S BREAKFAST FEE	100.00	
		7142 CT	3/17/16 MMASC 2016 WINTER FORUM REGISTRATION-K.SEUMALO	95.00	

**CITY OF INDIAN WELLS
04/21/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		1566 NS	2/26/16 CALIFORNIA TRAVEL ASSOC TAXI EXPENSE	90.00	
		1864 KM	3/16/16 GFOA BUDGET ANALYSTS EXCEL TRAINING-S.LEONG	85.00	
		7142 CT	3/17/16 MMASC 2016 WINTER FORUM REGISTRATION-D.GASSAWAY	85.00	
		1864 KM	2/16 FIRST AID SUPPLIES	75.91	
		1566 NS	2/23/16 CALIFORNIA TRAVEL ASSOC MEAL EXPENSE	74.77	
		7142 CT	2/16 OFFICE SUPPLIES	64.76	
		1566 NS	2/22/16 CALIFORNIA TRAVEL ASSOC MEAL EXPENSE	64.29	
		7384 KS	2/16 UNIFORM SUPPLY	56.64	
		1566 NS	2/22/16 CALIFORNIA TRAVEL ASSOC PARKING FEE	52.00	
		1864 KM	1/16 SATELLITE PHONE SERVICE	43.19	
		5061 DG	2/16 LCW ANNUAL PUBLIC SECTOR LAW CONF AIRPORT PARKING	39.00	
		4964 NW	2/16 COMUPTER HARDWARE PURCHASE	36.32	
		7142 CT	3/15-4/15 IPAD WIRELESS NETWORK SERVICES	35.00	
		7142 CT	3/15-4/15 IPAD WIRELESS NETWORK SERVICES	35.00	
		7142 CT	3/15-4/15 IPAD WIRELESS NETWORK SERVICES	35.00	
		7142 CT	3/15-4/15 IPAD WIRELESS NETWORK SERVICES	35.00	
		1864 KM	2/16 ONLINE PAYMENT ACCOUNT MANAGEMENT SERVICES	27.10	
		1566 NS	2/29/16 CALIFORNIA TRAVEL ASSOC AIRPORT BAGGAGE FEE	25.00	
		1566 NS	2/24/16 CALIFORNIA TRAVEL ASSOC AIRPORT BAGGAGE FEE	25.00	
		7142 CT	2/16 OFFICE SUPPLIES	19.39	
		5061 DG	2/25/16 LCW ANNUAL PUBLIC SECTOR LAW CONF MEAL EXPENSE	18.00	
		7142 CT	2/16 COUNCIL MEETING SUPPLIES	14.97	
		1566 NS	2/23/16 CALIFORNIA TRAVEL ASSOC TAXI EXPENSE	12.62	
		1566 NS	2/24/16 CALIFORNIA TRAVEL ASSOC TAXI EXPENSE	12.12	
		1566 NS	2/23/16 CALIFORNIA TRAVEL ASSO TAXI EXPENSE	12.00	
		1566 NS	2/26/16 CALIFORNIA TRAVEL ASSOC TRANSPORTATION EXPENSE	11.25	
		5061 DG	2/16 THE DESERT SUN DIGITAL SUBSCRIPTION	10.00	
		1566 NS	2/24/16 CALIFORNIA TRAVEL ASSOC MEAL EXPENSE	10.00	
		1566 NS	2/16 GRAPHIC DESIGN SERVICES	10.00	
		7142 CT	3/3/16 CITY COUNCIL MEETING SUPPLIES	9.96	
		1864 KM	5/22-5/25/16 GFOA ANNUAL CONFERENCE	7.00	
		1566 NS	2/22/16 CALIFORNIA TRAVEL ASSOC MEAL EXPENSE	6.30	33,196.59
49301	4/21/2016		TROON RESTAURANT HOLDINGS, LLC		
		05436726	3/9/16 RESIDENT GOLF TOURNAMENT EVENT FEES	10,948.00	
		03003584	3/9/16 RESIDENT GOLF TOURNAMENT F&B	7,108.45	
		05436685	3/9/16 RESIDENT GOLF TOURNAMENT PRIZES	610.00	
		03003600	3/17/16 CITY COUNCIL STUDY SESSION LUNCH	533.63	
		03003586	3/9/16 RESIDENT GOLF TOURNAMENT LUNCHES	368.93	19,569.01
49250	4/21/2016		CALIFORNIA SURVEYING &		
		53383/1	3/16 TRIMBLE HANDHELD GPS CAPITAL ASSET DATA COLLECTORS & SOFTWARE	10,365.60	10,365.60

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**CITY OF INDIAN WELLS
04/21/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49254	4/21/2016	MAR16	COACHELLA VALLEY ASSOC OF GOVT 3/16 TUMF DISTRIBUTION	9,187.20	9,187.20
49272	4/21/2016	RETENTION 8247	J.H. THOMPSON & SONS, INC. 4/16 CITYWIDE CONCRETE & STORM DRAIN RETENTION 4/16 CITYWIDE CONCRETE AND STORM DRAIN REPAIRS	4,418.30 3,339.00	7,757.30
49294	4/21/2016	2-10-345-9178 2-32-228-7590 2-26-379-6526 2-10-366-7580 2-30-405-2939 2-10-366-7440 2-28-811-8524 2-28-811-9811 2-19-255-7163 2-30-405-3051 2-28-811-8466 2-36-295-8456 2-31-473-5101 2-19-200-4638 2-35-530-3157	SOUTHERN CALIFORNIA EDISON CO. 3/16 UTILITIES 3/16 UTILITIES	6,127.36 250.79 225.54 142.27 131.17 129.33 82.16 72.38 57.89 52.17 51.25 43.85 42.99 37.03 10.99	7,457.17
49270	4/21/2016	2015-16 STAX 05438089	INDIAN WELLS GOLF RESORT 7/15-2/16 GOLF RESORT RESIDENT DISCOUNT SALES TAX 3/14/16 RESIDENT GOLF TOURNAMENT SUPPLIES	5,556.91 1,620.00	7,176.91
49278	4/21/2016	30416	MIRAMONTE RESORT 3/16 MARKETING GROUP INCENTIVES	4,300.00	4,300.00
49292	4/21/2016	16200404 16200405 16200403 16200401 16200402	SHARK POOLS, INC. 4/16 IW LANE WEST SIDE OF HWY 111 FOUNTAINS MAINTENANCE 4/16 IW LANE EAST SIDE OF HWY 111 FOUNTAINS MAINTENANCE 4/16 WALK OF HONOR FOUNTAIN MAINTENANCE 4/16 CITY HALL ENTRY FOUNTAIN MAINTENANCE 4/16 CITY FLAGPOLE FOUNTAIN MAINTENANCE	1,120.00 1,120.00 720.00 360.00 360.00	3,680.00
49300	4/21/2016	2 JOB 15-05	TRAFFEX ENGINEERS INC 1/16-3/16 TRAFFIC ENGINEERING SERVICES	3,442.50	3,442.50
49256	4/21/2016	034560 037247 000223	COSTCO-HSBC BANK USA 3/1/16 BNP PARIBAS OPEN SUITE TV UPGRADES 3/7/16 RESIDENT GOLF TOURNAMENT SUPPLIES 3/16/15 EMPLOYEE LUNCHEON SUPPLIES	2,493.16 652.38 35.98	3,181.52

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**CITY OF INDIAN WELLS
04/21/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49263	4/21/2016	10580-1	GRAPHTEK INTERACTIVE 5/16 NEWSLETTER DESIGN SERVICES	2,500.00	2,500.00
49257	4/21/2016	3012	CRAIL COMMUNICATIONS 4/16 NEWSLETTER CONTENT	2,435.00	2,435.00
49244	4/21/2016	SCHOOL REIMB	BATISTE, TANA 1/11-3/21/16 EDUCATION REIMBURSEMENT	2,426.34	2,426.34
49303	4/21/2016	355	VACATION RENTAL COMPLIANCE,LLC 3/16 VACATION RENTAL COMPLIANCE SERVICES	2,400.00	2,400.00
49286	4/21/2016	160584	PRINTING PLACE 4/16 NEWSLETTER PRINTING SERVICES	2,360.00	2,360.00
49266	4/21/2016	32313	HIGH TECH MAILING SERVICES 4/16 NEWSLETTER MAILING SERVICES	2,357.85	2,357.85
49255	4/21/2016		COACHELLA VALLEY WATER DIST.		
		155641-422578	3/16 UTILITIES	493.06	
		317055-849582	3/16 UTILITIES	146.68	
		313547-845300	3/16 UTILITIES	129.74	
		153215-419808	3/16 UTILITIES	118.54	
		281269-740542	3/16 UTILITIES	116.30	
		627893-867338	3/16 UTILITIES	114.66	
		155805-422752	3/16 UTILITIES	86.20	
		155581-422504	3/16 UTILITIES	85.08	
		281271-740546	3/16 UTILITIES	77.24	
		324083-740422	3/16 UTILITIES	72.76	
		331197-849962	3/16 UTILITIES	61.29	
		152067-418436	3/16 UTILITIES	56.96	
		152073-418442	3/16 UTILITIES	53.44	
		314309-846198	3/16 UTILITIES	51.34	
		152069-418438	3/16 UTILITIES	50.76	
		314511-846428	3/16 UTILITIES	49.10	
		152071-418440	3/16 UTILITIES	46.86	
		152175-418598	3/16 UTILITIES	44.76	
		542759-418520	3/16 UTILITIES	41.40	
		314503-846420	3/16 UTILITIES	34.68	
		155761-422706	3/16 UTILITIES	30.20	
		152173-418596	3/16 UTILITIES	29.08	
		152575-419066	3/16 UTILITIES	28.94	
		134443-394192	3/16 UTILITIES	28.28	

**CITY OF INDIAN WELLS
04/21/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		152599-419102	3/16 UTILITIES	27.96	
		314499-846416	3/16 UTILITIES	26.84	
		314329-846220	3/16 UTILITIES	25.72	
		152991-419528	3/16 UTILITIES	23.50	
		281233-740500	3/16 UTILITIES	23.50	
		156361-423526	3/16 UTILITIES	23.50	
		308623-839674	3/16 UTILITIES	19.00	
		281261-740534	3/16 UTILITIES	15.00	
		281263-740536	3/16 UTILITIES	10.00	2,242.37
49273	4/21/2016		JAM SERVICES INC.		
		77520	3/16 (1) REPLACEMENT STREET SIGN	2,106.00	2,106.00
49296	4/21/2016		SOUTHWEST BOULDER & STONE INC.		
		1160797-IN	1/16 MEDIAN LANDSCAPE CONVERSION SUPPLIES	1,112.68	
		1161027-IN	1/16 MEDIAN LANDSCAPE CONVERSION SUPPLIES	451.44	
		1161052-IN	1/16 MEDIAN LANDSCAPE CONVERSION SUPPLIES	394.01	1,958.13
49245	4/21/2016		BEST, BEST & KRIEGER, L.L.P.		
		767724	2/16 LEGAL SERVICES	1,814.91	1,814.91
49280	4/21/2016		N.E.A.D., INC.		
		1212	10/15-12/15 MOBILE MUNICIPAL APP SUPPORT	600.00	
		1244	1/16-3/16 MOBILE MUNICIPAL APP SUPPORT	600.00	
		1295	4/16-6/16 MOBILE MUNICIPAL APP SUPPORT	600.00	1,800.00
49277	4/21/2016		MAUREEN KANE & ASSOCIATES, INC		
		DTD 4/1/16	6/21-6/24/16 CITY CLERKS TECHNICAL TRAINING-A.AVILA	1,550.00	1,550.00
49306	4/21/2016		WEX BANK		
		44606776	3/16 CITY FLEET VEHICLES FUEL SUPPLY	1,546.66	1,546.66
49293	4/21/2016		SITEONE LANDSCAPE SUPPLY, LLC		
		74724727	3/16 MEDIAN LANDSCAPE CONVERSION SUPPLIES	506.57	
		74801861	3/16 MEDIAN LANDSCAPE CONVERSION SUPPLIES	384.98	
		74722139	3/16 MEDIAN LANDSCAPE CONVERSION SUPPLIES	382.11	
		74927476	3/16 LANDSCAPE IRRIGATION SUPPLIES	55.66	1,329.32
49299	4/21/2016		TIME WARNER CABLE		
		8448410760148720	4/16 CITY HALL INTERNET SERVICES	889.00	
		8448410760152292	4/16 CITY HALL INTERNET SERVICES	85.82	974.82
49268	4/21/2016		HOSOPO CORPORATION		
		PAYMENT ID 1901	11/16/15 BUILDING PERMIT REFUND	450.00	
		PAYMENT ID 1902	11/16/15 BUILDING PERMIT REFUND	450.00	900.00
49259	4/21/2016		DESERT REPROGRAPHICS, LLC		
		52288	3/16 DIGITAL SCANNING SERVICES	885.80	155 885.80

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49243	4/21/2016		B.G. STRUCTURAL ENGINEERING		
		917.647	2/16 PLAN CHECK SERVICES	337.50	
		917.648	3/16 PLAN CHECK SERVICES	300.00	637.50
49264	4/21/2016		GREAT AMERICA FINANCIAL SVCS		
		18498907	4/16 CANON EQUIPMENT RENTAL LEASE	626.85	626.85
49248	4/21/2016		CALIF. DEPT OF CONSERVATION		
		JAN-MAR15	1/16-3/16 SMI & SEISMIC HAZARD MAPPING	595.32	595.32
49262	4/21/2016		FULTON DISTRIBUTING		
		377749	3/16 KITCHEN/MEETING SUPPLIES	571.66	571.66
49289	4/21/2016		RA STRUCTURAL ENGINEERING		
		B00-013-073-1	3/16 PLAN CHECK SERVICES	520.00	520.00
49283	4/21/2016		PALM DESERT DOOR & HARDWARE		
		72073	2/16 MAINTENANCE SUPPLIES	503.88	503.88
49251	4/21/2016		CAM STONE'S AUTOMOTIVE		
		71865	3/16 CITY FLEET VEHICLE MAINTENANCE	503.02	503.02
49253	4/21/2016		CHRISTMAN, CARL		
		DTD 3/25/16	3/25/2016 COMMUNICATION AND SPEAKING SKILLS TRAINING	500.00	500.00
49284	4/21/2016		POWELL, GREGORY		
		DTD 3/21/16	3/10-3/20/16 BNP PARIBAS OPEN SECURITY GUARD SERVICES TIP	500.00	500.00
49285	4/21/2016		POWERS AWARDS		
		131949	3/16 CHAMBER OF COMMERCE CAR SHOW TROPHY	474.28	474.28
49252	4/21/2016		CANON FINANCIAL SERVICES, INC		
		15936752	4/16 PRINTER/SCANNER LEASE	447.13	447.13
49297	4/21/2016		STAPLES		
		3296676948	3/16 OFFICE SUPPLIES	264.41	
		3294715656	2/16 MISC OFFICE SUPPLIES	122.38	
		3296676947	3/16 OFFICE SUPPLY	17.81	
		3296676949	3/16 FIRST AID SUPPLIES	13.17	417.77
49267	4/21/2016		HOME DEPOT		
		1022476	3/16 MAINTENANCE SUPPLIES	111.95	
		4015829	3/16 MAINTENANCE SUPPLIES	96.14	
		1010030	3/16 MAINTENANCE SUPPLIES	73.35	
		6116096	3/16 MAINTENANCE SUPPLIES	47.31	
		1010059	3/16 MAINTENANCE SUPPLIES	27.52	

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**CITY OF INDIAN WELLS
04/21/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		8106107	3/16 TOOL SUPPLY	19.42	
		4106497	3/16 MAINTENANCE SUPPLIES	12.93	388.62
49305	4/21/2016		VERIZON WIRELESS		
		9762762009	3/16 CELLULAR PHONE SERVICE	307.76	
		9761870412	2/16 MOTOR OFFICER TICKET WRITER CELLULAR SERVICE	22.20	329.96
49249	4/21/2016		CALIFORNIA BUILDING STANDARDS		
		JAN-MAR16	1/16-3/16 CBSC FEES COLLECTED	323.10	323.10
49287	4/21/2016		PROPER SOLUTIONS		
		4380	3/24-3/25/16 CITY STAFF TEMP SERVICES	319.68	319.68
49274	4/21/2016		JP TREE CARE CERTIFD ARBORIST		
		12124	3/16 CODE ENFORCEMENT ABATEMENT SERVICES	295.00	295.00
49288	4/21/2016		PRUDENTIAL OVERALL SUPPLY		
		22221598	3/30/16 FACILITY SERVICES	144.31	
		22218105	3/23/16 FACILITY SERVICES	115.55	259.86
49295	4/21/2016		SOUTHERN CALIFORNIA GAS CO.		
		16102760622	2/16 UTILITIES	84.89	
		16102760622	3/16 UTILITIES	69.88	
		16312760008	3/16 UTILITIES	36.20	
		15892760008	2/16 UTILITIES	30.87	
		15892760008	3/16 UTILITIES	28.14	249.98
49239	4/11/2016		EMPLOYMENT DEVELOPMENT DEPT		
		00370351-360	4/8/16 PAYROLL GARNISHMENT	235.28	235.28
49302	4/21/2016		TROPICAL PLANT SERVICES		
		22414	3/16 INDOOR PLANT MAINTENANCE SERVICES	225.00	225.00
49298	4/21/2016		TCC SALES		
		23322	3/16 MAINTENANCE SUPPLIES	215.37	215.37
49261	4/21/2016		FIRST CHOICE SERVICES		
		583337	3/16 CITY HALL COFFEE SUPPLY	190.65	190.65
49260	4/21/2016		DIVISION OF STATE ARCHITECT		
		JAN-MAR16	1/16-3/16 DISABILITY ACCESS & EDUCATION FEES COLLECTED	183.00	183.00
49271	4/21/2016		INTERNATIONAL INSTITUTE OF		
		18551	4/6/15-6/30/17 ANNUAL MEMBERSHIP RENEWAL-A.GRANDYS	180.00	180.00
49304	4/21/2016		VERIZON CALIFORNIA		
		341-3179	3/16 CITY HALL FIRE/ALARM PHONE LINE SERVICES	169.79	157 169.79

**CITY OF INDIAN WELLS
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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
49242	4/21/2016	010187553I	AIIM 2/16 ANNUAL MEMBERSHIP RENEWAL-GRANDYS	169.00	169.00
49246	4/21/2016	31891	BIO-TOX LABORATORIES 2/16 IW POLICE DRUG TESTING SERVICES	117.00	117.00
49276	4/21/2016	83488	LOCK SHOP, INC., THE 2/16 BLDG & GROUNDS MAINTENANCE	112.58	112.58
49290	4/21/2016	BEAUMONT BEAUMONT	REED, DANA 1/15/16 LCC RIVERSIDE DIVISION MAYOR'S MEETING MILEAGE 3/11/16 LCC RIVERSIDE DIVISION MAYOR'S MEETING MILEAGE	53.24 53.24	106.48
49275	4/21/2016	5891	JUDICIAL DATA SYSTEMS CORP. 2/16 PARKING CITATIONS SERVICES	100.00	100.00
49279	4/21/2016	DTD 3/21/16	MUNICIPAL MGMT ASSISTANTS OF 3/16 MEMBERSHIP RENEWAL-M.WILKEY	85.00	85.00
49307	4/21/2016	12234	YELLOW MART STORES 3/25/16 UNIFORM SUPPLY	75.59	75.59
49269	4/21/2016	50579115	IMPERIAL IRRIGATION DISTRICT 3/16 UTILITIES	52.68	52.68
49247	4/21/2016	083134	CADENCE COMMUNICATIONS 3/166 VACATION RENTAL HOTLINE & MONITORING SERVICES	50.75	50.75
49282	4/21/2016	199534 199516 199507 199580	PALM DESERT ACE HARDWARE 3/16 MAINTENANCE SUPPLIES 3/16 TOOL SUPPLY 3/16 MAINTENANCE SUPPLIES 3/16 MAINTENANCE SUPPLIES	23.19 9.71 5.45 3.55	41.90
49281	4/21/2016	657056	NAPA AUTO PARTS 3/16 MAINTENANCE SUPPLIES	37.80	37.80
49258	4/21/2016	S2287289.001	DESERT ELECTRIC SUPPLY 3/16 ELECTRICAL SUPPLIES	34.00	34.00
49240	4/11/2016	352000006506	UNITED WAY OF THE DESERT 4/8/16 PAYROLL EMPLOYEE CONTRIBUTIONS	25.00	25.00

69 checks in this report

TOTAL CITY WARRANTS 49239-49307: 467,318.94

**CITY OF INDIAN WELLS
04/21/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
Wires :					
1666	4/8/2016		INTERNAL REVENUE SERVICE		
		95-2489139	4/8/16 PAYROLL-FWT, FICA & MEDICARE	38,148.87	38,148.87
1667	4/12/2016		CALPERS RETIREMENT SYSTEM		
		6392517834	4/8/16 PAYROLL CONTRIBUTIONS	21,849.24	21,849.24
1665	4/8/2016		ICMA		
			CONTRIBUTIONS 4/8/16 PAYROLL-401A, 457 & ROTH IRA CONTRIBUTIONS	8,714.02	8,714.02
1668	4/8/2016		CALIFORNIA, STATE OF		
		925-0060-2	4/8/16 PAYROLL-SDI DEPOSIT	7,357.23	7,357.23
TOTAL WIRE DISBURSEMENTS 1665-1668:					76,069.36

**CITY OF INDIAN WELLS
04/21/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
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	83,472.09
EFT 14696-14729	
2936	705.83
Total Net Payroll 04/08/16	84,177.92

TOTAL CITY DISBURSEMENTS: 627,566.22

Note: Warrants 49239-49241 were issued prior to the regular scheduled City Council meeting.



4/21/2016

File #: RES-158-16 Item #: A.

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

Modification of Conditional Use Permit to Reconfigure and Add New Club and Administrative Facilities at Toscana Country Club

RECOMMENDED ACTIONS:

Council **OPENS** the Public Hearing, takes any public testimony, **CLOSES** the Public Hearing; and

FINDS the project exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15301, Existing Facilities; and

ADOPTS Resolution approving a Modification to Conditional Use Permit No. 2000-01 to reconfigure and add new club and administrative facilities at Toscana County Club.

DISCUSSION:

Background

The Toscana Country Club was originally approved through Conditional Use Permit (CUP) No. 2000-01 in April 2001. As shown in Attachment 3, the original Site Plan of the Club Complex includes:

- golf pro-shop with restrooms, offices and storage building;
- sports club and spa;
- men's and women's locker rooms;
- restaurant and lounge;
- large event center (Via Toscana);
- seven tennis courts, and
- community swimming pool.

Since the original approval, all of the Club facilities have been constructed except for two of the planned tennis courts, the swimming pool, and the "Villa Toscana" event center. As an interim use to the planned event center, Toscana received City Council approval in February 2013 to erect a temporary tent structure that is currently being used on site until construction of the permanent event center building can be developed.

Analysis:

Toscana's management recently held several focus group workshops with Club members to discuss ultimate build-out of the remaining Club facilities. Ultimately, the Club members and management team determined the large Villa Toscana event center building approved as part of the original CUP does not fit the current needs of the members and should be reduced in size, with some of the uses originally envisioned within the building to be relocated to other buildings on the Club Complex site.

The Toscana Country Club is requesting to modify their CUP to reconfigure the Club Complex Site Plan by reducing the size of the currently approved 25,500 square foot (sq ft) Villa Toscana event center (that included banquet facilities, a dining room, a board room and administrative offices), to 8,533 sq ft. and adding a separate 3,243 sq ft administrative building, a 7,798 sq ft casual restaurant (including outdoor dining), and a 1,626 sq ft fitness pavilion, and an additional 30 new parking spaces. The total building square footage for the new and relocated uses would slightly increase the overall building area originally approved for the Club Complex by 3,387 square feet.

The modification also includes the addition of a subterranean service corridor designed to link the existing restaurant with the loading dock adjacent to the Sports Club and the future event center, along with an 844 sq ft restroom building with outdoor pavilion in support of the existing tennis facility and future community pool area.

The exterior of the new buildings are designed in a Tuscan-Mediterranean architectural style that incorporates stone veneer accents, painted exterior plaster, clay roof tiles, along with precast concrete elements, consistent with the existing architectural style of the Toscana Club Complex (Attachments 7 and 8). Landscape and lighting elements have also been designed consistent with the existing plantings and lighting fixtures throughout the Club Complex.

Staff has reviewed the proposal and determined the proposed uses are consistent with the approved uses identified under the original CUP for the Toscana Club Complex. The modified Site Plan and associated building heights and massing are consistent with the established design guidelines set forth for ultimate build-out of the Toscana Club Complex. In addition, the modified Site Plan includes the addition of a net total of 23 additional parking spaces above the subterranean service corridor (considering the 30 new spaces added and 7 removed in support of new administrative building) and therefore, meets the established guidelines for parking and access (Attachment 9).

The Architecture & Landscape Committee recommended approval (4-0-1) of the project on March 1, 2016, and the Planning Commission recommended approval (4-0) on March 31, 2016.

ATTACHMENTS:

1. Resolution
2. Vicinity Aerial Map
3. Original Club Complex Site Plan
4. Modified Club Complex Site Plan
5. Remodeled Event Center Building
6. Fitness Pavilion
7. New Restaurant
8. Administrative Building
9. Subterranean Service Corridor
10. Environmental Letter

RESOLUTION NO. 2016-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, APPROVING MODIFICATION TO CONDITIONAL USE PERMIT (CUP) NO. 2000-01 FILED BY TOSCANA COUNTRY CLUB, INC., TO RECONFIGURE THE APPROVED CLUB FACILITIES SITE PLAN AT THE TOSCANA COUNTRY CLUB IN INDIAN WELLS, CALIFORNIA, FOR WHICH THE PROJECT HAS BEEN FOUND TO BE EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA"), PURSUANT TO CEQA GUIDELINES SECTION 15301, EXISTING FACILITIES

WHEREAS, Toscana Country Club, Inc., (the "Applicant") has filed an application for a modification (the "Modification") to Conditional Use Permit (CUP) No. 2000-01 (the "CUP") in accordance with Section 21.46.040 of the Indian Wells Zoning Code; and

WHEREAS, the Club Complex for the Toscana Country Club, as originally approved on April 19, 2001 (the "Original Project"), included a golf pro-shop with restrooms and storage building, a sports club and spa, a restaurant and lounge, a large event center, seven tennis courts, and a community swimming pool (the "Club Facilities"); and

WHEREAS, an interim 5,800 square foot temporary event tent was approved by the City Council on March 20, 2014, that will be used until the planned Villa Toscana event center is constructed; and

WHEREAS, construction of the Original Project has substantially occurred, including all of the Club Facilities except for two of the planned tennis courts, the community swimming pool, and the Villa Toscana event center; and

WHEREAS, the Applicant intends to reconfigure the remaining uses within the Club Facilities area to provide better function and independent access to approved uses; and

WHEREAS, the intended use of the Club Facilities area will remain the same as what was originally designed and approved for the Toscana Country Club and its members; and

WHEREAS, the previously adopted and approved conditions of approval for the CUP, including any subsequent modifications to the Original Project, continue in effect and have been set forth in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, on April 21, 2016, a duly noticed public hearing on the Modification was held by the City Council; and

WHEREAS, after careful consideration of the staff report and all of the information, evidence, and testimony presented at its public hearing, the City Council **FINDS** as follows:

Conditional Use Permit:

1. The proposed reconfigured Site Plan is in accordance with the objectives of this Zoning Code and the purpose of the General Plan and zoning land use category in which the site is located.

FACT: The proposed Modification would not affect the findings required as to location of affected facilities since the proposed modifications to the Club Facilities Site Plan would simply redistribute uses currently served or approved for the planning area, and will be similar in architectural motif, including overall mass, size and scale, as compared to the approved facilities for the same site.

2. The proposed Modification will not be detrimental to the public health, safety or welfare, nor detrimental to adjacent properties or be materially injurious to properties or improvements in the vicinity.

FACT: The proposed reconfiguring of approved land uses on-site will not adversely affect the public health, safety or welfare, or materially injure surrounding properties or improvements since the reconfigured site plan, uses and Modification will adhere to all applicable sections of the California Building Code, California Fire Code and Municipal Code, thus precluding adverse impacts resulting from the development. Furthermore, the proposed buildings will be located so as not to interfere with normal and emergency vehicle and pedestrian traffic flow at the Toscana Country Club, and would be located within the Club Facilities area, and outside of any residential development areas of the community.

3. The proposed Modification will comply with each of the applicable provisions of the Zoning Code.

FACT: The CUP as modified complies with each of the applicable provisions of the City's Zoning Code. The proposed use is consistent with the existing uses located within the Club Complex, and will serve to build out the remaining undeveloped area of the Original Project with compatible uses consistent with the original approval. Conditions of Approval are attached hereto as Exhibit "A" and incorporated herein by reference, and will help ensure compliance with the City's Zoning Code.

Environmental Finding:

4. The Modification will have no significant effect on the environment and is consistent with the provisions of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code and CEQA Guidelines.

FACT: The Modification will have no significant effect on the environment and is Categorically Exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21084 and CEQA Guidelines Section 15301, Existing Facilities, which allows minor modifications to existing facilities involving negligible or no expansion of use beyond what was originally approved.

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

SECTION 1. The City Council **FINDS**, in accordance with the California Environmental Quality Act (CEQA), that the Modification and related project qualify as a Class 3 Categorical Exemption per Section 15301, Existing Facilities.

SECTION 2. The City Council **ADOPTS** Resolution No. 2016-__ approving a Modification to Conditional Use Permit (CUP) No. 2000-01 to reconfigure and add new club and administrative facilities at Toscana County Club, subject to the Conditions of Approval set forth in Exhibits "A" and "B" attached hereto and by this reference incorporated herein. To the extent the conditions set forth in Exhibits "A" and "B" are inconsistent, those set forth in Exhibit "A" shall govern.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution and shall mail by first class, prepaid, United States mail, a certified copy of this Resolution to the Applicant.

SECTION 4. This Resolution shall take effect upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at a regular meeting held on this 21st day of April, 2016.

DANA W. REED
MAYOR

CERTIFICATION FOR RESOLUTION NO. 2016-__

I, Anna Grandys, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Indian Wells on the 21st day of April, 2016, by the following vote:

AYES:
NOES:

ATTEST:

APPROVED AS TO FORM:

ANNA GRANDYS
CITY CLERK

STEPHEN P. DEITSCH
CITY ATTORNEY

EXHIBIT "A"
CONDITIONS OF APPROVAL FOR
MODIFICATION TO CUP NO. 2000-01
APRIL 21, 2016

General:

1. This approval shall be used within one (1) year after final approval or it shall become null and void unless the time limit is extended by the City Council per Municipal Code Section 21.06.040(e). The phrase "be used" above for the proposed Project shall mean the application by the Applicant for, and approval and issuance by the City of, applicable building permits to start construction of the phased project.
2. The Applicant shall defend, indemnify, and hold harmless the City of Indian Wells and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Indian Wells, its officers, employees, or agents to attack, set aside, void, or annul any approval, conditional approval or condition of approval of the City of Indian Wells concerning this project, including but not limited to any approval, conditional approval or condition of approval by the City Council. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter, provided that the Applicant pay all reasonable fees and costs incurred by the City in doing so. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.
3. The Applicant shall pay development impact fees at the established rates. Such fees may include, but are not limited to, new construction fees, park or open space fees, school fees, drainage fees, sewer fees, TUMF fee, local CVMSHP development impact fees, building permit and plan check fees.
4. In the event that any condition contained herein is determined to be invalid or legally unenforceable, then all remaining conditions shall remain in force.
5. Approval of this modified conditional use permit shall not waive compliance with all applicable sections of the Indian Wells Municipal Code, all other applicable City ordinances, and applicable specific plans.
6. The Toscana Country Club (the Original Project) shall be developed in accordance with the approved modified plans for the Club Complex (the "Club Facilities"), and failure to comply with any conditions of approval shall be deemed just cause for revocation of Modification approval by the City Council. However, the Community Development Director or designee shall have the authority to approve minor deviations from the conditions of approval and all plans including the construction drawings, if deemed

necessary by both the Applicant and the City to implement the Original Project and Modification as approved. All other previously approved site design plans shall apply as identified in previously approved conditions of approval (Exhibit B); provided that to the extent there is any inconsistency, the conditions set forth herein shall govern over those inconsistent provisions in Exhibit "B".

7. All plans shall be coordinated for consistency and final approval by the Community Development Director.
8. Construction shall occur between the hours of 7:00 am and 5:00 pm, Monday through Friday, 8:00 am and 5:00 pm, Saturday. There shall be no construction on Sunday or national holidays per Municipal Code Section 9.06.047. The Community Development Director may grant a temporary waiver from these hours in limited circumstances where special need is demonstrated. Any such waiver request shall be made by the Applicant in advance.
9. Upon submittal of construction drawings to the Building Department for plan check review, all departmental conditions of approval for the Project shall be included on the sheet following the title sheet, or the first sheet of the plans. A site plan shall also be attached to all sets of construction drawings. This condition shall be a minimum requirement for acceptance of construction drawings for the Building plan check review.
10. The Applicant must obtain written verification from the Community Development Director, Public Works Director, Building Official and Fire Marshal, or designees, of compliance with all Conditions of Approval and Code requirements, prior to commencement of operations of the new structures and facilities.
11. Within fifteen (15) days of final approval by the City Council, the Applicant shall submit in writing, a statement indicating that the Applicant has read and agrees to the conditions imposed herein. Approvals of land use and related applications hereunder shall become void, and any privilege, permit, or other authorization granted shall be deemed to have terminated if compliance with this condition has not been completed within the specified time limits.
12. All relevant Conditions of Approval from the Original Project, including any subsequent modifications, shall remain in effect for this modified CUP, and have been attached to this Resolution as Exhibit "B;" provided that to the extent there is any inconsistency, the conditions set forth herein shall govern over those inconsistent provisions in Exhibit "B".

Operation:

13. The Applicant shall abide by its presently existing membership documents, approved by the California Department of Business Oversight, which requires build-out of the remaining Club Facilities in two (2) Phases: 1) All future facilities other than the Villa Toscana Event Center shall be completed by November 2017; and 2) the Villa Toscana Event Center shall be completed by the date on which Club management turns over the Club to its members (turnover date), or by January 2024; whichever occurs first.
14. The noise standards to be employed for operation are outlined in Municipal Code Section 9.06.040(a)(1) that permit a maximum of 55 dBA at the residential property line between 7:01 A.M. to 10:00 P.M.
15. The applicant shall meet all Americans with Disabilities Act requirements per Chapter 11B of the 2013 California Building Code, to the satisfaction of the Building Official.

Fire:

16. Fire protection measures shall be provided in accordance with Municipal Code, NFPA, CFC, and CBC or any recognized Fire Protection Standards.
17. The Project shall have a fire flow of 1500 gpm for a 1-hour duration at 20 psi residual pressure must be available before any combustible material is placed on the job site. Provide or show there exists a water system capable of providing a gpm flow of 3000 gpm for commercial buildings.
18. The required fire flow shall be available from a wet barrel Super Hydrant(s) 4"x 2½"x 2½", located not less than 25' nor more than 150' from any portion of a commercial building measured via vehicular travelway or as approved by the Fire Marshal.
19. Water Plans must be approved by the Fire Marshal and include verification that the water system will produce the required fire flow.
20. The Applicant shall install a complete NFPA 13 fire sprinkler system for all buildings with a 3,000 square foot total cumulative floor area. The Fire Marshal shall approve the locations of all post indicator valves and Fire Department connections. All valves and connections shall not be less than 25' from the building and within 50' of an approved hydrant or as approved by the Fire Marshal.
21. All valves controlling the water supply for automatic sprinkler systems and water flow switches shall be monitored and alarmed per Chapter 9 of the CBC.

22. The Applicant shall install a fire alarm system as required by Chapter 3 of the UBC.
23. The Applicant shall install portable fire extinguishers per NFPA 10, but not less than one 2A10BC extinguisher per 3000 square feet and not over 75' walking distance. A "K" type fire extinguisher is required in all commercial kitchens.
24. All buildings shall be accessible by an all-weather roadway extending to within 150' of all portions of the exterior walls of the first story or as approved by the Fire Marshal. The roadway shall not be less than 24' of unobstructed width and 13'6" of vertical clearance. Where parallel parking is required on both sides of the street the roadway must be 36' wide and 32' wide with parking on one side. Dead-end roads in excess of 150' shall be provided with a minimum 45' radius turn-around, 55' in industrial developments.
25. Whenever access into private property is controlled through use of gates, barriers or other means provisions shall be made to install a "Knox Box" key over-ride system to allow for emergency vehicle access. Minimum gate width shall be 16' with a minimum vertical clearance of 13'6".
26. All buildings shall have illuminated addresses of a size approved by the City.
27. All fire sprinkler systems, fixed fire suppression systems and alarm plans are required to be submitted separately to the Fire Marshal for approval prior to construction.
28. Conditions of approval are subject to change with adoption of new codes, ordinances, laws, or when building permits are not obtained within twelve months.

Environmental:

29. Pursuant to Public Resources Code Section 21089 and Fish and Game Code Section 711.4, the Applicant shall provide those fees marked [X] below in the form of a check made payable to the ***Riverside County Clerk*** within 5 days of City Council approval. Project approval shall not be complete until the required fee(s) is (are) paid:

[X] \$ 50 - "Administrative Fee" to file the Notice of Exemption

END OF CURRENT CONDITIONS

EXHIBIT "B"
PREVIOUSLY APPROVED AND ADOPTED CONDITIONS OF APPROVAL
FOR CONDITIONAL USE PERMIT (CUP) NO. 2000-01
SEPTEMBER 20, 2012

General:

1. The Applicant shall defend, indemnify, and hold harmless the City of Indian Wells and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Indian Wells, its officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Indian Wells concerning this project, including but not limited to any approval or condition of approval by the Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.
2. The development of the Project shall conform substantially to Exhibit "A3" through "A16" (site plan and building elevations) on file with Conditional Use Permit (CUP) No. 2000-01, except as modified by these conditions, Planning Area 9 Development Standards, Vesting Tentative Tract Map No. 29663, and approved Toscana Country Club Site Plan, Tract 29663, dated June 2012.
3. This approval shall be used within one (1) year after final approval or it shall become null and void unless the time limit is extended by the City Council per Municipal Code Section 21.06.040(e). The phrase "be used" is to mean recordation of a subdivision map for the first phase of the Project and the beginning of construction of permanent buildings.
4. Each dwelling unit within the Project shall comply with all property development standards of the Municipal Zoning Code except as approved by variance.
5. There shall be a maximum of six hundred and sixty (660) dwelling units allowed, all of which shall contain a minimum of 2,000 square feet of living space.

Project Development Standards:

6. Development Standards as stated in Subarea (c) of Planning Area 9 (Toscana Area) of the Municipal Zoning Code shall become Conditional Use Permit No. 2000-01 Conditions of Project Approval.

- a. Modification of Development Standards as stated in Subarea (c) of Planning Area 9 (Toscana Area) of the Municipal Zoning Code shall require the concurrent application for the modification of Conditional Use Permit No. 2000-01.

Agreement with Conditions:

7. Within fifteen (15) days of final approval by the City Council, the Applicant shall submit in writing, a statement indicating that he/she has read and agrees to the conditions imposed herein. This authorization shall become void, and any privilege, permit, or other authorization granted under this Conditional Use Permit shall be deemed to have elapsed if compliance with this condition has not been undertaken within the specified time limits.

Environmental Mitigation Measures:

8. The Project shall be subject to all Mitigation Measures set forth in the Mitigated Negative Declaration prepared for The Toscana Country Club Project dated December 29, 2000.

Building:

9. Prior to the issuance of a building permit for construction, the Applicant shall first obtain permits and/or clearances from the following:

County Fire Marshal;
City Engineer;
Planning Department; and
CVWD

Evidence of said permit or clearance from the above agencies/individuals shall be presented to the Building Department.

10. The Project shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
11. The proposed Project is to be built according to Building and Safety Standards and comply with any applicable City of Indian Wells Municipal Code Regulation.
12. Prior to issuance of any building permits, the Applicant will provide to the City a "will serve letter" from Southern California Edison (SCE) that sufficient electrical supply is available to furnish said structures in that phase of development to be constructed.

13. Prior to issuance of any building permits, the Applicant will provide to the City a “will serve letter” from Coachella Valley Water District (CVWD) that sufficient water supply is available to furnish said structures in that phase of development to be constructed.

Streets:

14. Unless otherwise approved, the right-of-way for the widening of Fred Waring Drive (north ½) will be landscaped and maintained by the Applicant.
15. All perimeter landscaping adjacent to Hovley Lane East and Fred Waring Drive from face of curb to perimeter wall and landscaping located within the Whitewater Channel shall be maintained by the Developer until such time that either a HOA governs by CC&R's is adopted and or area is incorporated into an Landscape and Lighting District.
16. All interior streets shall conform to City standards relating to materials, base and method of construction.
17. All internal streets are to be private and privately maintained and patrolled.
18. Perimeter treatment on adjacent streets shall be as follows:
 - Hovley Lane East shall be improved from the west Project site boundary to the east Project site boundary at its ultimate half-section width as a Primary Arterial. Improvements are to be completed in conjunction with development of Phase I of the Project, as approved by the City Engineer.
 - Fred Waring Drive shall be improved from the west Project site boundary to the east Project site boundary at its ultimate half-section width as a Major Arterial. Improvements are to be completed in conjunction with development of Phase I of the Project, as approved by the City Engineer.
 - The existing traffic signal at Eldorado Drive and Fred Waring Drive shall be modified to accommodate the north leg of the intersection Arterial. Improvements are to be completed in conjunction with development of Phase I of the Project, as approved by the City Engineer.
 - The intersection of Eldorado Drive and Hovley Lane East shall be signalized in conjunction with improvements to the south leg of this intersection Arterial. Improvements are to be completed in conjunction with development of Phase II [relates to Hovley entry] of the Project unless required by the City Engineers for the cities of Palm Desert and Indian Wells.
 - A six-foot (6') wide meandering concrete sidewalk shall be incorporated into the landscaped setback area on Hovley Lane East to continue the Palm Desert system.

19. Interior streets shall be as follows:

- a. All streets shall be asphalt concrete paving with Type "A" concrete curb and gutter.
- b. All interior streets shall be a minimum of thirty-six feet (36') in width except where approved by the City Engineer.
- c. Toscana Drive (from south Project site boundary to north Project site boundary) shall be a minimum sixty-five feet (65') in width with a twenty-four foot (24') landscaped median. Improvements from Fred Waring Drive to Club Drive are to be completed in conjunction with development of Phase I of the Project, remainder in Phase II.

Golf Course Maintenance Facility:

20. Use and operation of the on-site maintenance facility shall be strictly limited to the maintenance and service activities of the Project's Toscana golf course and clubhouse complex.
21. All golf course maintenance parking lot landscaping installed as shown in Exhibit "A11" and shall be maintained by the Project in perpetuity. This maintenance shall be insured by some mechanism acceptable to the City Attorney.
22. The parking for the golf course maintenance facility shall conform to Exhibit "A11" unless conditioned otherwise.
23. Materials and supplies stored on-site shall not be stacked, piled or stored in a manner that will exceed the facility's perimeter wall height (excluding equipment and vehicles).
24. The use of any type of public address system (music or announcements) shall be prohibited.
25. A Planned Sign Program shall be required for any type (permanent or temporary) of signage to be used in conjunction with the use or operation of the facilities.
26. Any site lighting including security or landscaping shall be reviewed and approved by the Planning Director prior to installation. Said lighting shall be designed and located in such a manner as to preclude adverse impact to adjacent property or any member of the public who may be traveling on adjacent roads or right-of-way.

27. The placement of any antenna on the outside of a building and which can be seen from public/private streets and neighboring properties shall be consistent with Section 21.90.060 of the City's Municipal Code.

Construction Phasing:

28. Unless otherwise approved by the City Council, construction of the development is to be done in three (3) phases.

- Phase I must include:

Hovley Lane East perimeter wall;
Fred Waring Drive perimeter wall and landscaping;
Southerly 18-hole golf course;
Golf course maintenance building facility;
Street improvements for both Hovley Lane East and Fred Waring Drive;
Street improvements for Toscana Drive from Fred Waring Drive to club house entry;
Entry gatehouse (Fred Waring Drive);
Club Complex: grill building, sports club building, tennis courts and parking lot;
Interior streets for Phase I.

- Phase II must include:

- Northerly golf course 9-holes (10-18);
Main clubhouse building, pro shop, locker rooms;
Remainder of Toscana Drive to Hovley Lane East;
Entry gatehouse (Hovley Lane East);
Perimeter landscaping along Hovley Lane East;
Interior streets for Phase II.

- Phase III must include the northerly golf course 9-holes (1-9), all interior streets for Phase III.

Final Map Phasing:

29. Prior to approval of any Final Map for the Project, the Applicant shall submit a signed statement per the requirements of Government Code Section 65962.5(f)).

Temporary Construction Access:

30. A temporary roadway shall be provided to provide vehicle access from the construction/service center and golf course maintenance facility and Phase I of construction. Design of said temporary roadway shall be reviewed and approved by the Planning Director and City Engineer.

Graded Surfaces:

31. To reduce Project generated Fugitive Dust (PM₁₀), chemical dust retardants that solidify loose soils or ground cover shall be applied to all inactive graded areas (left more than 10 days) of the Project not scheduled for development.
32. Unless otherwise approved by the City Engineer, the entire Project shall be rough graded during Phase I of construction.

Dual Property Line Walls:

33. The Applicant in good faith will negotiate with the Palm Desert Country Club property owners adjacent to the east Project boundary from Fred Waring Drive to New York Avenue (Specifically APNs: 637-421-002 to 007, 637-381-001 to 002, 637-362-001 to 012). The Applicant will remove existing wall in said location and build a single Project boundary wall.

The Planning Commission may waive this requirement as such time that the Applicant is unable to satisfy the placement of a single east boundary wall. This determination shall be a scheduled public hearing.

Engineering:

34. Phased Improvements for the Project shall be approved by the City Engineer prior to issuance of grading permits. Phased improvements may correspond to phasing of the Project and shall include, but not be limited to, plans for sewer, water, street, etc. Subject to review and approval of the City Engineer.

ALC Review:

35. The Planning Director and City's Architecture and Landscape Committee (ALC) shall review and approve the following construction plans prior to construction/issuance of building permits:
 - a. Elevation of all sides of dwelling units, and recreation and maintenance facilities for each phase of development.

- b. Complete landscape for the golf course, all common areas, all community buildings (clubhouse, pro-shop, etc.), waterscapes, perimeter roadways, residential (front, rear and side yard), and security facilities.
- c. Plan for trash storage and collection.
- d. Plan for interior lighting for the Project, including tennis court lighting.
- e. Parking plan for gardeners, construction workers, security, employees of the country club, etc.

Perimeter Landscaping Maintenance:

- 36. All perimeter landscaping shall be maintained by the Project in perpetuity. This maintenance shall be insured by some mechanism acceptable to the City Attorney.

Fire Department:

- 37. The Applicant shall meet all fire flow and fire protection requirements as stipulated by the Fire Marshal as specified in Exhibit "A2" for each phase of construction.

Golf Course:

- 38. No professional golf tournaments shall be allowed without issuance of a permit by the City.
- 39. The Toscana Golf Course shall not be made available (i.e., open) to the General Public (non-members of Toscana) without City Council approval. Upon approval from the City, The Toscana golf course and related facilities may be made available to non-members, and/or the general public. As a condition of approval the Applicant, Developer or respective property owner's association may be required to provide additional off-site parking as required by the City.
- 40. Any club or non-club related activity or use that includes temporary parking, parking off-site or which may cause the capacity of the existing approved parking facilities to be exceeded shall be subject to the requirements of a public hearing Temporary Use Permit as described in Section 21.06.060 of the City's Municipal Code.
- 41. Upon receipt by the Code Enforcement Officer of two (2) written complaints (within a single calendar year) identifying on-site parking problems, the Code Enforcement Officer shall commence an investigation. If in the opinion of the Code Enforcement Officer problems with on-site parking are likely to continue, a hearing before the City Council will be held to evaluate if there is a need for additional parking study.

CC&R's and Maintenance:

42. Prior to recordation of any final subdivision map, conditions, covenants and restrictions (C.C. & R's) or another appropriate mechanism shall be approved by the City Attorney to assure the on-going maintenance and security patrol of the Project site.

Construction Parking/Access:

43. The Applicant/Developer shall provide on-site parking for all construction personnel. This requirement shall include the initial site development personnel as well as any subsequent individual lot development construction personnel.
44. Construction vehicle access to the Project site shall be from Hovley Lane East. No construction vehicle access shall be permitted from Fred Waring Drive.

On-Site Parking/Rest Room Facilities:

45. The Applicant shall provide permanent on-site parking for landscape, golf course, security, administrative and maintenance personnel. This requirement shall include such personnel employed by the Developer, any subsequent property owner's association-
46. The Applicant/Developer or respective property owner's association shall provide adequate rest room facilities for gardeners, maintenance workers, etc. Said facilities shall be reviewed and approved by the City's Architecture and Landscape Committee prior to issuance of any building permits.

Temporary Construction/Service Center:

47. The construction of the temporary facility shall be in substantial compliance with Exhibit "A".
48. Development of on-site Construction/Service Center shall be strictly limited to the development/service of units/lots within the Project. Any such facilities shall be deemed temporary and shall be removed upon "building final" of the last residential unit and/or lot within the Project, or upon expiration of the Development Agreement, whichever occurs first.
49. Any temporary site lighting including security or landscaping shall be reviewed and approved by the Planning Director prior to installation. Said lighting shall be designed and located in such a manner as to preclude adverse impact to adjacent property or any member of the public who may be traveling on adjacent roads or right-of-way.
50. A planned sign program shall be required for any type (permanent or temporary) of signage to be used in conjunction with the use or operation of the facilities.

On-Site Sale/Design Center

51. The Development of on-site sales/design center (offices) located within one or more homes shall be strictly limited to the sales of units/lots within the Project. Any such facilities shall be deemed temporary and shall be converted to residential units(s) upon the sale of the last residential unit or lot within the Project, or upon expiration of the Development Agreement, whichever occurs first.
52. Any permanent homes used, as sales models shall not be issued a Certificate of Occupancy until the unit is no longer used as a sales model/office and it has been returned to a condition acceptable to the Planning and Building Department as a single-family home ready for habitation.

Requirement for On-Site Landscaping:

53. Prior to issuance of a Certificate of Occupancy for any residential dwelling or common area building (i.e., club house, pro shop, golf course maintenance building, gate house, etc.) complete on-site landscaping for the front, side, and rear yard areas shall be installed per approved landscaping plans.
 - a. Site landscaping plans for any lot (common or residential) shall be reviewed and approved by City's Architecture and Landscape Committee and Planning Director prior to issuance of Building Permits.

**PREVIOUSLY APPROVED AND ADOPTED CONDITIONS OF APPROVAL
FOR REVISED VESTING TENTATIVE MAP NO. 29663
SEPTEMBER 20, 2012**

General:

1. The Applicant shall defend, indemnify, and hold harmless the City of Indian Wells and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Indian Wells, its officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Indian Wells concerning this project, including but not limited to any approval or condition of approval by the Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.
2. The revised Vesting (2012) Tentative Tract Map No. 29663, attached as Exhibit "B1" is approved subject to the conditions stated below.
3. All Final Maps shall be prepared and recorded in accordance with the approved tentative map and filed in accordance with the City's Subdivision Code and the recorded Development Agreements between Toscana Development and the City of Indian Wells. Phased final tract maps will be provided concurrently with all companion phased grading, utility, street and other improvement plans for map and plan check and processing by the City.
4. The Final Maps shall be prepared by a licensed land surveyor or registered civil engineer, subject to all the requirements of the State of California Subdivision Map Act and City's Development Code Ordinance No. 249. All new phased Final Maps shall number lots commencing with the Lot number 1 for each new Final Map.
5. The Applicant shall comply with the State of California Subdivision Map Act, and all applicable City of Indian Wells Ordinances and Resolutions.
6. The Applicant shall comply with those conditions as set forth in the Mitigated Negative Declaration prepared for The Toscana Country Club Project dated December 29, 2000.

7. The Applicant shall comply with those conditions as set forth in:

The Toscana Country Club Mitigation Monitoring Program;
Zoning Text Amendment No. 2000-05, as modified;
Zoning Map Amendment No. 2000-03; and
Conditional Use Permit No. 2000-01, as modified.
8. Prior to Final Map approval, the Applicant shall obtain clearance from the following:

City Engineer/Public Works Department;
Fire Marshal;
Planning Director/Planning Department; and
Coachella Valley Water District.
9. Prior to approval of Final Map, the Applicant shall submit evidence to the satisfaction of the City Engineer that access to the project site has been secured.
10. Prior to Final Map recordation street names shall be reviewed and approved by:

Planning Director/Planning Department; and
Fire Marshal/Fire Department.
11. Prior to the issuance of building permits, the Coachella Valley Mosquito and Vector Control District shall be afforded the opportunity to review development plans to suggest strategies to reduce mosquito and eye-gnat infestation that may accompany development.
12. All construction activities shall be limited to the hours and days as set forth in the City's Noise Ordinance.
13. Prior to issuance of grading permits, the Applicant shall submit a Fugitive Dust (PM₁₀) Mitigation Plan to the Planning Department for review and approval.
14. Prior to approval of any Final Map(s) containing flag lots, cul-de-sac lots or any other irregular shaped lot, the Applicant shall submit to the Planning Director for review and approval, a 8 ½" by 11" drawing of each irregular shaped lot depicting proposed building setbacks and amount of development area. Upon approval said drawing shall be included with any Final Map for City Council consideration and approval.
15. Prior to the recordation of the Final Map, the Applicant shall submit Conditions, Covenants, and Restrictions (C.C. & R's) to the City Attorney for review and approval. Said document shall include provisions for ongoing maintenance of all lots, common areas, landscaped areas, walls, perimeter landscaped areas, recreation and community facilities, streets, bridges, storm drain facilities, and security patrol(s) of the project site;

and mutual rights of egress and ingress on private streets for the benefit of any and all.

16. Those Development Standards as approved for each of the Project's Lot Types (Lots A to E) shall be included in any of the Project's CC&R's or in the Project's architectural design guidelines book.
17. The Applicant/Developer shall maintain the subject property after ~~the~~ start of construction and until the Project is completed, free of weeds, debris, trash or any other offensive, unhealthful and dangerous material. If after five (5) days' notice by certified mail, the Applicant/Developer does not comply with the before mentioned criterion, the City Council may either cancel building or grading permits and/or enter the subject property with City forces and remove all subject violations, bill the Applicant and/or put a lien on the subject property.
18. The entire project shall be limited to six hundred and sixty (660) residential lots as allowed by the approved Toscana Development Agreement. The 2012 Revised Vesting Tentative Tract Map No. 29633 is approved for a total of six hundred and fifty one (651) residential lots.

Minor revisions in residential lot widths may be reflected on subsequent final tract map phases for the project if found to be in substantial conformance with the approved tentative tract map by the City Planning Director and/or Public Works Director, including a further reduction in the number of residential lots included on the map. The maximum number of Type "A" residential lots should not exceed 243 lots pursuant to Section 4.1.1 of the approved Toscana Development Agreement and the maximum number of Type "E" residential lots shall not exceed 89 lots as shown on the approved Toscana Country Club Site Plan, Tract 29663, dated June 2012.

19. Prior to the recordation of the Final Tract Map, the Applicant shall demonstrate to the satisfaction of City Engineer that all necessary off-site traffic improvements are installed, bonded for, or otherwise secure the installation of said traffic improvements.
20. The Applicant shall defend, indemnify, and hold harmless the City of Indian Wells and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Indian Wells, its officers, employees, or agents to attack, set aside, void, or annul any approval or conditional approval by the City of Indian Wells concerning this Project or application, including but not limited to any action alleging any act or failure to act related to the California Environmental Quality Act and approval or conditional approval by the Planning Commission or the City Council. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the Project or application and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.

Engineering:

General Engineering:

21. This approval is contingent upon enactment of concurrently processed legislation and will not become effective until the effective date of the following Ordinance and Resolutions:
 - a) All conditions of approval as contained within the project Conditions of Approval except as modified herein and as part of the following shall be in full force and effect DA 2001-05, EA 2000-01, GPA 2000-01, ZTA 2000-05, ZMA 2000-03, CUP 2000-01, TUP 2000-03. Termination of any of these conditions shall deem the project approvals null and void.
22. The design and construction of all improvements shall be in accordance with standard plans and specifications of the City of Indian Wells, and subject to data approval of the City Engineer.
23. The Applicant will pay all associated City processing costs for the revisions of existing streets and lots, including but not limited to City surveyor map checking fees, consultant plan check fees for new and revised street, utility and grading plans, geotechnical report review fees, contract infrastructure inspection fees and other services as required.

Grading, Drainage, Erosion Control and Soils Control Requirements:

24. A precise grading and drainage plan by phase shall be submitted and approved by the City Engineer prior to approval of each Subdivision Map. It shall show the method of disposing surface water to assure that all sites will drain to the street or as approved by the City Engineer. The City Engineer shall determine when a natural watercourse may be utilized for drainage purposes and when a drainage facility will be required. The Applicant shall dedicate land needed for drainage easements where required. All natural or earthen watercourses must be designed to ensure that water velocities are non-erosive. A soils engineer shall confirm that the soils within natural or earthen watercourses are suitable as channel linings.
25. All drainage picked up in an underground culvert shall remain in an underground system until released into an approved drainage retention area.
26. All grading and improvement construction shall be in accordance with the City's current Grading Ordinance. Erosion control and desilting plans will be required. A bond for control and cleanup of dust, erosion, and blown sand shall be required prior to grading permit issuance.

27. Prior to any grading of any part of the tract, a comprehensive soils and geologic investigation shall be conducted of the soils, slopes and formations in the Project. All necessary measures shall be taken and implemented to assure slope stability, erosion control, and soil integrity. The findings set forth in the soils report shall be incorporated into the project design.
28. The Applicant shall provide adequate erosion control devices for any borrow sites at the completion of each phase of grading. This shall include landscaping and temporary irrigation systems on exposed slopes to be approved by the City Engineer.
29. Recorded drainage easements for all off-site drainage structures (including pipes, dikes, entrance structures, and grading) shall be presented to the City of Indian Wells prior to grading permit issuance and Final Map approval.
30. The final grading plans shall indicate that private drainage will not cross from parcel to parcel unless maintained within approved private drainage easements. All easements shall be shown on the grading plans and Final Maps. Storm drain easements shall be provided prior to construction where underground drains are not located in the street right of way. All storm drain easements will be a minimum of ten feet (10') as approved by the City Engineer.
31. Phased improvements for the Project shall be approved by the City Engineer prior to issuance of grading permits. Subject to review and approval of the City Engineer, phased improvements may correspond to phasing of the Project and shall include, but not be limited to, plans for sewer, water, street, etc.
32. If importing or exporting soil material is necessary, all trucks shall be covered and/or sprinkled prior to entering public streets. Exportation of material shall be made only to approved off-site grading projects or disposal sites.
33. Final grading plans for individual parcels are to be submitted to the Public Works Department for approval prior to issuance of individual grading and or building permits. (These permits may be on an incremental or composite basis).
34. The Subdivider shall accept and properly dispose of all drainage flows onto or through common areas and streets. Drainage quantities exceeding a streets capacity shall be maintained within adequate drainage facilities as approved by the City Engineer.
35. All residential lots shall drain toward the street, common area or golf course as approved by the City Engineer. It is anticipated that lots along common areas and the golf course will naturally drain to those areas. In no event shall cross lot drainage between residential lots be allowed.

36. All new slopes in excess of five feet (5') in vertical height and or steeper than 5:1 shall be planted, in conformance with an approved landscaping and irrigation plan or stabilized for future construction subject to review and approval by the City Engineer.
37. All grading and improvement work shall comply with the requirements of the State Water Resources Control Board (SWRCB) and the National Pollutant Discharge Elimination System (NPDES). Permits must be kept on file with the City during grading and construction.
38. Prior to issuance of any grading permits, residential and common area building pads shall be reviewed and approved by the Planning Commission, subject to verification by the City Engineer.

Private Street Improvements:

39. All private streets shall be constructed to City of Indian Wells public street standards. Unless otherwise approved by the Project's Conditional Use Permit, all private streets shall be a minimum of thirty-six feet (36') in width from face of curb to face of curb and shall be constructed with concrete curbs and gutters except as otherwise approved by the City Engineer. All street and improvement plans shall be reviewed and approved except as otherwise by the City Engineer and appropriate fees paid and a construction permit obtained prior to any improvement work.
40. Unless otherwise approved by the City Engineer all private streets shall have six foot (6') wide blanket public utility easement on each side of the private street.. Street structural sections shall be designed by a Geotechnical Engineer subject to City Engineer approval.
41. All street intersections shall be at ninety degrees (90°), or as approved by the City Engineer.
42. Street dedications, alignments, widths, and exact geometrics shall conform to the City of Indian Wells Improvement Standards as approved by the City Engineer.
43. Curb return radii shall be a twenty-five feet (25') minimum at all intersections.

44. A minimum 25 M.P.H. horizontal stopping sight distance shall be provided for all horizontal curves conforming to the sight distance criteria dictated by the California Department of Transportation (CalTrans) Highway Design Manual.
45. Street name signs and traffic control devices shall be designed and installed to the satisfaction of the City Engineer.
46. Landscaping plans for trees, shrubs, walls, fences or other structures at or near intersections must conform to CalTrans sight distance standards. Plans for improvements that may impact sight distance must be submitted to and approved by the City Engineer prior to the issuance of building permits or implementation of landscape improvements.
47. Where proposed, off-site improvements, including but not limited to streets, slopes, public utilities, and drainage facilities, are to be constructed by the Applicant at his own expense. All necessary off-site easements or other interest in real property shall be dedicated to the City or responsible agency as required. The Applicant shall provide documentary proof satisfactory to the City that such easements or other interest in real property have been obtained prior to the approval of respective improvements. Additionally, the City may, at its sole discretion, require that the Applicant obtain, at his sole expense, a title policy insuring title for the easement or other interest in real property vested in the City of Indian Wells or other agency, or the Applicant, as applicable.
48. All bridges and structural improvements shall be in accordance with the provisions of the current California Building Code and seismic design parameters of the Structural Engineers Association of California.
49. Low intensity lighting may be used for roadway illumination and security as directed by the City Engineer and Architecture Landscape Committee. The Applicant shall submit a lighting plan to the City's Planning Department for review and approval.
50. Written confirmation from the Coachella Valley Water District that adequate sewer and water facilities are or will be available to serve the Project shall be submitted to the Planning Director prior to each Final Map approval. The confirmation must have been issued by the Water District within ninety (90) days prior to each Final Map approval.
51. Any utilities requiring relocation to accommodate the subdivision shall be coordinated and paid for by the Subdivider.
52. Sanitary sewers, water, electric power, gas, telephone, and cable television utility services shall be provided to each lot (except common areas and open space).

53. Location of water transmission lines, pressure-reducing stations, well sites and water reservoirs shall be approved by Coachella Valley Water District prior to the City's approval of grading plans.
54. Evidence of proper utility easement conveyance for all public utilities shall be submitted to the City prior to Final Map approval.
55. Existing streets reconstructed or partially reconstructed to revise storm drains, underground utilities or other facilities shall be fully repaired within twenty-one (21) calendar days from initiation of construction except in unanticipated delays from any utility provider. All existing streets affected by these revisions shall be slurry sealed in the area of disturbance of the existing street. Old and new reconstructed surface shall be blended to ensure proper esthetic treatment subject to the approval by the City Engineer.

Improvement Phasing:

56. Prior to City Council approval of the first Final Map, a final phasing plan for all public and private improvements shall be reviewed and approved by the City Engineer.
57. The City Engineer shall require the dedication and construction of all utilities, streets and other improvements outside of the area of any particular increment if such is needed for circulation, parking, access or for the welfare or safety of future occupants of the development. The boundaries of any Final Map increment shall therefore be subject to the approval of the City Engineer.
58. All improvements and services in each phase shall be capable of serving the development independently of any other phase as determined by the City Engineer.

Miscellaneous Engineering:

59. Traffic control during the construction of streets, which are opened to public travel, shall be in accordance with construction signing, marking and other protection as required by the State Department of Transportation (CalTrans) Trade Manual. All work must be conducted under permits from the responsible agency.
60. All monumentation shall be verified in the field by a City Inspector to see that it conforms to the Final Subdivision Map prior to the Engineer submitting "as-built" drawings for release of the monumentation bond.
61. The Engineer of Record shall provide all street centerline monument ties and identification on 8½" x 11" sheets to the Engineering Department prior to final acceptance and release of the Project.

62. For each phase of construction, the Subdivider shall construct or post improvement security with the City of Indian Wells prior to Subdivision Map approval to guarantee the construction of the required street, drainage, erosion control, landscaping, monumentation and underground utility improvements. Water and sewer improvements shall be bonded with the Coachella Valley Water District prior to approval of the Subdivision Map. The amount of security will be determined by the City Engineer, based upon an estimate furnished to the City taken from approved improvement plans. Security shall be guaranteed by an improvement agreement supported by cash, letters of credit, or bonds as approved by the City Attorney. Improvement security shall include both new construction and modifications to existing built facilities required for lot reconfiguration and resizing.
63. All improvements shall be inspected and approved by the City Engineer, and "as-built" drawings submitted for acceptance by the City. All street and drainage improvements within any phase shall be completed and accepted prior to occupancy within that phase.
64. In the event the Subdivider fails to acquire any required off-site property interests necessary to complete the subdivision, the Subdivider shall, prior to approval of a Final Map, enter into an agreement to complete the improvements pursuant to Government Code Section 66462 at such time as the City acquires the property interests required for the improvements. The agreement shall provide for payment by the Subdivider of all costs incurred by the City to acquire the property interest. Security for a portion of these costs shall be in the form of a cash deposit in the amount determined by the City based upon an approved appraisal. The use of any appraiser for condemnation purposes shall be approved by City prior to commencement of the appraisal.
65. Prior to approval of any Final Map increment, all of the above requirements within such increment, or outside of it, if required by the City Engineer, shall be covered (to the fullest extent possible, pursuant to Chapter 5, Section 66499 of the Subdivision Map Act as last amended) by a subdivision agreement, secured with sufficient improvement securities or bonds guaranteeing:

Performance; Payment for labor and materials; and Setting of monuments.

66. Prior to, or in conjunction with, the recordation of Final Map, adequate rights of ingress and egress to a public street shall be provided to the benefit of each and every lot within the subdivision. The document and form providing this ingress and egress shall be as approved by the City of Indian Wells City Attorney.

Agreement with Conditions:

67. Within fifteen (15) days of final approval by the City Council, the Applicant shall submit in writing, a statement indicating that he/she has read and agrees to the conditions imposed herein. This authorization shall become void, and any privilege, permit, or other

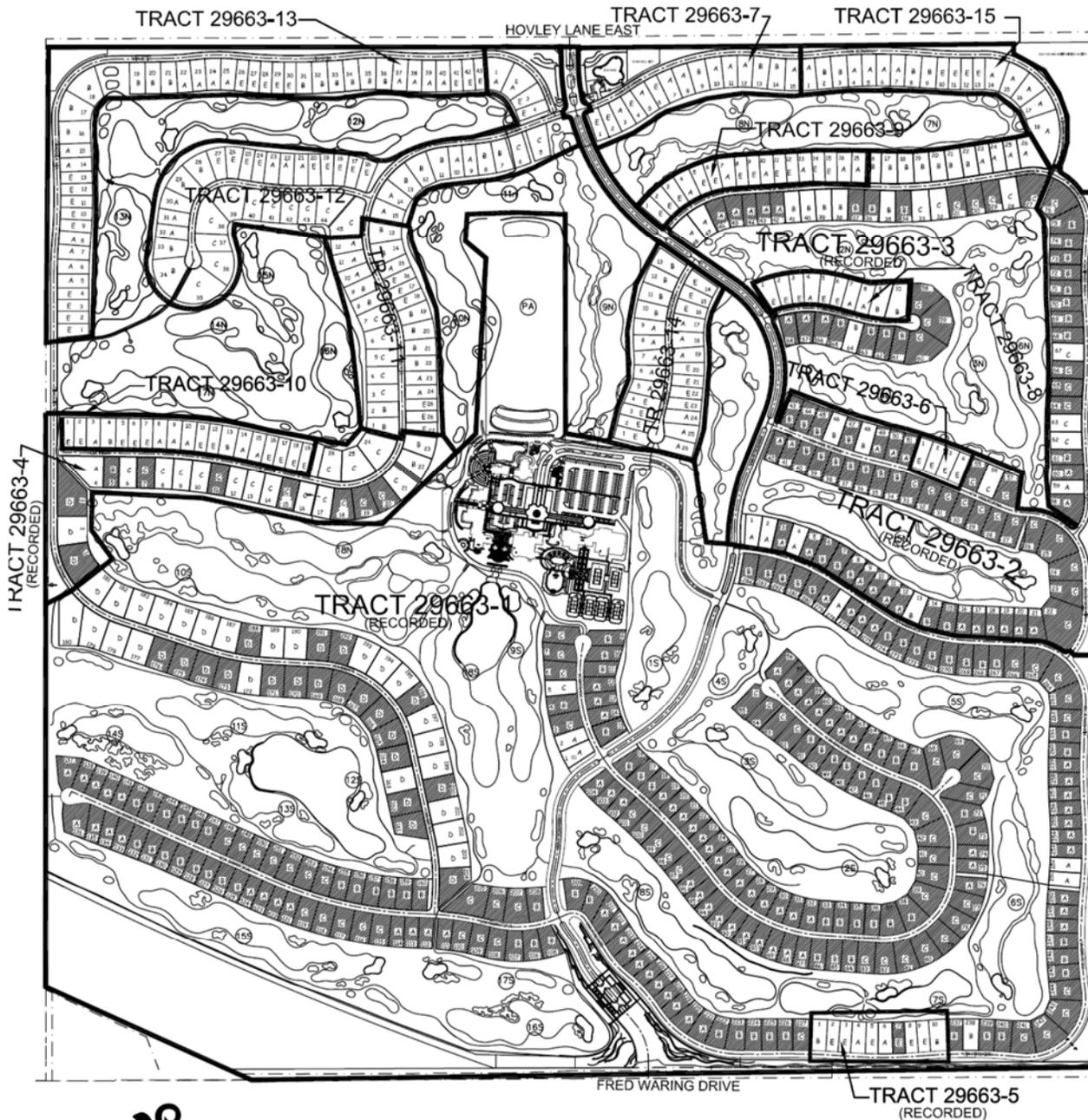
authorization granted under this separate permit shall be deemed to have elapsed if compliance with this condition has not been undertaken within the specified time limits.

Final Map Phasing:

68. Prior to approval of any Final Map for the project, the Applicant shall submit a signed statement per the requirements of Government Code Section 65962.5(f).

END OF PREVIOUSLY ADOPTED AND APPROVED CONDITIONS

EXHIBIT B-1



TOSCANA COUNTRY CLUB
TRACT 29663
BUILT LOTS
JUNE 2012

LEGEND
 [Shaded Box] LOT WITH EXISTING HOUSE
 [Unshaded Box] VACANT LOT


 NOT TO SCALE

MITIGATION MEASURES
EA NO. 2000-01

**FOR
CONDITIONAL USE PERMIT (CUP) NO. 2000-01**

1. Prior to the issuance of any permits a geotechnical engineering report shall be reviewed and approved by the City Engineer and Building Official.
 - Recommendations for grading/earthwork, surface and subsurface drainage, foundation, pavement structural section and other pertinent geotechnical design considerations shall be formulated and implemented based on the findings of this report.
 - Habitable structures constructed on-site shall be designed to mitigate the impacts of strong ground shaking by a qualified professional who is aware of the site's seismic characteristics. Building code and standards (such as the California Building Code) presently adopted by the City of Indian Wells shall be used as a basis for project design. All structures shall be approved by a design professional who may specify more stringent design parameters.
 - Per the California Building Code (CBC) all structures within the Project area shall be designed for a Seismic Zone 4.
2. A copy of the approved geotechnical engineering report for the Project site shall be provided with any commercial/residential plans being submitted for structural plan check with the City of Indian Wells Building Department.
3. Prior to issuance of grading permits, a site-specific geotechnical engineering report on the potential of seiche impacts from golf course lakes on adjacent residential structures shall be submitted to the City Engineer for review and approval. If hazards of seiche impacts are identified, recommendations to minimize potential impacts shall be formulated. Recommendations based on the findings of this report shall become conditions of project approval.
4. Prior to the issuance of a grading permit, a Fugitive Dust Mitigation Plan shall be prepared and submitted to the Public Works Director for approval, in accordance with City Ordinance No. 313. The Plan shall include reasonably available control measures such that fugitive dust emissions are in compliance with South Coast Air Quality Management District Rule 403.
5. Blowing sand and dust during all phases of the development shall be controlled. Control measures shall include the use of soil stabilizers or watering, erection of wind fences, covering soil stockpiles and revegetation of disturbed areas as soon as practical.

6. The grading permit shall be conditioned upon conformance of the construction site and trucks hauling dirt to and from the site with the City's blowsand control ordinance (10-micron particulate matter [PM₁₀] and the Project's approved Fugitive Dust Mitigation Plan.
7. Prior to the issuance of grading permits, an engineering geology investigation shall be prepared and submitted for City Engineer approval. Specific recommendation of the report (soil excavating, pre-soaking, recompaction, etc.) shall be incorporated into the development design.
8. If slope heights exceed 20 feet, engineering calculations shall be performed to evaluate the stability of the slopes. Said engineering calculations shall be reviewed and approved by the City Engineer prior to issuance of any grading permits.
9. A licensed soils engineer shall observe all grading operations to monitor compliance with local ordinances and conditions of approval.
10. Prior to issuance of any grading permit a hydrology study and drainage plan shall be completed for review and approval by the City Engineer.
11. A drainage plan for the development and for tributary off-site drainage shall be approved by the City Engineer prior to issuance of grading permits.
12. All improvements within the Whitewater River Channel shall be subject to review and approval by, and payment of applicable fees to, Coachella Valley Water District (CVWD).
13. There may be erosion of the banks of the Whitewater River Stormwater Channel during periods of unusual rainfall and discharge. In areas where there will be houses/structures within 300 feet of the stormwater channel, the developer shall construct concrete slope protection on the bank of the stormwater channel to prevent erosion. Plans for concrete slope protection shall be submitted to the District for review.
14. Stormwater runoff from this area may be diverted to the Whitewater River Stormwater Channel. Nuisance flows or other nonstormwater generated runoff may not be discharged into the Whitewater River Stormwater Channel.
15. A portion of this area is adjacent to the right-of-way of the Whitewater River Stormwater Channel. The developer shall be required to install suitable facilities to prohibit access to this right-of-way.
16. The developer shall obtain an encroachment permit from the District prior to any construction within the right-of-way of the Whitewater River Stormwater Channel. This includes, but is not limited to, surface improvements, drainage inlets, landscaping, and roadways.

17. Application of herbicides, pesticides, and fertilizers on the golf course and landscaped areas should be conducted under a chemical management plan to reduce the potential for chemicals applied to percolate to groundwater or surface water runoff.
18. Because the site is greater than 5 acres in size, the project applicant is required to file for a National Pollutant Discharge Elimination System (NPDES) permit from the Colorado River Basin, Regional Water Quality Control Board (RWQCB) prior to development. A Notice of Intent (NOI), Storm Water Pollution Prevention Plan (SWPPP), and Monitoring Plan are requirements of the NPDES permit. The SWPPP shall include Best Management Practices (BMPs) in compliance with the NPDES program requirements.
19. Prior to issuance of any grading permits, the project applicant/developer shall submit evidence to the satisfaction of the City Engineer that all necessary permits, agreements, and approvals have been received from appropriate agencies (i.e., RWQCB, CVWD, etc.) related to water quality and nuisance water impacts.
20. Prior to the approval of any Final Map, the Applicant shall submit to the City Engineer a hydrology study prepared by a hydrologist or civil engineer. Said study shall include a physical survey of the existing storm drain improvements, a hydrology study of the drainage area(s) contributing runoff to the system, a hydrology study of the subject site, and an analysis of the entire system. The recommended drainage improvements shall become conditions of Project approval and shall be of a size and type sufficient to carry water run-off originating from both upflow properties, if any, through the Project, and storm water discharged from the site.
21. If reclaimed water is available, prior to the issuance of grading plan approval the Applicant shall work with CVWD to ensure that tertiary treated reclaimed water is used for irrigation on the golf course and green belt common area. The lines using the reclaimed water shall be adequately marked and separated from potable water supplies. Signage shall be provided to warn the public of the use of reclaimed water for irrigation purposes.
22. Detailed water system improvement plans shall be reviewed and approved by CVWD prior to the issuance of any building permits and/or any phase of development approved by the City. Improvements identified in the plans shall be paid for by the Applicant and shall be in place prior to building permit issuance unless approval has been obtained from the Fire Marshall, Planning Director, and CVWD.
23. Prior to occupancy permit issuance the project Applicant shall install water conserving fixtures and appliances including showerheads, toilets, faucets, washing machines and dishwashers.

24. Prior to occupancy permit issuance the Applicant shall install water conserving landscaping material and irrigation systems in all common landscape area for the applicable phase of construction. Irrigation systems shall utilize moisture and zone plants by water demand.
25. Lakes on the site shall be designed with appropriate liners so that they retain water during normal operation but allow excess water from runoff during major storms to percolate into the ground.
26. Construction of the proposed project shall be required to be in compliance with SCAQMD Rule 403, to the satisfaction of the City Engineer, which shall reduce fugitive dust amounts by up to 50 percent. Dust reducing measures shall include regular watering of graded surfaces, restriction of all construction vehicles and equipment to travel along established and regularly watered roadways, and requiring operations that tend to create dust be suspended during windy conditions. The City shall ensure that the project shall also comply with SCAQMD Rule 402, to reduce potential nuisance due to odors from construction activities. Measures include the following:
 - The project should comply with State, City, and CBC dust control regulations, so as to prevent the soil from being eroded by wind, creating dust, or blowing onto a public road or roads or other public or private property.
 - SCAQMD Rule 403.1, as amended, should be adhered to, ensuring the clean up of the construction-related dirt on approach routes to the site, and the application of water and/or chemical dust retardants that solidify loose soils should be implemented for construction vehicle access, as directed by the City Engineer. This should include covering, watering or otherwise stabilizing all inactive soil piles (left more than 10 days) and inactive graded areas (left more than 10 days).
 - Grading activity should be suspended when local winds exceed 30 miles per hour and during first and second stage smog alerts.
 - All trucks hauling dirt, soil or other loose dirt material should be covered.
 - Reduce or eliminate odors due to construction activity.
27. The following measures are recommended to reduce emissions attributable to construction related vehicles, to the satisfaction of the City Engineer:
 - Configure construction parking to minimize construction traffic interference with roadway traffic;
 - Minimize obstruction of through-traffic lanes; and

- Schedule operations affecting traffic during off-peak hours, where feasible.
28. To reduce long-term operational emissions the proposed project shall comply with Title 24 of the California Code of Regulations established by the Energy Commission regarding energy conservation standards. Such measures may include the following:
- Energy-efficient low-sodium lighting shall be utilized for any parking lot and street lighting installed on the site;
 - Central water heating systems shall be used for the club house buildings;
 - Double-paned glass shall be used in all exterior windows; and
 - Install energy-efficient air conditioners.
29. To reduce long-term mobile emissions, the Applicant/Developer shall be responsible to implement those traffic improvements as specified by the Project Traffic Study (Refer to pages 7-1 and 7-2 of the RKJK Traffic Impact Analysis, dated January 12, 2000).
30. Prior to issuance of any permits, the Applicant/Developer shall submit to the Planning Director for review and approval, sufficient evidence (or an air quality analysis) to determine if toxic emissions from existing nearby sources (i.e., CVWD's Coachella Valley Sewer Treatment Plant) exist and if said risk is significant and/or acceptable.
31. Prior to issuance of any permits, the Applicant/Developer shall submit to the Planning director for review and approval, sufficient evidence (or an air quality analysis) to determine potential odor impacts from existing nearby sources (i.e., CVWD's Coachella Valley Sewer Treatment Plant) exist and if said impacts are significant and/or acceptable.
32. Hovley Lane East shall be improved from the west Project site boundary to the east Project site boundary at its ultimate half-section width as a Primary Arterial in conjunction with development.
33. Fred Waring Drive shall be improved from the west Project site boundary to the east Project site boundary at its ultimate half-section width as a Major Arterial in conjunction with development.
34. The existing traffic signal at Eldorado Drive and Fred Waring Drive shall be modified to accommodate the north leg of the intersection.
35. The intersection of Eldorado Drive and Hovley Lane East shall be signalized in conjunction with improvements to the south leg of this intersection.

36. The developer shall participate in the phased construction of traffic signals through payment of its fair-share traffic signal mitigation fees, subject to City Engineer approval.
37. The developer shall participate in future cumulative improvement needs along Fred Waring Drive and SR-111 based upon project share calculation (see Table 6-1 of the RKJK Traffic Study dated November 7, 2000) or other City or Regional Programs, subject to City Engineer approval.
38. All internal streets shall be private, and shall be privately maintained and patrolled.
39. Access roadways shall be of appropriate width for fire trucks and constructed for the anticipated vehicle loads. Roadways shall provide turning radii designed to accommodate appropriate fire equipment.
40. Entry and internal street designs shall conform to City standards and shall be reviewed by a qualified traffic engineer.
41. Sight distance at the Project entrances at Fred Waring Drive and Hovley Lane East shall be reviewed for conformance with CalTrans/City sight distance standards at the time of preparation of final grading, landscape and street improvement plans.
42. Traffic signing/stripping shall be reflected in the detailed construction plans for the Project.
43. The Project will provide gated access to Fred Waring Drive and Hovley Lane East, as shown on Exhibit 7-A of the Traffic Study by RKJK and Associates, Inc. (dated November 7, 2000) including two service positions at the gated entrances and a minimum 200 feet of queue length.
44. Bus stop pad and paved "turnout" area to be constructed at the southeast corner of Hovley Lane and Eldorado Drive and at the northwest corner of Fred Waring Drive and Eldorado Drive.
45. Prior to the issuance of any grading permits or construction activities within the Whitewater River Channel, the Applicant shall provide to the Planning Director written approval and/or copy of any required permit(s) from appropriate resource agency(s).
46. For emergency conditions, which require community evacuation procedures, the private gates on Eldorado Drive shall be opened for public use, and all lanes shall accommodate northbound traffic if needed.
47. All construction activity, including the repair and maintenance of construction equipment, on the project site shall comply with Chapter 9.08 of the City of Indian Wells Municipal Code.

48. Noise-generating construction equipment operated on the project site shall be equipped with effective noise control devices, i.e., mufflers, lagging, and/or motor enclosures.
49. All equipment shall be properly maintained to assure that no unnecessary noise, due to worn or improperly maintained parts, will be generated.
50. Truck deliveries and haul-offs shall only be permitted between the hours of 7:00 A.M. and 5:00 P.M. weekdays and 8:00 A.M. and 5:00 P.M. Saturdays. The haul routes shall be approved by the Public Works Director.
51. Construction equipment shall be stored on the Project site to eliminate heavy-duty equipment truck trips.
52. Prior to issuance of any building permits an acoustical study shall be conducted to confirm that noise levels for sensitive interior uses and usable outdoor areas adjacent to Fred Waring Drive and Hovley Lane East can be lessened to comply with City noise standards.
 - Report shall contain recommendations on the need/design for an acoustical noise barrier (consisting of a sound wall and landscape berm) parallel to Fred Waring Drive and Hovley Lane East.
 - Recommendations for residential construction shall be provided with any commercial/residential plans being submitted for structural plan check with the City of Indian Wells Building Department.
53. The roadway network within the Project site shall be privately owned and maintained.
54. A permanent financial mechanism for the maintenance of private streets, acceptable to and approved by the City, shall be established by the Applicant.
55. During site preparation and construction, contractors shall facilitate construction recycling through the separation of recyclable construction waste material into a separate bin and the arrangement of the transportation of recyclable materials to facilities, which accept the materials. The Planning Director prior to issuance of any permits shall verify compliance with this measure.
56. During the ongoing maintenance of the landscape area, green waste generated on the project site shall be composted on-site or at an approved composting facility. The Assistant City Manager shall verify compliance with this measure.
57. Prior to the issuance of building permit for each phase of the project, a solid waste management program consistent with the requirements of the Riverside County County-wide Integrated Waste Management Plan (CIWMP) and the City's Source Reduction and

Recycling Element (SRRE) shall be established. This program shall: maximize the recycling potential of packaging materials (cardboard), mixed papers, and scrap ferrous material; include designated areas for trash separation bins which are accessible to waste haulers where appropriate; and identify the types of materials that are to be recycled. The Assistant City Manager shall verify compliance with this measure.

58. The District will furnish domestic water, sanitation and recycled water service to this area in accordance with the current regulations of this district. These regulations provide for the payment of certain fees and charges by the subdivider and said fees and charges are subject to change.
59. Recycled water shall be used as a primary irrigation source for the golf course and common area landscaping with specific exceptions for pool and clubhouse perimeters.
60. The District will need additional facilities to provide for the orderly expansion of its domestic water and sanitation systems. These facilities may include wells, reservoirs, booster pumping stations and sewage facilities. The developer will be required to provide land on which some of these facilities will be located. These sites shall be shown on the tract map as lots to be deeded to the District for such purpose.
61. Additional domestic water and sewer pipelines will have to be installed by the subdivider in order for the district to provide service to all parcels and lots.
62. This area shall be annexed to Improvement District Nos. 53 and 80 of the District for sanitation service.
63. The District will need additional facilities for the orderly expansion of its sewer collection system. These facilities may be located on district land adjacent to the developer's site.
64. The District requires restaurants to install a grease interceptor, including a sample box, sanitary tee and running trap with cleanout, prior to any discharge to its sanitation facilities. The size of the grease interceptor will be determined by the Riverside County Environmental Health Department and approved by the District. Installation of the interceptor will be inspected by the District.
65. The District requires golf cart washes to install an oil and sand separator, including a sample box, sanitary tee and running trap with cleanout, prior to any discharge to its sanitation facilities. The size of the oil and sand separator will be determined by the Riverside County Environmental Health Department and approved by the District. Installation of the oil and sand separator will be inspected by the District.

66. The District requires commercial establishments with laundry facilities to install a lint trap. The size of the lint trap will be determined by the Riverside County Environmental Health Department and approved by the District. Installation of the lint trap will be inspected by the District.
67. Plans for grading, landscaping and irrigation systems shall be submitted to the District for review. This review is for ensuring efficient water management.
68. The project lies within the area of benefit of the Coachella Valley Groundwater Replenishment Program. Groundwater production within the area of benefit is subject to a replenishment assessment in accordance with the State Water Code.
69. The size, height, type of on-premise signs along any perimeter roadways shall be the minimum necessary for identification. The design, material, color and location of the signs shall blend with the environment, utilizing natural material where possible. Said signs shall not be internally lighted or backlighted.
70. Final building pad elevations shall be reviewed by the Planning Commission prior to the issuance of any grading permits.
71. Utilities including but not limited to electric, communications, vaults and other appurtenances, street lighting and cable television shall be placed underground pursuant to Section 16.08.030(f) of the Indian Wells Municipal Code.
72. Any and all signage for use in the development shall meet all code requirements and shall be approved by the Planning Commission with regard to design and location.
73. Prior to issuance of any building permits, the developer shall prepare a landscape plan for the areas along Fred Waring Drive and Hovley Lane East subject to approval by the City ALC.
74. Final landscaping plans shall be reviewed by the City for appropriate wall and vegetation height adjacent to residentially zoned properties and compliance with other landscaping conditions.
75. The frontage along Fred Waring Drive and Hovley Lane East shall be improved with a landscaped border (face of curb to perimeter wall), a sidewalk (if required), berms, and a 6-foot high masonry wall. The minimum width of such border shall be 30 feet on Fred Waring Drive and 20 feet on Hovley Lane East.
76. A 6-foot high masonry block wall shall be erected around the rest of the development.

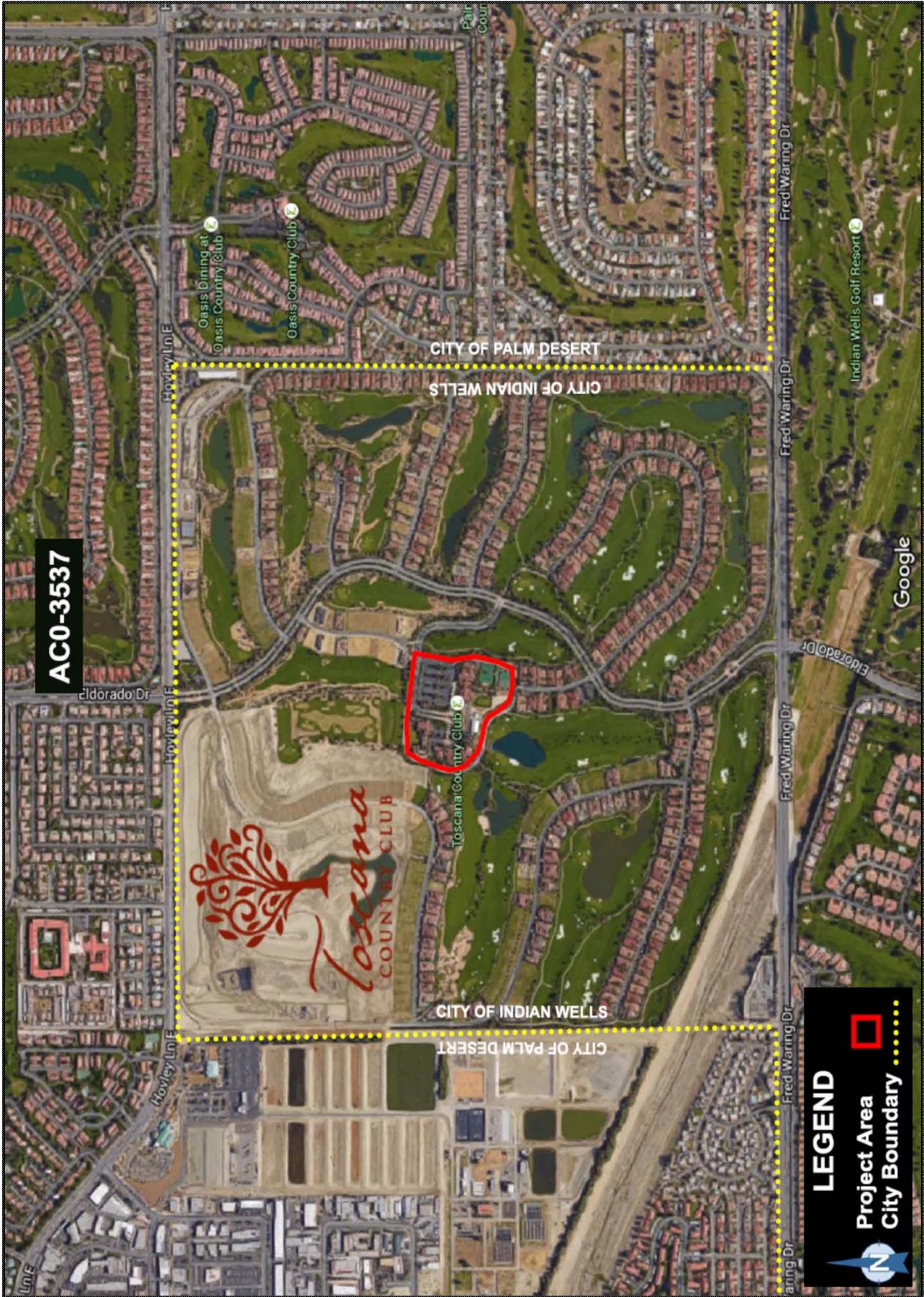
77. Parking lot and/or roadway lighting fixtures (if required) shall be of the box type (sides and hood) so the light source is not visible. Poles for such fixtures shall not exceed 18 feet in height and shall be arranged to reflect light away from adjoining properties and streets.
78. Roof mounted lighting or lights mounted in a tree canopy shall not be allowed.
79. Landscape lighting (if needed) shall be consistent with City ALC accent lighting design standards.
80. Lighting plans (architectural, landscaping, parking lot, roadway or security) shall be reviewed and approved by the City prior to installation. Modification, alteration or addition to any approved lighting shall not be undertaken prior to approval by the City.
81. A professional archaeologist should be retained to help coordinate any work that may take place at or in the vicinity of the Chapin Adobe.
82. A professional archaeologist or qualified archaeological monitor should be present during the grubbing and rough grading element of any future development that may take place at or in the vicinity of the Chapin Adobe.
83. Prior to any site disturbance (i.e., grubbing, grading, etc.) the adobe ruin shall be re-covered with 12-18 inches of sand and the temporary T-stake perimeter be re-established (recommended by Phase I Cultural Resources survey).
 - The temporary T-stake perimeter shall remain in place until construction activities around the adobe ruin cease and final landscaping of the site is undertaken.
84. That a professional archaeologist review and approve any grading or site plans that may take place at or in the vicinity of the Chapin Adobe.
85. Project development plans (grading or otherwise) shall be revised to accept the adobe ruin as a buried feature.

Agency Comment Conditions:

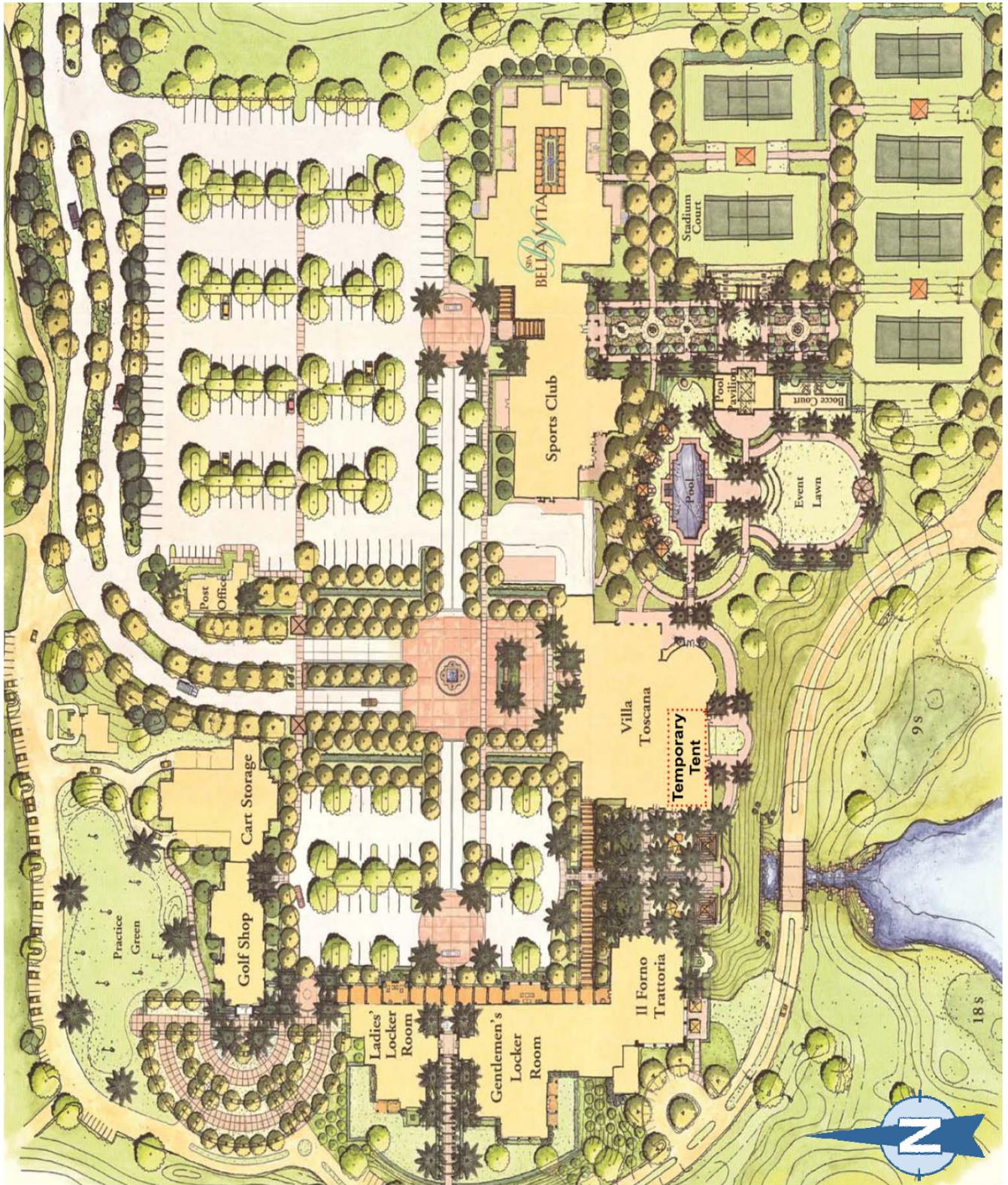
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|----------|---|
| CVMVCD-1 | Lakes and ponds designed and maintained to not breed mosquitoes or midges. |
| CVMVCD-2 | Storm water holding basins designed to drain quickly and not hold water for more than three days to prevent breeding of mosquitoes. |
| CVMVCD-3 | Grass clippings, much and other material properly stored and disposed to prevent breeding of flies and eye gnats. |

- CVMVCD-4 Fruit bearing trees, shrubs and plants maintained to prevent harboring of rodents.
- CVMVCD-5 Many country clubs in Coachella Valley have rodent problems, so a rodent control maintenance program should be established and kept intact for life of project.
- CVMVCD-6 Homes designed and built to eliminate rodent harborage and entry into homes (no openings less than ½ inch).
- CVMVCD-7 Twice weekly trash pick-up desired, particularly in warm weather months, to prevent fly breeding.
- DFG-1 Until such time that the Department of Fish and Game (Department) issues a consistency determination pursuant to section 2080.1 of the Fish and Game Code, all projects which will result in take of the Coachella Valley fringe-toed lizard are required to receive take authorization under section 2081 of the Fish and Game Code. If this project begins grading prior to the issuance of the consistency determination, the project proponent will need to receive take authorization under section 2081 of the Fish and Game Code. If grading begins after the issuance of the consistency determination, then no additional authorization will be required.

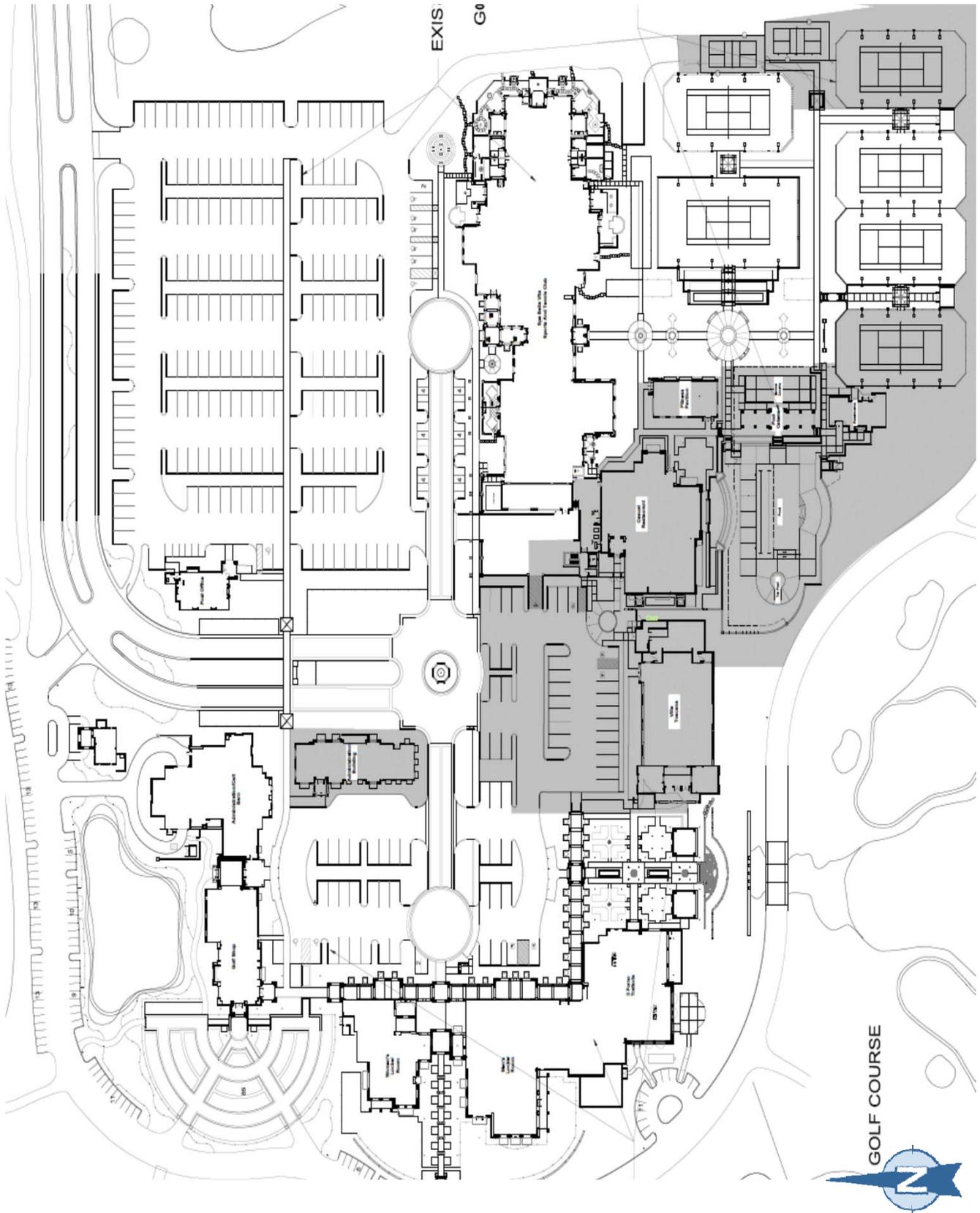
Vicinity Map



Original Club Complex Site Plan



Modified Club Complex Area



Modified Site Plan



Remodeled Event Center Building



Fitness Pavilion



Tower Peak 19'-5"
 Tower Plate 16'-0"
 Roof Plate 11'-0"
 Pavilion FF 182.50

2 West Elevation
1/8" = 1'-0"



Tower Peak 19'-6"
 Tower Plate 16'-0"
 Roof Plate 11'-0"
 Pavilion FF 182.50

3 North Elevation
1/8" = 1'-0"



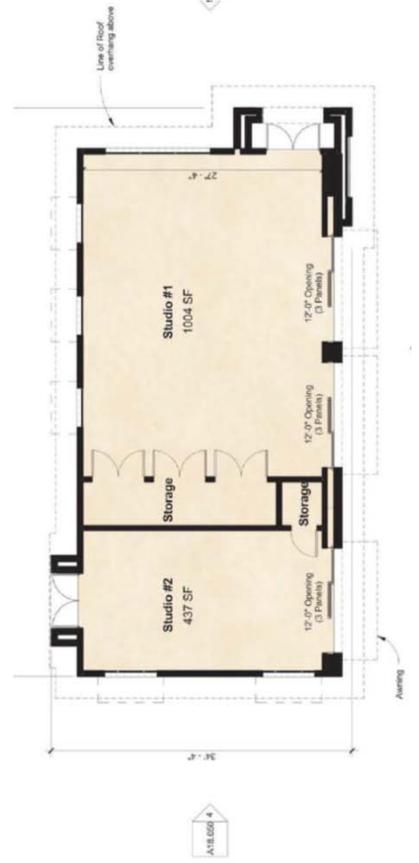
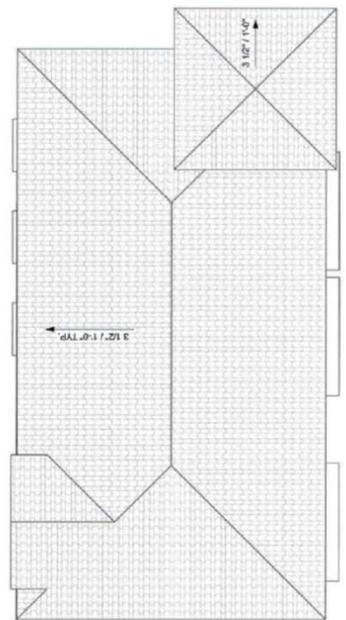
Tower Plate 16'-0"
 Roof Plate 11'-0"
 Pavilion FF 182.50

4 South Elevation
1/8" = 1'-0"



Tower Peak 19'-6"
 Tower Plate 16'-0"
 Roof Plate 11'-0"
 Pavilion FF 182.50

5 East Elevation
1/8" = 1'-0"



New Restaurant



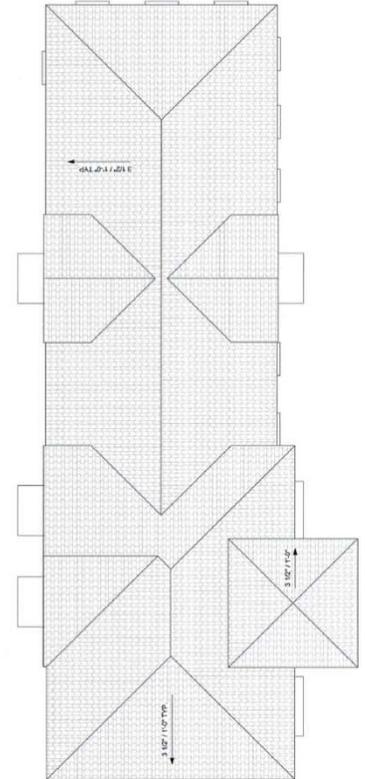
New Administrative Building



① East Elevation
1/8" = 1'-0"



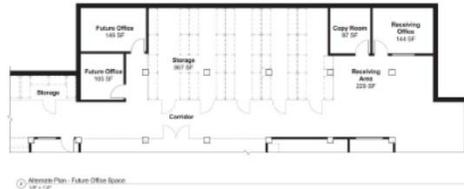
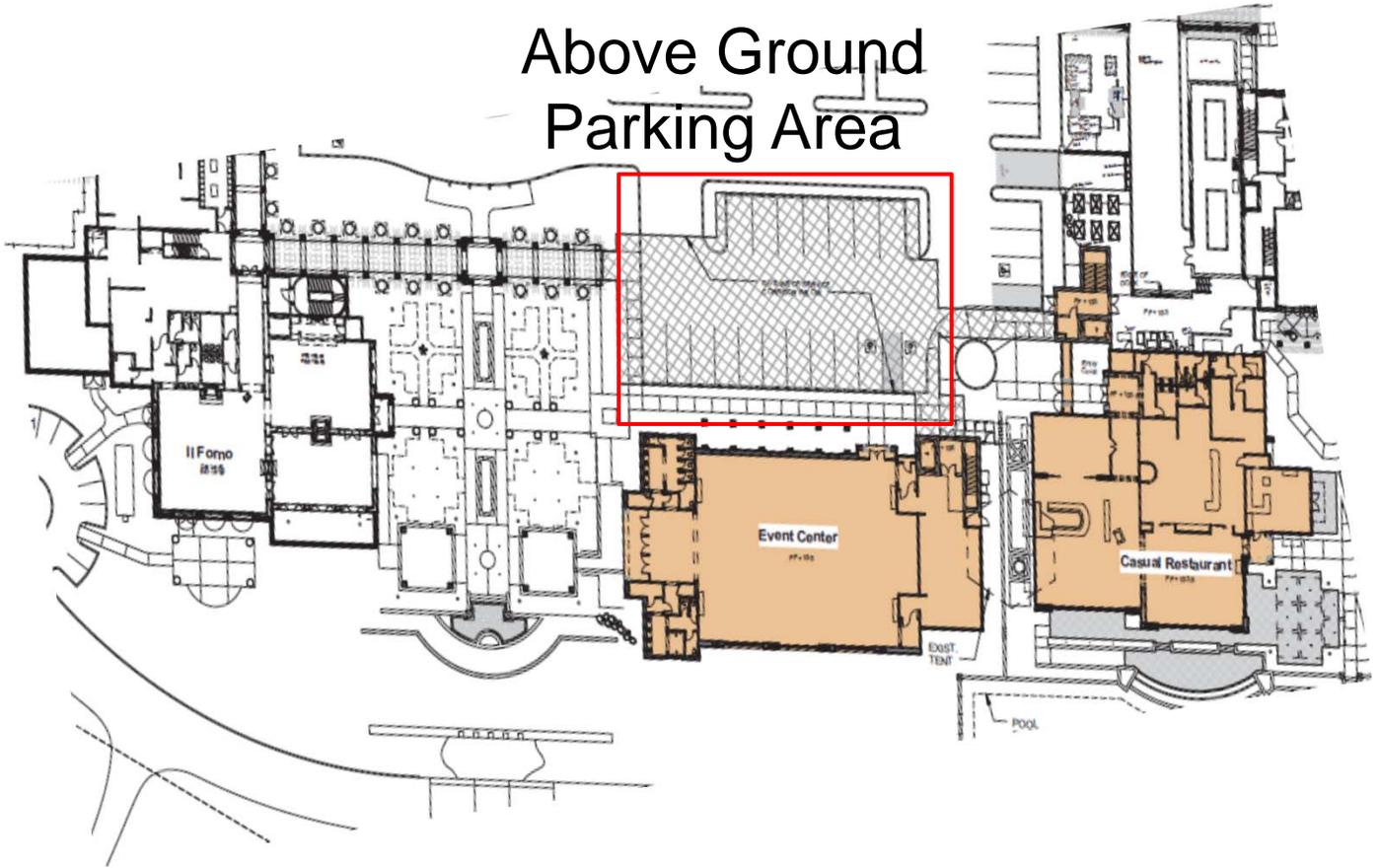
② West Elevation
1/8" = 1'-0"



③ North Elevation
1/8" = 1'-0"

Subterranean Service Corridor

Above Ground Parking Area



Underground Service Corridor



March 4, 2016

Mr. Warren Morelion, AICP
Community Development Director
City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210

Subject: Environmental Assumptions for 2016 Improvements of Toscana Country Club

Dear Mr. Morelion,

MSA Consulting, Inc. (MSA) is pleased to provide you with this letter for environmental assumptions related to the proposed modifications of the Toscana Country Club in Indian Wells.

We understand that the modifications consist of rearranging various uses within the clubhouse and amenity area. Modifications include construction of two additional structures to serve existing staff and members. The proposed changes in square footage and/or programming of the centrally located facilities were addressed in previous CEQA analysis conducted in 2001 and 2007. All changes are proposed within a private gated community and in the location indicated in previous project approvals.

MSA was tasked with providing a letter stating conclusions regarding the environmental effects of the changes. The City will determine the use of this letter by either including it in the project files to document the environmental rationale or use it as the basis for a CEQA exemption.

MSA performed a due diligence level review that consisted of analyzing existing conditions (including site inspection), previous plans and the proposed plan.

According to the Toscana website:

- Resident and Invitational (Non-Resident) Equity Golf Memberships - Limited to 550.
- Resident and Invitational (Non-Resident) Sports Club And Spa Memberships - Limited to 175.
- Over 340 Golf Memberships approved to date.

Existing aerial photography indicates that roughly 75% of the proposed residential lots are developed. The clubhouse and amenity area is fully improved within a centralized common lot and includes structures, parking and landscaped activity areas. The proposed improvements provide structures for services anticipated by the previous plans. Construction will not extend beyond the existing limits of the common space amenity area.

The proposed revisions include the following enclosed buildings:

- Event Center= 8533 sf.
- Administration Building= 3243 sf
- Casual Restaurant = 7798 sf

Other improvements include:

- Sports Club Pavilion
- Pool Pavilion
- Construction of two additional tennis courts
- One swimming pool with accessory restrooms and pool equipment room
- Expanded parking area

The Existing Tent **Event Center** and Food Assembly/Preparation (no cooking) Structure (approximately 7,200 square feet total) is anticipated to be replaced by a future permanent building of approximately 8,533 square feet. This proposed Event Center building would replace the structure referred to as Villa Toscana in the original plans which contained a variety of uses.

Coordination with the owner representative resulted in the following discussion:

The existing administrative staff is currently housed in either the golf shop building (general manager, controller, catering director, accounting staff) or in the sports club (membership director and assistant). The proposed **Administrative Building** would allow for these staff members to be housed in a centralized facility.

The **Casual Restaurant** is proposed in anticipation of buildout of the project at 550 golf members and 175 sports members. The current dining facility "Il Forno Trattoria" was intended to accommodate limited dining needs of the membership. Currently, Il Forno is at or beyond capacity on busy days in the season. In the original site program, the Villa Toscana was proposed to include a la carte dining (intended to supplement the capacity in Il Forno.) Villa Toscana is proposed to be reduced and used as the Event Center only. The proposed revisions would relocate the proposed a la carte dining space in Villa Toscana to the casual restaurant.

The only additional staffing anticipated beyond the current work force is for the casual restaurant. The total is estimated to be similar to the staffing anticipated for the a la

carte dining previously proposed in Villa Toscana and included in the original project plans. The staffing for the casual restaurant will be approximately 12 persons, 5 in the front of the house (hostess, servers, etc.) and 7 in the back of the house (cooks, dishwashers, etc.). Both Il Forno and the Casual Restaurant are expected to be closed in the off season.

According to a memo from the project engineer, the proposal of downsizing Villa Toscana to the Event Facility and the resulting addition of the casual dining restaurant would result in a revised indoor and outdoor dining area of 9,803 square feet (756 additional square feet compared to 9,047 square feet in the original plan for Villa Toscana.)

The revisions to the site plan propose 23 additional parking spaces compared to the originally anticipated total. The additional 23 spaces accommodate the increase in square footage of 756 square feet.

The proposed Conditional Use Permit (CUP) amendment for the Toscana Clubhouse and amenity area can be considered consistent with the current CUP. All improvements are proposed within the existing amenity area that is currently developed with structures, parking areas and landscaped activity areas.

MSA recommends that the project be considered consistent with the previous CEQA analysis and no further environmental studies are needed.

This conclusion is based on coordination with the project engineer, comparison of the previous Project Plans, proposed Project Plans, programming updates and review of the existing CEQA Analysis. In addition to consultation with the project owner representative, coordination with City officials and staff, project background information and site observation.

We believe that these conclusions are consistent with our understanding of the City of Indian Wells process and its requirements.

We appreciate the opportunity to offer our services.

Very truly yours,



Michelle Witherspoon, LEED AP BC+D, REPA, QSD/QSP
Director of Environmental Services
MSA Consulting, Inc.

MDW:nv



4/21/2016

File #: RES-159-16 Item #: B.

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

Extension of Conditional Use Permit for Indian Point Shopping Center Located at the Northwest Corner of Washington Street and Miles Avenue

RECOMMENDED ACTIONS:

Council **OPENS** the Public Hearing, takes any public testimony, **CLOSES** the Public Hearing; and

FINDS the Indian Point Shopping Center Project time extension is justified and not detrimental to the public safety and welfare; and

ADOPTS Resolution approving a one-year time extension to expire on May 7, 2017 for Conditional Use Permit No. 2014-05 for the construction and operation of a 19,150 square foot commercial development known as the Indian Point Shopping Center, located at the northwest corner of Washington Street and Miles Avenue within Planning Area 4 of the approved Town Center Specific Plan.

DISCUSSION:

Background

The Haagen Company, LLC ("Applicant") is requesting approval of a one-year extension of the Indian Point Shopping Center Conditional Use Permit (CUP) due to expire on May 7, 2016 (**Attachment 1**). The City Council approved CUP No. 2014-05 on May 7, 2015 for the project. The project consists of a 10,000 square foot restaurant and a 9,150 square foot retail building on 2.6 acres of land located at the northwest corner of Washington Street and Miles Avenue.

Analysis

The request for an extension of a CUP is a policy decision of the City Council. Section 21.06.040(e) of the Indian Wells Municipal Code states approval of the CUP shall expire one year from the time the permit was approved unless the project has commenced or the time limit is extended by the City Council. The Council may extend the CUP after holding a duly noticed public hearing and making a finding such an extension is justified and not detrimental to the public safety and welfare. The

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File #: RES-159-16 **Item #:** B.

Council may also add conditions of approval or deny the application for a time extension if the Council no longer believes the use is appropriate for the site.

The Applicant has marketed the project to attract tenants for the commercial site, and held several conversations with restaurant ownership groups and operators; however, thus far has been unable to secure tenants for the approved restaurant and commercial buildings.

Staff reviewed the time extension request and determined no new or revised conditions of approval are necessary for the project. Approval of time extension request would extend the CUP approval for one year, expiring on May 7, 2017. The original site plan is attached for reference (**Attachment 2**).

ATTACHMENTS:

1. Time extension request
2. Site Plan
3. Resolution



HAAGEN COMPANY LLC

February 10, 2016

Mr. Warren Morelion
Community Development Director
City of Indian Wells
44-950 El Dorado Drive
Indian Wells, California 92210

Re: Extension Request for CUP 2014-05
Indian Point Shopping Center

Dear Mr. Morelion,

We are writing to request a 1 year extension on the City's approval of CUP 2014-05.

As you know we are the owners of the 2.6 acre property at the corner of Washington St. and Miles Avenue. Our CUP for a restaurant and shops was approved in May of 2015. We have been in the process of trying to attract a large, full service sit down restaurant for the parcel. We believe that the property's location next to the Tennis Gardens, and at a key entry point into the City of Indian Wells, provides a great opportunity to attract a unique restaurant operator. We have had multiple conversations with several restaurant ownership groups and operators but have been unable to consummate a deal as of yet.

We would like to continue our efforts and therefore request an extension of time for our development approval, CUP 2014-05. It is our understanding that the existing approval expires on May 7th so we would appreciate your attention to this.

Thank you for your continued support of our efforts and please let us know if you require any additional information.

Sincerely,

Christopher Fahey
President
Haagen Company LLC

CF/lo

Cc: Alexander Haagen III
Hardy Strozier

Attachment 1

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RESOLUTION NO. 2016-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, APPROVING A TIME EXTENSION FOR CONDITIONAL USE PERMIT (CUP) NO. 2014-05 FOR THE PROPOSED INDIAN POINT SHOPPING CENTER LOCATED AT THE NORTHWEST CORNER OF WASHINGTON STREET AND MILES AVENUE

WHEREAS, the Haagen Company (the "Applicant") has filed a time extension request with the City of Indian Wells (the "City") for Conditional Use Permit (CUP) No. 2014-05 to allow development of a 19,150 square foot commercial development located on a vacant 2.6 acre site located at the northwest corner of Washington Street and Miles Avenue (the "Indian Point Project" or "Project"); and

WHEREAS, on May 7, 2015, the City Council adopted Resolution No. 2015-10 approving Conditional Use Permit No. 2014-05 for the Indian Point Project; and

WHEREAS, at the time of approval, the City Council concluded the Indian Point Project was consistent with the land use, design and scope identified with Subarea 4 of the Town Center Specific Plan and the associated PEIR, Subsequent EIR and 2013 Addendum prepared in support of the Project, which fully analyzed and mitigated all potentially significant environmental impacts that could result from the Indian Point Project; and

WHEREAS, the CUP was approved for a one (1) year time period set to expire on May 7, 2016; and

WHEREAS, the City Council may extend the CUP for a one (1) period after holding a duly noticed public hearing and making a finding such extension is justified and not detrimental to the public safety and welfare;

WHEREAS, Staff reviewed the Applicant's request for one (1) year time extension and determined the request does not warrant any new or modified conditions of approval; and

WHEREAS, approval of the time extension will be for a subsequent one (1) year period from the original May 7, 2016 expiration date; and

WHEREAS, on April 21, 2016, a duly noticed public hearing on the Indian Point Project time extension was held by the City Council at which time the Council accepted oral and written testimony from interested persons.

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

SECTION 1. The City Council **FINDS** the Indian Point Project time extension is justified and not detrimental to the public safety and welfare, as the time extension extends the CUP approval one (1) year and does not change the project scope from what was originally approved. In addition, the proposed CUP is in compliance with the applicable provisions of the City Zoning Code and Town Center Specific Plan (amended February 21, 2013).

SECTION 2. The City Council **ADOPTS** Resolution Bill No. 2016-__ approving a one (1) year time extension to expire on May 7, 2017 for Conditional Use Permit (CUP) No. 2014-05 in support of the proposed Indian Point Project, subject to the Conditions of Approval listed on Exhibit "A" and Mitigation Monitoring & Reporting Program listed on Exhibit "B", attached hereto and by this reference incorporated herein. Mitigation Measure PS-4 and UTL-10 must be completed prior to the issuance of building permit.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution and shall mail by first class, prepaid, United States mail, a certified copy of this Resolution to the Applicant.

SECTION 4. This Resolution shall take effect upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at a regular meeting held on this 21st day of April, 2016.

DANA W. REED
MAYOR

CERTIFICATION FOR RESOLUTION NO. 2016-__

I, Anna Grandys, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Indian Wells on the 21st day of April, 2016, by the following vote:

AYES:
NOES:

ATTEST:

APPROVED AS TO FORM:

**ANNA GRANDYS
CITY CLERK**

**STEPHEN P. DEITSCH
CITY ATTORNEY**

EXHIBIT "A"

Conditions of Approval for
Conditional Use Permit (CUP) No. 2014-05
(one year time extension)
April 21, 2016

GENERAL:

1. The Applicant shall defend, indemnify, and hold harmless the City of Indian Wells and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Indian Wells, its officers, employees, or agents to attack, set aside, void, or annul any approval, conditional approval or condition of approval of the City of Indian Wells concerning this project, including but not limited to any approval, conditional approval or condition of approval by the Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter, provided that the Applicant pay all reasonable fees and costs incurred by the City in doing so. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter.
2. In the event that any condition contained herein is determined to be invalid or legally unenforceable, then all remaining conditions shall remain in force.
3. The Project shall be developed in accordance with the approved plans, and failure to comply with any conditions of approval shall be deemed just cause for revocation of project approval by the City Council. However, the Community Development Director or designee shall have the authority to approve minor deviations in the conditions of approval, and all plans including the construction drawings, if deemed necessary by both the Applicant and the City to implement the Project as approved.
4. All plans shall be coordinated for consistency.
5. The Applicant shall pay development impact fees at the established rates. Such fees may include, but not be limited to, new construction fee, park or open space fees, school fees, drainage fees, sewer fees, TUMF fee, local CVMSHCP development impact fee, building permit and plan check fees.

6. This time extension approval of CUP No. 2014-05 shall be for a subsequent one (1) year period from the original May 7, 2016 expiration date (expiring May 7, 2017) or it shall become null and void unless the time limit is extended by the City Council per Municipal Code Section 21.06.040(e). The phrase "be used" above for the proposed Project shall mean the application and approval of all applicable building permits. In addition, this approval of CUP No. 2014-05 shall become null and void if any such building permit no longer remains in effect due to its lapse, if such occurs following the foregoing on year permit.
7. Approval of this application shall not waive compliance with all applicable sections of the Indian Wells Municipal Code, all other applicable City ordinances, and applicable specific plans.
8. Construction shall occur between the hours of 7:00 am and 5:00 pm, Monday through Friday, 8:00 am and 5:00 pm, Saturday and no construction on Sunday or national holidays per Municipal Code Section 9.06.047. The Community Development Director may grant a temporary waiver from these hours in limited circumstances where special need is demonstrated. Any such waiver request shall be made by the Applicant in advance.
9. Approval of a Planned Sign Program shall be required prior to the installation of building wall or monument signs.
10. Upon submittal of construction drawings to the Building Division for plan check review, all departmental conditions of approval for the project shall be included on the sheet following the title sheet, or the first sheet of the plans. A site plan shall also be attached to all sets of construction drawings. This condition shall be a minimum requirement for acceptance of construction drawings for the Building Division plan check review.
11. The Applicant must obtain written verification from the Community Development Director, Public Works Director, Building Official and Fire Marshal, or designees, of compliance with all Conditions of Approval and Code requirements, prior to commencement of operations of the new entrance and driveway.
12. Within fifteen (15) days of final approval by the City Council, the Applicant shall submit in writing a statement indicating that the Applicant has read and agrees to the conditions imposed herein. Approvals of land use and related applications hereunder shall become void, and any privilege, permit, or other authorization granted shall be deemed to have terminated, if compliance with this condition has not been completed within the specified time limits.

13. The total required parking for the site is 145 parking stalls to accommodate the proposed 10,000 square foot freestanding restaurant Pad and 9,150 square foot retail pad. Any future change to the retail pad to include in-line restaurant or food court uses shall be limited as to not exceed the total available parking on the site. Parking ratios for the site are as follows:

Use	Ratio
Free Standing Restaurants	1 per 100 square feet
In-line Restaurant and Food Courts	1 per 66 square feet
Retail	1 per 250 square feet

ENVIRONMENTAL:

14. Pursuant to Public Resources Code Section 21089 and Fish and Game Code Section 711.4, the Applicant shall provide those fees marked [X] below in the form of a check made payable to the **Riverside County Clerk** within 5 days of City Council approval. Project approval shall not be complete until the required fee(s) is (are) paid:

[X] \$ 50 - "Administrative Fee" to file the Notice of Determination

15. The original SEIR prepared in support of this Project includes a Mitigation Monitoring and Report Program. The Applicant is responsible for the cost of implementing required environmental Mitigation Measures, included in the Project's Mitigation Monitoring and Reporting Program (Exhibit "B").

SITE IMPROVEMENTS/ARCHITECTURE:

16. The Development shall conform to all of the City's Indian Wells Town Center Specific Plan development standards as appropriate.
17. A precise wall plan indicating the design, location and construction details of all new walls and fences shall be submitted to the Community Development Director for review and approval by the Planning and Building Departments. All perimeter and street-facing walls, including retaining walls, shall be decorative in nature and in substantial conformance to the approved conceptual landscape plans attached to the Project Staff Report.
18. Any roof mounted equipment including but not limited to heating, venting, cooling and radio/antenna shall be fully concealed from grade elevation view by architecturally integrated means subject to review and approval by the Community Development Director, or designee.

19. All outdoor dining/patio columns for the restaurant shall meet the required building setback. The flatwork, walls and fireplace may reside within the setback area as shown on the approved site plan.

LANDSCAPING:

20. The irrigation system shall include provisions for design features that conserve water, such as controlled irrigation systems, which employ drip irrigation, soil moisture sensors, and automatic systems that minimize runoff and evaporation, supplemental hand watering, and the use of mulch on top of soil to improve water-holding capacity as approved by the Community Development Director.
21. Detailed landscaping and irrigation plans shall be submitted for approval by the Community Development Director and the Coachella Valley Water District. The plans shall be certified by a landscape architect and shall provide permanent, automatic irrigation systems, which shall be installed on all landscaped areas requiring irrigation and be in full compliance with the adopted Landscape Guidelines and Design Specifications. Final landscape, hardscape and lighting plans shall be subject to approval by the Community Development Director and Public Works Director or designees prior to installation of those improvements.
22. Above ground-mounted utility locations shall require approval by the Community Development Director. All detector check and backflow assemblies shall be located in planting areas.
23. The detector check/backflow devices shall be painted a neutral/earth tone color and any pipes extending above ground shall be finished and painted to match the device.
24. All ground-mounted utility appurtenances shall be located out of public view and adequately screened through the use of a combination of concrete or masonry walls, berming and/or landscaping to the satisfaction of the Community Development Director.
25. All plant materials within landscaped areas, including areas within the Public Right-of-Way shall be maintained in a viable growth condition throughout the life of this approval.
26. Landscaping shall be located so as not to interfere with sight distance from driveways.
27. All landscaping and irrigation shall be installed in accordance with plans on file with the Community Development Department, and irrigation systems fully operational. Furthermore, all landscaped areas shall be free of trash and debris.

28. The Applicant shall retain the project landscape architect to conduct a final field inspection and prepare a certificate of substantial completion, which shall be filed with the Community Development Director prior to certificate of occupancy. The certificate of completion shall specifically indicate that all plant material was installed as specified by the landscape design plan, that the irrigation system was installed as designed, and that the irrigation system is fully operational. The certificate shall also include a list of any identified installation deficiencies, or changes subject to review and approval by the Community Development Director or designee.

LIGHTING:

29. Prior to the issuance of building permits, the Applicant shall submit to the Community Development Director for approval, a detailed on-site lighting plan indicating the style, illumination, height and method of shielding for all permanent light fixtures proposed for the Project. The plan shall include a photometric diagram depicting illumination levels.
30. Project lighting shall, in general, be as subdued as possible, avoiding excessive light spillage outside the property boundary. Outdoor lighting shall be shielded sufficiently to not adversely impact surrounding uses, but shall provide sufficient illumination for access and security purposes. Such lighting shall not blink, flash or oscillate.
31. Landscape lighting shall be indirect; non-glare lights, positioned to light tree canopies, paths and walkways, or walls, as appropriate, and avoid light spillage outside of the Project area. Up-lights in turf areas shall be in light wells only. Up lights in planters must have j-boxes below grade (or screened as approved by the Community Development Department), light fixtures must be screened with landscaping, etc.
32. All exterior lighting fixtures shall be installed in accordance with plans on file with the Community Development Department, and shall be fully operational prior to occupancy.
33. All building-mounted light fixtures within public areas shall be decorative in nature and architecturally compatible with the building. Building-mounted light fixtures shall be reviewed and approved by the Community Development Director, or designee prior to installation.

PUBLIC WORKS/ENGINEERING:

34. All private streets and driveways shall be constructed in accordance with City of Indian Wells Standard Plans unless otherwise approved by the Public Works Director. All proposed street and driveway improvements shall be shown on a Precise Grading Plan, and shall be reviewed and approved by the Public Works Director prior to issuance of a Precise Grading Permit. A Precise Grading Permit shall be obtained prior to commencement of any improvement work. All work shall be inspected by the City. All appropriate fees for review of plans, issuance of a Precise Grading Permit, and inspection shall be submitted to the City. A Record (as-built) Precise Grading Plan shall be submitted to the City for review and approval prior to final acceptance of improvements.
35. Prior to issuance of a Precise Grading Permit, the Applicant shall submit and obtain approval of all of the following:
 - A. Precise Grading Plan that shall be prepared by a qualified Engineer, and shall conform to the recommendations contained in a Preliminary Geotechnical Report(s).
 - B. Fugitive Dust Control Application and Plan.
 - C. Refundable dust deposit in the amount of \$2,000 per acre.
36. Prior to construction on the site, a six foot (6') temporary chain-link fence shall be erected on any portion of the property that is exposed to public access and connected to any block walls surrounding the property. This will deter theft of and vandalism to construction materials and equipment on the property during construction. All construction fencing shall have a screen mesh so as to conceal construction activity from public view.
37. Landscaping plans for trees, shrubs, walls, fences or other structures at or near intersections must conform to Indian Wells Municipal Code sight distance standards and Public Works public street standards for areas accessing public right-of-ways. Plans for improvements that may impact sight distance must be submitted to and approved by the City Engineer prior to the issuance of building permits or implementation of landscape improvements.
38. Where proposed, off-site improvements, including but not limited to streets, slopes, public utilities and drainage facilities, are to be constructed by the Applicant at his own expense. All necessary off-site easements or other interest in real property shall be dedicated to the City of Indian Wells by a Grant of Easement. The Applicant shall provide documentary proof satisfactory to the City that such easements or other interest in real property have been obtained prior to the approval of respective improvements. Additionally, the City may, at its sole discretion, require that the Applicant obtain, at its sole expense, a

title policy insuring title for the easement or other interest in real property vested in the City of Indian Wells or other agency, or the Applicant, as applicable.

39. In accordance with the requirements of the Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit (MS4 Permit) No. CAS617002 (Order No. R7-2008-0001) adopted on May 25, 2008 by the State Regional Water Quality Control Board, a final, project-specific Water Quality Management Plan (WQMP) shall be submitted by the Applicant to the City for review and approval prior to issuance of any building or grading permits. The WQMP shall substantially conform to the requirements of the latest edition of the "Whitewater River Region Water Quality Management Plan for Urban Runoff". The property owner shall record a "Water Quality Management Plan and Stormwater BMP Maintenance and Right of Entry Agreement" with the County-Clerk Recorder to enforce said WQMP and BMP's and to inform future property owners of the requirement to implement the approved project-specific WQMP.
40. Prior to grading permit issuance, the Applicant shall file for a National Pollutant Discharge Elimination System (NPDES) permit with the California State Water Resources Control Board and abide by the conditions of the permit as issued. A copy of the NOI, Storm Water Pollution Prevention Plan (SWPPP), and Monitoring Plan shall be submitted to the Public Works Department a minimum of thirty (30) days prior to commencing grading operations.
41. The Applicant shall install landscaping and irrigation between the Project boundary and the Washington Street and Miles Avenue curb line (the "Project Landscaping") and repair any center street medians and median landscaping damaged during any of the project construction activities. The perpetual maintenance of the Project Landscaping, including all landscaping within the public right-of-way shall be the responsibility of the Applicant.
42. The existing parkway landscaping and irrigation system materials on Miles Avenue within the public right-of-way adjacent to the Project is owned by the City. The Applicant shall coordinate removal and disposal of all existing parkway landscaping and irrigation system with the Public Works Department. If requested by the City, the applicant shall salvage and deliver materials to the Public Works Maintenance Facility.
43. All driveways accessing the Project site from Washington Street or Miles Avenue shall conform to County of Riverside Standard Plan No. 207A, Commercial Driveway.

44. The Applicant shall dedicate sufficient right-of-way at the northwest corner of Washington Street and Miles Avenue to accommodate the turning radius of a Double Trailer Combination Truck with a 67-foot wheelbase (WB67D) and the City Standard 208 Case B Access Ramp. The Right-of-way dedication shall be submitted for approval as a separate plat map and legal description document. The dedication submittal shall be validated by a California licensed Land Surveyor.
45. The Miles Avenue median may be modified to provide an eastbound left turn in only lane. Said modification shall be shown on a Street Improvement Plan, and shall be reviewed and approved by the Public Works Department.
46. All existing public improvements intended to be protected in place, including but not limited to curb, sidewalk, and traffic signal appurtenances, shall be shown and labeled on the improvement plans as "protect in place". Any said existing improvements damaged or destroyed as a result of this Project shall be repaired or replaced as directed by the City's representative.
47. All existing regulatory, warning, and guide signs disturbed by this Project shall be replaced with new signs as directed by the City's representative.

FIRE DEPARTMENT:

48. The Fire Department requires the following fire protection measures be provided by the Applicant in accordance with City Municipal Code, NFPA, CFC, and CBC or any recognized Fire Protection Standards. The Fire Department is required to set a minimum fire flow for the remodel or construction of all buildings per UFC article 87. As a result, the Applicant shall meet the following requirements:
49. A fire flow of 1500 gallons per minute (gpm) for a 1-hour duration at 20 psi residual pressure must be available before any combustible material is placed on the job site.
50. The Applicant shall provide or show there exists a water system capable of providing a flow of 3,000 gpm for commercial buildings.
51. The required fire flow shall be available from a wet barrel Super Hydrant(s) 4"x 2 1/2" x 2 1/2", located not less than 25' nor more than 150' from any portion of a commercial building measured via vehicular travel way.
52. Water plans must be approved by the Fire Marshal and include verification that the water system will produce the required fire flow.

53. The Applicant shall install a complete NFPA 13 fire sprinkler system. This applies to all buildings with a 3,000 square foot total cumulative floor area. The Applicant shall obtain Fire Marshal approval of the locations of all post indicator valves and fire department connections. All valves and connections shall not be less than 25' from the building and within 50' of an approved hydrant.
54. All valves controlling the water supply for automatic sprinkler systems and Water -flow switches shall be monitored and alarmed per CBC Chapter 9.
55. The Applicant shall install a fire alarm system as required by the NFPA 72.
56. The Applicant shall install portable fire extinguishers per UL 300, but not less than one 2A10BC extinguisher per 3,000 square feet and not over 75' walking distance. A "K" type fire extinguisher is required in all commercial kitchens.
57. The Applicant shall install a Hood/Duct automatic fire extinguishing system per NFPA 96 in all public and private cooking operations.
58. The new commercial development shall have address identification as approved by the Director of Community Development.
59. All fire sprinkler systems, fixed fire suppression systems and alarm plans must be submitted separately to the Fire Marshal for approval prior to construction.
60. All elevators shall be minimum gurney size.
61. Conditions are subject to change with adoption of new codes, ordinances, laws, or when building permits are not obtained within twelve months.

RECYCLING:

62. The Applicant shall comply with the provisions of the City of Indian Wells' Construction & Demolition Debris Management Plan and the Indian Wells Municipal Code Chapter 16.75.
63. Approval of the Construction & Demolition Debris Management Plan by the City is required before issuing a demolition and building permit and beginning of demolition and on-site mobilization work.
64. Any recyclable materials shall be removed from the premises by a licensed contractor as an incidental part of a total construction, remodeling or demolition services offered by that contractor who will certify in writing that accepted construction and demolition debris will be diverted from that accepted construction and demolition debris will be diverted from landfill, not dumped illegally or dumped at sea.

65. Any reusable materials removed from site by a not for profit organization shall certify in writing that the accepted construction and demolition debris will be diverted from landfill, not dumped illegally, or dumped at sea.
66. The Applicant shall develop a plan for diverting a minimum of fifty percent (50%) of construction and demolition debris from landfill and how it will be diverted from landfills.
67. The Applicant shall furnish copies of the Construction & Demolition Debris Management Plan to all on-site supervisors, each subcontractor, the Owner and the Architect.
68. The Applicant shall minimize the creation of construction and demolition waste on the job site.
69. The Applicant shall reuse, salvage or recycle as much of the inevitable waste that is generated from the construction or demolition as is feasible.
70. Within ten (10) calendar days after receipt of Notice of Award of Bid, or prior to any waste removal, whichever occurs sooner, the contractor shall submit to the Owner and Architect, a City of Indian Wells Construction and Demolition Debris Management Plan.
71. The contractor shall provide copies of the Indian Wells Construction & Demolition Debris Management Plan to the job site foreman, each subcontractor, the Owner and the Architect.
72. Hazardous wastes shall be separated, stored and disposed of according to local regulations
73. The contractor shall conduct Construction Waste Management meetings. Meetings shall include subcontractors affected by the Waste Reduction and Recycling Plan. At a minimum, waste management goals and issues shall be discussed at the following meetings:
 - Pre-bid meetings.
 - Pre-construction meeting.
 - Regularly scheduled job-site meetings.

CONSERVATION:

74. The Applicant shall use, to the extent practicable, native and water efficient landscaping. The installation of water conservation devices in development and irrigation systems shall be explored and used to the extent appropriate and reasonably feasible.
75. If rooftop telecommunication arrays are proposed, they shall be screened from view or incorporated into building facade.
76. The Applicant shall consider sustainable site and building design techniques, which may include, but are not limited to, the following:
 - On-site generation of renewable energy through the use of solar power.
 - On-site generation of renewable energy through photovoltaic techniques and usage of photovoltaic cells.
 - Use of natural, plentiful or renewable materials in building construction.
 - Low or non-toxic materials shall be utilized with minimal VOC-producing compounds.
 - Use of materials, components and systems that help reduce energy consumption to buildings and facilities.
 - Where possible, design buildings that exceed California's Title 24 energy efficiency standards by at least fifteen percent (15%).
 - A weather based satellite irrigation system.
 - Strategic orientation and configuration of buildings and shading elements to passively heat and cool spaces.
 - Designated carpool parking areas.
 - Use of energy-efficient and automated controls for air-conditioning units and lighting to reduce electricity consumption and associated emissions.
77. The Project shall include provisions for design features that conserve water including low-flush toilets, low-flow faucets, and inclusion of water conserving irrigation practices.

78. The Applicant shall incorporate energy conservation measures into building design in accordance with energy conservation requirements imposed by the California Energy Commission and Title 24 of the California Administrative Code. Architectural and landscape design plans shall promote, to the maximum extent feasible, design strategies to maximize shading and natural cooling.

UTILITIES:

79. The conduit system for any electrical service, with associated concrete manholes and vaults, shall be installed underground in accordance with utility company requirements and those that may be imposed by the City.
80. Utility transformers and other appurtenances shall be placed according to the requirements of the applicable utility purveyor.
81. Unless otherwise approved by the City and/or specified by the Southern California Edison Company and/or Imperial Irrigation District, the Applicant shall be financially responsible for the design and construction of all on-site infrastructure improvements for power transmission lines necessary to serve the site. The Applicant shall dedicate and record any right-of-way and maintenance easements, as may be required by the Southern California Edison Company and/or Imperial Irrigation District, for the purpose of constructing and maintaining electrical system improvements.

COACHELLA VALLEY WATER DISTRICT (CVWD):

82. As required by CVWD, prior to the issuance of building permit approval, the Applicant shall prepare detailed water system improvement plans for the project that shall be submitted and approved by CVWD. Improvements identified in the plans shall be installed by the Applicant and be in place prior to occupancy and permit issuance.
83. The Applicant shall pay all fees required by CVWD.
84. Prior to the issuance of building permits, the Applicant shall obtain approval from the Coachella Valley Water District indicating that adequate sewer capacity exists to service site development. The Coachella Valley Water District's approval of signed sewer plans for the Project shall suffice as such approval.
85. All water system improvements shall be closely coordinated with, and shall be subject to review and final approval by the Coachella Valley Water District.

86. The Applicant in accordance with current district regulations shall incur fees for domestic water and sanitation service in accordance with current district regulations.

SOUTHERN CALIFORNIA EDISON (SCE) OR IMPERIAL IRRIGATION DISTRICT (IID):

87. The Applicant shall contact SCE and/or IID to discuss energy conserving measures including day lighting, thermal storage and passive solar applications. The Applicant shall provide the Community Development Director with a letter from SCE or IID confirming that this discussion has occurred and listing any recommended measures. The Community Development Director shall evaluate the letter and determine the appropriate level of implementation prior to issuance of building occupancy permits.
88. Extension and related improvements to the natural gas system shall be installed as development occurs.

SOUTHERN CALIFORNIA GAS COMPANY:

89. The Applicant shall contact the Southern California Gas Company to discuss the most effective applications of energy conservation techniques for this Project. The Applicant shall provide the Community Development Director with a letter from SCG confirming that this discussion has occurred and listing any recommended techniques. The Community Development Director shall evaluate the letter and determine the appropriate level of implementation prior to issuance of building occupancy permits.
90. Prior to the issuance of building permits, the Applicant shall provide the City and the Coachella Valley Water District (CVWD), as required, and shall receive approval by the City and CVWD, information regarding the design of the water system servicing the Project, addressing facility sizing and location (e.g. primary mains, special facilities, storage, facilities and transmission mains), projected water demands based upon hydraulic analysis for the proposed system under average day, and maximum day and peak-hour demands.
91. Relocation of facilities on the project site (if any), which facilities exist by right of easement or otherwise, the Owner/Applicant will provide Southern California Edison or other agency with suitable replacement rights. Any costs and replacement rights are required prior to the performance of the relocation.

BUILDING AND SAFETY:

92. A pre-construction meeting, scheduled with the Building Division, shall be held with all applicable City staff members, Applicant, contractor, superintendent, and all subcontractors prior to start of construction.
93. Prior to the issuance of a building permit for construction, the Applicant shall first obtain and present to the Building Department permits and/or clearances from the following agencies/individuals:
 - City Fire Marshal
 - City Public Works Director
 - Community Development Director
 - CVWD
94. Seismic design consideration shall be in accordance with the provisions of the current California Building Code and the seismic design parameters of the Structural Engineers Association of California.
95. Upon final building and planning inspection of site development, all street signage and building signage, as may be required by the City and/or recommended by the Riverside County Sheriff's Department and Fire Department, shall be installed in accordance with the City specifications.
96. Development within the Project site will be designed in accordance with the energy conservation requirements imposed by the California Energy Commission and Title 24 of the California Administrative Code.
97. The Project shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
98. The Project is to be built according to Building and Safety Standards and comply with any applicable City of Indian Wells Municipal Code Regulation.
99. Any temporary sales and/or construction office buildings/trailers shall be removed from the site prior to issuance of a certificate of occupancy.
100. The Project site shall be clean and free of trash and construction debris, and all construction equipment shall be removed from the site prior to issuance of a certificate of occupancy.

END OF CONDITIONS

EXHIBIT "B"

TABLE 5.1 MITIGATION MONITORING AND REPORTING PLAN

The California Environmental Quality Act (CEQA) requires that agencies adopting environmental impact reports ascertain that feasible mitigation measures are implemented, subsequent to project approval. Specifically, the lead or responsible agency must adopt a reporting or monitoring program for mitigation measures incorporated into a project or imposed as conditions of approval. The program must be designed to ensure compliance during applicable project timing, e.g. design, construction, or operation (Public Resource Code Section 21081.6).

Mitigations were originally developed under three related CEQA documents that apply to the Indian Wells Tennis Garden. These include the 1998 Garden of Champions Program EIR (1998 PEIR), the 2008 Indian Wells Town Center Supplemental EIR (2008 SEIR), and the 2013 Indian Wells Tennis Garden Improvement Project EIR Addendum (2013 Addendum). The 2008 SEIR included the latest list of comprehensive mitigation measures from the associated CEQA documents. The table below lists these in their entirety.

The Indian Wells Shopping Center Project readopts those mitigations relevant to the commercial/retail portion of the comprehensive project (1998 PEIR; 2008 SEIR; and 2013 Addendum). To maintain consistency of numbering, all mitigations for the 2008 SEIR project are included in the following table. The mitigation measures applicable to the Indian Wells Shopping Center Project are shown in black text. Those which do not apply have been ~~grayed and struck out~~.

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
AESTHETICS			
AES-1: Prior to issuance of building permits, the project shall demonstrate that the hotel has been designed to incorporate a “terraced” design to minimize building bulk and massing and that building placement provides a view corridor through the site.	Not Applicable	Not Applicable	
AES-2: Equipment storage and soil stockpiling shall be at least 100 feet from adjacent property lines.	City of Indian Wells Community Development Department	During Construction	
AES 3: Construction related rubbish and debris shall be removed as required by the City of Indian Wells Building and Safety Department Inspectors.	City of Indian Wells Community Development Department	During Construction	
AES 4: Prior to the issuance of building permits an outdoor lighting plan for the project shall be approved by the Community Development Director which contains the following provisions: <ul style="list-style-type: none"> • Use of low pressure sodium lights or current appropriate lighting technology for parking areas; • Exterior lighting shall be fully shielded and directed away from adjoining properties; • Architectural and accent lighting shall be turned off between 11:00 PM and sunrise except for approved events; and • Parking lot lighting shall not exceed 25 feet in height. 	City of Indian Wells Community Development Department	Prior to the issuance of building permits	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
AESTHETICS			
AES 5: Construction and security lighting shall adhere to the City of Indian Wells Lighting Standards, which specifies the usage of low pressure sodium lighting for security purposes.	City of Indian Wells Community Development Department	During Construction	
AIR QUALITY			
AQ-1: The Proposed Project shall comply with City of Indian Wells conditions to prevent dust and blowsand as follows: <ul style="list-style-type: none"> • Graded but undeveloped land shall be maintained in a condition so as to prevent a dust and/or blowsand nuisance, and shall be planted either with interim landscaping or provided with other wind and water erosion control measures as approved by the Director of Building and Safety and the state air quality management standards. • Notwithstanding any section of the ordinance to the contrary, the permit holder(s) shall comply with the requirements of City of Indian Wells Municipal Code Section 8.20 (Fugitive Dust). 	City of Indian Wells Community Development Department	During Construction	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
AIR QUALITY			
<p>AQ-2: In accordance with City of Indian Wells conditions, all necessary measures to control dust shall be implemented during grading. Such measures shall include the following:</p> <ul style="list-style-type: none"> • The project shall comply with State, County and UBC dust control regulations, so as to prevent the soil from being eroded by wind, creating dust, or blowing onto a public road or roads or other public or private property. • SCAQMD Rule 403.1 as amended shall be adhered to, ensuring the clean up on the construction related dirt on approach routes to the site, and the application of water and/or chemical dust retardants that solidify loose soils shall be implemented for construction vehicle access, as directed by the Community Development Director. This shall include covering, watering or otherwise stabilizing all inactive soil piles (left more than 10 days) and inactive graded areas (left more than 10 days). • Any vegetative ground cover to be utilized onsite will be planted as soon as possible to reduce the amount of open space subject to wind erosion; irrigation will be installed as soon as 	<p>City of Indian Wells Community Development Department</p>	<p>During Construction</p>	

<p>possible to maintain the ground cover and minimize blowsand.</p> <ul style="list-style-type: none"> • Grading activity will be suspended when local winds exceed 30 mile per hour and during first and second state smog alerts. • All trucks hauling dirt, soil or other loose dirt material will be covered. • Pursuant to City of Indian Wells Municipal Code Section 8.24 (Blowing Sand and Dirt) blowsand shall be controlled by the measures contained in Section 8.24. Furthermore, pursuant to the Coachella Valley Fugitive Dust Control Handbook, measures to control PM 10 shall be approved by the Community of Development. 			
<p>AQ-3: In order to reduce emissions from the power plant providing electricity to the site and from natural gas consumed by the projects users, on-site buildings shall at a minimum, be constructed to comply with State Energy Efficiency Standards.</p>	<p>City of Indian Wells Community Development Department</p>	<p>During Construction</p>	
<p>AQ-4: Reduce the maximum acreage graded on any one day to 20 acres.</p>	<p>Not Applicable</p>	<p>Not Applicable</p>	
<p>AQ-5: During project construction, onsite electrical hook ups shall be provided for electric construction tools including saws, drills and compressors, to eliminate the need for diesel powered electric generators. Contractors shall include equipment from Table 1 of the SCAQMD Air Quality Guidance Handbook, Mitigation Measures and Control Efficiencies for off-road engines.</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
AIR QUALITY			
AQ-6: During project construction, the developer shall require all contractors not to idle construction equipment onsite for more than 5 minutes.	City of Indian Wells Community Development Department	During Construction	
AQ-7: During project construction, the developer shall require all contractors not to idle construction equipment onsite for more than 5 minutes.	Not Applicable	Not Applicable	
AQ-8: A minimum of three Transportation Demand Management (TDM) measures shall be implemented. TDMs may include having showers and locker facilities for employees, providing a least one secure bike rack parking spot for every 20 vehicle parking spaces, providing preferential parking for carpool/van pool vehicles, and installing kiosks with alternative transit information.	City of Indian Wells Community Development Department	Prior to the issuance of building permits	
BIOLOGICAL RESOURCES			
BIO-1: Prior to issuance of a grading permit, the applicant shall pay the CVMSHCP mitigation fee to the Coachella Valley Association of Governments (CVAG).	City of Indian Wells Community Development Department	Prior to the issuance of building permits	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
BIOLOGICAL RESOURCES			
<p>BIO-2: A pre-grading survey shall be conducted on the project site and the area for the concrete lining and access road within the CVSC right-of-way within 30 days prior to any ground disturbance to avoid a direct take of burrowing owls (BUOW). The biologist conducting the 30-day pre-construction BUOW survey must submit a letter report to the City of Indian Wells documenting the results of the survey</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	
<p>BIO-3: Prior to the disturbance of any land within the Coachella Valley Storm Drain Channel, the project shall secure any necessary permits from Army Corps of Engineers and the California Department of Fish and Game. The project will be required to mitigate any impacts to jurisdictional waters at a ratio of 1:1. This can be accomplished by purchasing local mitigation credits or funding creation of a comparable amount of habitat. This amount of mitigation is the City's baseline requirement, but the City will accept a greater mitigation ratio if required by the responsible regulatory agency.</p>	<p>Not Applicable</p>	<p>Not Applicable</p>	
<p>BIO-4: If tree or shrub removal will occur during the bird nesting season (March 1 to September 15) a nesting bird survey shall be conducted by a qualified biologist prior to cutting trees or shrubs down</p>	<p>City of Indian Wells Community Development Department</p>	<p>During Grading</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
CULTURAL RESOURCES			
<p>CUL-1: Prior to issuance of grading permits, a qualified paleontologist shall be retained by the developer to monitor onsite grading, especially in the vicinity of CA-RIV- 5876. Any fossiliferous materials found during excavation shall be retained and curated in an appropriate manner at an appropriate facility. The recovery of any fossils shall be coordinated with the County Archaeological Information Center. This measure shall be implemented to the satisfaction of the Community Development Director.</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	
<p>CUL-2: Prior to the issuance of grading permits, a qualified archaeologist shall be retained by the applicant to monitor earth grading or any ground disturbance activities to ensure protection of significant cultural resources. A report of findings shall be prepared and the City shall require that the report have a peer review by an archaeologist qualified to meet the requirements established by the California Secretary of the Interior' Standards and Guidelines. The report and the peer review of the report shall be submitted to the Eastern Information Center, University of California Riverside and the Aqua Caliente Band of Cahuilla Indians or any other Native American Tribe identified during the SB 18 consultation if requested by said tribe(s).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
CULTURAL RESOURCES			
<p>CUL-3: During grading, a qualified archaeologist shall be retained by the applicant to monitor onsite grading. The monitor(s) shall have the authority to temporarily halt work until the artifacts can be surveyed, recovered, and/or handled in an appropriate manner. If archaeological resources are discovered, all work in that area shall be halted and qualified personnel shall be retained to examine, evaluate, and determine the most appropriate disposition of the resource(s). This measure shall be implemented to the satisfaction of the City's Community Development Director in consultation with the Archaeological Information Center (AIC) at UCR.</p> <p>If artifacts of Native American (NA) origin are discovered, official representatives of the NA group shall be consulted to determine the most appropriate disposition of the artifacts, to the satisfaction of the AIC and the NA group. If fossils are found onsite, the AIC shall be contacted to determine disposition, to be funded by the developer.</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
CULTURAL RESOURCES			
<p>CUL-4: The project applicant shall enter into a Pre-Excavation Agreement with the most appropriate local Native American (NA) group to fund up to 2 NA representatives to have access to the site during grading activities. The designation of monitors shall be coordinated with the following Tribes: Augustine Band of Cahuilla Mission Indians, Aqua Caliente Band of Cahuilla Indians, Morongo Band of Mission Indians, and Soboba Band of Luiseno. It is the intent of this Mitigation Measure to avoid duplication of monitoring efforts and to designate the most appropriate Tribe to conduct the monitoring.</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
CULTURAL RESOURCES			
<p>CUL-5: If human remains are found during excavation, work shall be halted and the appropriate local Native American (NA) group shall be contacted. If the County Coroner's office determines the remains to be Native American, and it is determined by the Native American Heritage Commission that member(s) of the local NA group is (are) the most likely descendants, the applicant shall allow reburial of the remains and associated goods at an appropriate offsite location which shall be "capped" to prevent further disturbances in the future. The site of such burial shall not be disclosed to the public, pursuant to Government Code §6254. Details of the reburial shall be negotiated between the applicant and the appropriate representatives of the local NA group.</p> <p>If human remains are found, and not determined by the County Coroner's office to be Native American, but believed by the local NA group to be so, the applicant shall be required to pay reasonable costs to determine whether the remains are, Native American. All NA cultural items and associated grave goods found on site, other than human remains, are to be avoided, relocated, salvaged, returned to the NA group, or any other option decided by the NA group to be appropriate, before development of the area in which the item was found is resumed.</p> <p>The applicant shall provide for NA tribal archaeological monitors to be present during any Phase II and potential Phase III surveys of all sites within the project.</p>	<p>City of Indian Wells Community Development Department</p>	<p>During Grading</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
GEOLOGY AND SOILS			
<p>GEO-1: Geotechnical/soils reports shall be submitted to the Engineering Department for approval prior to issuance of a grading permit. All grading shall be in conformance with the recommendations of the geotechnical/soils reports as approved by the Engineering Department. Recommendations to be addressed within the geotechnical/soils report shall address, at minimum the following issue areas. The geotechnical study shall be approved by the Engineering Department, and applicable recommendations shall be incorporated into the final grading plan, including:</p> <ul style="list-style-type: none"> • Site Clearing and Preparation; • Seismic Design Criteria; • Over-excavation, Re-compaction and Fill Placement; • Foundation Design, and • Retaining Walls, Utility Trench Backfill and Drainage (Ref. 1998 5.5-2a). 	<p>City of Indian Wells Engineering Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
GEOLOGY AND SOILS			
<p>GEO-2: An Erosion Control Plan shall be submitted for approval to the City Engineer, prior to issuance of a grading permit. The Erosion Control Plan shall outline methods that shall be implemented to control erosion from graded or cleared portions of the site. The erosion control measures may include one or more of the following:</p> <ul style="list-style-type: none"> • Placing sandbags along the perimeter of the project site prior to initial grading if grading is to be undertaken during the rainy season (October to March). • Minimizing the length of time that soils lie exposed after grading. • Landscaping, hydro seeding, or any other method of providing soil stabilization to graded areas, in a manner approved by the City of Engineer if determined to be required for erosion control in areas not planned for development until subsequent phases. Landscaping and hydro seeding should be under the direction of a licensed landscape architect and approved by the Community Development Department. (Ref. 1998-5.5-2b). 	City of Indian Wells Engineering Department	Prior to the issuance of building permits	
<p>GEO-3: Prior to issuance of a grading permit, the project applicant shall comply with the City of Indian Wells Municipal Code to control erosion. (Ref. 1998 5.5-2c).</p>	City of Indian Wells Engineering Department	Prior to the issuance of building permits	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
GEOLOGY AND SOILS			
<p>GEO-4: Due to the potential for ground shaking in a seismic event, the applicant shall comply with the standards set forth in the Uniform Building Code to assure seismic safety to the satisfaction of the Community Development Director. (Ref. 1998 5.5-3a).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	
<p>GEO-5: A structural engineer, civil engineer or architect experienced with earthquake-resistant design shall approve all building plans to determine the adequacy of seismic criteria for project structures, and to recommend appropriate design changes, if needed prior to issuance of building permits. The building plans shall incorporate design measures outlined within the Geotechnical/Soils Report prepared for the project site. (Ref. 1998 5.5-3b).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
HAZARDS AND HAZARDOUS MATERIALS			
<p>HAZ-1: If waste materials are spilled during construction by the contractor and are believed to involve hazardous waste materials, the contractor shall:</p> <ul style="list-style-type: none"> • Immediately stop work in the vicinity of the suspected contaminant, remove workers and the public from the area; • Notify the City of Indian Wells Building and Significant Safety Official; • Secure the area as directed by the City of Indian Wells Building and Safety Official, and • Notify the Director, Riverside County Environmental Health. Division (or designee) or appropriate approval authority. The Director shall follow procedures for site assessment, initiate coordination with local, State and regulatory agencies as required, and take remedial action as appropriate. (Ref. 1998 5.1-11). 	City of Indian Wells Community Development Department	Prior to the issuance of building permits	
HYDROLOGY AND WATER QUALITY			
<p>HWQ-1: Refer to mitigation measures GEO-2 and GEO-3 identified in Section 3.6 Geology and Soils. (Ref. 1998 5.3-1a).</p>	City of Indian Wells Engineering Department	Prior to the issuance of building permits	
<p>HWQ-2: Prior to grading within the CVWD Whitewater River easement area, the applicant shall obtain an encroachment permit from CVWD. (Ref. 5.3-1b).</p>	City of Indian Wells Community Development Department	Prior to the issuance of grading permits	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
HYDROLOGY AND WATER QUALITY			
<p>HWQ-3: Drainage improvements shall be required pursuant to Coachella Valley Water District and/or City of Indian Wells requirements, as appropriate. All required drainage improvements, including the retention basins, shall be designed by a California Registered Engineer and shall be submitted for approval to Coachella Valley Water District and/or City of Indian Wells as appropriate, prior to issuance of grading permits. (Ref. 1998 5.3-2a).</p>	<p>City of Indian Wells Engineering Department</p>	<p>Prior to the issuance of building permits</p>	
<p>HWQ-4: Prior to grading permit issuance, drainage hydrology and hydraulic calculations shall be prepared in accordance with City of Indian Wells' conditions, in order to ensure that post-project runoff does not exceed existing site runoff velocities. (Ref. 1998 5.3-2b).</p>	<p>City of Indian Wells Engineering Department</p>	<p>Prior to the issuance of building permits</p>	
<p>HWQ-5: In order to prevent exposed soil from erosion during periods of heavy rainfall, the project applicant shall be required to meet all erosion control measures to the satisfaction of the City of Indian Wells Building and Safety Department. (Ref. 1998 5.3-2c).</p>	<p>City of Indian Wells Building and Safety Department</p>	<p>During Construction</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
HYDROLOGY AND WATER QUALITY			
<p>HWQ-6: The project is required to meet Storm Water Management regulations. In accordance with City of Indian Wells’ conditions, prior to grading permit issuance, the project applicant shall file for a National Pollutant Discharge Elimination System (NPDES) permit with the California State Water Resources Control Board and abide by the conditions of the permit as issued. A copy of the NOI, Storm Water Pollution Prevention Plan, and Monitoring Plan shall be submitted to the Engineering Department a minimum of thirty (30) days prior to commencing grading operations. (Ref. 1998 5.3-3a).</p>	<p>City of Indian Wells Engineering Department</p>	<p>Prior to the issuance of building permits</p>	
<p>HWQ-7: The project applicant shall be required to comply with the City of Indian Wells Engineering Director requirements contained in the conditions of approval on file in the Community Development Department with respect to urban and general construction stormwater management. (Ref. 1998 5.3-3b).</p>	<p>City of Indian Wells Engineering Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
NOISE			
<p>NOI-1: Construction activities shall comply with City of Indian Wells Noise Chapter 9.06 relating to construction noise. If problems arise from construction noise, enforcement of the City's Municipal Code relating to construction-related noise discernible at residential boundaries will help minimize any potential noise impacts. Such noise is prohibited between the hours of Monday through Friday 7:00 am to 5:00 pm, Saturday 8:00 am to 5:00 p.m., and no Sundays or national holidays, unless a temporary waiver is granted by the Community Development Director. (Ref. 1998 5.6-1a).</p>	<p>City of Indian Wells Community Development Department</p>	<p>During Construction</p>	
<p>NOI-2: All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers, to the satisfaction of the Community Development Director (Ref. 1998 5.6-1b).</p>	<p>City of Indian Wells Community Development Department</p>	<p>During Construction</p>	
<p>NOI-3: Stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers, to the satisfaction of the Community Development Director. (Ref. 1998 5.6-1b).</p>	<p>City of Indian Wells Community Development Department</p>	<p>During Construction</p>	
<p>NOI-4: Stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors during construction activities, to the satisfaction of the Community Development Director. (Ref. 1998 5.6 1d).</p>	<p>City of Indian Wells Community Development Department</p>	<p>During Construction</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
NOISE			
NOI-5: Noise related to the Tennis Garden shall be regulated by Indian Wells City Council Resolution No. 2001-38 which provides for noise monitoring through the temporary use permit process to ensure that noise from events does not exceed City Noise Standards.	Not Applicable	Not Applicable	
NOI-6: Construction activities shall comply with City of Indian Wells Noise Chapter 9.06 relating to construction noise. If problems arise from construction noise, enforcement of the City's Municipal Code relating to construction-related noise discernible at residential boundaries will help minimize any potential noise impacts. Such noise is prohibited between the hours of Monday through Friday 7:00 am to 5:00 pm, Saturday 8:00 am to 5:00 p.m., and no Sundays or national holidays, unless a temporary waiver is granted by the Community Development Director. (Ref. 1998 5.6-1a).	City of Indian Wells Community Development Department	Prior to the issuance of building permits	
PUBLIC SERVICE			
PS-1: Prior to issuance of building permits, the applicant, and City of Indian Wells Police Department shall agree upon the procedures required to provide adequate police service to the project. (Ref. 1998 5.4-1).	City of Indian Wells Community Development Department	Prior to the issuance of building permits	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
PUBLIC SERVICE			
<p>PS-2: The applicant shall comply with the existing City of Indian Wells Development Impact Fees for fire protection prior to the issuance of building permits. These funds are to be used for the purchase of land and to build, equip, or remodel fire stations when necessary as development occurs. (Ref. 1998 5.4-3a).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	
<p>PS-3: The project applicant shall comply with all applicable sections of the City of Indian Wells Municipal Code for construction, access, water mains, fire flows, and fire hydrants, as required, subject to approval by the Fire Department. (Ref. 1998 5.4-3b).</p>	<p>City of Indian Wells Fire Department</p>	<p>Prior to the issuance of building permits</p>	
<p>PS-4: Prior to recordation of a final tract/parcel map (except for a conveyance map), water improvement plans shall be submitted to and approved by the Fire Department for adequate fire protection and financial security posted for the installation. The adequacy and reliability of water system design, location of valves, and the distribution of fire hydrants is to be evaluated and approved by the Fire Department. (Ref. 1998 5.4-3c).</p>	<p>City of Indian Wells Fire Department</p>	<p>Prior to the recordation of a final parcel or tract map</p>	
<p>PS-5: Prior to the issuance of building permits, a construction phasing plan shall be submitted to and approved by the Fire Department. The purpose of this review is to evaluate the adequacy of emergency vehicle access for the type of land use served. (REF.5.4-3d).</p>	<p>City of Indian Wells Fire Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
PUBLIC SERVICE			
PS-6: Prior to the issuance of any certificates of use and occupancy, all fire hydrants shall have a "Blue Reflective Pavement Marker" indicating its location per Fire Department Standards. (Ref. 1998 5.4-3e).	City of Indian Wells Fire Department	Prior to the issuance of building permits	
PS-7: Prior to final building inspection, the applicant shall satisfy all Fire Department requirements regarding sprinkler systems, fire lanes and extinguishers. (Ref. 5.4-3f).	City of Indian Wells Fire Department	Prior to the issuance of Certificate of Occupancy	
PS-8: The Proposed Project shall be in compliance with the City requirements and Fire Department requirements regarding hazardous materials as contained in the conditions of approval on file in the Community Development Department. (Ref. 5.3 3g).	City of Indian Wells Fire Department	Prior to the issuance of building permits	
PS-9: The applicant shall pay the prevailing school assessment mitigation fees pursuant to California State Law, prior to issuance of building permits. (Ref. 1998 5.4-21).	City of Indian Wells Community Development Department/Desert Sands Unified School District	Prior to the issuance of building permits	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
TRAFFIC AND TRANSPORTATION			
<p>TT-1: Prior to the issuance of building permits, the developer shall pay the TUMF to fund its fair share contributions for the following improvements.</p> <ul style="list-style-type: none"> • Washington St. at Fred Waring: add a westbound right turn lane on Fred Waring Dr., an additional southbound right turn lane on Fred Waring Dr., an additional southbound through lane on Washington Street, and an additional eastbound through lane of Fred Waring Dr.. (With regard to the eastbound through lane, the City of Indian Wells is currently completing a street improvement project for Fred Waring Dr. that will be adding an eastbound through lane). • Washington St. at Miles Avenue: Add an additional southbound left turn lane on Washington Street and a westbound right turn lane on Miles Avenue. • Washington St. at Hwy. 111: Add a southbound right turn lane on Washington. • Washington St. at Avenue 48: Add a northbound right turn lane on Washington Street. • Adams St. at Hwy. 111: Add an additional westbound left turn lane and an additional eastbound left turn lane on Highway 111. 	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
TRAFFIC AND TRANSPORTATION			
<p>TT-2: A Construction Traffic Management Plan (TMP) shall be prepared and implemented to the satisfaction of the Community Development Director and Public Works Director. The TMP shall include, but not be limited to, the following measures:</p> <ul style="list-style-type: none"> • Provision of continued access to residential properties adjacent to the construction site. • Provide alternate bicycle routes where existing bicycle routes are disrupted by construction activities. • Submit a truck routing plan, for approval by the City of Indian Wells and other responsible public agencies in order to minimize impacts from truck traffic during material delivery and disposal. • The TMP will demonstrate that all inbound vehicle stacking is accommodated on-site with no spill-over onto Miles Avenue, and that outbound traffic peaks can be moderated to such an extent that the Level of Service (LOS) does not deteriorate below LOS "E" for more than 30 consecutive minutes per day. (Ref. 1998 5.2-1a). 	<p>City of Indian Wells Engineering Department</p>	<p>Prior to the issuance of building permits</p>	
<p>TT-3: Construction related activities will be subject to, and comply with, standard street use requirements imposed by the City of Indian Wells and other public agencies, including the use of flag men to assist with haul truck ingress and egress of construction areas and limiting of large size vehicles to off-peak commute traffic periods. (Ref. 1998 5.2-1b).</p>	<p>City of Indian Wells Community Development Department</p>	<p>During Construction</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
TRAFFIC AND TRANSPORTATION			
<p>TT-4: During periods of heavy equipment access or truck hauling, the project contractor will provide construction traffic signage and a construction traffic flag man to control construction and general project traffic at points of ingress and egress. (Ref. 1998 5.2-1c).</p>	<p>City of Indian Wells Community Development Department</p>	<p>During Construction</p>	
<p>TT-5: Existing Plus Phase 1 Project Conditions assume improvement of the currently deficient Fred Waring Drive/Washington Street intersection to LOS D operation through the addition of two southbound through lanes on Washington Street and none northbound through lane on Washington Street. As such, the project applicant shall pay a fair share of the costs of the Fred Waring drive/Washington Street intersection improvements through the payment of TUMF traffic impact mitigation fees for Existing Plus Phase 1 Project Conditions.</p> <ul style="list-style-type: none"> • Fred Waring Drive/Washington Street – fair share payment of TUMF traffic mitigation fees for the addition of two southbound through lanes on Washington Street and none northbound through lane on Washington Street due to existing deficient condition, (Ref. 1998 5.2-2a). 	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
TRAFFIC AND TRANSPORTATION			
<p>TT-6: Existing Plus Phase 1 Project Plus Cumulative Conditions assume improvement of the currently deficient Fred Waring Drive/Washington Street intersection to LOS D operation. Despite the implementation of the improvements required for the existing deficiency at the Fred Waring Drive/Washington Street intersection, additional mitigation is required for Existing Plus Phase 1 Project Plus Cumulative Conditions. As such, the project applicant shall pay a fair share of the costs of the following improvements at the Fred Waring/Washington Street intersection through payment of TUMF traffic impact mitigation fees for Existing Plus Project Plus Phase 1 project Plus Cumulative Conditions.</p> <ul style="list-style-type: none"> • Fred Waring Drive/Washington Street – fair share payment of TUMF traffic mitigation fees for an addition north bound left turn lane on Washington Street, an addition southbound left turn lane on Washington Street, and an additional northbound through lane on Washington Street for Existing Plus Phase 1 Project Plus Cumulative Condition. (Ref. 1998 5.2-2b). 	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
TRAFFIC AND TRANSPORTATION			
<p>TT-7: The Highway 111/Cook Street intersection is forecast to operate deficiently with the addition of project and cumulative traffic growth for Existing Plus Phase 1 Project Plus Cumulative Conditions. As such, the project applicant shall pay a fair share of the costs of the Highway 111/Cook Street intersection improvement through the payment of TUMF traffic impact mitigation fees for Existing Plus Phase 1 Project Plus Cumulative Conditions.</p> <ul style="list-style-type: none"> Highway 111/Cook Street – fair share payment of TUMF traffic mitigation fees for the addition of an eastbound right turn lane on Highway 111 at Cook Street due Existing Plus Phase 1 Project Plus Cumulative Conditions. (Ref. 1998 5-2.2c). 	City of Indian Wells Community Development Department	Prior to the issuance of building permits	
<p>TT-8: Existing Plus Phase 1 Project Annual tennis Event Conditions; “Special Event” coordination between the project applicant and the affected agencies is recommended, including the use of temporary signage, flagmen, and shuttle systems. (Ref. 1998 5.2 2d).</p>	Not Applicable	Not Applicable	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
TRAFFIC AND TRANSPORTATION			
<p>TT-9: Existing Plus Project Buildout Conditions assume improvement of the Fred Waring Drive/Washington Street intersection and Highway 111/Cook Street intersection for Existing Conditions and Existing Plus Phase 1 Plus Cumulative Conditions as discussed above. The Miles Avenue/Highway 111 intersection is forecast to operate deficiently for existing Plus Project Buildout Conditions. As such, the project applicant shall pay a fair share of the costs of the Miles Avenue/Washington Street intersection improvement through payment of TUMF traffic impact mitigation fees for Existing Plus project Buildout Conditions.</p> <ul style="list-style-type: none"> Miles Avenue/Washington Street – fair share payment of TUMF traffic mitigation fees for the addition of a southbound through lane and southbound right turn lane on Washington Street at Miles Avenue at Washington Street, for existing plus project buildout conditions. (Ref. 1998 5.2-3a). 		<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
TRAFFIC AND TRANSPORTATION			
<p>TT-10: Existing Plus Project Buildout Plus Cumulative Conditions assume improvements of the Fred Waring drive/Washington Street intersection recommended for Existing Conditions and for Existing Plus Phase 1 Plus Cumulative Conditions as discussed in TT-9 above. Existing Plus project Buildout Plus Cumulative Conditions result in a forecast deficiency at the Highway 111/Cook Street intersection. As such, the project applicant shall pay a fair share of the costs of the Highway 111/Cook Street intersection improvement through payment of TUMF traffic impact mitigation fees for Existing Plus Project Buildout Plus Cumulative Conditions:</p> <ul style="list-style-type: none"> Highway 111/Cook Street – fair share payment of TUMF traffic mitigation fees for conversion of the eastbound right turn lane added on Highway 111 at Cook Street for existing plus phase 1 project plus cumulative conditions to an eastbound through lane. Additionally, fair share payment of TUMF traffic mitigation fees for an additional northbound left turn lane on Cook Street, an additional southbound left turn lane on Cook Street, an additional eastbound left turn lane on Highway 111, an additional westbound left turn lane on Highway 111, an additional eastbound through lane on Highway 111, and an additional westbound through lane on Highway 111. (Ref. 1998 5.2-3b). 	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
TRAFFIC AND TRANSPORTATION			
<p>TT-11: The 42nd Avenue/Highway 111 intersection is forecast to operate deficiently for Existing Plus Project Buildout Plus Cumulative Conditions. The project applicant shall pay a fair share of the costs of an additional southbound left run lane on Washington Street at 42nd Avenue, and restriping of northbound Washington Street at 42nd Avenue to one northbound left turn lane and two northbound through lanes, through payment of TUMF traffic impact mitigation fees for Existing Plus project buildout Plus Cumulative Conditions:</p> <ul style="list-style-type: none"> • 42nd Avenue/Washington Street – fair share payment of TYMF traffic mitigation fees for the additional southbound left turn lane on Washington Street at 42nd Avenue, and restriping of northbound Washington Street at 42nd Avenue, and restriping of northbound Washington Street at 42nd Avenue to one left turn lane and two through lanes, for existing plus project buildout plus cumulative conditions. (Ref. 1998 5.2-3c). 	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
TRAFFIC AND TRANSPORTATION			
<p>TT-12: The Miles Avenue/Jefferson Street intersection is forecast to operate deficiently for Existing Plus Project Buildout Plus Cumulative Conditions. The project applicant shall pay a fair share of the costs of an additional northbound left turn lane on Jefferson Street at Miles Avenue, and re-striping of southbound Jefferson Street at Miles Avenue to one southbound left run lane and one southbound through/right turn lane, through payment of TUMF traffic impact mitigation fees for Existing Plus project Buildout Plus Cumulative Conditions:</p> <ul style="list-style-type: none"> • Miles Avenue/Jefferson Street – fair share payment of TUMF mitigation fees for the additional northbound left turn lane on Jefferson Street at Miles Avenue, and restriping of southbound Jefferson Street at Miles Avenue to one left turn lane and one through/right turn lane, for existing plus project buildout plus cumulative conditions. (REF. 1998 5.2-3d). 	City of Indian Wells Community Development Department	Prior to the issuance of building permits	
<p>TT-13: Existing Plus Project Buildout Annual Tennis Event Conditions: Refer to Mitigation Measure No. TT-8. (Ref. 1998 5.2-4).</p>	Not Applicable	Not Applicable	
<p>TT-14: Existing Plus Project Buildout Annual Tennis Event Plus Cumulative Conditions: Refer to Mitigation Measure No. TT-7 (Ref. 1998 5.2-2d).</p>	City of Indian Wells Community Development Department	Prior to the issuance of building permits	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
UTILITIES			
<p>UTL-1: All final development plans shall be conditioned to require that all services and facilities shall be built in accordance with applicable Imperial Irrigation District (IID) and/or Southern California Edison (SCE) policies and extension rules on file with the California Public Utilities Commission. (Ref. 19987 5.4-6a).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	
<p>UTL-2: All building plans shall comply with the Energy Conservation Standards set forth in Title 24 of the California Administrative Code and local building and safety codes. (Ref. 1998 5.4-6b).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	
<p>UTL-3: The developer shall consult with IID and SCE regarding participation in programs designed to increase the efficiency of operation and decrease energy costs. These programs may include new construction programs and off-peak cooling/thermal storage. Design criteria shall include the utilization of energy-efficient architectural and landscaping design concepts that would contribute to a reduction in the demand for energy. These concepts may include natural heating and/or cooling through sun and wind exposure and solar energy collection systems. (Ref. 1998 5.4-6c).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	
<p>UTL-4: Water system design and all public water mains, meters, and appurtenances shall be installed and constructed in compliance with the applicable standards, specifications, policies, and regulations of the CVWD and a construction phasing plan shall be approved, prior to project final or occupancy permits. (Ref. 1998 5.412a).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of Certificate of Occupancy</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
UTILITIES			
<p>UTL-5: All water mains shall be sized to convey peak hour demands or maximum day demands with fire flows, prior to occupancy permits. All public streets and easements must be capable of containing and conveying the design fire flow capacity, as determined by the Fire Department. (Ref. 1998 5.4-12b).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of Certificate of Occupancy</p>	
<p>UTL-6: Prior to building permit issuance, signed plans from the Coachella Valley Water District shall be provided to the Community Development Director verifying compliance with the conditions as follows: water and sewer utility clearance, and low water efficient landscaping and irrigation. (Ref. 1998 5.4-12c).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
UTILITIES			
<p>UTL-7: Prior to the issuance of building permits, the applicant shall demonstrate use of low water use fixtures, plumbing fixtures and appliances, to the satisfaction of the Community Development Director and CVWD, which may include the following:</p> <p>Interior:</p> <ul style="list-style-type: none"> • Supply line pressure: Reduce water pressure greater than 60 psi to 60 psi or less by means of a pressure-reducing valve. • Drinking fountains: Equip drinking fountains with self-closing valves. • Ultra-low flush toilets: Install 1.6 gallon per flush toilets in all new construction. <p>Exterior:</p> <ul style="list-style-type: none"> • Landscape with low water-consuming plants wherever feasible. • Minimize use of lawn by limiting it to lawn-dependent uses. • Group plants of similar water use to reduce over irrigation of low-water-using plants. • Use mulch extensively in all landscaped areas. Mulch applied on top of soil would improve the water-holding capacity of the soil by reducing evaporation and soil compaction. • Install efficient irrigation systems which minimize runoff and evaporation, and maximize the water which would reach the plant roots. Drip irrigation, soil moisture sensors, and automatic 	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

<p>irrigation systems are a few methods to consider in increasing irrigation efficiency and may be feasible for the project.</p> <ul style="list-style-type: none"> • Use pervious paving material whenever feasible to reduce surface water runoff. • Investigate the feasibility of utilizing reclaimed wastewater, stored rain water, or gray water for irrigation. (Ref. 1998 5.4-12d). 			
<p>UTL-8: The project, applicant shall comply with the CVWD requirements for water service. (Ref. 1998 5.4-12e).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	
<p>UTL-9: The applicant shall submit a construction phasing plan for review and approval by the Community Development Department prior to final design plan approval. (Ref. 1998 5.4-14a).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	
<p>UTL-10: Prior to map recordation the applicant shall comply with City of Indian Wells Municipal Code Chapter 14.04 (Sewage System) and CVWD requirements as contained within the conditions of approval on file in the Community Development Director for sewer service. (Ref. 1998 5.4-14b).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the recordation of a final parcel/tract map</p>	
<p>UTL-11: Prior to issuance of occupancy permits, the project applicant shall provide the Community Development Director with evidence of compliance with guidelines set forth by the State of California accordance with the California Integrated Waste Management Act of 1989 (AS 939), which requires jurisdictions to divert 50 percent of solid waste from landfills. This shall include consideration for offering marketable materials, such as concrete, asphalt and steel, to recyclables. (Ref. 1998 5.4-16a).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	

MITIGATION MEASURE	RESPONSIBLE PARTY	TIMING OF IMPLEMENTATION	VERIFICATION
UTILITIES			
<p>UTL-12: Prior to issuance of building permits, the applicant shall submit 3 copies of a site plan, which includes the final design for the recyclable collection and storage area to Community Development Director review and approval. The storage area for recyclable materials shall comply with the following standards:</p> <ul style="list-style-type: none"> • The design, construction and location of recycling areas shall not conflict with any applicable federal, state or local laws relating to fire, building access, transportation, circulation or safety and shall be designed to be architecturally compatible with affected structures and existing topography; • The recycling storage areas shall be conveniently located at or near solid waste collection areas, where feasible, but maintain adequate separation, fencing and landscaping to ensure that adjacent areas are not impacted by any associated noise, odor, vectors or glare for the storage areas; • The recycling storage areas, bins and containers shall be adequate in capacity number and distribution to achieve fifty-percent recycling of the total waste generated by the. project; • The recycling storage areas shall be sufficiently protected from rain which might render the collected materials unmarketable and shall be secure from theft; • Collection vehicles and personnel shall have unobstructed access to the storage area, and 	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of certificate of occupancy</p>	

<ul style="list-style-type: none"> All recycling bins shall be labeled with the universal recycling symbol and with signage indicating to the users the type of material to be deposited in each bin. (Ref. 1998 5.4-16c). 			
<p>UTL -13: Items to be collected for recycling from a residential or commercial establishment depend on the types of materials available for recycling and the hauler’s collection system. The project applicant should work with his permitted refuse hauler to identify which materials may be collected for recycling and on what schedule. (Ref. 1998 5.4-16c).</p>	<p>City of Indian Wells Community Development Department</p>	<p>Prior to the issuance of building permits</p>	



4/21/2016

File #: 1398-16 Item #: A.

Successor Agency to RDA

Staff Report - Finance

Authorize Issuance of Series 2016 Refunding Bonds for Certain Outstanding Bonds of the Dissolved Redevelopment Agency of the City of Indian Wells

RECOMMENDED ACTION:

Successor Agency **APPROVES** the execution and delivery of an indenture of trust relating thereto, and other documents; and

REQUESTS Oversight Board approval of the issuance of the Refunding Bonds, authorizing sale of bonds, approving the Preliminary Bond Official Statement and providing other matters properly relating thereto; and

ADOPTS Resolution authorizing the Issuance of Series 2016 Refunding Bonds in order to refund certain outstanding bonds of the dissolved Redevelopment Agency of the City of Indian Wells.

DISCUSSION:

Background

The Successor Agency is refunding \$44,330,000 in remaining Series 2006 A bonds to achieve debt service savings to benefit both the Successor Agency and applicable taxing entities. Under current bond market conditions, the net present value savings from the refinancing are approximately \$4.0 million or 9.3% of Bonds refunded. Final Net Present Value Savings (after all costs) will depend on bond market conditions in July of 2016. The interest rate on the outstanding bonds is 4.52%. The expected true interest rate, including underwriting costs, of the refunding bonds is 3.41%

Analysis

The attached resolution approves the execution and delivery of following documents:

First Supplemental Indenture of Trust: Key legal document that describes the pledge of tax

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increment revenues and lays out the legal structure and terms of the Successor Agency's Refunding Bonds. It specifies payment dates, interest rates, maturity dates of the Refunding Bonds; revenues and accounts specifically pledged to the repayment of the Refunding Bonds; flow of funds, default and remedy provisions; defeasance provisions in the event the Refunding Bonds are prepaid; provisions relating to the issuance of additional debt and covenants of the Successor Agency. The Bond Indenture is drafted by Bond Counsel and executed by the Successor Agency and the Trustee.

Bond Purchase Agreement: The Bond Purchase Agreement describes the underwriter's terms and conditions for the purchase of the Successor Agency Bonds.

Irrevocable Refunding Instructions: The Irrevocable Refunding Instructions describe the term and conditions under which bond proceeds will be held until the owners of the Series 2006 Bonds are paid.

The Preliminary Official Statement (POS): This document describes the security and discloses potential risks to prospective investors. The POS generally describes the sources of payment for the bonds, the nature of the projects, the Project Area, economic and demographic characteristics of the City and Project Area and inherent known risk factors associated with the security.

Once the Successor Agency approves these documents, they will be submitted to the Oversight Board and State Department of Finance for approval. The State Department of Finance will approve the refinancing in July following a 65-day review period.

The POS is distributed to the underwriter and prospective investors prior to the bond sale so that they can make informed purchase decisions. The Final Official Statement (FOS) will be prepared shortly after the bond sale and must be available in time for bond closing.

FISCAL IMPACT:

The net present value savings from the refinancing is approximately \$4.0 million and will depend upon bond market conditions in July 2016. Federal Reserve Policy and the performance of the economy between now and then will likely determine the ultimate level of savings. Interest rates may be higher, lower, or unchanged. If savings are insufficient, no Refunding Bonds will be sold.

Bond Refunding Plan

Date	Series 2006 Bond DS	Refunding Debt Service	Savings	Present Value to 06/03/2016 @ 1.90%
9/1/2016	\$1,952,309	\$1,952,309	\$0	
9/1/2017	2,956,819	2,651,750	305,068	295,646
9/1/2018	2,322,619	2,016,950	305,669	287,255
9/1/2019	2,327,219	2,023,350	303,869	277,003
9/1/2020	2,326,019	2,023,150	302,869	267,819
9/1/2021	2,324,219	2,022,750	301,469	258,591
9/1/2022	2,326,819	2,025,750	301,069	250,513
9/1/2023	3,163,050	2,858,250	304,800	246,017
9/1/2024	3,164,013	2,858,750	305,263	239,046
9/1/2025	3,161,000	2,856,750	304,250	231,143
9/1/2026	3,160,650	2,857,250	303,400	223,619
9/1/2027	3,162,750	2,860,000	302,750	216,482
9/1/2028	5,817,088	5,514,750	302,338	209,738
9/1/2029	5,810,494	5,508,750	301,744	203,158
9/1/2030	5,816,025	5,513,250	302,775	197,854
9/1/2031	5,812,000	5,507,250	304,750	193,264
9/1/2032	5,818,750	5,515,750	303,000	186,486
9/1/2033	5,810,375	5,507,500	302,875	180,918
9/1/2034	5,818,863	5,517,750	301,113	174,516
	\$ 73,051,078	\$ 67,592,009	\$ 5,459,068	\$ 4,139,069

PV Savings of Bonds	\$ 4,139,069
Excess Bond Proceeds	\$ 4,327
Net Present Value Savings	\$ 4,143,396

Assumes True Interest Cost on 2016 Refunding Bonds at 3.26%

Allocation of Savings

The County Auditor will allocate reductions in annual debt service to the appropriate taxing entities as part of the DOF's recognized obligation payment schedule process.

The primary beneficiaries, depending on the year and tax rate area are:

Desert Sands Unified School District 38%

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Coachella Valley Water District	6%
County of Riverside	36%
County Schools	4%
College of the Desert	8%
Coachella Valley Recreation & Park District	2%
Other Districts	1%

It is expected the City will receive roughly 5% of the annual savings.

Process and Timing

Staff anticipates the State Department of Finance will review and approve the refinancing 65 days after the Oversight Board acts on April 22. Assuming timely approvals, the anticipated issuance of the Refunding Bonds will be in July 2016.

ATTACHMENTS:

1. Resolution
2. Second Supplemental Indenture of Trust
3. Bond Purchase Agreement
4. Irrevocable Refunding Instructions 2006 A
5. Financial Advisors Report
6. Series 2016 Preliminary Official Statement
7. Bond Savings Refunding Plan

RESOLUTION OB NO. 2016-04

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY APPROVING THE ISSUANCE OF REFUNDING BONDS, MAKING CERTAIN DETERMINATIONS WITH RESPECT TO THE REFUNDING BONDS AND PROVIDING OTHER MATTERS RELATING THERETO

WHEREAS, the Redevelopment Agency of the City of Indian Wells (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (the "Law"); and

WHEREAS, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists, and pursuant to Section 34173, the City of Indian Wells (the "City") has become the successor entity to the Former Agency (the "Successor Agency"); and

WHEREAS, pursuant to Section 34179, the Oversight Board has been established for the Successor Agency; and

WHEREAS, the Oversight Board is informed by the Successor Agency that prior to the dissolution of the Former Agency, the Former Agency issued its Consolidated Whitewater Project Area Tax Allocation Bonds, Series 2006A (the "Prior Bonds"), in the initial aggregate principal amount of \$67,805,000; and

WHEREAS, the Oversight Board is informed by the Successor Agency that \$45,275,000 aggregate principal amount of the Prior Bonds remain outstanding; and

WHEREAS, Section 34177.5 authorizes the Successor Agency to issue refunding bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law") for the purpose of achieving debt service savings within the parameters set forth in Section 34177.5(a)(1) (the "Savings Parameters"); and

WHEREAS, to determine compliance with the Savings Parameters for purposes of the issuance by the Successor Agency of the Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A (the "Refunding Bonds"), the Successor Agency has caused its financial advisor, C.M. de Crinis & Co., Inc. (the "Financial Advisor"), to prepare an analysis of the potential savings that will accrue to the Successor Agency and to applicable taxing entities as a result of the use of the proceeds of the Refunding Bonds to refund the Prior Bonds (the "Debt Service Savings Analysis"); and

WHEREAS, the Successor Agency by its resolution adopted April 21, 2016 (the "Successor Agency Resolution") approved the issuance of the Refunding Bonds pursuant to Section 34177.5(a)(1), Section 34177.5(f) and Section 34180; and

WHEREAS, in the Successor Agency Resolution, the Successor Agency approved the issuance of the Refunding Bonds and authorized the execution and delivery of the Second Supplemental Indenture of Trust, expected to be dated as of July 1, 2016, by and between the Successor Agency and MUFG Union Bank, N.A., as trustee, providing for the issuance of the Refunding Bonds (the "Second Supplemental Indenture"); and

WHEREAS, in the Successor Agency Resolution, the Successor Agency also requested that the Oversight Board approve the issuance of the Refunding Bonds pursuant to the Successor Agency Resolution and the Second Supplemental Indenture and that the Oversight Board make certain determinations described below on which the Successor Agency will rely in undertaking the refunding proceedings and the issuance of the Refunding Bonds; and

WHEREAS, the Successor Agency has determined to sell the Refunding Bonds to Citigroup Global Markets Inc. (the "Underwriter") pursuant to the terms of a Bond Purchase Agreement (the "Purchase Agreement") between the Successor Agency and the Underwriter; and

WHEREAS, the Successor Agency has, with the assistance of its disclosure counsel, the Financial Advisor and its fiscal consultant, caused to be prepared a form of Official Statement describing the Refunding Bonds and containing material information relating to the Refunding Bonds, the Successor Agency and the Former Agency, the preliminary form of which, and the distribution of which by the Underwriter to persons and institutions interested in purchasing the Refunding Bonds, has been approved by the Successor Agency in the Successor Agency Resolution; and

WHEREAS, the Oversight Board has completed its review of the refunding proceedings and the Debt Service Savings Analysis and wishes at this time to give its approval to the foregoing.

NOW THEREFORE, THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. Determination of Savings. The Oversight Board has **DETERMINED** that there are significant potential savings available to the Successor Agency and to applicable taxing entities in compliance with and within the Savings Parameters by the issuance by the Successor Agency of the Refunding Bonds to refund

and defease the Prior Bonds, all as evidenced by the Debt Service Savings Analysis on file with the Secretary of the Oversight Board, which Debt Service Savings Analysis is hereby approved.

SECTION 3. Approval of Issuance of the Bonds. As authorized by Section 34177.5(f) and Section 34180, the Oversight Board hereby **APPROVES** the issuance by the Successor Agency of the Refunding Bonds pursuant to Section 34177.5(a)(1) and under other applicable provisions of the Law and the Refunding Law and as provided in the Successor Agency Resolution and the Second Supplemental Indenture in the aggregate principal amount of not to exceed \$50,000,000, provided that the principal and interest payable with respect to the Refunding Bonds complies in all respects with the requirements of the Savings Parameters, as shall be certified to by the Financial Advisor upon delivery of the Refunding Bonds or any part thereof. The Oversight Board further **APPROVES** the issuance of the Refunding Bonds in one or more series on a tax-exempt and/or taxable basis provided the conditions set forth in the immediately preceding sentence are met.

SECTION 4. Sale and Delivery of Refunding Bonds in Whole or in Part. The Oversight Board hereby **APPROVES** the sale and delivery of the Refunding Bonds in whole, provided that there is compliance with the Savings Parameters. However, if such Savings Parameters cannot be met with respect to the whole of the Refunding Bonds, then the Oversight Board approves the sale and delivery of the Refunding Bonds from time to time in part. In the event the Refunding Bonds are initially sold in part, the Successor Agency is hereby authorized to sell and deliver additional parts of the Refunding Bonds without the prior approval of the Oversight Board provided that in each such instance the Refunding Bonds so sold and delivered in part are in compliance with the Savings Parameters.

SECTION 5. Determinations by the Oversight Board. As requested by the Successor Agency, the Oversight Board makes the following **DETERMINATIONS** upon which the Successor Agency shall rely in undertaking the refunding proceedings and the issuance of the Refunding Bonds:

(a) The Successor Agency is authorized, as provided in Section 34177.5(f), to recover its costs related to the issuance of the Refunding Bonds from the proceeds of the Refunding Bonds, including the cost of reimbursing the City for administrative staff time spent with respect to the authorization, issuance, sale and delivery of the Refunding Bonds;

(b) The application of proceeds of the Refunding Bonds by the Successor Agency to the refunding and defeasance of the Prior Bonds, as well as the payment by the Successor Agency of costs of issuance of the Refunding Bonds, as provided in Section 34177.5(a), shall be implemented by the Successor Agency promptly upon sale and delivery of the Refunding Bonds, notwithstanding Section 34177.3 or any other provision of law to the contrary, without the approval of the Oversight

Board, the California Department of Finance, the Riverside County Auditor-Controller or any other person or entity other than the Successor Agency; and

(c) The Successor Agency shall be entitled to receive its full Administrative Cost Allowance under Section 34181(a)(3) without any deductions with respect to continuing costs related to the Refunding Bonds, such as trustee's fees, auditing and fiscal consultant fees and continuing disclosure and rating agency costs (collectively, "Continuing Costs of Issuance"), and such Continuing Costs of Issuance shall be payable from property tax revenues pursuant to Section 34183. In addition and as provided by Section 34177.5(f), if the Successor Agency is unable to complete the issuance of the Refunding Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the refunding proceedings from such property tax revenues pursuant to Section 34183 without reduction in its Administrative Cost Allowance.

SECTION 6. Effective Date. Pursuant to Health and Safety Code Section 34177(f) and Section 34179(h), this Resolution shall be effective five (5) business days after proper notification hereof is given to the Department of Finance unless the Department of Finance requests a review of the actions taken in this Resolution, in which case this Resolution will be effective upon approval by the Department.

PASSED AND ADOPTED by the Oversight Board for the Successor Agency to the Indian Wells Redevelopment Agency at a special meeting held on this 22nd day of April, 2016.

DANA W. REED
CHAIR

CERTIFICATION FOR RESOLUTION OB NO. 2016-04

I, Anna Grandys, Secretary of the Oversight Board of the Successor Agency to the Indian Wells Redevelopment Agency, **DO HEREBY CERTIFY** that the whole number of the members of the Oversight Board of the Successor Agency to the Indian Wells Redevelopment Agency is six (6); that the above and foregoing Resolution was duly and regularly passed and adopted at a special meeting of the Oversight Board of the Successor Agency to the Indian Wells Redevelopment Agency on the 22nd day of April, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

**ANNA GRANDYS
SECRETARY**

SECOND SUPPLEMENTAL INDENTURE OF TRUST

Dated as of July 1, 2016

by and between the

SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY

and

**MUFG UNION BANK, N.A.
as Trustee**

Relating to

**\$ _____
Successor Agency to the Indian Wells Redevelopment Agency
Consolidated Whitewater Redevelopment Project Area
Subordinated Tax Allocation Refunding Bonds, Series 2016A**

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SECOND SUPPLEMENTAL INDENTURE OF TRUST

This SECOND SUPPLEMENTAL INDENTURE OF TRUST (this “Second Supplement”), dated as of July 1, 2016, is by and between the SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California (the “Successor Agency”), as successor agency to the Redevelopment Agency of the City of Indian Wells (the “Former Agency”), and MUFG UNION BANK, N.A., a national banking association organized and existing under the laws of the United States of America, as trustee under the hereinafter defined Series 2014 Indenture (the “Trustee”);

WITNESSETH:

WHEREAS, Section 34177.5 of the Dissolution Act (as such term is defined in the Series 2014 Indenture) authorizes the Successor Agency to issue bonds pursuant to the Refunding Law (as such term is defined in the Series 2014 Indenture) for the purpose of refunding outstanding tax allocation bonds and achieving debt service savings within the parameters set forth in said Section 34177.5(a); and

WHEREAS, in accordance with Section 34177.5 of the Dissolution Act and the Refunding Law, the Successor Agency has heretofore issued its Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2014A, in the initial principal amount of \$6,505,000 (the “Series 2014A Bonds”) and its Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Taxable Tax Allocation Refunding Bonds, Series 2014A-T, in the initial principal amount of \$27,480,000 (the “Taxable Series 2014A-T Bonds” and, together with the Series 2014A Bonds, the “Series 2014 Bonds”) pursuant to an Indenture of Trust dated as of May 1, 2014 (the “Series 2014 Indenture”) between the successor Agency and the Trustee, in order to refund the Series 2003 Bonds (as defined in the Series 2014 Indenture) of the Former Agency; and

WHEREAS, the Series 2014 Indenture permits the issuance of Parity Debt (within the meaning of the Series 2014 Indenture) payable from Pledged Tax Revenues (as defined in the Series 2014 Indenture) on a parity with the Series 2014 Bonds, subject to certain terms and conditions; and

WHEREAS, in accordance with the Dissolution Act and the Refunding Law, the Successor Agency has also heretofore issued, on a parity with the Series 2014 Bonds, its Successor Agency’s Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2015A, in the initial principal amount of \$20,575,000 (the “Series 2015A Bonds”), pursuant to the Series 2014 Indenture and a First Supplemental Indenture of Trust dated as of August 1, 2015 (the “First Supplement”) between the Successor Agency and the Trustee, in order to refund all of the Series 2005 Bonds and a portion of the Series 2006 Bonds (as defined in the First Supplement); and

WHEREAS, the Successor Agency has determined that it will achieve debt service savings within the parameters of Section 34177.5(a) of the Dissolution Act by the issuance pursuant to the Redevelopment Law (as defined in the Series 2014 Indenture), the Dissolution Act and the Refunding Law of its \$_____ aggregate principal amount of Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A (the “Series 2016A Bonds”)

in order to refund, on a current basis, all of the Former Agency's outstanding Consolidated Whitewater Project Area Tax Allocation Refunding Bonds, Series 2006A, initially issued in the aggregate principal amount of \$67,805,000 (the "Series 2006A Bonds"); and

WHEREAS, the Series 2016A Bonds are being issued as Parity Debt and, to that end, this Second Supplement is entered into pursuant to and in accordance with the provisions of and conditions applicable to the issuance of the Series 2016A Bonds as Parity Debt under the Series 2014 Indenture, and for the purposes of supplementing and amending the Series 2014 Indenture as necessary in connection with the issuance of the Series 2016A Bonds; and

WHEREAS, the Successor Agency has certified that all acts and proceedings required by law necessary to make the Series 2016A Bonds, when executed by the Successor Agency, authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal special obligations of the Successor Agency, and to constitute this Second Supplement a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of the Second Supplement have been in all respects duly authorized.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE XVI

ADDITIONAL DEFINITIONS RELATING TO THE SERIES 2016A BONDS

Section 16.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 16.01 shall, for all purposes of this Second Supplement, have the respective meanings specified in this Section 16.01. All terms defined in Section 1.01 of the Series 2014 Indenture and Section 10.01 of the First Supplement and not otherwise defined in this Section 16.01 shall, when used in this Second Supplement, have the respective meanings given to such terms in said Section.

“Closing Date” means, with respect to the Series 2016A Bonds, the date on which the Series 2016A Bonds are delivered to Citigroup Global Markets Inc., as the original purchaser thereof.

“Continuing Disclosure Certificate” means, with respect to the Series 2016A Bonds, that certain Continuing Disclosure Certificate relating to the Series 2016A Bonds executed by the Successor Agency and dated the date of issuance and delivery of the Series 2016A Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“First Supplement” means the First Supplemental Indenture of Trust, dated as of August 1, 2015, by and between the Successor Agency and the Trustee, as the same may be supplemented and amended from time to time in accordance with the terms of the Series 2014 Indenture.

“Indenture” means, collectively, the Series 2014 Indenture, the First Supplement and this Second Supplement, as the same may be further supplemented and amended from time to time in accordance with the terms of the Series 2014 Indenture.

“Registration Books” means the records maintained by the Trustee pursuant to Section 17.02 for the registration and transfer of ownership of the Series 2016A Bonds.

“Second Supplement” means this Second Supplemental Indenture of Trust, dated as of July 1, 2016, by and between the Successor Agency and the Trustee, as the same may be supplemented and amended from time to time in accordance with the terms of the Series 2014 Indenture.

“Series 2006A Account” means the account by that name within the Refunding Fund established and held by the Trustee pursuant to Section 18.03.

“Series 2006A Bonds” means the Former Agency's Consolidated Whitewater Project Area Tax Allocation Bonds, Series 2006A, initially issued in the principal amount of \$67,805,000.

“Series 2006A Refunding Instructions” means those Irrevocable Refunding Instructions dated the Closing Date with respect to the Series 2016 Bonds and relating to the defeasance and refunding of the Series 2006A Bonds, executed by the Successor Agency and delivered to MUFG Union Bank, N.A, as Fiscal Agent.

“Series 2016A Bonds” means the Successor Agency’s Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A initially issued in the principal amount of \$_____.

“Series 2016A Bonds Insurance Policy” means the [municipal bond insurance policy] issued by the Series 2016A Insurer guaranteeing the scheduled payment of the principal of and interest on the Series 2016A Bonds when due as provided in this Second Supplement.

“Series 2016A Costs of Issuance Fund” means the fund by that name established and held by the Trustee pursuant to Section 18.02.

“Series 2016A Insurer” means _____, a New York stock insurance company, or any successor thereto or assignee thereof, as the issuer of the Series 2016A Bonds Insurance Policy and the Series 2016A Surety Bond.

“Series 2016A Refunding Fund” means the Series 2016A Refunding Fund established and held by the Trustee pursuant to Section 18.03.

“Series 2016A Resolution” means Resolution No. 2016-0_ adopted by the Successor Agency on April __, 2016.

“Series 2016A Subaccount” means the subaccount by that name within the Reserve Account established and held by the Trustee pursuant to Section 18.04.

“Series 2016A Surety Bond” means the [municipal bond debt service reserve insurance policy] in the amount of \$_____.

ARTICLE XVII

AUTHORIZATION OF SERIES 2016A BONDS

Section 17.01. Authorization of Series 2016A Bonds. The Series 2016A Bonds have been authorized to be issued by the Successor Agency pursuant to the Series 2016A Resolution. The Series 2016A Bonds are being issued pursuant to the Redevelopment Law and the Refunding Law, in accordance with Section 34177.5 of the Dissolution Act, as Parity Debt in the aggregate principal amount of _____ Million _____ Hundred _____ Thousand Dollars (\$_____), under and subject to the terms of the Indenture and the Series 2016A Resolution, for the purpose of refunding all of the outstanding Series 2006A Bonds. The Indenture, including this Second Supplement, constitutes a continuing agreement with the Owners of all of the Series 2016A Bonds issued hereunder and at any time Outstanding to secure the full and final payment of principal of and premium, if any, and interest on all Series 2016A Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series 2016A Bonds shall be designated the "Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A."

Section 17.02. Terms of Series 2016A Bonds. The Series 2016A Bonds shall be dated as of the Closing Date with respect to the Series 2016A Bonds. The Series 2016A Bonds shall be issued in fully registered form without coupons in denominations of \$5,000. The Series 2016A Bonds shall be issued in Book-Entry Form as provided in Section 2.11 of the Series 2014 Indenture.

The Series 2016A Bonds shall mature on September 1 in each of the years and in the respective principal amounts, and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates per annum, as set forth in the following table:

Series 2016A Maturity Schedule

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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Interest on the Series 2016A Bonds shall be payable on each Interest Payment Date commencing [September 1, 2016/March 1, 2017], to the person whose name appears on the Registration Books maintained by the Trustee as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of

the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owner at the address of such Owner as it appears on the Registration Books as of the preceding Record Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any Owner of Series 2016A Bonds of the same series in the aggregate amount of \$1,000,000 or more who shall furnish written instructions to the Trustee before the applicable Record Date. Any such written instructions shall remain in effect until rescinded in writing by the Owner. Principal of and premium (if any) on any Series 2016A Bond shall be paid upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the Trust Office and shall be payable in lawful money of the United States of America.

Each Series 2016A Bond shall be dated as of the Closing Date with respect to the Series 2016A Bonds and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) unless it is authenticated on or before February 15, 2017, in which event it shall bear interest from the Closing Date with respect to the Series 2016A Bonds; *provided, however*, that if, as of the date of authentication of any Series 2016A Bond, interest thereon is in default, such Series 2016A Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Section 17.03. Redemption. The Series 2016A Bonds shall be subject to redemption as provided in this Section 17.03.

(a) Optional Redemption. The Series 2016A Bonds maturing on and after September 1, 202_ shall be subject to redemption prior to their maturity at the option of the Successor Agency on or after September 1, 202_, as a whole or in part on any date, from funds derived by the Successor Agency from any source and deposited with the Trustee not later than the date of redemption, at a redemption price equal to the principal amount of Series 2016A Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

The Successor Agency shall be required to give the Trustee written notice of its intention to redeem Series 2016A Bonds under this Section 17.03(a) at least sixty (60) days prior to the date to be fixed for redemption or such later date as shall be permitted by the Trustee and the Successor Agency shall deposit or cause to be deposited all amounts required for any redemption pursuant to this Section 17.03(a) at least one Business Day prior to the date fixed for such redemption.

(b) Redemption Procedures. The provisions of Section 2.03(c) through (f) of the 2014 Indenture shall apply to the redemption of the Series 2016A Bonds; provided, however, that any notice of redemption with respect to the Series 2016A Bonds pursuant to section 2.03(c) shall also be sent to the Series 2016A Insurer.

Section 17.04. Form and Execution of Series 2016A Bonds. The Series 2016A Bonds, the form of Trustee's Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by the Indenture.

The Series 2016A Bonds shall be executed as provided in Section 2.05 of the Series 2014 Indenture, and shall otherwise be subject to Sections 2.05 and through 2.11 of the Indenture.

ARTICLE XVIII

APPLICATION OF PROCEEDS OF SERIES 2016A BONDS

Section 18.01. Application of Proceeds of Sale of Series 2016A Bonds. Upon the receipt of payment for the Series 2016A Bonds on the Closing Date, the net proceeds thereof, being \$_____ (consisting of the par amount of the Series 2016A Bonds, plus an original issue premium of \$_____, less the premium for the Series 2016A Bonds Insurance Policy of \$_____, less the premium for the Series 2016A Surety Bond of \$_____, and less an underwriter's discount of \$_____) shall be paid to the Trustee and deposited as follows:

(a) The Trustee shall deposit in the Series 2016A Costs of Issuance Fund the amount of \$_____, to be applied as provided in Section 17.02 hereof.

(b) The Trustee shall deposit in the Series 2006A Refunding Fund the amount of \$_____, to be applied as provided in Section 18.03 hereof.

Additionally, on the Closing Date, the Trustee shall credit the Series 2016A Surety Bond to the Series 2016A Subaccount of the Reserve Account.

Section 18.02. Series 2016A Costs of Issuance Fund. There is hereby established a separate fund to be known as the "Series 2016A Costs of Issuance Fund," which shall be held by the Trustee in trust. The moneys in the Series 2016A Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance with respect to the Series 2016A Bonds and the costs associated with refunding the Series 2006A Bonds upon submission of a Written Request of the Successor Agency stating (a) the person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Series 2016A Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior Written Request of the Successor Agency; in each case together with a statement or invoice for each amount requested thereunder. Each such Written Request of the Successor Agency shall be sufficient evidence to the Trustee of the facts stated therein, and the Trustee shall have no duty to confirm the accuracy of such facts. On the earlier of December 31, 2016, or the date of receipt by the Trustee of a Written Request of the Successor Agency, all amounts (if any) remaining in the Series 2016A Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and be transferred to the Interest Account and used to pay interest on the Series 2016A Bonds.

Section 18.03. Refunding Fund. There is hereby created the Series 2016A Refunding Fund, which is held by the Trustee in trust for the benefit of the Successor Agency. The moneys in the Refunding Fund shall be maintained separate and apart from other moneys of the Successor Agency.

The Trustee shall transfer all moneys on deposit in the Series 2006A Refunding Fund to the Fiscal Agent for deposit and application under and pursuant to the Series 2006A Refunding Instructions. Upon making such transfer, the Series 2006A Refunding Fund shall be closed.

Section 18.04. Series 2016A Subaccount of the Reserve Account. The Trustee shall establish a separate subaccount within the Reserve Account designated as the "Series 2016A Subaccount," to which the Trustee shall credit the Series 2016A Surety Bond. The

Series 2016A Surety Bond is a Qualified Reserve Account Credit Instrument, as defined in the Series 2014 Indenture.

The Reserve Requirement with respect to the Series 2016A Bonds shall be satisfied by the delivery of the Series 2016A Surety Bond to the Trustee. The Trustee shall credit the Series 2016A Surety Bond to the Series 2016A Subaccount of the Reserve Account. The Trustee shall comply with all of the terms and provisions of the Series 2016A Surety Bond for the purpose of assuring that funds are available thereunder when required for the purposes of the Reserve Account, within the limits of the coverage amount provided by the Series 2016A Surety Bond. All amounts drawn by the Trustee under the Series 2016A Surety Bond will be deposited into the Series 2016A Subaccount of the Reserve Account and applied for the purposes of paying principal of and interest on the Series 2016A Bonds. The Successor Agency shall reimburse the Series 2016A Insurer for all draws under Series 2016A Surety Bond in accordance with the terms of Section 19.02 hereof.

**ARTICLE XIX
PROVISIONS RELATING TO THE
SERIES 2016A BONDS INSURANCE POLICY
AND THE SERIES 2016A SURETY BOND**

Section 19.01. Claims Upon the Series 2016A Bonds Insurance Policy. As long as the Series 2016A Bonds Insurance Policy shall be in full force and effect or any amounts are owed to the Series 2016A Insurer in connection therewith, and notwithstanding anything to the contrary set forth elsewhere in the Indenture, the Successor Agency and the Trustee shall comply with the following provisions:

(a) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date of the Series 2016A Bonds (the "Series 2016A Bonds Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Series 2016A Bonds due on such Payment Date, the Trustee shall give notice to the Series 2016A Insurer and to its designated agent (if any) (the "Series 2016A Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Series 2016A Bonds Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2016A Bonds due on such Series 2016A Bonds Payment Date, the Trustee shall make a claim under the Series 2016A Bonds Insurance Policy and give notice to the Series 2016A Insurer and the Series 2016A Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2016A Bonds and the amount required to pay principal of the Series 2016A Bonds, confirmed in writing to the Series 2016A Insurer and the Series 2016A Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Series 2016A Bonds Insurance Policy.

(b) The Trustee shall designate any portion of payment of principal on Series 2016A Bonds paid by the Series 2016A Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2016A Bonds registered to the then current Owner of such Series 2016A Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2016A Bond to the Series 2016A Insurer, registered in the name of the Series 2016A Insurer in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2016A Bond shall have no effect on the amount of principal or interest payable by the Successor Agency on any Series 2016A Bond or the subrogation rights of the Series 2016A Insurer.

(c) The Trustee shall keep a complete and accurate record of all funds deposited by the Series 2016A Insurer into the Series 2016A Bonds Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any 2014 Series A Bond. The Series 2016A Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(d) Upon payment of a claim under the Series 2016A Bonds Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of the Owners of the Series 2016A Bonds referred to herein as the "Series 2016A Bonds Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Series 2016A Bonds Insurance Policy in trust on behalf of the Owners of the Series 2016A Bonds and shall deposit any such amount in the Series 2016A Bonds Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to the Owners of the Series 2016A Bonds in the same manner as principal and interest payments are to be made with respect to the Series 2016A Bonds under the sections of the Indenture regarding payment of Series 2016A Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Successor Agency agrees to pay to the Series 2016A Insurer (i) a sum equal to the total of all amounts paid by the Series 2016A Insurer under the Series 2016A Bonds Insurance Policy (the "Series 2016A Bond Insurer Advances"); and (ii) interest on such Series 2016A Bond Insurer Advances from the date paid by the Series 2016A Insurer until payment thereof in full, payable to the Series 2016A Insurer at the Late Payment Rate per annum (collectively, the "Series 2016A Bond Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2016A Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Successor Agency hereby covenants and agrees that the Series 2016A Bond Insurer Reimbursement Amounts shall be secured by a valid lien on all revenues and other collateral pledged as security for the Series 2016A Bonds (subject only to the priority of payment provisions set forth under the Indenture).

(e) Funds held in the Series 2016A Bonds Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Series 2016A Bonds Policy Payments Account following a Series 2016A Bonds Payment Date shall promptly be remitted to the Series 2016A Insurer.]

Section 19.02. Provisions Relating to the Series 2016A Surety Bond. So long as the Series 2016A Surety Bond remains in force and effect or any amounts are owed in connection therewith, the following provisions of this Section 19.02 shall govern, notwithstanding anything to the contrary contained in the Indenture:

[(a) The Successor Agency shall repay any draws under the Series 2016A Surety Bond and pay all related reasonable expenses incurred by the Series 2016A Insurer and shall pay interest thereon from the date of payment by the Series 2016A Insurer at the Late Payment Rate. If the interest provisions of this subparagraph (a) result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further

agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Series 2016A Insurer, with the same force and effect as if the Successor Agency had specifically designated such extra sums to be so applied and the Series 2016A Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws under the Series 2016A Surety Bond and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Series 2016A Surety Bond Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Series 2016A Surety Bond Costs related to such draw. The Successor Agency shall take all actions required by the Dissolution Act to ensure that Series 2016A Surety Bond Costs are paid to the Series 2016A Insurer when due, including the submission of Recognized Obligation Payment Schedules providing for Series 2016A Surety Bond Costs that are payable to the Series 2016A Insurer.

Amounts in respect of Series 2016A Surety Bond Costs paid to the Series 2016A Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Series 2016A Insurer on account of principal due, the coverage under the Series 2016A Surety Bond will be increased by a like amount, subject to the terms of the Series 2016A Surety Bond. The obligation to pay Series 2016A Surety Bond Costs shall be secured by a valid lien on all revenues and other collateral pledged as security for the Series 2016A Bonds (subject only to the priority of payment provisions set forth under the Indenture).

All cash and investments in the Series 2016A Subaccount of the Reserve Account relating to the Series 2016A Bonds shall be transferred to the Principal Account and the Interest Account for payment of debt service on the Series 2016A Bonds before any drawing may be made on the Series 2016A Surety Bond or any other credit facility credited to the Series 2016A Subaccount of the Reserve Account in lieu of cash (a "Credit Facility"). Payment of any 2015A Surety Bond Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Series 2016A Surety Bond) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Account. Payment of Series 2016A Surety Bond Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro rata basis prior to replenishment of any cash drawn from the Reserve Account. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) If the Successor Agency fails to pay any Series 2016A Surety Bond Costs in accordance with the requirements of this Section 13.02, the Series 2016A Insurer

shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Indenture other than (i) acceleration of the maturity of the Series 2016A Bonds or (ii) remedies which would adversely affect owners of the Series 2016A Bonds.

(c) This Indenture shall not be discharged until all Series 2016A Surety Bond Costs owing to the Series 2016A Insurer have been paid in full. The Successor Agency's obligation to pay such amounts shall expressly survive payment in full of the Series 2014 Bonds. The Successor Agency shall include any Series 2016A Surety Bond Costs then due and owing the Series 2016A Insurer in determining whether Parity Debt may be issued pursuant to Section 3.05 of the Indenture.

(d) The Trustee shall ascertain the necessity for a claim upon the Series 2016A Surety Bond in accordance with the provisions of the foregoing subparagraph (a) and to provide notice to the Series 2016A Insurer in accordance with the terms of the Series 2016A Surety Bond at least five (5) Business Days prior to each date upon which interest or principal is due on the Series 2016A Bonds. Where deposits are required to be made by the Successor Agency with the Trustee to the Debt Service Fund more often than semiannually, the Trustee shall be instructed to give notice to the Series 2016A Insurer of any failure of the Successor Agency to make timely payment in full of such deposits within two (2) Business Days of the date due.

(e) The Successor Agency will pay or reimburse the Series 2016A Insurer any and all charges, fees, costs, losses, liabilities and expenses which the Series 2016A Insurer may pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Series 2016A Surety Bond, (ii) the administration, enforcement, defense or preservation of any rights in respect of the Series 2016A Surety Bond, the Indenture or any other document executed in connection with the Series 2016A Bonds (the "Series 2016A Bonds Related Documents"), including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the Successor Agency) relating to the Indenture or any other Series 2016A Bonds Related Document, or the transactions contemplated by the Series 2016A Bonds Related Documents, (iii) the foreclosure against, sale or other disposition of any collateral securing any obligations under the Indenture or any other Series 2016A Bonds Related Document, if any, or the pursuit of any remedies under the Indenture or any other Series 2016A Bonds Related Document, to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, (iv) any amendment, waiver or other action with respect to, or related to the Indenture, the Series 2016A Surety Bond or any other Series 2016A Bonds Related Document whether or not executed or completed, or (v) any action taken by the Series 2016A Insurer to cure a default or termination or similar event (or to mitigate the effect thereof) under the Indenture or any other Series 2016A Bonds Related Document; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Series 2016A Insurer spent in connection with the actions described in clauses (ii)-(v) above. The Series 2016A Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture or any other Series 2016A Bonds Related Document. Amounts payable by the Successor Agency hereunder shall bear interest at the Late Payment Rate from the date such

amount is paid or incurred by the Series 2016A Insurer until the date the Series 2016A Insurer is paid in full.

(f) The obligation of the Successor Agency to pay all amounts due to the Series 2016A Insurer shall be an absolute and unconditional obligation of the Successor Agency and will be paid or performed strictly in accordance with the provisions of the Indenture, irrespective of (i) any lack of validity or enforceability of or any amendment or other modifications of, or waiver with respect to the Series 2016A Bonds, the Indenture or any other Series 2016A Bonds Related Document, (ii) any amendment or other modification of, or waiver with respect to the Series 2016A Surety Bond; (iii) any exchange, release or non-perfection of any security interest in property securing the Series 2016A Bonds, the Indenture or any other Series 2016A Bonds Related Documents; (iv) whether or not such Series 2016A Bonds are contingent or matured, disputed or undisputed, liquidated or unliquidated; (v) any amendment, modification or waiver of or any consent to departure from the Series 2016A Surety Bond, the Indenture or all or any of the other Series 2016A Bonds Related Documents; (vi) the existence of any claim, setoff, defense (other than the defense of payment in full), reduction, abatement or other right which the Successor Agency may have at any time against the Trustee or any other person or entity other than the Series 2016A Insurer, whether in connection with the transactions contemplated herein, in the Indenture or in any other Series 2016A Bonds Related Documents or any unrelated transactions; (vii) any statement or any other document presented under or in connection with the Series 2016A Surety Bond proving in any and all respects invalid, inaccurate, insufficient, fraudulent or forged or any statement therein being untrue or inaccurate in any respect; or (viii) any payment by the Series 2016A Insurer under the Series 2016A Surety Bond against presentation of a certificate or other document which does not strictly comply with the terms of the Series 2016A Surety Bond.

(g) The prior written consent of the Series 2016A Insurer shall be a condition precedent to the deposit of any Credit Facility credited to the Series 2016A Subaccount of the Reserve Account in lieu of a cash deposit into the Series 2016A Subaccount of the Reserve Account. Amounts drawn under the Series 2016A Surety Bond shall be available only for the payment of scheduled principal and interest on the Series 2016A Bonds when due.

(h) Notwithstanding the satisfaction of the other conditions relating to the issuance of Parity Debt set forth in Section 3.05 of the Indenture, no such issuance may occur if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured by the issuance of such Parity Debt.]

Section 19.03. Rights of the Series 2016A Insurer. For so long as either the Series 2016A Bonds Insurance Policy or the Series 2016A Surety Bond is outstanding or any amounts are owed by the Successor Agency to the Series 2016A Insurer in connection therewith, notwithstanding anything to the contrary set forth in the Indenture, the following provisions shall govern:

[For so long as either the Series 2016A Bonds Insurance Policy or the Series 2016A Surety Bond is outstanding or any amounts are owed by the Successor Agency to the Series 2016A Insurer in connection therewith, notwithstanding anything to the contrary set forth in the Indenture, the following provisions shall govern:

(a) The Series 2016A Insurer shall be deemed to be the sole holder of the Series 2016A Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2016A Bonds are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Indenture and each Series 2016A Bond, the Trustee and each Owner of the Series 2016A Bonds appoint the Series 2016A Insurer as their agent and attorney-in-fact and agree that the Series 2016A Insurer may at any time during the continuation of any Insolvency Proceeding direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Owner of the Series 2016A Bonds delegate and assign to the Series 2016A Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Owner of the Series 2016A Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

(b) In the event the maturity of the Series 2016A Bonds is accelerated, the Series 2016A Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the Successor Agency) and the Trustee shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Series 2016A Insurer's obligations under the Series 2016A Bonds Insurance Policy with respect to such Series 2016A Bonds shall be fully discharged.

(c) The Series 2016A Insurer is a third party beneficiary under the Indenture.

(d) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of the Series 2016A Bonds to be redeemed shall be subject to the approval of the Series 2016A Insurer.

(e) The rights granted to the Series 2016A Insurer under the Indenture to request, consent to or direct any action are rights granted to the Series 2016A Insurer in consideration of its issuance of the Series 2016A Bonds Insurance Policy. Any exercise by the Series 2016A Insurer of such rights is merely an exercise of the Series 2016A Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners of the Series 2016A Bonds and such action does not evidence any position of the Series 2016A Insurer, affirmative or negative, as to whether the consent of the Owners of the Series 2016A Bonds or any other person is required in addition to the consent of the Series 2016A Insurer.

(f) To accomplish defeasance of the Series 2016A Bonds pursuant to Section 9.03 of the Indenture, the Successor Agency shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Series 2016A Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2016A Bonds in full on the maturity or redemption date ("Verification"), (ii) an Escrow Deposit Agreement

(which shall be acceptable in form and substance to the Series 2016A Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2016A Bonds are no longer “Outstanding” under the Indenture and (iv) a certificate of discharge of the Trustee with respect to the Series 2016A Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Successor Agency, Trustee and the Series 2016A Insurer. The Series 2016A Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow. Series 2016A Bonds shall be deemed “Outstanding” under the Indenture unless and until they are in fact paid and retired or the foregoing criteria with respect to Section 9.03 of the Indenture are met.

(g) Amounts paid by the Series 2016A Insurer under the Series 2016A Bonds Insurance Policy shall not be deemed paid for purposes of the Indenture and the Series 2016A Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Successor Agency in accordance with the Indenture. This Indenture shall not be discharged unless all amounts due or to become due to the Series 2016A Insurer have been paid in full or duly provided for.

(h) Each of the Successor Agency and Trustee covenant and agree to take such action as is necessary from time to time under applicable law to preserve the priority of the pledge of the Pledged Tax Revenues and all other amounts pledged to the payment of the Series 2016A Bonds pursuant to the Indenture.

(i) The Series 2016A Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2016A Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Series 2016A Bonds Insurance Policy. Each obligation of the Successor Agency to the Series 2016A Insurer under the Indenture shall survive discharge or termination thereof.

(j) The Successor Agency shall pay or reimburse the Series 2016A Insurer any and all charges, fees, costs and expenses that the Series 2016A Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in the Indenture; (ii) the pursuit of any remedies under the Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Indenture or the transactions contemplated thereby, other than costs resulting from the failure of the Series 2016A Insurer to honor its obligations under the Series 2016A Bonds Insurance Policy. The Series 2016A Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture.

(k) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Successor Agency or rebate only after the payment of past due and current debt service on the Series 2016A Bonds and amounts required to restore the Reserve Account to the Reserve Requirement (as such term is defined in the Successor Agency Bonds Indenture).

(l) The Series 2016A Insurer shall be entitled to pay principal or interest on Series 2016A Bonds that shall become Due for Payment but shall be unpaid by reason

of Nonpayment by the Successor Agency (as such terms are defined in the Series 2016A Bonds Insurance Policy) and any amounts due on the Series 2016A Bonds as a result of acceleration of the maturity thereof in accordance with the Indenture, whether or not the Series 2016A Insurer has received a Notice of Nonpayment (as such terms are defined in the Series 2016A Bonds Insurance Policy) or a claim upon the Series 2016A Bonds Insurance Policy.

(m) The notice address of the Series 2016A Insurer is: _____ . In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(n) The Successor Agency covenants to provide to the Series 2016A Insurer, promptly upon request, any information regarding the Series 2016A Bonds or the financial condition and operations of the Successor Agency as reasonably requested by the Series 2016A Insurer. The Successor Agency will permit the Series 2016A Insurer to discuss the affairs, finances and accounts of the Successor Agency or any information the Series 2016A Insurer may reasonably request regarding the security for the Series 2016A Bonds with appropriate officers of the Successor Agency and will use commercially reasonable efforts to enable the Series 2016A Insurer to have access to the facilities, books and records of the Successor Agency on any business day upon reasonable prior notice.

(o) The Series 2016A Insurer shall be provided with the following information by the Successor Agency or Trustee, as the case may be:

(i) Notice of any draw upon the Series 2016A Subaccount of the Reserve Account within two (2) Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Series 2016A Bonds;

(ii) Notice of any default known to the Trustee or the Successor Agency within five (5) Business Days after knowledge thereof;

(iii) Prior notice of the advance refunding or redemption of any of the Series 2016A Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(iv) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(v) Notice of the commencement of any Insolvency Proceeding;

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2016A Bonds;

(vii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Indenture;

(viii) All reports, notices and correspondence to be delivered to Owners of the Series 2016A Bonds under the terms of the Indenture;

(ix) All information furnished pursuant to the Successor Agency's undertaking pursuant to the Continuing Disclosure Certificate shall also be provided to the Series 2016A Insurer, simultaneously with the furnishing of such information; and

(x) All other information as it may reasonably request.

(p) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Indenture would adversely affect the security for the Series 2016A Bonds or the rights of the Owners of the Series 2016A Bonds, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Series 2016A Bonds Insurance Policy.

(q) No contract shall be entered into or any action taken by which the rights of the Series 2016A Insurer or security for or sources of payment of the Series 2016A Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Series 2016A Insurer.

(r) Any amendment, supplement, modification to, or waiver of, any Series 2016A Bonds Related Document, that requires the consent of Owners of the Series 2016A Bonds or adversely affects the rights and interests of the Series 2016A Insurer shall be subject to the prior written consent of the Series 2016A Insurer.]

ARTICLE XX MISCELLANEOUS

Section 20.01. Security for Series 2016A Bonds. The Series 2016A Bonds shall be Parity Debt within the meaning of such term in Section 1.01 of the Series 2014 Indenture and shall be secured in the manner and to the extent set forth in Article IV of the Series 2014 Indenture. Without limiting the foregoing, as provided in Section 4.01 and Section 4.02 of the Series 2014 Indenture, the Series 2016A Bonds shall be secured on a parity with all other Bonds issued under the Indenture, including the Series 2014 Bonds, by a first pledge of and lien on all of the Pledged Tax Revenues in the Redevelopment Obligation Retirement Fund, and all moneys in the Debt Service Fund and the accounts therein.

Section 20.02. Continuing Disclosure. The Successor Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Indenture, failure of the Successor Agency to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Participating Underwriter (as defined in the Continuing Disclosure Certificate) or any owner or beneficial owner of the Series 2016A Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Successor Agency to comply with its obligations under this Section 20.02.

Section 20.03. Tax Covenants. The Successor Agency agrees to comply with the requirements of Section 5.12 of the Series 2014 Indenture with respect to the Series 2016A Bonds and the proceeds thereof.

Section 20.04. Benefits Limited to Parties. Nothing in this Second Supplement, expressed or implied, is intended to give to any person other than the Successor Agency, the Trustee, the Series 2016A Insurer and the Owners of the Series 2016A Bonds, any right, remedy, claim under or by reason of this Second Supplement. Any covenants, stipulations, promises or agreements in this Second Supplement contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Trustee and the Owners of the Series 2016A Bonds.

Section 20.05. Effect of this Second Supplement. Except as in this Second Supplement expressly provided or except to the extent inconsistent with any provision of this Second Supplement, the Series 2016A Bonds shall be deemed to be Bonds under and within the meaning thereof as set forth in Section 1.01 of the Indenture, and every term and condition contained in the other provisions of the Indenture shall apply to the Series 2016A Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Second Supplement.

Section 20.06. Further Assurances. The Successor Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture, and for the better assuring and confirming unto the Owners of the Series 2016A Bonds and the rights and benefits provided in the Indenture.

Section 20.07. Execution in Counterparts. This Second Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 20.08. Governing Law. This Second Supplement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY has caused this Second Supplemental Indenture of Trust to be signed in its name by the [Finance Director of the City of Indian Wells, as designee of its Executive Director], and attested to by its Deputy City Clerk, and MUFG UNION BANK, N.A., in token of its acceptance of the trusts created hereunder, has caused this Second Supplemental Indenture of Trust to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY

By _____
[Finance Director
of the City of Indian Wells]

Attest:

Deputy City Clerk

MUFG UNION BANK, N.A.,
as Trustee

By _____
Authorized Officer

APPENDIX A

(FORM OF SERIES 2016A BOND)

No. _____

\$ _____

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
SUCCESSOR AGENCY TO THE
INDIAN WELLS REDEVELOPMENT AGENCY
Consolidated Whitewater Redevelopment Project Area
Subordinated Tax Allocation Refunding Bonds, Series 2016A**

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:
 September 1, _____ [Closing Date]

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: DOLLARS

The SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY, a public entity existing under and by virtue of the laws of the State of California (the "Successor Agency"), for value received hereby promises to pay (but only out of the Pledged Tax Revenues and other moneys and securities hereinafter referred to) to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof, which date shall be the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date (a "Record Date"), in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to [July 15, 2016/February 15, 2017], in which event it shall bear interest from the Original Issue Date identified above; *provided, however*, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment), payable semiannually on March 1 and September 1 in each year, commencing [September 1, 2016/March 1, 2017] (the "Interest Payment Dates"), until payment of such Principal Amount in full. The Principal Amount hereof is payable upon presentation hereof at the principal corporate trust office of MUFG Union Bank, N.A., as trustee (the "Trustee"), in Los Angeles, California or such other location as the trustee may designate. Interest hereon is payable by check of the Trustee mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of such Registered Owner as it appears on the registration books of the Trustee as of the preceding Record Date; provided that at the written request of the owner of at least \$1,000,000 aggregate principal

amount of Bonds, which written request is on file with the Trustee prior to any Record Date, interest on such Bonds shall be paid on the succeeding Interest Payment Date by wire transfer to an account of a financial institution within the United States of America as shall be specified in such written request.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as the "Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A" (the "Bonds") of an aggregate principal amount of _____ Dollars (\$_____) all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption provisions) and all issued pursuant to the provisions of the Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State (the "Refunding Law"), the Dissolution Act (as such term is defined in the Indenture), and the Community Redevelopment Law, constituting Part 1 of Division 24 of the California Health and Safety Code (the "Redevelopment Law"), and pursuant to an Indenture of Trust, dated as of May 1, 2014, by and between the Successor Agency and the Trustee, as supplemented and amended by a First Supplemental Indenture of Trust dated as of June 1, 2015 and as further supplemented and amended by a Second Supplemental Indenture of Trust dated as of July 1, 2016, between the Successor Agency and the Trustee (collectively, the "Indenture"). The Successor Agency has heretofore issued certain obligations payable from Pledged Tax Revenues on a parity with the Bonds and may issue or incur additional obligations on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all supplements thereto and to the Refunding Law, the Dissolution Act and the Redevelopment Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Pledged Tax Revenues, as that term is defined in the Indenture, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Successor Agency to refinance redevelopment activities of the Successor Agency by refunding all of the outstanding Series 2006A Bonds. This Bond and the interest hereon and all other parity obligations and the interest thereon (to the extent set forth in the Indenture) are payable from, and are secured by a charge and lien on the Pledged Tax Revenues derived by the Successor Agency from the Consolidated Whitewater Redevelopment Project Area in the City of Indian Wells (the "Project Area"), a duly designated redevelopment project under the laws of the State of California, under and in accordance with the Indenture. As and to the extent set forth in the Indenture, all of the Pledged Tax Revenues are exclusively and irrevocably pledged in accordance with the terms hereof and the provisions of the Indenture, the Refunding Law, the Dissolution Act and the Redevelopment Law, to the payment of the principal of and interest and premium (if any) on the Bonds and any such parity obligations. The Bonds and any such parity obligations are secured by a pledge on, security interest in and lien on the Pledged Tax Revenues which is subordinate to or on a parity with the pledge, security interest and lien on the Pledged Tax Revenues in favor of certain outstanding obligations of the Successor Agency, as provided in the Indenture. Notwithstanding the foregoing, certain amounts out of Pledged Tax Revenues may be applied for other purposes as provided in the Indenture.

This Bond is not a debt of the City of Indian Wells, the County of Riverside, the State of California, or any of its political subdivisions, other than the Successor Agency, and neither said City, said County, said State, nor any of its political subdivisions, is liable hereon nor in any event shall this Bond be payable out of any funds or properties other than the Pledged Tax Revenues.

The rights and obligations of the Successor Agency and the owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the owner of such Bond, or shall reduce the percentages of the Bond owners required to effect any such modification or amendment.

The Bonds are subject to redemption as provided in the Indenture.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at said corporate trust office of the Trustee in Los Angeles, California or such other place as designated by the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Refunding Law, the Dissolution Act and the Redevelopment Law and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Refunding Law, the Dissolution Act and the Redevelopment Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon endorsed shall have been manually signed by the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Successor Agency or the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY has caused this Bond to be executed in its name and on its behalf with the facsimile signature of the [Finance Director of the City of Indian Wells, as designee of its Executive Director], and attested to by the facsimile signature of its Deputy City Clerk, all as of the Original Issue Date specified above.

SUCCESSOR AGENCY TO THE INDIAN
WELLS REDEVELOPMENT AGENCY

By: _____
[City Manager of the City of Indian Wells]

ATTEST:

Deputy City Clerk

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: _____

MUFG UNION BANK, N.A., as Trustee

By: _____
Authorized Signatory

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or Tax Regulations:

TEN COM --	as tenants in common	UNIF GIFT MIN ACT _____	Custodian _____
TEN ENT --	as tenants by the entireties		(Cust.) (Minor)
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act _____	(State)
COMM PROP --	as community property		

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED
THOUGH NOT IN THE LIST ABOVE

(FORM OF ASSIGNMENT)

For value received the undersigned hereby sells, assigns and transfers unto

(Name, Address and Tax Identification or Social Security Number of Assignee)
the within-registered Bond and hereby irrevocably constitute(s) and appoints(s)

_____ attorney,
to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signatures Guaranteed:

Note: _____
Signature(s) must be guaranteed by an eligible guarantor.

Note: _____
The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

STATEMENT OF INSURANCE

[to come]

\$ _____
**SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY
CONSOLIDATED WHITEWATER REDEVELOPMENT PROJECT AREA
SUBORDINATED TAX ALLOCATION REFUNDING BONDS, SERIES 2016A**

BOND PURCHASE AGREEMENT

July __, 2016

Successor Agency to the Indian Wells Redevelopment Agency
c/o City of Indian Wells
44-950 Eldorado Drive
Indian Wells, California 92210-7497

Ladies and Gentlemen:

Citigroup Global Markets Inc. (the “**Underwriter**”), offers to enter into this Bond Purchase Agreement (this “**Purchase Agreement**”) with the Successor Agency to the Indian Wells Redevelopment Agency (the “**Agency**”), which will be binding upon the Agency and the Underwriter upon the acceptance hereof by the Agency. This offer is made subject to its acceptance by the Agency by execution of this Purchase Agreement and its delivery to the Underwriter on or before 5:00 p.m., California time, on the date hereof. All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Indenture (as such term is defined herein).

The Agency acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm’s length commercial transaction between the Agency and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended), agent or fiduciary to the Agency or the City of Indian Wells (the “**City**”); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Agency with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Agency on other matters); (iv) the Underwriter has financial interests that may differ from and be adverse to those of the City or the Agency; and (v) each of the City and the Agency have consulted their own legal, financial and other advisors to the extent that they have deemed appropriate.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the Agency for offering to the public, and the Agency hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the \$ _____ aggregate principal amount of the Agency’s Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A (the “**Bonds**”), at a purchase price equal to \$ _____ (being the aggregate principal amount thereof, less an Underwriter’s discount of \$ _____ and

plus/less a net original issue premium/discount of \$_____. In addition, on behalf of the Agency, the Underwriter shall wire the amount of \$_____ to the Insurer (as such term is defined herein) to pay the costs of the premium for the Policy (as such term is defined herein) and the amount of \$_____ to the Insurer to pay the costs of the premium for a debt service reserve fund policy for the Bonds (the “**Reserve Policy**”). The Bonds are to be purchased by the Underwriter from the Agency. Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery are herein sometimes called the “**Closing**.”

2. The Bonds and Related Documents. The Bonds shall be substantially in the form described in, and shall be issued and secured under the provisions of an Indenture of Trust, dated as of May 1, 2014 (the “**Original Indenture**”), as amended and supplemented by the First Supplemental Indenture of Trust, dated as of August 1, 2015 (the “**First Supplement**”), and the Second Supplemental Indenture of Trust, dated as of July 1, 2016 (the “**Second Supplement**” and, together with the Original Indenture and the First Supplement, the “**Indenture**”), each by and between the Agency and MUFG Union Bank, N.A., as trustee (the “**Trustee**”) and pursuant Part 1, Division 24 of the California Health and Safety Code (the “**Law**”) and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “**Act**”) and a resolution of the Agency adopted on April 21, 2016 (the “**Agency Resolution**”). The issuance of the Bonds was approved by the Oversight Board for the Agency by resolution on April 22, 2016 (the “**Oversight Board Resolution**”). The Bonds shall be as described in the Indenture and the Official Statement dated the date hereof relating to the Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the “**Official Statement**”).

The Bonds shall be insured under a municipal bond insurance policy (the “**Policy**”) from _____ (the “**Insurer**”).

The net proceeds of the Bonds will be used to refund all or a portion of the Indian Wells Redevelopment Agency’s (the “**Former Agency**”) outstanding Indian Wells Redevelopment Agency Consolidated Whitewater Project Area Tax Allocation Bonds, Series 2006A (the “**Prior Bonds**”), which are currently outstanding in the aggregate principal amount of \$45,275,000.

The Agency will undertake pursuant to the provisions of a Continuing Disclosure Certificate, dated as of July 1, 2016 (the “**Disclosure Certificate**”), executed by the Agency, to provide certain annual information and notices of the occurrence of certain enumerated events. A description of the undertaking is set forth in the Preliminary Official Statement (as such term is defined herein) and will also be set forth in the Official Statement.

The Indenture, the Continuing Disclosure Certificate, the Agency’s Irrevocable Refunding Instructions, dated the date of the Closing (the “**Refunding Instructions**”), to MUFG Union Bank, N.A., as fiscal agent for the Prior Bonds, and this Purchase Agreement are sometimes collectively referred to herein as the “**Agency Legal Documents**.”

3. Offering. It shall be a condition to the Agency’s obligations to sell and to deliver the Bonds to the Underwriter and to the Underwriter’s obligations to purchase, to accept delivery of and to pay for the Bonds that the entire \$_____ aggregate principal amount of the Bonds shall be issued, sold and delivered by the Agency and purchased, accepted and paid for by the Underwriter at the Closing. The Underwriter agrees to make a bona fide public offering of all of the Bonds at the initial public offering prices or yields set forth in Exhibit A hereto and on the inside front cover page

of the Official Statement. The Underwriter reserves the right to change, subsequent to the initial public offering, such initial offering prices as it shall deem necessary in connection with the marketing of the Bonds.

4. Use and Preparation of Documents. The Agency has caused to be prepared and delivered to the Underwriter prior to the execution of this Purchase Agreement copies of the Preliminary Official Statement dated ____ __, 2016, relating to the Bonds (the “**Preliminary Official Statement**”), which was approved by the Agency Resolution. The Agency ratifies, confirms and approves the use by the Underwriter prior to the date hereof of the Preliminary Official Statement. The Agency has previously deemed the Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“**Rule 15c2-12**”), except for information permitted to be omitted therefrom by Rule 15c2-12. The Agency hereby agrees to deliver or cause to be delivered to the Underwriter, within seven (7) business days of the date hereof, but not less than one (1) business day prior to the Closing a sufficient number of copies of the final Official Statement relating to the Bonds, dated the date hereof, which includes all information permitted to be omitted from the Preliminary Official Statement by Rule 15c2-12, and including any amendments or supplements to such Official Statement as have been approved by the Agency and the Underwriter (collectively, the “**Official Statement**”) to enable the Underwriter to distribute a single copy of the Official Statement to any potential customer of the Underwriter requesting an Official Statement during the time period beginning when the Official Statement becomes available and ending 25 days after the End of the Underwriting Period (as such term is defined herein). The Agency hereby approves of the use and distribution (including the electronic distribution) by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds. The Agency shall have executed and delivered to the Underwriter a certification to such effect in the form attached hereto as Exhibit B. The Underwriter agrees that it will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the Official Statement.

5. Representations, Warranties and Agreements of the Agency. The Agency hereby represents, warrants and agrees as follows:

(a) The Agency is a public entity existing under the laws of the State of California, including the Law.

(b) The Agency has full legal right, power and authority to enter into the Agency Legal Documents and to carry out and consummate the transactions contemplated by the Agency Legal Documents.

(c) By all necessary official action of the Agency prior to or concurrently with the acceptance hereof, the Agency has duly authorized and approved the preparation and use of the Preliminary Official Statement and the Official Statement, the execution and delivery of the Official Statement and the Agency Legal Documents, and the performance by the Agency of all transactions contemplated by the Agency Legal Documents; and the Bonds, when issued and delivered to the Underwriter in accordance with the Indenture, and the Agency Legal Documents will constitute legal, valid and binding obligations of the Agency, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally.

(d) The Agency is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation to which it is subject, or any applicable judgment, decree loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Indenture) or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the execution and delivery of the Agency Legal Documents, and compliance with the provisions on the Agency's part contained therein, will not conflict with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency or under the terms of any such constitutional provision, law, regulation or instrument, except as provided by the Indenture.

(e) Except as described in or contemplated by the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Agency of its obligations under the Agency Legal Documents have been duly obtained.

(f) Between the date of this Purchase Agreement and the date of the Closing, the Agency will not, without the prior written consent of the Underwriter, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, payable from Tax Revenues (as such term is defined in the Indenture), nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Agency.

(g) As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency, public board or body, pending or, to the best knowledge of the Agency after due inquiry, threatened against the Agency, affecting the existence of the Agency or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution and delivery of the Indenture or the collection of the Tax Revenues, contesting or affecting, as to the Agency, the validity or enforceability of the Agency Legal Documents, contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, contesting the powers of the Agency, in any way contesting or challenging the consummation of the transactions contemplated hereby, or which might result in a material adverse change in the financial condition of the Agency or materially adversely affect the Tax Revenues of the Agency; nor, to the best knowledge of the Agency, is there any known basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the authorization, execution, delivery or performance by the Agency of the Agency Legal Documents.

(h) As of the time of acceptance hereof and as of the date of the Closing, the Agency does not and will not have outstanding any indebtedness which indebtedness is secured by a

lien on the Tax Revenues of the Agency superior to or on a parity with the lien provided for in the Indenture on the Tax Revenues, other than as disclosed in the Official Statement.

(i) As of the time of acceptance hereof and as of the date of the Closing, the Agency has complied with the filing requirements of the Law, including, without limitation, the filing of all Recognized Obligation Payment Schedules, as required by the Law.

(j) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein in light of the circumstances under which they were made, not misleading (except that this representation does not include information relating to The Depository Trust Company, the book-entry system, the Insurer or the Policy).

(k) As of the date thereof and at all times subsequent thereto to and including the date which is 25 days following the End of the Underwriting Period (as such term is defined herein) for the Bonds, the Official Statement did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that this representation does not include information relating to The Depository Trust Company, the book-entry system, the Insurer or the Policy).

(l) If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs which would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information herein, in the light of the circumstances under which it was presented, not misleading, the Agency will notify the Underwriter, and, if in the opinion of the Underwriter or the Agency, or respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Agency will cooperate in the preparation of an amendment or supplement to the Official Statement in a form and manner approved by the Underwriter, and shall pay all expenses thereby incurred. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the Agency will furnish such information with respect to itself as the Underwriter may from time to time reasonably request. As used herein, the term “**End of the Underwriting Period**” means the later of such time as: (i) the Agency delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Notwithstanding the foregoing, unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be the date of Closing.

(m) If the information contained in the Official Statement is amended or supplemented pursuant to paragraph (l) hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Bonds, the Official Statement as so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact required to be stated therein or necessary to make such information therein in the light of the circumstances under which it was presented, not misleading (except that this representation does not include information relating to The Depository Trust Company, the book-entry system, the Insurer or the Policy).

(n) After the Closing, the Agency will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter shall reasonably object in writing or which shall be disapproved by counsel for the Underwriter.

(o) Any certificate signed by any officer of the Agency and delivered to the Underwriter shall be deemed a representation by the Agency to the Underwriter as to the statements made therein.

(p) The Agency will apply the proceeds from the sale of the Bonds for the purposes specified in the Official Statement.

(q) The Agency has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Agency is a bond issuer whose arbitrage certifications may not be relied upon.

(r) The Agency will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter, at the expense of the Underwriter, as it may reasonably request in order to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Agency will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

(s) The Agency will refrain from taking any action with regard to which the Agency may exercise control that results in the inclusion in gross income for federal income tax purposes or State of California income tax purposes of the interest on the Bonds.

(t) Except as disclosed in the Official Statement, the Agency has not failed to comply in any material respect under any prior continuing disclosure undertaking within the previous five years.

(u) The Oversight Board has duly adopted the Oversight Board Resolution approving the issuance of the Bonds and no further Oversight Board approval or consent is required for the issuing of the Bonds or the consummation of the transactions described in the Preliminary Official Statement.

(v) The Department of Finance of the State of California (the “**Department of Finance**”) has issued a letter, dated ____ __, 2016 (the “**DOF Letter**”), approving the issuance of the Bonds. No further Department of Finance approval or consent is required for the issuance of the Bonds or the consummation of the transactions described in the Preliminary Official Statement. Except as disclosed in the Preliminary Official Statement, the Agency is not aware of the Department of Finance directing or having any basis to direct the County of Riverside Auditor-Controller to deduct unpaid unencumbered funds from future allocations of property tax to the Agency pursuant to Section 34183 of the Dissolution Act.

6. Closing. At 8:00 A.M., California time, on July __, 2016, or on such other date as may be mutually agreed upon by the Agency and the Underwriter, the Agency will, subject to the terms and conditions hereof, sell and deliver the Bonds to the Underwriter, duly executed and

authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof in federal funds. Sale, delivery and payment as aforesaid shall be made at the offices of Jones Hall, A Professional Law Corporation, San Francisco, California (“**Bond Counsel**”), or at such other place as shall have been mutually agreed upon by the Agency and the Underwriter, except that the Bonds (with one certificate for each maturity and otherwise in a form suitable for the book-entry system) shall be delivered to the Underwriter in New York, New York, through the book-entry system of The Depository Trust Company (“**DTC**”). Unless the DTC Fast Automated Securities Transfer (“**FAST**”) is utilized, the Bonds will be made available for inspection by DTC at least one business day prior to the Closing.

7. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the Agency contained herein, in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Agency of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Agency of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The Underwriter shall receive, within seven (7) business days of the date hereof, but in no event less than one (1) day prior to Closing, copies of the Official Statement (including all information previously permitted to have been omitted from the Preliminary Official Statement by Rule 15c2-12 and any amendments or supplements as have been approved by the Underwriter), in such reasonable quantity as the Underwriter shall have requested;

(b) The representations and warranties of the Agency contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing and the statements of the officers and other officials of the Agency and the Trustee made in any certificate or other document furnished pursuant to the provisions hereof are accurate;

(c) At the time of the Closing, the Agency Legal Documents shall have been duly authorized, executed and delivered by the respective parties thereto, and the Official Statement shall have been duly authorized, executed and delivered by the Agency, all in substantially the forms heretofore submitted to the Underwriter, with only such changes as shall have been agreed to in writing by the Underwriter, and shall be in full force and effect; and there shall be in full force and effect such resolution or resolutions of the governing body of the Agency as, in the opinion of Bond Counsel shall be necessary or appropriate in connection with the transactions contemplated hereby;

(d) At the time of the Closing, all necessary official action of the Agency relating to the Official Statement and the Agency Legal Documents shall have been taken, shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect; and

(e) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) Bond Counsel Opinion. The approving opinion of Bond Counsel, dated the date of the Closing and substantially in the form included as Appendix E to the Official Statement;

(2) Supplemental Opinion of Bond Counsel. A supplemental opinion or opinions of Bond Counsel addressed to the Underwriter, in form and substance acceptable to the Underwriter, and dated the date of the Closing, stating that the Underwriter may rely on the opinions of Bond Counsel described in paragraph (1) above as if such opinion were addressed to the Underwriter and to the following effect:

(i) this Purchase Agreement has been duly executed and delivered by the Agency and (assuming due authorization, execution and delivery by and validity against the Underwriter) constitutes the valid and binding agreement of the Agency, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and by the application of equitable principles;

(ii) the statements contained in the Official Statement on the front cover page and under the captions "INTRODUCTION," "THE SERIES 2016A BONDS," "SECURITY FOR THE BONDS," "OTHER INFORMATION—Tax Matters," and in Appendices D and E, insofar as such statements expressly summarize certain provisions of the Indenture or the opinion of Bond Counsel, are accurate in all material respects;

(iii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(iv) the Agency has taken all actions required to defease the Prior Bonds and such Prior Bonds are no longer outstanding under the terms of the Fiscal Agent Agreement pursuant to which they were issued;

(3) Financial Advisor Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of C.M. de Crinis & Co. Inc., the Agency's Financial Advisor (the "**Financial Advisor**") addressed to the Underwriter and the Agency to the effect, that, in connection with its participation in the preparation of the Official Statement and without undertaking any independent investigation, and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, nothing has come to the attention of the Financial Advisor that would lead it to believe that the statements and information contained in the Official Statement as of the date thereof and the date of the Closing, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading;

(4) Agency Counsel Opinion. An opinion of Counsel to the Agency ("**Agency Counsel**"), dated the date of the Closing and addressed to the Underwriter, in form and substance acceptable to the Underwriter to the following effect:

(i) the Agency is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State, with full right, power and authority to execute, deliver and perform its obligations under the Agency Legal Documents;

(ii) the Agency Resolution was duly adopted at a meeting of the Agency, called and held pursuant to law, with all public notice required by law and at which a quorum was present and acting throughout; and the Agency Resolution is in full force and effect and has not been modified amended or rescinded since its adoption date;

(iii) the Agency Legal Documents, the Bonds and the Official Statement have been duly authorized, executed and delivered by the Agency and, assuming due authorization, execution and delivery by the other parties thereto, the Agency Legal Documents and the Bonds constitute the valid, legal and binding obligations of the Agency enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought;

(iv) the execution and delivery of the Agency Legal Documents and the Official Statement and compliance with the provisions of the Agency Legal Documents, under the circumstances contemplated thereby: (I) do not and will not in any material respect conflict with or constitute on the part of the Agency a breach of or default under any agreement or other instrument to which the Agency is a party or by which it is bound; and (II) do not and will not in any material respect constitute on the part of the Agency a violation, breach of or default under any existing law, regulation, court order or consent decree to which the Agency is subject;

(v) to the best of such counsel's knowledge, except as otherwise disclosed in the Official Statement, there is no litigation or proceeding, pending and served, or threatened, challenging the creation, organization or existence of the Agency or the validity of the Bonds or the Agency Legal Documents, seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby, under which a determination adverse to the Agency would have a material adverse effect upon the financial condition or the revenues of the Agency, or which, in any manner, questions the right of the Agency to issue, sell and deliver the Bonds, to enter into the Indenture or to use the Tax Revenues for repayment of the Bonds or affects in any manner the right or ability of the Agency to collect or pledge the Tax Revenues; and

(vi) based upon his or her participation as Agency Counsel in the preparation of the Official Statement, and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, Agency Counsel has no reason to believe that, as of its date and as of the date of Closing, the information in the Official Statement relating to the Agency, the Tax Revenues and the Project Area (as such term is defined in the Official Statement), excluding any financial or statistical data with respect thereto, as to which no opinion is expressed, contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(5) Trustee Counsel Opinion. The opinion of counsel to the Trustee, dated the date of the Closing, addressed to the Underwriter, to the effect that:

(i) The Trustee is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and administer the trusts created under the Indenture and the Refunding Instructions;

(ii) The Indenture and the Refunding Instructions have been duly authorized, executed and delivered by the Trustee and the Indenture and the Refunding Instructions constitute the legal, valid and binding obligation of the Trustee, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(iii) Except as may be required under "blue sky" or other securities laws of any state, no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Indenture or the Refunding Instructions, or the consummation of the transactions contemplated by the Indenture and the Refunding Instructions;

(6) Agency Certificate. A certificate of the Agency, dated the date of the Closing, signed on behalf of the Agency by a duly authorized officer of the Agency, to the effect that:

(i) the representations and warranties of the Agency contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing;

(ii) no event affecting the Agency has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(iii) no further consent is required to be obtained for the inclusion of the Agency's audited financial statements, including the accompanying accountant's letter, for Fiscal Year 2014-15 in the Official Statement;

(7) Trustee's Certificate. A certificate, dated the date of the Closing, to the effect that:

(i) the Trustee is a national banking association duly organized and validly existing under the laws of the United States of America;

(ii) the Trustee has full power, authority and legal right to comply with the terms of the Indenture and the Refunding Instructions and to perform its obligations stated therein; and

(iii) the Indenture and the Refunding Instructions have been duly authorized, executed and delivered by the Trustee and (assuming due authorization, execution and delivery by the Agency) constitute legal, valid and binding obligations of the Trustee in accordance

with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally;

(8) Agency Legal Documents. Executed copies of this Purchase Agreement and the other Agency Legal Documents;

(9) Rating Letters. Letters from Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, to the effect that the Bonds have been assigned the underlying and insured ratings as set forth in the Official Statement, which ratings shall be in effect as of the date of the Closing;

(10) Disclosure Counsel Letter. A letter of Orrick, Herrington & Sutcliffe LLP ("**Disclosure Counsel**"), dated the date of the Closing, addressed to the Underwriter, to the effect that, based upon its participation in the preparation of the Preliminary Official Statement and the Official Statement and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Preliminary Official Statement or the Official Statement, such counsel has no reason to believe that, as of its date, the Preliminary Official Statement (excluding therefrom the reports, financial and statistical data and forecasts therein, the information included in the Appendices thereto, information relating to DTC and its book-entry system and any information relating to any bond insurer, as to which no opinion need be expressed) and as of its date and as of the date of the Closing, the Official Statement (excluding therefrom the reports, financial and statistical data and forecasts therein and the information included in the Appendices thereto and information relating to DTC and its book-entry system and any information relating to any bond insurer, as to which no advice need be expressed) contained or contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(11) Fiscal Consultant Certificate. A certificate of Urban Analytics, LLC (the "**Fiscal Consultant**"), dated the date of the Closing, addressed to the Agency and the Underwriter, in form and substance acceptable to the Underwriter, certifying as to the accuracy of Appendix A to the Official Statement and the information in the Official Statement under the captions "SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY," "THE CONSOLIDATED WHITEWATER PROJECT AREA" and "ESTIMATED REVENUES AND BOND RETIREMENT," consenting to the inclusion of such firm's Fiscal Consultant Report in the Official Statement, and stating that to the best of such firm's knowledge, but without having conducted any investigation with respect thereto, nothing has come to such firm's attention between the date of such report and the date hereof which would materially alter any of the conclusions set forth in such report;

(12) Agency Resolution. A copy of the Agency Resolution;

(13) Agency Certificate. A certificate of the Clerk of the Agency to the effect that the Agency Resolution was validly adopted, remains in full force and effect, and has not been amended, rescinded or otherwise modified since its date of adoption;

(14) Oversight Board Resolution. A copy of the Oversight Board Resolution;

(15) Oversight Board Certificate. A certificate of the Clerk of the Oversight Board to the effect that the Oversight Board Resolution was validly adopted, remains in full force and effect, and has not been amended, rescinded or otherwise modified since its date of adoption;

(16) Parity Certificate. A copy of the executed certificate of the Agency required to be delivered to the Trustee as a condition of the issuance of the Bonds as “Parity Debt” within the meaning of the Indenture;

(17) Verification Report. A report, dated the date of the Closing, of [Causey, Demgen & Moore P.C.], independent certified public accountants, to the effect that it has verified the accuracy of the mathematical computations of the adequacy of the deposits in the redemption fund for the Prior Bonds for the full and timely payment of all principal (including premium, if any) and interest due with respect to the portion of the Prior Bonds to be defeased with the funds held pursuant to the Refunding Instructions, as are then outstanding on the dates specified in the Official Statement at the then applicable redemption price;

(18) Rule 15c2-12 Certificate. An executed copy of the Agency’s Rule 15c2-12 Certificate in substantially the form set forth in Exhibit B hereto;

(19) Tax Documents. A tax certificate or certificates with respect to maintaining the tax-exempt status of the Bonds, duly executed by the Agency, together with an executed copy of IRS Form 8038-G;

(20) CDIAC Forms. Copies of the preliminary and final notices to the California Debt and Investment Advisory Commission (“**CDIAC**”) relating to the Bonds, and the acknowledgement of CDIAC to the preliminary notice;

(21) DOF Letter. A copy of the DOF Letter;

(22) Specimen Bonds. Specimen Bonds, duly executed by the Agency and authenticated by the Trustee;

(23) Bond Insurance Policy and Reserve Policy. The executed Policy of the Insurer insuring the scheduled payment of principal of and interest on the Insured Bonds, substantially in the form attached as Appendix I to the Official Statement, and the executed Reserve Policy;

(24) Insurer Certificate. A closing certificate of the Insurer, in form and substance satisfactory to Bond Counsel and counsel to the Underwriter;

(25) Insurer Counsel Opinion. An opinion of counsel to the Insurer, dated as of the date of Closing, addressed to the Underwriter and the Agency in form and substance acceptable to the Underwriter, substantially to the effect that: (i) the Insurer has been duly incorporated and is validly existing and in good standing under the laws of the state of its incorporation; (ii) the Policy and the Reserve Policy constitute the legal, valid and binding obligations of the Insurer enforceable in accordance with their respective terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, rehabilitation and other similar laws of general applicability relating to or affecting creditors’ and/or claimants’ rights against insurance

companies and to general equity principles; and (iii) the information contained in the Official Statement under the caption "BOND INSURANCE" does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(26) Additional Documents. Such additional certificates, instruments and other documents as Bond Counsel, the Agency or the Underwriter may reasonably deem necessary.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the Agency or the Trustee shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Agreement, if the Agency shall determine in good faith (and provide written notice to the Underwriter) that legislation has been introduced or proposals made by the Governor of the State of California which if enacted and effective would impose additional limitations or burdens on the Agency or the City by reason of the issuance of the Bonds or which purport to prohibit the issuance of the Bonds, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and the Underwriter shall be under no further obligation hereunder.

8. Termination. The Underwriter shall have the right to terminate this Purchase Agreement, without liability therefor, by notification to the Agency if at any time between the date hereof and prior to the Closing:

(a) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading and, in either such event: (i) the Agency refuses to permit the Official Statement to be supplemented to supply such statement or information in a manner satisfactory to the Underwriter; or (ii) the effect of the Official Statement as so supplemented is, in the judgment of the Underwriter, to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds;

(b) the marketability of the Bonds, the market price thereof or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields) of the Bonds, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State of California, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for

passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any Federal or state court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or state authority materially adversely affecting the federal or State of California tax status of the Agency, or the interest on bonds or notes or obligations of the general character of the Bonds;

(c) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the marketability, market price or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds;

(d) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect;

(e) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, which restrictions materially adversely affect the marketability, market price or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds;

(f) a general banking moratorium shall have been established by federal or State of California authorities;

(g) the United States has become engaged in hostilities which have resulted in a declaration of war or a national emergency or there has occurred any other outbreak of hostilities or a national or international calamity or crisis, or there has occurred any escalation of existing hostilities, calamity or crisis, financial or otherwise or there has occurred a downgrade of the sovereign debt rating of the United States by any major credit rating agency or payment default on United States Treasury obligations, the effect of which on the financial markets of the United States being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely affect the marketability, market price or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds;

(h) any rating of the Bonds or other obligations of the Agency shall have been downgraded, suspended or withdrawn by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability, market price or the ability of the

Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds;

(i) the commencement of any action, suit or proceeding described in Section 5(g) hereof which, in the judgment of the Underwriter, materially adversely affects the marketability, market price or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(j) there shall be in force a general suspension of trading on the New York Stock Exchange.

9. Expenses. The Agency will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to: (a) the cost of the preparation and printing or other reproduction of the Agency Legal Documents (other than this Purchase Agreement); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Financial Advisor, the Fiscal Consultant and any other experts or other consultants retained by the Agency; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Bonds; (e) the cost of providing immediately available funds on the date of the Closing; (f) the cost of the printing or other reproduction of the Preliminary Official Statement and Official Statement and any amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; (g) the Underwriter's out-of-pocket expenses incurred with the financing; (h) the fees of Digital Assurance Certification, LLC for a continuing disclosure undertaking compliance review; and (i) expenses (included in the expense component of the spread) incurred by the Underwriter on behalf of the City's or the Agency's employees which are incidental to implementing this Purchase Agreement. The Underwriter will pay (from the expense component of the spread) the expenses of the preparation of this Purchase Agreement and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, and the fee and disbursements of counsel to the Underwriter. The Underwriter is required to pay the fees of CDIAC in connection with the offering of the Bonds. The Agency acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider such fees. Notwithstanding that such fees are solely the legal obligation of the Underwriter, the Agency agrees to reimburse the Underwriter for such fees.

10. Notices. Any notice or other communication to be given to the Agency under this Purchase Agreement may be given by delivering the same in writing at the Agency's address set forth above; Attention: Executive Director, and to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Citigroup Global Markets Inc., 444 S. Flower Street, 27th Floor, Los Angeles, California 90071, Attention: Victor Andrade.

11. Parties in Interest. This Purchase Agreement is made solely for the benefit of the Agency and the Underwriter and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of the Agency contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Purchase Agreement; and (iii) any termination of this Purchase Agreement.

12. Effectiveness and Counterpart Signatures. This Purchase Agreement shall become effective upon the execution of the acceptance by an authorized officer of the Agency and shall be

valid and enforceable at the time of such acceptance and approval. This Purchase Agreement may be executed by the parties hereto by facsimile transmission and in separate counterparts, each of which when so executed and delivered (including delivery by facsimile transmission) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Headings. The headings of the sections of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

14. Governing Law. This Purchase Agreement shall be construed in accordance with the laws of the State of California.

Very truly yours,

CITIGROUP GLOBAL MARKETS, INC.

By: _____
Its: Authorized Officer

Accepted:

SUCCESSOR AGENCY TO THE
INDIAN WELLS REDEVELOPMENT AGENCY

By: _____
Executive Director

EXHIBIT A

**SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY
CONSOLIDATED WHITEWATER REDEVELOPMENT PROJECT AREA
SUBORDINATED TAX ALLOCATION REFUNDING BONDS, SERIES 2016A**

<i>Maturity Date (September 1)</i>	<i>Amount</i>	<i>Coupon</i>	<i>Yield</i>	<i>Price</i>
	\$	%	%	

C Priced to the first optional redemption date of September 1, 20__ at par.

EXHIBIT B

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents to Citigroup Global Markets Inc. (the “Underwriter”) that [he/she] is a duly appointed and acting officer of the Successor Agency to the Indian Wells Redevelopment Agency, and as such is to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the Agency to the Underwriter as follows:

(1) This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the “Rule”) in connection with the offering and sale of the Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A (the “Bonds”).

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated the date of this certificate, setting forth information concerning the Bonds and the Agency, as issuer of the Bonds (the “Preliminary Official Statement”).

(3) As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters and the identity of the underwriter(s), all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule and has been, and the information therein is, accurate and complete in all material respects, except for the Permitted Omissions.

(5) If, at any time prior to the execution of the final contract of purchase, any event occurs as a result of which the Preliminary Official Statement might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Agency shall promptly notify the Underwriter thereof.

IN WITNESS WHEREOF, I have hereunto set my hand as of the __th day of ____, 2016.

SUCCESSOR AGENCY TO THE
INDIAN WELLS REDEVELOPMENT AGENCY

By _____
Authorized Officer

IRREVOCABLE REFUNDING INSTRUCTIONS

These IRREVOCABLE REFUNDING INSTRUCTIONS (these "Instructions"), dated July __, 2016, are given by the SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California (the "Successor Agency"), as successor agency of the REDEVELOPMENT AGENCY OF THE CITY OF INDIAN WELLS (the "Former Agency"), to MUFG UNION BANK, N.A., a national banking association organized and existing under the laws of the United States of America, acting as fiscal agent (the "Fiscal Agent") for the hereinafter defined Series 2006A Bonds;

WITNESSETH:

WHEREAS, the Former Agency has previously issued its Consolidated Whitewater Project Area Tax Allocation Bonds, Series 2006A (the "Series 2006A Bonds") for the purpose of financing and refinancing redevelopment activities with respect to the Redevelopment Project (as defined in the hereinafter mentioned Fiscal Agent Agreement), pursuant to a Fiscal Agent Agreement, dated as of September 1, 1992, between the Former Agency and Bank of America National Trust and Savings Association, as succeeded by the Fiscal Agent (as amended through the date hereof, the "Fiscal Agent Agreement"); and

WHEREAS, by implementation of California Assembly Bill X1 26, which amended provisions of the California Redevelopment Law, (found at Health and Safety Code Section 33000, et.seq.) and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, the Former Agency was dissolved on February 1, 2012 in accordance with California Assembly Bill X1 26 approved by the Governor of the State of California on June 28, 2011 ("AB 26"), and on February 1, 2012, the Successor Agency, in accordance with and pursuant to AB 26, assumed the duties and obligations set forth in AB 26 for the Former Agency, including, without limitation, the obligations of the Former Agency under the Fiscal Agent Agreement and related documents to which the Former Agency was a party; and

WHEREAS, the Successor Agency has determined that it is in the best financial interests of the Successor Agency to refund, at this time, a portion of the Series 2006A Bonds; and

WHEREAS, in order to provide funds for such purpose, the Successor Agency is issuing Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A (the "Series 2016A Bonds") and applying a portion of the proceeds thereof, together with certain other moneys, to defease and redeem a portion of the outstanding Series 2006A Bonds; and

WHEREAS, the Series 2016A Bonds are being issued pursuant to an Indenture of Trust dated as of May 1, 2014, between the Successor Agency and MUFG Union Bank, N.A., as trustee (the "Trustee"), as supplemented and amended by a First Supplemental Indenture of Trust dated as of August 1, 2015, between the Successor Agency and the Trustee, and as further supplemented and amended by a Second Supplemental Indenture of Trust dated as of July 1, 2016, between the Successor Agency and the Trustee (collectively, the "Indenture"); and

WHEREAS, the Successor Agency wishes to give these Instructions to the Fiscal Agent for the purpose of providing the terms and conditions relating to the deposit and application of moneys to provide for the payment and redemption of the outstanding Series 2006A Bonds;

NOW, THEREFORE, the Successor Agency hereby irrevocably instructs the Fiscal Agent as follows:

Section 1. Establishment of the Series 2006A Bonds Escrow Fund. The Fiscal Agent shall establish and hold, separate and apart from all other funds and accounts held by it, a special fund known as the "Series 2006A Bonds Escrow Fund" (the "Escrow Fund"). All amounts on deposit in the Escrow Fund are hereby irrevocably pledged as a special trust fund for the payment of regularly scheduled debt service on the Series 2006A Bonds on September 1, 2016 and the redemption of the Series 2006A Bonds identified on Schedule A hereto (the "Refunded Series 2006A Bonds") on September 1, 2016. Neither the Fiscal Agent, the Trustee nor any other person shall have a lien upon or right of set off against the amounts at any time on deposit in the Escrow Fund, and such amounts shall be applied only as provided herein.

Section 2. Deposit into the Series 2006A Bonds Escrow Fund; Investment of Amounts. Concurrently with delivery of the Series 2016A Bonds, the Successor Agency shall cause to be deposited in the Escrow Fund (i) the amount of \$_____ in immediately available funds to be derived from a portion of the proceeds of sale of the Series 2016A Bonds, plus (ii) the amount of \$_____ on deposit under the Fiscal Agent Agreement and relating to the Refunded Series 2006A Bonds (all as set forth on Schedule B attached hereto and made a part hereof), for a total deposit into the Escrow Fund of \$_____.

The Fiscal Agent will, on July __, 2016, use \$_____ of such amount to purchase certain securities and investments for the Escrow Fund, all as listed on Schedule C attached hereto and made a part hereof (which securities the Successor Agency represents are non-callable Federal Securities, as defined in the Fiscal Agent Agreement maturing on the dates and in the amounts necessary to make the payments described in Section 3). The remaining \$_____ of such amounts shall be held uninvested, in cash.

The Successor Agency signifies that by making the deposit described herein, it is discharging the Refunded Series 2006A Bonds pursuant to Sections 9.01 of the Fiscal Agent Agreement.

The Fiscal Agent shall furnish the Successor Agency periodic cash transaction statements which include detail for all investment transactions effected by the Fiscal Agent or brokers selected by the Successor Agency pursuant to these Instructions. Upon the Successor Agency's election, such statements will be delivered via the Fiscal Agent's online service and upon electing such service, paper statements will be provided only upon request. The Successor Agency waives the right to receive brokerage confirmations of security transactions effected by the Fiscal Agent as they occur, to the extent permitted by law. The Successor Agency further understands that trade confirmations for securities transactions effected by the Fiscal Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

Section 3. Proceedings for Redemption of Refunded Series 2006A Bonds. The Successor Agency hereby irrevocably elects, and directs the Fiscal Agent, to redeem, on September 1, 2016, from amounts on deposit in the Escrow Fund, the Refunded Series 2006A Bonds pursuant to the provisions of Section 13.03(a) of the Fiscal Agent Agreement. The Fiscal Agent acknowledges, that by accepting these instructions, it will give a timely notice of such redemption by not later than August 17, 2016 in the form attached hereto as Exhibit A in

accordance with Section 14.03(b) of the Fiscal Agent Agreement in order to allow for the redemption of the Refunded Series 2006A Bonds on September 1, 2016.

Section 4. Application of Funds. The Fiscal Agent shall apply the amounts on deposit in the Escrow Fund to pay the regularly scheduled debt service on the Refunded Series 2006A Bonds through and including September 1, 2016 and to redeem the Refunded Series 2006A Bonds on September 1, 2016 at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest, all in accordance with Section 14.03(a) of the Fiscal Agent Agreement.

Section 5. Transfer of Remaining Funds. On September 2, 2016, following the payment and redemption described above and payment of any amounts then owed to the Fiscal Agent, the Fiscal Agent shall withdraw any amounts remaining on deposit in the Escrow Fund and transfer such amounts to the Trustee for deposit into the Interest Account established under the Indenture to be used solely for the purpose of paying interest on the Series 2016A Bonds.

Section 6. Amendment. These Instructions shall be irrevocable by the Successor Agency. These Instructions may be amended or supplemented by the Successor Agency, but only if the Successor Agency shall file with the Fiscal Agent and the Trustee (a) an opinion of nationally recognized bond counsel engaged by the Successor Agency stating that such amendment or supplement will not, of itself, adversely affect the exclusion from gross income of interest on the Series 2006A Bonds or the Series 2016A Bonds under federal income tax law, and (b) a certification of an independent accountant or independent financial adviser engaged by the Successor Agency stating that such amendment or supplement will not affect the sufficiency of funds invested and held hereunder to make the payments required by Section 4.

Section 7. Application of Certain Terms of the Fiscal Agent Agreement. All of the terms of the Fiscal Agent Agreement relating to the payment of principal of and interest and repayment premium, if any, on the Refunded Series 2006A Bonds and the redemption thereof, and the protections, immunities and limitations from liability afforded the Fiscal Agent, are incorporated in these Instructions as if set forth in full herein.

Section 8. Counterparts. These Instructions may be signed in several counterparts, each of which will constitute an original, but all of which will constitute one and the same instrument.

Section 9. Governing Law. These Instructions shall be construed in accordance with and governed by the laws of the State of California.

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

By: _____
City Manager of the City of Indian Wells

ACCEPTED:

MUFG UNION BANK, N.A.,
as Fiscal Agent

By: _____
Authorized Officer

Accepted with respect to Section 5

MUFG UNION BANK, N.A.,
as Trustee

By: _____
Authorized Officer

SCHEDULE A

Redevelopment Agency of the City of Indian Wells Consolidated Whitewater Project Area Tax Allocation Bonds, Series 2006A

REFUNDED SERIES 2006A BONDS

Maturity Date (September 1)	Principal Amount	Interest Rate	CUSIP¹
2016	\$ 945,000	4.000%	45455CFP8
2017	980,000	4.000	45455CFQ6
2018	385,000	4.000	45455CKK3
2019	405,000	4.000	45455CKL1
2020	420,000	4.000	45455CKM9
2021	435,000	4.000	45455CKN7
2022	455,000	4.125	45455CKP2
2023	1,310,000	4.125	45455CKQ0
2024	1,365,000	4.250	45455CKR8
2025	1,420,000	4.250	45455CKS6
2026	1,480,000	4.250	45455CKT4
2027	1,545,000	4.250	45455CKU1
2028	4,265,000	4.375	45455CGB8
2029	4,445,000	4.375	45455CGC6
2032	14,570,000	4.500	45455CGD4
2034	10,850,000	4.750	45455CGE2

¹ CUSIP® is a registered trademark of the American Bankers Association. Copyright© 2016 Standard & Poor's, a Division of the McGraw Hill Companies, Inc. CUSIP® data herein is provided by Standard & Poor's CUSIP Service Bureau. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. CUSIP® numbers are provided for convenience of reference only. Neither of the Agency or the Trustee take any responsibility for the accuracy of such numbers.

SCHEDULE B

**FUNDS TRANSFERRED BY FISCAL AGENT
TO ESCROW FUND**

<u>Fund</u>	<u>Amount</u>
Interest Account	\$
Principal Account	
Total Funds Transferred	\$

SCHEDULE C

SERIES 2006A BONDS ESCROW FUND INVESTMENT

<u>Type (CUSIP)</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Par Amount</u>	<u>Total Purchase Price*</u>
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*Includes accrued interest

EXHIBIT A

FORM OF NOTICE OF OPTIONAL REDEMPTION

**Redevelopment Agency of the City of Indian Wells
Consolidated Whitewater Project Area
Tax Allocation Bonds, Series 2006A**

Date of Issuance: October 18, 2006

NOTICE IS HEREBY GIVEN pursuant to the terms of the Fiscal Agent Agreement dated as of September 1, 1992, as heretofore amended (as so amended, the "Fiscal Agent Agreement"), between the Redevelopment Agency of the City of Indian Wells and MUFG Union Bank, N.A., as successor fiscal agent (the "Fiscal Agent"), that the bonds listed below (the "Bonds") have been selected for redemption on September 1, 2016 (the "Redemption Date") at a redemption price (the "Redemption Price") equal to 100.00% of the principal amount of such Bonds together with interest accrued to the Redemption Date.

CUSIP*	Maturity Date	Amount	Rate	Redemption Price
45455CFQ6	September 1, 2017	\$ 980,000	4.000%	100.00%
45455CKK3	September 1, 2018	385,000	4.000	100.00
45455CKL1	September 1, 2019	405,000	4.000	100.00
45455CKM9	September 1, 2020	420,000	4.000	100.00
45455CKN7	September 1, 2021	435,000	4.000	100.00
45455CKP2	September 1, 2022	455,000	4.125	100.00
45455CKQ0	September 1, 2023	1,310,000	4.125	100.00
45455CKR8	September 1, 2024	1,365,000	4.250	100.00
45455CKS6	September 1, 2025	1,420,000	4.250	100.00
45455CKT4	September 1, 2026	1,480,000	4.250	100.00
45455CKU1	September 1, 2027	1,545,000	4.250	100.00
45455CGB8	September 1, 2028	4,265,000	4.375	100.00
45455CGC6	September 1, 2029	4,445,000	4.375	100.00
45455CGD4	September 1, 2032	14,570,000	4.500	100.00
45455CGE2	September 1, 2034	10,850,000	4.750	100.00

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On said Redemption Date there will become due and payable the Redemption Price of the Bonds, in the specified portion of the principal amount above, together with interest accrued thereon to the Redemption Date, and that from and after such Redemption Date interest thereon shall cease to accrue in accordance with the Fiscal Agent Agreement. Payment of the Redemption Price on the Bonds called for redemption will be paid only upon presentation and surrender thereof in the following manner:

MUFG Union Bank, N.A.
Attn: Bond Redemptions

120 S. San Pedro St., Suite 410
Los Angeles, CA 90012

The method of presentation and delivery of a Bond is at the option and risk of the holder of each Bond. If mail is used, insured registered mail, return receipt requested is suggested.

IMPORTANT NOTICE

The Fiscal Agent may be obligated to withhold a percentage of the redemption price from any Bondowner who fails to furnish the Fiscal Agent with a valid taxpayer identification number or a certification that such Bondowner is not subject to backup withholding. Bondowners who wish to avoid the application of these provisions should submit a completed IRS Form W-9 when presenting their Bonds.

**The Fiscal Agent shall not be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness indicated in the Redemption Notice. It is included solely for the convenience of the Holders.*

By: **MUFG Union Bank, N.A.**, as Fiscal Agent

Dated: August __, 2016



MEMORANDUM

To: Successor Agency to the Redevelopment Agency of the City of Indian Wells

Date: April 21, 2016

From: C.M.de Crinis - Financial Advisor to the County of Riverside Public Financing Authority Tax Allocation Bonds Refunding Program

RE: 2016 Bond Refunding Plan

Introduction

As a result of ABx1 26 and the California Supreme Court decision in the Matosantos case challenging the constitutionality of AB 26, all redevelopment agencies in the State were dissolved as of February 1, 2012, including the Redevelopment Agency of the City of Indian Wells (the “Redevelopment Agency”), and successor agencies to the former redevelopment agencies were designated to expeditiously wind down the affairs of the former redevelopment agencies. The City of Indian Wells (the “City”) acts as successor agency to the Redevelopment Agency (the “Successor Agency”).

The primary provisions enacted by ABx1 26 relating to the dissolution and wind down of former redevelopment agency affairs are codified in Parts 1.8 (commencing with Section 34161) and 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code of the State, as amended on June 27, 2012 by Assembly Bill No. 1484 (“AB 1484”), enacted as Chapter 26, Statutes of 2012 (as amended from time to time, the “Dissolution Act”).

Refunding Bonds under the Dissolution Act - Section 34177.5 of the Health & Safety Code, which was added to the Dissolution Act by AB 1484, authorizes the Successor Agency to issue bonds for the purpose of refunding outstanding tax allocation bonds of the Redevelopment Agency or the Successor Agency to provide debt service savings

provided that (A) the total interest cost to maturity on the refunding bonds plus the principal amount of the refunding bonds does not exceed the total remaining interest cost to maturity on the bonds to be refunded plus the remaining principal of the bonds to be refunded, and (B) the principal amount of the refunding bonds does not exceed the amount required to defease the refunded bonds, to establish customary debt service reserves, and to pay related costs of issuance. If the foregoing conditions are satisfied, the initial principal amount of the refunding bonds may be greater than the outstanding principal amount of the bonds to be refunded.

Section 34177.5(h) of the Dissolution Act requires the Successor Agency to make diligent efforts to ensure that the lowest long-term cost financing is obtained, and requires the successor agency to make use of an independent financial advisor in developing financing proposals and to make the work products of the financial advisor available to the Department of Finance at its request.

This report is written by C.M. de Crinis & Co. Inc, which has been engaged as the independent financial advisor to the Successor Agency to analyze the possible refunding of the Successor Agency's outstanding bonds. The bonds that are candidates for refunding are listed herein.

Overview of Bond Refunding Plan

The Successor Agency financing team has identified bonds totaling \$44,330,000 that are current refunding candidates. In 2006, the Redevelopment Agency issued its \$67,805,000 Indian Wells Redevelopment Agency Whitewater Project Area Tax Allocation Bonds, Series 2006 A. The Series 2006 Bonds (the "2006 Refunded Bonds"). currently outstanding total \$45,275,000 of which \$44,330,000 are refundable for savings. The refunding plan is to issue one series of Series 2016 Refunding bonds (the "2016 Refunding Bonds"). The interest cost on the refunding candidates is 4.52%.

The proposed refunding is a current refunding with a first optional call date of 9/1/16. The proceeds of the 2016 Refunding Bonds will be invested in federal securities as permitted in the 2006 Bond Indenture and held in escrow by the Trustee. The federal securities will pay interest and mature to redeem the 2006 Refunded Bonds on the 9/1/16 call date.

The Successor Agency plans to redeem and refund all of the 2006 Refunded Bonds that produce acceptable net present value savings. Section 34177.5(g) provides that any refunding bonds shall be secured by a pledge of, and lien on, and shall be repaid from moneys deposited from time to time in the Successor Agency's Redevelopment Property Tax Trust Fund. The Refunding Bonds will be issued on parity with the Successor Agency's Series 2014 and 2015 subordinate tax allocation bonds.

If savings are insufficient, the Successor Agency may forgo or delay the refinancing. Agency Staff has determined a minimum net present value target of at or near 4% of the bonds refunded. NPV Savings are currently \$4.140 million or over 9% of bonds refunded. The 2006 Bonds can be refunded or repaid at any time after June 1, 2016 upon 30 day notice and are treated as a current refunding.

<u>Bonds Outstanding</u>	<u>Whitewater PA</u>	<u>Final Maturity</u>	<u>Projected Savings</u>	<u>% of Par</u>	<u>Call Date</u>
Series 2006 - Ref Candidates	\$45,275,000	2034	\$5,073,902	11.21%	9/1/2016
Series 2010 (senior bonds)	9,940,000	2034			9/1/2020
Series 2014 A	6,505,000	2022			9/1/2024
Series 2014 A-T	20,390,000	2034			9/1/2024
Series 2015 A	20,575,000	2027			9/1/2025
Total	102,685,000				

<u>Date</u>	<u>Series 2006 Bond DS</u>	<u>Refunding Debt Service</u>	<u>Savings</u>	<u>Present Value to</u>	
				<u>06/03/2016 @ 2.80%</u>	<u>Indian Wells GF @ 4%</u>
9/1/2016	\$1,952,309	177,343	\$0		
9/1/2017	2,956,819	2,587,750	369,069	358,655	14,763
9/1/2018	2,322,619	1,958,550	364,069	343,914	14,563
9/1/2019	2,327,219	1,960,700	366,519	336,627	14,661
9/1/2020	2,326,019	1,961,700	364,319	325,335	14,573
9/1/2021	2,324,219	1,962,500	361,719	314,060	14,469
9/1/2022	2,326,819	1,962,000	364,819	307,973	14,593
9/1/2023	3,163,050	2,801,250	361,800	296,955	14,472
9/1/2024	3,164,013	2,798,250	365,763	291,921	14,631
9/1/2025	3,161,000	2,798,000	363,000	281,710	14,520
9/1/2026	3,160,650	2,795,250	365,400	275,738	14,616
9/1/2027	3,162,750	2,800,000	362,750	266,174	14,510
9/1/2028	5,817,088	5,451,750	365,338	260,667	14,614
9/1/2029	5,810,494	5,448,000	362,494	251,563	14,500
9/1/2030	5,816,025	5,449,750	366,275	247,243	14,651
9/1/2031	5,812,000	5,446,250	365,750	240,122	14,630
9/1/2032	5,818,750	5,452,250	366,500	234,027	14,660
9/1/2033	5,810,375	5,446,750	363,625	225,840	14,545
9/1/2034	5,818,863	5,454,750	364,113	219,907	14,565
	\$ 73,051,078	\$ 64,712,793	\$ 6,563,319	\$ 5,078,431	\$ 262,533

NPV Savings of Bonds	\$ 5,078,431
Net PV Adjustments	\$ (4,529)
Net Present Value Savings	\$ 5,073,902

*Assumes True Interest Cost on 2016 Refunding Bonds at 3.46%

** Assumes 2015/16 ROPS funds September 1, 2016 debt service.

Bond Structure and Credit Considerations

It is proposed that approximately \$38,780,000 in 2016 Refunding Bonds will be issued on a subordinate basis to the \$9,940,000 in outstanding 2010 Bonds. The 2016 Refunding Bonds will be parity to the \$26,895,000 in 2014 Refunding Series A and Series A- T Bonds issued by the Riverside County Financing Authority and parity to the \$20,575,000 in Series 2015 A Bonds issued by the Successor Agency.

The term and repayment dates of the 2016 Refunding Bonds will be identical to the 2006 Refunded Bonds with a final maturity of September 1, 2034. Savings will be proportional in each year. The 2016 Bonds will be issued under a supplemental indenture to the 2014 Indenture. The senior lien is closed to issuance of additional bonds. If the 2010 Bonds are refunded in the future they will be refunded as parity bonds under the 2014 Indenture.

The 2006 Refunded Bonds are currently AMBAC insured and have an AMBAC Bond Reserve Fund Surety Policy. AMBAC's credit rating is below investment grade by Moody's and the Standard & Poor's Rating has been withdrawn. A new debt service reserve fund surety policy will be applied for and will be of benefit to all bond holders. The only viable remaining insurance and reserve fund surety providers, Assured Guarantee Municipal and Build America Mutual high ratings. Their Standard and Poor's ratings are "AA".

It is expected that the 2016 Refunding Bonds will received a rating from Standard & Poor's of "A". This is the current rating on the Series 2014 and Series 2015 parity bonds. The bond rating on the senior lien Series 2010 Bonds is "AA-". The "A" rating will be based on the project area characteristics, debt service coverage of 1.5X and term. The 2016 Refunding Bonds are expected to qualify for bond insurance and a bond reserve fund surety policy. A reserve fund surety policy is essential to the refunding plan.

Process and Timing

The Successor Agency Board and Oversight Board are expected to approve the refinancing at their April 21st and April 22nd 2016 meetings and assuming timely approvals from all agencies, including the State Department of Finance in May or June, the Successor Agency and the Authority anticipate issuing the Refunding Bonds in July of 2016. The 2016 Refunding Bonds will be underwritten by Citigroup Global Markets.

Allocation of Savings

It is expected that reductions in annual debt service will be allocated by the County Auditor to the appropriate taxing entities semi annually as part of the ROPS process. The allocation of RPTTF residuals may be impacted by existing pass through agreements as generally property tax allocation cannot exceed 100% of an entities share of the 1% general property tax. The primary impacted tax entities share of general property taxes, depending on the year, pass thru agreements, and tax rate area, are the Desert Sands Unified School District

with 38 %, the Coachella Valley Water District with 6% and County of Riverside with 36%., County Schools with 4%, College of the Desert with 8%, and Coachella Valley Recreation & Park District with 2 %. It is expected that the City of Indian Wells will receive less than 4% of the annual savings.

NEW ISSUE
BOOK ENTRY ONLY

RATINGS: S&P (Insured): “___” (stable outlook)
S&P (Underlying): “___” (stable outlook)
See “RATINGS”

In the opinion of Jones Hall, A Professional Law Corporation, Bond Counsel, subject, however, to certain qualifications described herein, under existing law, the interest on the Series 2016A Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; provided, however, that for the purposes of computing the alternative minimum tax imposed on certain corporations such interest is required to be taken into account in determining certain income and earnings. Interest on the Series 2016A Bonds is exempt from California personal income taxes. Bond Counsel expresses no opinion regarding other federal or State tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2016A Bonds. See “OTHER INFORMATION– Tax Matters” herein.

\$ _____ *

**Successor Agency to the Indian Wells Redevelopment Agency
Consolidated Whitewater Redevelopment Project Area
Subordinated Tax Allocation Refunding Bonds, Series 2016A**

Dated: Date of Delivery

Due: September 1, as shown below

The Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A (the “Series 2016A Bonds”) are being issued by the Successor Agency to the Indian Wells Redevelopment Agency (the “Successor Agency”) to assist in refinancing certain redevelopment activities with respect to the Consolidated Whitewater Project Area of the Successor Agency (the “Project Area”), as further described herein. The Series 2016A Bonds will be secured and payable under an Indenture of Trust, dated as of May 1, 2014 (the “Original Indenture”) as supplemented and amended by a First Supplemental Indenture of Trust, dated as of August 1, 2015, and a Second Supplemental Indenture of Trust, dated as of July 1, 2016 (as amended, the “Indenture”), each by and between the Successor Agency and MUFG Union Bank, N.A., formerly Union Bank, N.A., as trustee (the “Trustee”). The payments due under Indenture will be secured by a pledge of, security interest in and lien on Pledged Tax Revenues (as defined in the Indenture and described herein) allocated as described herein on parity with the Series 2014 Bonds and Series 2015A Bonds (as defined herein) and subject to certain Pre-Existing Agreements and Senior Bonds (each as defined herein) of the Successor Agency outstanding in the aggregate principal amount of \$_____. The Successor Agency has covenanted not to issue any obligations payable from Tax Increment Revenues (as defined in the Indenture and described herein) on a senior basis to the Series 2016A Bonds. See “SECURITY FOR THE BONDS” herein.

The Series 2016A Bonds are being issued in fully registered form, and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Series 2016A Bonds. Individual purchases of the Series 2016A Bonds may be made in book-entry form only, in denominations of \$5,000 or any integral multiple thereof. Purchasers of interests in the Series 2016A Bonds will not receive certificates from the Successor Agency or the Trustee representing their interest in the Series 2016A Bonds purchased. Interest on the Series 2016A Bonds will be payable semiannually on March 1 and September 1 of each year, commencing _____ 1, 20___. Payments of principal, premium, if any, and interest on the Series 2016A Bonds will be payable by the Trustee, to DTC, which is obligated in turn to remit such principal, premium, if any, and interest to the DTC Participants for subsequent disbursement to the Beneficial Owners of the Series 2016A Bonds, as more fully described herein.

The Series 2016A Bonds are subject to optional redemption prior to maturity as described herein. See “THE SERIES 2016A BONDS – Redemption of the Series 2016A Bonds” herein.

The scheduled payment of principal of and interest on the Series 2016A Bonds maturing on September 1, 20__ through September 1, 20___, inclusive (the “Insured Series 2016A Bonds”) when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Series 2016A Bonds by [BOND INSURER]

[BOND INSURER LOGO]

Series 2016A Bonds are special obligations payable solely from certain payments from the Successor Agency and certain other funds. Neither the City of Indian Wells (the “City”), the County of Riverside (the “County”), the State of California (the “State”) nor any political subdivision thereof, except the Successor Agency, shall be obligated to pay the principal of the Series 2016A Bonds, or the interest thereon, except from the funds described above, and neither the faith and the credit nor the taxing power of the County, the State of California nor any political subdivision thereof is pledged to the payment of the principal of or the interest on the Series 2016A Bonds. The issuance of the Series 2016A Bonds shall not directly, indirectly or contingently obligate the City, the County, the State of California or any political subdivision thereof to levy or pledge any form of taxation whatever therefor or to make any appropriations for their payment. The Successor Agency has no taxing power.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used and not defined on this cover page shall have the meanings set forth herein.

For a discussion of some of the risks associated with a purchase of the Series 2016A Bonds, see “BOND OWNERS’ RISKS” herein.

* Preliminary, subject to change.

MATURITY SCHEDULE
See inside front cover

The Series 2016A Bonds are offered when, as and if issued, subject to the approval of their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel. Certain disclosure matters will be passed upon for the Successor Agency by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, as Disclosure Counsel. Certain matters will be passed upon for the Successor Agency by the City Attorney, Best Best & Krieger LLP, as general counsel to the Successor Agency, and for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Series 2016A Bonds will be available for delivery in definitive form on or about July __, 2016.

Citigroup

Dated: July __, 2016

\$ _____
**Successor Agency to the Indian Wells Redevelopment Agency
Consolidated Whitewater Redevelopment Project Area
Subordinated Tax Allocation Refunding Bonds, Series 2016A**

MATURITY SCHEDULES

**Series 2016A Bonds
(Base CUSIP[†] No.: 45454R)**

<u>Maturity Date (September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP[†]</u>
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* Priced to optional redemption date at par on September 1, 20__.

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**INDIAN WELLS SUCCESSOR AGENCY
CITY COUNCIL**

Dana Reed, *Mayor*
Richard Balocco, *Mayor Pro-Tem*
Douglas Hanson, *Council Member*
Ted J. Mertens, *Council Member*
Ty Peabody, *Council Member*

SUCCESSOR AGENCY/CITY STAFF

Wade G. McKinney, *City Manager*
Kevin McCarthy, *Finance Director*
Best Best & Krieger LLP, *City Attorney and General Counsel to the Successor Agency*

SPECIAL SERVICES

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Los Angeles, California

Bond Counsel

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San Francisco, California

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Los Angeles, California

Financial Advisor

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Glendale, California

Fiscal Consultant

Urban Analytics, LLC
San Francisco, California

Verification Agent

Causey Demgen & Moore P.C.
Denver, Colorado

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the Successor Agency to give any information or to make any representations in connection with the offer or sale of the Series 2016A Bonds other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2016A Bonds by any person, in any jurisdiction where such offer, solicitation or sale would be unlawful.

The information set forth herein has been obtained from sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the Successor Agency. Neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Successor Agency since the date hereof. The information and expressions of opinion stated herein are subject to change without notice.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking” statements within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the words “expects,” “forecasts,” “projects,” “intends,” “anticipates,” “estimates,” “assumes” and analogous expressions. The achievement of certain results or other expectations contained in such forward-looking statements are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those that have been projected. No assurance is given that actual results will meet the forecasts of the Successor Agency in any way, regardless of the optimism communicated in the information, and such statements speak only as of the date of this Official Statement. The Successor Agency disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any changes in the expectations of the Successor Agency with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

All summaries of the Indenture (as defined herein) and of statutes and other documents referred to herein do not purport to be comprehensive or definitive and are qualified in their entireties by reference to each such statute and document. This Official Statement, including any amendment or supplement hereto, is intended to be deposited with one or more depositories. This Official Statement does not constitute a contract between any Owner of a Series 2016A Bond and the Successor Agency.

The issuance and sale of the Series 2016A Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, for the issuance and sale of municipal securities.

The Underwriter have provided the following sentence for inclusion in this Official Statement: The Underwriter have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter do not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR AFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2016A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE 2016A BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES LOWER THE PUBLIC OFFERING PRICE STATED ON THE INSIDE COVER PAGE HEREOF. THE OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

[Bond Insurer Name] (“[Bond Insurer]”) makes no representation regarding the Series 2016A Bonds or the advisability of investing in the Series 2016A Bonds. In addition, [Bond Insurer] has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding [Bond Insurer] supplied by [Bond Insurer] and presented under the heading “BOND INSURANCE” and APPENDIX I – “SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”

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**Successor Agency to the Indian Wells Redevelopment Agency
Consolidated Whitewater Redevelopment Project Area
Subordinated Tax Allocation Refunding Bonds, Series 2016A**

INTRODUCTION

This Introduction is subject in all respects to the more complete information contained elsewhere in this Official Statement and the offering of the Series 2016A Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used and not defined in this Introduction shall have the meanings assigned to them elsewhere in this Official Statement.

General

This Official Statement, including the cover page, inside cover page and appendices hereto, provides information in connection with the issuance by the Successor Agency to the Indian Wells Redevelopment Agency (the “Successor Agency”) of its Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A (the “Series 2016A Bonds”). The Series 2016A Bonds are being issued to assist in refinancing certain redevelopment activities with respect to the Consolidated Whitewater Project Area of the Successor Agency (the “Project Area”), as further described herein.

The Series 2016A Bonds will be secured and payable under an Indenture of Trust, dated as of May 1, 2014 (the “Original Indenture”) as supplemented and amended by a First Supplemental Indenture of Trust, dated as of August 1, 2015, and a Second Supplemental Indenture of Trust, dated as of July 1, 2016 (as amended, the “Indenture”), each by and between the Successor Agency and MUFG Union Bank, N.A., formerly Union Bank, N.A., as trustee (the “Trustee”). The payments due under Indenture will be secured by a pledge of, security interest in and lien on Pledged Tax Revenues (as defined in the Indenture and described herein) allocated as described herein on parity with the Series 2014 Bonds and Series 2015A Bonds (as defined herein) and subject to certain Pre-Existing Agreements and Senior Bonds (as defined below) of the Successor Agency outstanding in the aggregate principal amount of \$_____. As defined in the Indenture, the term “Pre-Existing Agreements” means the contractual and statutory obligations secured by a lien on Tax Increment Revenues superior to the lien securing the Senior Bonds, namely, the Pass-Through Agreements (as defined herein). The Successor Agency has covenanted not to issue any obligations payable from Tax Increment Revenues, described herein, on a senior basis to the Series 2016A Bonds. See “SECURITY FOR THE BONDS” herein.

Purpose

The Series 2016A Bonds are being issued to refund, on a current basis, [all] of the outstanding [a portion] of the Indian Wells Redevelopment Agency Consolidated Whitewater Project Area Tax Allocation Bonds, Series 2006A, of which \$_____ is currently outstanding (the “Series 2006A Bonds”). Proceeds of the Series 2016A Bonds will additionally be applied to fund the premium for a debt service reserve surety bond for the reserve account for the Bonds, and to pay costs of issuance of the Series 2016A Bonds, including the premium for the Policy and the 2016 Reserve Policy (as such terms are defined below). See “PLAN OF REFUNDING” and “ESTIMATED SOURCES AND USES OF FUNDS” herein. The maturities of the Series 2006A Bonds refunded are defined herein as the “Refunded Bonds.”

* Preliminary, subject to change.

The Series 2006A Bonds were issued pursuant to a Fiscal Agent Agreement, dated as of September 1, 1992, between the Former Agency (as defined herein) and Bank of America National Trust and Savings Association, as succeeded by the Fiscal Agent (as amended, the “Fiscal Agent Agreement”).

The City

The City of Indian Wells (the “City”) is located in the Coachella Valley in eastern Riverside County (the “County”), 20 miles southeast of Palm Springs and 120 miles southeast of Los Angeles. The City is traversed by State Highway 111, which connects the Coachella Valley desert communities to Interstate 10. For many years the region has been popular with vacationers and retirees because of the dry desert climate, resort amenities, and close proximity to population centers in Los Angeles, Orange County, and San Diego, all of which are within approximately two hours driving time. The City was incorporated as a general law city on July 14, 1967. Subsequently, upon the approval of the voters on November 5, 2002, the City became a charter city. The 2015 permanent population is 5,194. For certain information regarding the City, see APPENDIX B – “GENERAL INFORMATION CONCERNING THE CITY OF INDIAN WELLS.”

The Successor Agency

As described below, the Successor Agency has succeeded to certain rights of the Indian Wells Redevelopment Agency (the “Former Agency”). The Former Agency was activated by the City Council (the “City Council”) of the City in 1981, to exercise the powers granted by the California Community Redevelopment Law (Sections 33000 *et seq.* of the California Health and Safety Code) (the “Redevelopment Law”).

Pursuant to California legislation enacted in 2011 and 2012 and most recently in 2014 (as more fully described herein, the “Dissolution Act”), redevelopment agencies in California, including the Former Agency, were dissolved, and with certain exceptions, could no longer conduct redevelopment activities. The Successor Agency, however, is authorized to continue to refinance existing bonds in order to achieve a savings in debt service. See “–The Project Area” below. Additional amendments constituting a portion of the Dissolution Act resulted from the enactment of Senate Bill No. 107 (“SB 107”) (Chapter 325, Statutes of 2015), which became effective on September 22, 2015. See also “SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY” for a discussion of the Dissolution Act, the formation of the Successor Agency and the current powers, and limitations thereon, of the Successor Agency.

The Project Area

The Redevelopment Plan for the Project Area (as amended, the “Redevelopment Plan”) was adopted by the City Council on July 15, 1982. The Project Area represents approximately 80% of the City’s total acreage. Tax Increment Revenues (as defined in the Indenture and described herein) are generated from approximately 3,327 acres of the Project Area. See “THE CONSOLIDATED WHITEWATER PROJECT AREA.”

Under the Dissolution Act, the Series 2016A Bonds will be secured by a pledge of, and payable from Pledged Tax Revenues (as defined in the Indenture and described herein) consisting mainly of moneys deposited from time to time in a Redevelopment Property Tax Trust Fund held and administered by the Office of the Auditor Controller of the County of Riverside (the “County Auditor-Controller”) with respect to the Successor Agency (the “Redevelopment Property Tax Trust Fund” or “RPTTF”). DISCUSSIONS HEREIN REGARDING TAX INCREMENT REVENUES OR PLEDGED TAX REVENUES NOW REFER TO THOSE MONEYS DEPOSITED BY THE COUNTY AUDITOR-CONTROLLER INTO THE REDEVELOPMENT PROPERTY TAX TRUST FUND EQUAL TO SUCH TAX REVENUES. The Dissolution Act authorizes the issuance of bonds by a successor agency to make payments under certain

enforceable obligations, which bonds may be secured by a pledge of property tax increment with the same legal effect as if the Series 2016A Bonds had been issued prior to the Dissolution Act, in full conformity with the applicable provisions of the Redevelopment Law that existed prior to that date. See “SECURITY FOR THE BONDS – Tax Revenues Allocable to the Successor Agency.”

Authority for Issuance of the Series 2016A Bonds

The Series 2016A Bonds are being issued by the Successor Agency pursuant to the provisions of the Dissolution Act, the Redevelopment Law and Article 11 (commencing with Section 53588) of Chapter 3 of Part 1 of Division 2 of the Government Code of the State of California.

The Series 2016A Bonds will be payable from and secured by, designated property tax (formerly tax increment revenues) related to the Project Area (the Pledged Tax Revenues herein), which will include, moneys deposited, from time to time, in the RPTTF on a parity with the Series 2014 Bonds and the Series 2015A Bonds and on a subordinate basis to, among other items, Pre-Existing Agreements and outstanding Senior Bonds, described herein, each as more fully described herein. See “SECURITY FOR THE BONDS.”

The issuance of the Series 2016A Bonds was subject to approvals under the Dissolution Act, of the Successor Agency’s Oversight Board, as described below, and the Department of Finance of the State of California (the “State Department of Finance”). All such approvals have been obtained. See “SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY.” The Successor Agency approved the issuance of the Series 2016A Bonds by resolution adopted on April __, 2016. The Oversight Board for the Successor Agency approved the issuance of the Series 2016A Bonds by the Successor Agency by resolution adopted on April __, 2016. The State Department of Finance released its letter approving the Oversight Board Resolution approving the issuance of the Series 2016A Bonds on _____, 2016. The Series 2016A Bonds are being issued by the Successor Agency pursuant to the provisions of the Dissolution Act. The Series 2016A Bonds are being issued by the Successor Agency pursuant to the provisions of the Dissolution Act and Article 11 (commencing with Section 53588) of Chapter 3 of Part 1 of Division 2 of the Government Code of the State of California.

Pursuant to, and as indebtedness under, the Indenture, the Successor Agency has previously issued the following tax allocation refunding bonds, payable from moneys deposited, from time to time, in the RPTTF on a parity with the Series 2016A Bonds, designated as \$6,505,000 Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2014A (the “Series 2014A Bonds”), \$27,480,000 Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Taxable Tax Allocation Refunding Bonds, Series 2014 A-T (the “Series 2014 A-T Bonds,” and together with the Series 2014A Bonds, the “Series 2014 Bonds”), and \$20,575,000 Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2015A (the “Series 2015A Bonds”). The net proceeds of the Series 2014 Bonds and the Series 2015A Bonds were applied to refund certain then outstanding bonds and indebtedness of the Successor Agency. The Series 2014 Bonds were sold to the Riverside County Public Financing Authority in connection with its issuance of 2014 Tax Allocation Revenue Bonds (Indian Wells Refunding Project). The Series 2014 Bonds, the Series 2015A Bonds, the Series 2016A Bonds and any Parity Debt issued as Bonds are referred to collectively as, the “Bonds.”

The Series 2016A Bonds will be payable from and secured by, designated property tax (formerly tax increment revenues) related to the Project Area, which will include, moneys deposited, from time to time, in the RPTTF on a parity with the Series 2014 Bonds and the Series 2015A Bonds and on a subordinate basis to outstanding Senior Bonds, described herein, as provided in the California Health and Safety Code

as more fully described herein. Collectively, such tax increment revenues subject to a pledge under Indenture are referred to herein as “Pledged Tax Revenues.” See “SECURITY FOR THE BONDS.”

Previous descriptions of the source of payment and security for the Series 2014 Bonds and the Series 2015A Bonds included summary descriptions of time and financial limitations applicable to the Project Area, which limits are no longer applicable to the repayment of principal of and interest on the Bonds. SB 107, which became effective September 22, 2015, amended the Dissolution Act to provide that the time limits for receiving property tax revenues and the limitation on the amount of property tax revenues that may be received by the Former Agency and the Successor Agency set forth in the Redevelopment Plan are not effective for purposes of paying the Successor Agency’s enforceable obligations such as the Senior Bonds, the Series 2016A Bonds and Parity Debt. Accordingly, the projections set forth in this Official Statement and in the Fiscal Consultant’s Report attached to this Official Statement as Appendix A were prepared without regard to the time and financial limitations set forth in the Redevelopment Plan.

Terms of the Series 2016A Bonds

The Series 2016A Bonds will be issued in denominations of \$5,000 and any integral multiple thereof (the “Authorized Denominations”). The Series 2016A Bonds will be dated their date of delivery and are payable with respect to interest semiannually each March 1 and September 1, commencing on _____ 1, 20__.

The Series 2016A Bonds will be delivered in fully-registered form only, and when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2016A Bonds. Ownership interests in the Series 2016A Bonds may be purchased in book-entry form only. Principal of and interest on the Series 2016A Bonds will be paid by the Trustee to DTC or its nominee, which will in turn remit such payments to its Participants (defined herein) for subsequent disbursement to the Owners of the Series 2016A Bonds. See APPENDIX G – “DTC AND BOOK-ENTRY ONLY SYSTEM” attached hereto.

The Series 2016A Bonds are subject to redemption prior to maturity, as described herein. See “THE SERIES 2016A BONDS – Redemption of the Series 2016A Bonds” herein.

Security for the Bonds

The Series 2016A Bonds will be secured by a lien on and pledge of Pledged Tax Revenues on a parity with the Series 2014 Bonds and the Series 2015A Bonds. Under the Indenture, “Pledged Tax Revenues” is defined to mean the portion of the monies deposited from time to time in the RPTTF as provided in paragraph (2) of subdivision (a) of Section 34183 of the California Health and Safety Code that are equal to that portion of taxes levied upon taxable property in the Project Area and received by the Successor Agency, pursuant to Article 6 of Chapter 6 of the Redevelopment Law and Section 16 of Article XVI of the Constitution of the State, including all payments, subventions and reimbursements (if any) to the Successor Agency specifically attributable to *ad valorem* taxes lost by reason of tax exemptions and tax rate limitations, but excluding (i) amounts of such taxes required to be paid by the Successor Agency to pay Pre-Existing Agreements, (ii) amounts required to be paid to taxing entities pursuant to Sections 33607.5 and 33607.7 of the Redevelopment Law, and (iii) the Tax Revenues required to pay debt service on the Senior Bonds. In accordance with the Dissolution Act, the Bonds and Parity Bonds shall be payable from and secured by, and Pledged Tax Revenues shall include, subject to the exclusions above, moneys deposited, from time to time, in the RPTTF as provided in paragraph (2) of subdivision (a) of California Health and Safety Code Section 34183. If, and to the extent, that the provisions of Section 34172 or paragraph (2) of subdivision (a) of Section 34183 are invalidated by a final judicial decision, then Pledged Tax Revenues shall include all tax revenues allocated to the payment of indebtedness pursuant to Health &

Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of tax increment revenues in accordance with Article XVI, Section 16 of the California Constitution, subject to the exclusions set forth above. The Indenture defines “Tax Revenues” to mean the Tax Increment Revenues, exclusive of amounts required to pay or otherwise provide for Pre-Existing Agreements and “Tax Increment Revenues” to mean all taxes allocated and paid to the Successor Agency pursuant to Article 6 of the Redevelopment Law and Section 16 of Article XVI of the Constitution of the State of California, and as provided in the Redevelopment Plan, including all payments and reimbursements, if any, to the Successor Agency specifically attributable to *ad valorem* taxes lost by reason of tax exemptions and tax rate limitations.

Prior to the enactment of the Dissolution Act, the Redevelopment Law authorized the financing of redevelopment projects through the use of tax increment revenues. This method provided that the taxable valuation of the property within a redevelopment project area on the property tax roll last equalized prior to the effective date of the ordinance which adopts the redevelopment plan becomes the base year valuation. Assuming the taxable valuation never drops below the base year level, the taxing agencies thereafter received that portion of the taxes produced by applying then current tax rates to the base year valuation, and the redevelopment agency was allocated the remaining portion produced by applying then current tax rates to the increase in valuation over the base year. Such incremental tax revenues allocated to a redevelopment agency were authorized to be pledged to the payment of agency obligations. Tax Increment Revenues consist of a portion of such incremental tax revenues. See “SECURITY FOR THE BONDS – Tax Increment Revenues.”

The Series 2016A Bonds are special obligations payable solely from certain payments from the Successor Agency and certain other funds. Neither the City, the County, the State of California (the “State”) nor any political subdivision thereof, except the Successor Agency, shall be obligated to pay the principal of the Series 2016A Bonds, or the interest thereon, except from the funds described above, and neither the faith and the credit nor the taxing power of the County, the State of California nor any political subdivision thereof is pledged to the payment of the principal of or the interest on the Series 2016A Bonds. The issuance of the Series 2016A Bonds shall not directly, indirectly or contingently obligate the City, the County, the State of California or any political subdivision thereof to levy or pledge any form of taxation whatever therefor or to make any appropriations for their payment. The Successor Agency has no taxing power. See APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” attached hereto.

Outstanding Senior Bonds. As more fully described under “SECURITY FOR THE BONDS,” the Successor Agency has certain outstanding Senior Bonds secured by Tax Increment Revenues which are currently outstanding in an aggregate principal amount of \$_____. See “ESTIMATED REVENUES AND BOND RETIREMENT” herein. The Successor Agency has covenanted to not issue any additional bonds payable from Tax Increment Revenues senior to the Series 2016A Bonds.

Municipal Bond Insurance and Reserve Fund Surety

Concurrently with the issuance of the Series 2016A Bonds, [Bond Insurer Name] (“[Bond Insurer]”) will issue its Municipal Bond Insurance Policy (the “Policy”) guaranteeing the scheduled payment of principal of and interest on the Series 2016A Bonds maturing on September 1, 20__ through September 1, 20__, inclusive (the “Insured Series 2016A Bonds”) when due as set forth in the form of the Policy included as APPENDIX I – “SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”

In order to further secure the payment of the principal of and interest on the Series 2016A Bonds, the Series 2016 Subaccount of the Reserve Account will be funded by the purchase of a Municipal Bonds Debt Service Reserve Fund Insurance Policy (the “2016 Reserve Policy”) issued by [Bond Insurer] in an amount to provide coverage equal to the Reserve Requirement for the Series 2016A Bonds. The 2016

Reserve Policy will secure the Series 2016A Bonds. The initial Reserve Requirement for the Series 2016A Bonds is the amount of \$_____. See “SECURITY FOR THE BONDS – Security for the Bonds – *Municipal Bond Debt Service Reserve Insurance Policy.*” and APPENDIX H – “FORM OF DEBT SERVICE RESERVE FUND POLICY.” The 2016 Reserve Policy is not available to secure the payment of the principal of and interest on the Series 2014 Bonds, the Series 2015 Bonds or any other series of Bonds or Parity Debt.

In connection with the delivery of the Series 2014 Bonds, the Series 2014 Subaccount of the Reserve Account was funded by the purchase of a Municipal Bonds Debt Service Reserve Fund Insurance Policy (the “2014 Reserve Policy”) issued by Assured Guaranty Municipal (“AGM”) in an amount equal to the Reserve Requirement for the Series 2014 Bonds as defined in the Indenture. The 2014 Reserve Policy secures the Series 2014 Bonds in the amount of \$4,462,503, equal to the initial Reserve Requirement for the Series 2014 Bonds. See “SECURITY FOR THE BONDS – Security for the Bonds – *Municipal Bond Debt Service Reserve Insurance Policy.*” The 2014 Reserve Policy is not available to secure the payment of the principal of and interest on the Series 2015A Bonds, the Series 2016A Bonds, or any other series of Bonds or Parity Debt.

In connection with the delivery of the Series 2015A Bonds, the Series 2015A Bonds, the Series 2015 Subaccount of the Reserve Account was funded by the purchase of a Municipal Bonds Debt Service Reserve Fund Insurance Policy (the “2015 Reserve Policy”) issued by AGM in in the amount of \$2,558,250, equal to the Reserve Requirement for the Series 2015A Bonds. The 2015 Reserve Policy will secure the Series 2015A Bonds. See “SECURITY FOR THE BONDS – Security for the Bonds – *Municipal Bond Debt Service Reserve Insurance Policy.*” The 2015 Reserve Policy is not available to secure the payment of the principal of and interest on the Series 2014 Bonds, the Series 2016A Bonds or any other series of Bonds or Parity Debt.

Professionals Involved in the Offering

MUFG Union Bank, N.A., formerly Union Bank, N.A., Los Angeles, California, will act as trustee with respect to the Series 2016A Bonds under the Indenture.

C. M. de Crinis & Co., Inc., Glendale, California, has acted as Financial Advisor to the Successor Agency and the Successor Agency in the structuring and presentation of the financing.

Urban Analytics, LLC, San Francisco, California, has acted as Fiscal Consultant to the Successor Agency and has prepared an analysis of taxable values and tax increment revenues in the Project Area. See APPENDIX A – “FISCAL CONSULTANT REPORT” herein.

All proceedings in connection with the issuance of the Series 2016A Bonds are subject to the approval of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel. Orrick, Herrington & Sutcliffe LLP is acting as Disclosure Counsel. Certain legal matters will be passed on for the Successor Agency by the City Attorney, Best Best & Krieger LLP, as general counsel to the Successor Agency, and for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. Bond Counsel, Disclosure Counsel and Underwriter’s Counsel undertake no responsibility for the accuracy, completeness or fairness of this Official Statement. The fees and expenses of the Financial Advisor, Bond Counsel, Disclosure Counsel and Underwriter’s Counsel are contingent upon the sale and delivery of the Series 2016A Bonds.

Continuing Disclosure

With respect to continuing disclosure, the Successor Agency will prepare and provide annual updates of the information contained in the tables included in this Official Statement with respect to property tax revenues, collections, any material delinquencies, principal taxpayers, and notices of enumerated events required under the Continuing Disclosure Certificate. Initially, the Successor Agency will act as Dissemination Agent and will ensure that the annual reports and notices are filed with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system (“EMMA”). See the caption “OTHER INFORMATION – Continuing Disclosure” and APPENDIX F – “FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

Reference to Underlying Documents

Brief descriptions of the Series 2016A Bonds, the Indenture, the Successor Agency, the Project Area and other related information are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. The summaries of and references to all documents, statutes, reports and other instruments referred to herein is qualified in its entirety by reference to such document, statute, report or instrument, copies of which are all available for inspection at the offices of the Successor Agency. Certain capitalized terms used and not defined herein shall have the meaning given to those terms in APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” attached hereto.

PLAN OF REFUNDING

Net proceeds of the Series 2016A Bonds, together with other available moneys, will be applied to prepay and refund all of the outstanding Indian Wells Redevelopment Agency Consolidated Whitewater Project Area Tax Allocation Bonds, Series 2006A (the Refunded Bonds herein), currently outstanding in the principal amount of \$45,275,000. The following table details the Refunded Bonds.

Maturity Date (September 1)	Principal Amount	Interest Rate
2016	\$ 945,000	4.000%
2017	980,000	4.000
2018	385,000	4.000
2019	405,000	4.000
2020	420,000	4.000
2021	435,000	4.000
2022	455,000	4.125
2023	1,310,000	4.125
2024	1,365,000	4.250
2025	1,420,000	4.250
2026	1,480,000	4.250
2027	1,545,000	4.250
2028	4,265,000	4.375
2029	4,445,000	4.375
2032	14,570,000	4.500
2034	10,850,000	4.750
	<u>\$45,275,000</u>	

On the date of issuance of the Series 2016A Bonds, a portion of the proceeds thereof, together with other available moneys, will be deposited in a special trust fund for the Refunded Bonds, to be held in trust by MUFG Union Bank, N.A., as prior trustee, in accordance with those Irrevocable Refunding Instructions with respect to the Refunded Bonds dated July __, 2016 (the “Instructions”). The Successor Agency expects

to apply remaining amounts in the aggregate amount of \$_____ currently on deposit under the Fiscal Agent Agreement for the Refunded Bonds in accordance with the Instructions. Such funds on hand and proceeds deposited into the Bond Fund pursuant to the Instructions will be invested in U.S. Treasury securities, with the remainder held uninvested, and applied to pay the scheduled principal of and interest on the Refunded Bonds through September 1, 2016, and the redemption price of all of the Refunded Bonds on September 1, 2016, at a redemption price equal to 100% of their principal amount as specified in the Instructions, plus accrued interest. See “ESTIMATED SOURCES AND USES OF FUNDS.” Upon deposit of such proceeds and other moneys into the bond funds, the Refunded Bonds will no longer be deemed outstanding.

The moneys and securities held in accordance with the Instructions are pledged to the payment of the Refunded Bonds. Moneys deposited and in accordance with the Instructions are not available to pay principal of or interest on the Series 2016A Bonds or other outstanding bonds of the Successor Agency.

See “ESTIMATED SOURCES AND USES OF FUNDS” below. See also “OTHER INFORMATION – Verification of Mathematical Accuracy” below.

ESTIMATED SOURCES AND USES OF FUNDS

Set forth below are the estimated sources and uses of proceeds of the Series 2016A Bonds.

<u>Sources:</u>	
Par Amount of Series 2016A Bonds	
Net Original Issue Premium (Discount)	
Amounts Released from accounts of Refunded Bonds	
TOTAL SOURCES	
 <u>Uses:</u>	
Deposit to Redemption Fund	
Costs of Issuance ⁽¹⁾	
TOTAL USES:	

⁽¹⁾ Includes premiums for the Policy and the 2016 Reserve Policy, Underwriter’s discount, legal fees, printing, rating agency fees and expenses, fees of the Financial Advisor, fees of the Fiscal Consultant, and other issuance costs of the Series 2016A Bonds.

ANNUAL DEBT SERVICE REQUIREMENTS OF THE BONDS

The following table provides the annual debt service requirements of the Senior Bonds, Parity Debt, and the Series 2016A Bonds.

Fiscal Year Ended (Sept. 1)	Senior Bonds	Parity Debt	Series 2016A Bonds*			Annual Total*
			Principal	Interest	Total	
2016	\$ 3,734,165	\$ 6,336,403	--	\$ 180,554	\$ 180,554	\$ 10,251,122
2017	776,546	6,297,438	\$ 740,000	1,911,750	2,651,750	9,725,734
2018	777,946	6,796,707	120,000	1,896,950	2,016,950	9,591,604
2019	778,746	6,788,902	130,000	1,893,350	2,023,350	9,590,998
2020	778,576	6,788,373	135,000	1,888,150	2,023,150	9,590,100
2021	777,214	6,792,782	140,000	1,882,750	2,022,750	9,592,746
2022	774,714	6,790,372	150,000	1,875,750	2,025,750	9,590,835
2023	776,039	2,553,250	990,000	1,868,250	2,858,250	6,187,539
2024	776,464	2,558,250	1,040,000	1,818,750	2,858,750	6,193,464
2025	780,420	2,553,000	1,090,000	1,766,750	2,856,750	6,190,170
2026	777,620	2,557,750	1,145,000	1,712,250	2,857,250	6,192,620
2027	773,245	2,556,750	1,205,000	1,655,000	2,860,000	6,189,995
2028	772,895	--	3,920,000	1,594,750	5,514,750	6,287,645
2029	780,645	--	4,110,000	1,398,750	5,508,750	6,289,395
2030	771,645	--	4,320,000	1,193,250	5,513,250	6,284,895
2031	776,645	--	4,530,000	977,250	5,507,250	6,283,895
2032	769,260	--	4,765,000	750,750	5,515,750	6,285,010
2033	780,600	--	4,995,000	512,500	5,507,500	6,288,100
2034	773,588	--	5,255,000	262,750	5,517,750	6,291,338
2035	--	--	--	--	--	--
Total	\$17,706,973	\$59,369,977	\$38,780,000	\$27,040,254	\$65,820,254	\$142,897,204

Note: Totals may not tie due to rounding.

THE SERIES 2016A BONDS

General

The Series 2016A Bonds will be dated as of the date of original delivery (the “Closing Date”), will bear interest at the rates per annum and will mature on the dates and in the amounts set forth on the inside cover page hereof. The Series 2016A Bonds will be issued in fully registered form, without coupons, in the denomination of \$5,000 each or any integral multiple thereof. Interest on the Series 2016A Bonds is payable semiannually on March 1 and September 1 of each year, commencing _____ 1, 20__ (each an “Interest Payment Date”). Principal of and premium, if any, on the Series 2016A Bonds is payable upon the surrender thereof at the corporate trust office of the Trustee in Los Angeles, California. Interest will be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the registered owners as of the fifteenth day of the month preceding the Interest Payment Date (the “Record Date”). At the written request of an Owner of either the Series 2016A Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Trustee as of any Record Date, interest on the

* Preliminary, subject to change

applicable Series 2016A Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account within the United States of America as shall be specified in such written request (any such written request shall remain in effect until rescinded in writing by the Owner). The principal of and premium (if any) on the Series 2016A Bonds shall be payable in lawful money of the United States of America by check or draft of the Trustee upon presentation and surrender thereof at the Office of the Trustee.

Notwithstanding the foregoing, while the Series 2016A Bonds are held in the book-entry only system of DTC, all such payments of principal, interest and premium, if any, will be made to Cede & Co. as the registered owner of the Series 2016A Bonds, for subsequent disbursement to Participants and beneficial owners. See APPENDIX G – “DTC AND BOOK-ENTRY SYSTEM.”

Redemption of the Series 2016A Bonds

Optional Redemption. The Series 2016A Bonds maturing on and after September 1, 20__ shall be subject to redemption prior to their maturity at the option of the Successor Agency on or after September 1, 20__, as a whole or in part on any date, from funds derived by the Successor Agency from any source and deposited with the Trustee not later than the date of redemption, at a redemption price equal to the principal amount of Series 2016A Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

Notice of Redemption. The Trustee on behalf and at the expense of the Successor Agency shall mail (by first class mail, postage prepaid) notice of any redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, to (i) the Owners of any Series 2016A Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to one or more Information Services designated in a Written Request of the Successor Agency delivered to the Trustee (by any means acceptable to such depositories and services in substitution of first class mail); provided, however, that such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Series 2016A Bonds or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall, if applicable, designate the CUSIP number of the Series 2016A Bonds to be redeemed, shall state the individual number of each Series 2016A Bond to be redeemed or state that all Series 2016A Bonds between two stated numbers (both inclusive) or shall state that all of the Series 2016A Bonds Outstanding of one or more maturities are to be redeemed, and shall require that such Series 2016A Bonds be then surrendered at the Trust Office for redemption at the said redemption price, giving notice also that further interest on the Series 2016A Bonds to be redeemed will not accrue from and after the date fixed for redemption.

The Successor Agency shall have the right to rescind any optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any such notice of optional redemption shall be canceled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series 2016A Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Successor Agency and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Partial Redemption of Series 2016A Bonds. In the event only a portion of any Series 2016A Bond is called for redemption, then upon surrender thereof the Successor Agency shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Successor Agency, a new Series

2016A Bond or Bonds of the same interest rate and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series 2016A Bond to be redeemed.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Series 2016A Bonds so called for redemption shall have been duly deposited with the Trustee, such Series 2016A Bonds so called shall cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

SECURITY FOR THE BONDS

Special Obligations

The Series 2016A Bonds will be special obligations of the Successor Agency and are payable, as to interest thereon and principal thereof, exclusively from the Pledged Tax Revenues and funds on deposit in certain funds and account established under Indenture, allocated as described herein on parity with the Series 2014 Bonds and Series 2015A Bonds, and the Successor Agency is not obligated to pay such principal and interest except from such Pledged Tax Revenues. Series 2016A Bonds are special obligations payable solely from certain payments from the Successor Agency and certain other funds. Neither the City, the County, the State of California (the "State") nor any political subdivision thereof, except the Successor Agency, shall be obligated to pay the principal of the Series 2016A Bonds, or the interest thereon, except from the funds described above, and neither the faith and the credit nor the taxing power of the County, the State of California nor any political subdivision thereof is pledged to the payment of the principal of or the interest on the Series 2016A Bonds. The issuance of the Series 2016A Bonds shall not directly, indirectly or contingently obligate the City, the County, the State of California or any political subdivision thereof to levy or pledge any form of taxation whatever therefor or to make any appropriations for their payment. The Successor Agency has no taxing power.

Tax Increment Financing Generally

Prior to the Dissolution Act, the Redevelopment Law authorized the financing of redevelopment projects through the use of tax revenues. This financing mechanism provides that the taxable valuation of the property within a project area on the property tax roll last equalized prior to the effective date of the ordinance that adopts the redevelopment plan becomes the base year valuation. Thereafter, the increase in taxable valuation becomes the increment upon which taxes are levied and allocated to the applicable agency. Redevelopment agencies have no authority to levy property taxes, but must instead look to this allocation of tax revenues to finance their activities.

Under the Redevelopment Law and Section 16 of Article XVI of the State Constitution, taxes on all taxable property in a project area levied by or for the benefit of the State, any city, county, city and county, district or other public corporation (the "Taxing Agencies") when collected are divided as follows:

- (i) An amount each year equal to the amount that would have been produced by the then current tax rates applied to the assessed valuation of such property within the project area last equalized prior to the effective date of the ordinance approving the redevelopment plan, plus the portion of the levied taxes in excess of the foregoing amount sufficient to pay debt service on any voter-approved bonded indebtedness of the respective Taxing Agencies incurred for the acquisition or improvement of real property and approved on or after January 1, 1989, is paid into the funds of the respective Taxing Agencies; and

(ii) That portion of the levied taxes in excess of the amount described in paragraph (i) is deposited into a special fund of the applicable redevelopment agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness incurred by, such agency to finance or refinance activities in or related to such project area.

That portion of the levied taxes described in paragraph (ii) above, less amounts deducted pursuant to Section 34183(a) of the Dissolution Act for permitted administrative costs of the County Auditor-Controller, constitute the amounts required under the Dissolution Act to be deposited by the County Auditor-Controller into the RPTTF. In addition, Section 34183 of the Dissolution Act effectively eliminates the “on and after January 1, 1989” reference from paragraph (i) above.

Pledged Tax Revenues

In accordance with the Dissolution Act, the Bonds and Parity Bonds shall be payable from and secured by, and Pledged Tax Revenues shall include, subject to the exclusions above, moneys deposited, from time to time, in the RPTTF as provided in paragraph (2) of subdivision (a) of California Health and Safety Code Section 34183 as more fully described below. If, and to the extent, that the provisions of Section 34172 or paragraph (2) of subdivision (a) of Section 34183 are invalidated by a final judicial decision, then Pledged Tax Revenues shall include all tax revenues allocated to the payment of indebtedness pursuant to Health & Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of tax increment revenues in accordance with Article XVI, Section 16 of the California Constitution, subject to the exclusions set forth above. The Indenture defines “Tax Revenues” to mean the Tax Increment Revenues, exclusive of amounts required to pay or otherwise provide for Pre-Existing Agreements and “Tax Increment Revenues” to mean all taxes allocated and paid to the Successor Agency pursuant to Article 6 of the Redevelopment Law and Section 16 of Article XVI of the Constitution of the State of California, and as provided in the Redevelopment Plan, including all payments and reimbursements, if any, to the Successor Agency specifically attributable to *ad valorem* taxes lost by reason of tax exemptions and tax rate limitations.

Tax Sharing

The Redevelopment Law authorized redevelopment agencies to make payments to school districts and other taxing agencies to alleviate any financial burden or detriments to such taxing agencies caused by a redevelopment project. The Former Agency entered into agreements with seven taxing entities regarding payments under Section 33401 (the “Pass-Through Agreements”). Additionally, Sections 33607.5 and 33607.7 of the Redevelopment Law required mandatory tax sharing applicable to redevelopment projects adopted after January 1, 1994, or amended thereafter (as is the case for the Redevelopment Plan) in certain manners specified in such statutes (the “Statutory Pass-Through Amounts”).

By application, the statutory formula for Statutory Pass-Through Amounts, which applies to tax increment revenues net of the housing set-aside is as follows: The first 25% of net tax increment generated by the increase in assessed value after the establishment of the project area or the effective date of the amendment is required to be paid to affected taxing entities. In addition, beginning in the 11th year of collecting tax increment, an additional 21% of the increment generated by increases in assessed value after the tenth year must be so paid. Finally, beginning in the 31st year of collecting tax increment, an additional 14% of the increment generated by increases in assessed value after the 30th year must be so paid.

The tax sharing payments described above are required to be made prior to payment of debt service on bonds or loans secured by tax increment from project areas which are subject to Assembly Bill 1290 (being Chapter 942, Statutes of 1993) (“AB 1290”). However, the provisions of Section 33607.5(e) of the Redevelopment Law set forth a process pursuant to which such payments may be subordinated to debt

service on newly-issued bonds or loans. The Former Agency did not take any action to subordinate the payments with respect to the pass through payments to debt service on the Series 2014 Bonds or the Series 2015A Bonds. Additionally, per Section 34177.5(c) the Successor Agency has not taken any action to subordinate the passthrough payments to payments of debt service on the Series 2016A Bonds.

The Dissolution Act requires county auditor-controllers to distribute from the RPTTF amounts required to be distributed under the Pass-Through Agreements and for Statutory Pass-Through Amounts to the taxing entities for each six-month period before amounts are distributed by the County Auditor-Controller from the RPTTF to the Agency's Redevelopment Obligation Retirement Fund each January 2 and June 1, unless: (i) pass-through payment obligations have previously been made subordinate to debt service payments for the bonded indebtedness of the Former Agency, as succeeded to by the Agency; (ii) the Agency has reported, no later than the December 1 and May 1 preceding the January 2 or June 1 distribution date, that the total amount available to the Agency from the RPTTF allocation to the Agency's Redevelopment Obligation Retirement Fund, from other funds transferred from the Former Agency and from funds that have or will become available through asset sales and all redevelopment operations is insufficient to fund the Agency's enforceable obligations, pass-through payments and the Agency's administrative cost allowance for the applicable six month period; and (iii) the State Controller has concurred with the Agency that there are insufficient funds for such purposes for the applicable six-month period.

If the requirements set forth in clauses (i) through (iii) of the foregoing paragraph have been met, the Dissolution Act provides for certain modifications in the distributions otherwise calculated to be distributed for such six-month period. To provide for calculated shortages to be paid to the Agency for enforceable obligations, the amount of the deficiency will first be deducted from the residual amount otherwise calculated to be distributed to the taxing entities under the Dissolution Act after payment of the Agency's enforceable obligations, pass-through payments and the Agency's administrative cost allowance. If such residual amount is exhausted, the amount of the remaining deficiency will be deducted from amounts available for distribution to the Agency for administrative costs for the applicable six-month period in order to fund the enforceable obligations. Finally, funds required for servicing bond debt may be deducted from the amounts to be distributed under subordinated pass-through obligations, if any, in order to be paid to the Agency for enforceable obligations, but only after the amounts described in the previous two sentences have been exhausted. The Dissolution Act provides for a procedure by which the Agency may make Statutory Pass-Through Amounts subordinate to the Series 2016A Bonds. The Agency has not undertaken the requisite procedures to obtain such subordination of the Statutory Pass-Through Amounts and, therefore, Statutory Pass-Through Amounts are senior to the Bonds, including the Series 2016A Bonds. Furthermore, the Pass-Through Agreements have not been expressly subordinated to the Series 2016A Bonds and therefore constitutes obligations senior in right of payment to the Bonds. See the captions "SECURITY FOR THE BONDS" for information regarding the revenues derived from the Project Area and the tables under the caption "ESTIMATED REVENUES AND BOND RETIREMENT" for projections of Tax Revenues after deduction of Senior Bonds including the Pass-Through Agreements and Statutory Pass-Through Amounts.

Low and Moderate Income Housing Set-Aside

Prior to the Dissolution Act, the Redevelopment Law required generally that redevelopment agencies set aside in a low and moderate income housing fund not less than 20% of all tax revenues allocated to such agencies. This 20% set-aside requirement was eliminated by the Dissolution Act. There are currently no obligations outstanding which will have a prior lien on the Low and Moderate Housing Fund. Accordingly, Pledged Tax Revenues are not subject to the former set aside requirement for such purposes and the former set aside requirement is included in Pledged Tax Revenues pledged to the payment of debt service on the Bonds, including the Series 2016A Bonds.

Redevelopment Property Tax Trust Fund

The Dissolution Act authorizes bonds, including the Series 2016A Bonds, to be secured by a pledge of moneys deposited from time to time in a RPTTF held by a county auditor-controller with respect to a successor agency, which are equivalent to the tax increment revenues that were formerly allocated under the Redevelopment Law to the redevelopment agency and formerly authorized under the Redevelopment Law to be used for the financing of redevelopment projects, less amounts deducted pursuant to Section 34183(a) of the Dissolution Act for permitted administrative costs of the county auditor-controller. Successor agencies have no power to levy property taxes and must look specifically to the allocation of taxes as described below.

Allocation of Taxes Subsequent to the Dissolution Act

The Dissolution Act requires the County Auditor-Controller to determine the amount of property taxes that would have been allocated to the Former Agency (pursuant to subdivision (b) of Section 16 of Article XVI of the State Constitution) had the Former Agency not been dissolved pursuant to the operation of AB 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the RPTTF for the Successor Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act. The Dissolution Act provides that any bonds authorized thereunder to be issued by the Successor Agency will be considered indebtedness incurred by the dissolved Former Agency, with the same legal effect as if the bonds had been issued prior to the effective date of AB 26, in full conformity with the applicable provision of the Redevelopment Law that existed prior to that date so that property tax revenues (formerly tax increment revenues) are paid to the Successor Agency in such amounts and on such dates to ensure the timely payment of debt service on the Senior Bonds (defined below) and the Series 2014 Bonds, the Series 2015A Bonds, the Series 2016A Bonds and any such Parity Debt. Pursuant to the Dissolution Act, the Successor Agency has covenanted to take all actions necessary to ensure that the Series 2016A Bonds will be included in the Successor Agency's Recognized Obligation Payment Schedules (as defined herein) as prepared from time to time under the Dissolution Act. See "Recognized Obligation Payment Schedule" below.

Taxes levied on the property within the Project Area on that portion of the taxable valuation over and above the taxable valuation of the applicable base year property tax roll within the Project Area, to the extent they constitute Tax Increment Revenues, less administrative costs, as described herein, will be deposited in the RPTTF for transfer by the County Auditor-Controller to the Successor Agency's Redevelopment Obligation Retirement Fund established pursuant to the Dissolution Act on January 2 and June 1 of each year to the extent required for payments listed in the Successor Agency's Recognized Obligation Payment Schedule in accordance with the requirements of the Dissolution Act. See "Recognized Obligation Payment Schedule" below.

Recognized Obligation Payment Schedule

The Dissolution Act provides for the completion, approval and submission of an annual Recognized Obligation Payment Schedule (the "Recognized Obligation Payment Schedule") pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation. The timing for the preparation and approval of a Recognized Obligation Payment Schedule, among other procedures, was changed with the amendments to the Dissolution Act under SB 107. On or before each February 1, commencing February 1, 2016, with respect to each fiscal year, the Dissolution Act requires successor agencies to prepare and approve, and submit to the successor agency's oversight board and the State Department of Finance for approval, a Recognized Obligation Payment Schedule pursuant to which enforceable obligations (as such term is defined in the Dissolution Act) of the successor agency are listed, together with the source of funds

to be used to pay for each enforceable obligation. As defined in the Dissolution Act, “enforceable obligation” includes bonds, including the required debt service, reserve set-asides and any other payments required under the indenture or similar documents governing the issuance of the outstanding bonds of the former redevelopment agency, as well as other obligations such as loans, judgments or settlements against the former redevelopment agency, any legally binding and enforceable agreement that is not otherwise void as violating the debt limit or public policy, contracts necessary for the administration or operation of the successor agency, and amounts borrowed from the Housing Fund. The Dissolution Act permits a successor agency to request additional amounts on a Recognized Obligation Payment Schedule to fund a reserve when required by a bond indenture or when the next property tax allocation will be insufficient to pay all enforceable obligations due under the provisions of the bonds for the next payment due in the following half of the calendar year.

Under the Dissolution Act, the categories of sources of payments for enforceable obligations listed on a Recognized Obligation Payment Schedule are the following: (i) the Housing Fund; (ii) bond proceeds; (iii) reserve balances; (iv) administrative cost allowance; (v) the RPTTF (but only to the extent that no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or otherwise required under the Dissolution Act); or (vi) other revenue sources (including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency, as approved by its oversight board).

The Dissolution Act provides that, commencing on the date that the first Recognized Obligation Payment Schedule is valid, only those payments listed in the Recognized Obligation Payment Schedule may be made by the Successor Agency from the funds specified in the Recognized Obligation Payment Schedule. Each annual Recognized Obligation Payment Schedule may be amended once, provided that (i) the Successor Agency submits the amendment to State Department of Finance no later than October 1, (ii) the Oversight Board makes a finding that the amendment is necessary for the payment of approved enforceable obligations during the second half of the Recognized Obligation Payment Schedule period (from January 1 to June 30, inclusive), and (iii) the Successor Agency may only amend the amount requested for payment of approved enforceable obligations. The State Department of Finance shall notify the Successor Agency and the County Auditor-Controller as to whether the Successor Agency’s requested amendment is approved at least 15 days before the January 2 property tax distribution.

The Recognized Obligation Payment Schedule must be submitted by the Successor Agency, after approval by the Oversight Board, to the County Administrative Officer, the County Auditor-Controller, the State Department of Finance and the State Controller by February 1 in each year, commencing February 1, 2016. If the Successor Agency does not submit an Oversight Board-approved Recognized Obligation Payment Schedule by such deadline, the City will be subject to a civil penalty equal to \$10,000 per day for every day that the schedule is not submitted. Additionally, the Successor Agency’s administrative cost allowance will be reduced by 25% for any fiscal year for which the Successor Agency does not submit an Oversight Board-approved Recognized Obligation Payment Schedule within 10 days of the February 1 deadline. If the Successor Agency fails to submit a Recognized Obligation Payment Schedule by the February 1 deadline, any creditor of the successor agency or the department or any affected taxing entity shall have standing to, and may request a writ of mandate to, require the Successor Agency to immediately perform this duty. For additional information regarding procedures under the Dissolution Act relating to late Recognized Obligation Payment Schedules and implications thereof on the Series 2016A Bonds, see the caption “BOND OWNERS’ RISKS – Recognized Obligation Payment Schedule.”

With respect to each Recognized Obligation Payment Schedule submitted by the Successor Agency, the Dissolution Act requires the State Department of Finance to make a determination of the enforceable obligations and the amounts and funding sources available to pay approved enforceable obligations no later than April 15. Within five business days of the determination by the State Department

of Finance, the Successor Agency may request additional review by the State Department of Finance and an opportunity to meet and confer on disputed items, if any. The State Department of Finance will notify the Successor Agency and the County Auditor-Controller as to the outcome of its review at least 15 days before the February 1 property tax distribution date preceding the applicable Recognized Obligation Payment Schedule period. Additionally, the County Auditor-Controller may review a submitted Recognized Obligation Payment Schedule and object to the inclusion of any items that are not demonstrated to be enforceable obligations and may object to the funding source proposed for any items, provided that the County Auditor-Controller must provide notice of any such objections to the Successor Agency, the Oversight Board and the State Department of Finance at least 60 days prior to the next February 1 property tax distribution date.

The Successor Agency has submitted each Recognized Obligation Payment Schedule to State Department of Finance on or before the applicable statutory deadline.

See the caption “– Last and Final Recognized Obligation Payment Schedule” for a description of the Last and Final Recognized Obligation Payment Schedule authorized by the Dissolution Act pursuant to SB 107.

In connection with the allocation and distribution by the County Auditor-Controller of property tax revenues deposited in the RPTTF, under the Dissolution Act the County Auditor-Controller must prepare estimates of the amounts of: (i) property tax to be allocated and distributed; and (ii) the amounts of pass-through payments to be made for the upcoming fiscal year, and provide those estimates to the entities receiving the distributions and State Department of Finance by no later than October 1 and April 1 of each year, as applicable. If, after receiving such estimate from the County Auditor-Controller, the Successor Agency determines and reports, no later than December 1 or May 1, as applicable, that the total amount available to the Successor Agency from the RPTTF allocation to the Successor Agency’s Redevelopment Obligation Retirement Fund, from other funds transferred from the Former Agency and from funds that have or will become available through asset sales and all redevelopment operations, is insufficient to fund the payment of pass-through obligations, Agency enforceable obligations listed on the Recognized Obligation Payment Schedule and the Successor Agency’s administrative cost allowance, the County Auditor-Controller must notify the State Controller and the State Department of Finance by no later than 10 days from the date of the Successor Agency’s notification. If the State Controller concurs that there are insufficient funds to pay required debt service, and if the Successor Agency’s tax sharing obligations described in Section 38183(a)(1) of the Dissolution Act have been subordinated to the Successor Agency’s enforceable obligations, then the Dissolution Act provides for certain adjustments to be made to the estimated distributions, as described in more detail under the caption “– Tax Increment Financing Generally” above.

The Dissolution Act provides that any bonds authorized to be issued by the Successor Agency will be considered indebtedness incurred by the dissolved Former Agency, with the same legal effect as if such bonds had been issued prior to the effective date of AB X1 26, in full conformity with the applicable provision of the Redevelopment Law that existed prior to such date, will be included in the Successor Agency’s Recognized Obligation Payment Schedule and will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the RPTTF established pursuant to the Dissolution Act. Additionally, if an enforceable obligation provides for an irrevocable commitment of property tax revenue and where allocation of revenues is expected to occur over time, the Dissolution Act provides that a successor agency may petition the State Department of Finance to provide written confirmation that its determination of such enforceable obligation as approved in a Recognized Obligation Payment Schedule is final and conclusive, and reflects the State Department of Finance’s approval of subsequent payments made pursuant to the enforceable obligation. If the confirmation is granted by the State Department of Finance, then the State Department of Finance’s review of such payments in each

future Recognized Obligation Payment Schedule will be limited to confirming that they are required by the prior enforceable obligation.

Pursuant to the Dissolution Act, the Successor Agency has covenanted to take all actions necessary to ensure that the Series 2016A Bonds will be included in the Successor Agency's Recognized Obligation Payment Schedules as prepared from time to time under the Dissolution Act.

The Successor Agency has no power to levy and collect property taxes, and any property tax limitation, legislative measure, voter initiative or provisions of additional sources of income to taxing agencies having the effect of reducing the property tax rate could reduce the amount of Tax Increment Revenues and, accordingly, Pledged Tax Revenues that would otherwise be available to pay the principal of, and interest on, the Series 2016A Bonds. Likewise, broadened property tax exemptions could have a similar effect. See "BOND OWNERS' RISKS" and "LIMITATIONS ON TAX REVENUES."

The Successor Agency cannot guarantee that this process prescribed by the Dissolution Act of administering the Tax Increment Revenues and the statutory tax sharing amounts will effectively result in adequate Pledged Tax Revenues for the payment of principal and interest on the Series 2016A Bonds when due. See "-Recognized Obligation Payment Schedule." See also "ESTIMATED REVENUES AND BOND RETIREMENT" for additional information regarding the Statutory Pass-Through Amounts applicable to the Successor Agency and the revenues derived from the Project Area. The Successor Agency has no power to levy and collect taxes, and various factors beyond its control could affect the amount of Pledged Tax Revenues available in any six-month period to pay the principal of and interest on the Series 2016A Bonds. See "BOND OWNERS' RISKS."

The Series 2016A Bonds are not a debt of the City, the County, the State or any of its political subdivisions (except the Successor Agency), and none of the City, the County, the State or any of its political subdivisions (except the Successor Agency) is liable therefor. The Series 2016A Bonds do not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Security for the Bonds

Pledged Tax Revenues. The following is a discussion of the flow of funds under Indenture after payments of debt service for the entire year, plus any required replenishment of the reserve funds for the Senior Bonds and payments with respect to Pre-Existing Agreements, are set aside.

Under Indenture, the Pledged Tax Revenues (as defined below) allocated and paid to the Successor Agency are pledged to the payment of debt service on the Series 2016A Bonds and Parity Debt (subject to the lien of the Pre-Existing Agreements and the Senior Bonds) together with moneys in the funds and accounts. See Table 5 herein showing the projected Pledged Tax Revenues, and debt service coverage on the Series 2016A Bonds.

"Pledged Tax Revenues" means the portion of the monies deposited from time to time in the RPTTF as provided in paragraph (2) of subdivision (a) of Section 34183 of the California Health and Safety Code that are equal to that portion of taxes levied upon taxable property in the Project Area and received by the Successor Agency on or after the date of issue of the Series 2014 Bonds, pursuant to Article 6 of Chapter 6 of the Redevelopment Law and Section 16 of Article XVI of the Constitution of the State, including all payments, subventions and reimbursements (if any) to the Successor Agency specifically attributable to *ad valorem* taxes lost by reason of tax exemptions and tax rate limitations, but excluding (i) amounts of such taxes required to be paid by the Successor Agency to pay Pre-Existing Agreements, (ii) amounts required to be paid to taxing entities pursuant to Sections 33607.5 and 33607.7 of the Redevelopment Law, and (iii) the Tax Revenues (defined above) required to pay debt service on the Senior Bonds. In accordance with the

Dissolution Act, the Series 2016A Bonds and Parity Bonds shall be payable from and secured by, and Pledged Tax Revenues shall include, subject to the exclusions above, moneys deposited, from time to time, in the RPTTF as provided in paragraph (2) of subdivision (a) of California Health and Safety Code Section 34183. If, and to the extent, that the provisions of Section 34172 or paragraph (2) of subdivision (a) of Section 34183 are invalidated by a final judicial decision, then Pledged Tax Revenues shall include all tax revenues allocated to the payment of indebtedness pursuant to Health & Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of tax increment revenues in accordance with Article XVI, Section 16 of the California Constitution, subject to the exclusions set forth above.

Pre-Existing Agreements include Pass-Through Agreements to other taxing agencies, which are discussed under the caption, “THE CONSOLIDATED WHITEWATER PROJECT AREA – Pass Through Agreements,” herein.

“Senior Bonds” as defined in the Indenture, means, collectively and following the refunding of the Refunded Bonds as described herein, the Consolidated Whitewater Project Area Tax Allocation Bonds, Series 2010A currently outstanding in the principal amount of \$[9,755,000]. As described herein, net proceeds of the Series 2016A Bonds, together with other available moneys, will be applied to refund [all of][a portion of] the outstanding Series 2006A Bonds.

The Fiscal Agent Agreements for the Senior Bonds require that all payments due in any Bond Year be deposited in the Special Fund, established under the Fiscal Agent Agreement, including any replenishment of the reserve account established thereunder. Accordingly, the Successor Agency will first deposit Tax increment Revenues in the Special Fund for the Senior Bonds to pay all debt service for such Bond Year and to replenish any deficiency in the related reserve accounts, prior to transferring any Pledged Tax Revenues to the Debt Service Fund for the Series 2016A Bonds and any Parity Debt.

Tax Sharing Agreements and Statutory Tax Sharing. The Successor Agency has entered into tax-sharing agreements with taxing entities and school districts with respect to the portions of the Project Area that were adopted prior to 1994 (the “Pass Through Agreements”) which are senior to the payment of debt service on the Series 2016A Bonds. See “Tax Sharing” above, “THE CONSOLIDATED WHITEWATER PROJECT AREA – Pass-Through Agreements” and “– Statutory Tax Sharing,” and APPENDIX A – “FISCAL CONSULTANT REPORT – Fiscal Agreements.”

Debt Service Fund. The Indenture establishes a special trust fund known as the “Debt Service Fund” and the accounts therein which shall be held by the Trustee in accordance with Indenture. Pursuant to the Indenture, the Successor Agency shall deposit all of the Pledged Tax Revenues received in any Bond Year from the RPTTF in accordance with the Dissolution Act for the purpose of paying debt service on the Series 2016A Bonds and any Parity Debt in the Redevelopment Obligation Retirement Fund immediately upon receipt thereof by the Successor Agency, and promptly thereafter shall transfer amounts therein to the Trustee for deposit in the Debt Service Fund established and held under Indenture until such time that the aggregate amounts on deposit in such Debt Service Fund equal the aggregate amounts required to be deposited into the Interest Account, the Principal Account and the Reserve Account in such Bond Year pursuant to Indenture and for deposit in such Bond Year in the funds and accounts established with respect to Parity Bonds, as provided in any Supplemental Indenture.

In the event that the amount of Pledged Tax Revenues is not sufficient to pay debt service on the Series 2016A Bonds and any Parity Debt outstanding, any such insufficiency shall be allocated among the Series 2016A Bonds and any Parity Debt on a *pro rata* basis (based on the amount of debt service coming due during any such period of insufficiency).

Moneys in the Debt Service Fund shall be transferred in the following amounts at the following times, in the following respective special accounts within the Debt Service Fund, which accounts are held by the Trustee to pay debt service on the Bonds and any Parity Debt not otherwise provided for in a Parity Debt Instrument, in the following order of priority:

(a) Interest Account. On or before the fourth (4th) Business Day preceding each date on which interest on the Bonds and any such Parity Debt becomes due and payable, the Trustee shall withdraw from the Debt Service Fund and transfer to the Interest Account an amount which, when added to the amount then on deposit in the Interest Account, will be equal to the aggregate amount of the interest becoming due and payable on the Bonds and any such Parity Debt on such date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the Interest Payment Date upon all of the Bonds and any such Parity Debt. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Series 2014 Bonds, Series 2015A Bonds, Series 2016A Bonds and any such Parity Debt purchased or redeemed prior to maturity pursuant to the Indenture).

(b) Principal Account. On or before the fourth (4th) Business Day preceding each date on which principal of the Bonds and any such Parity Debt becomes due and payable at maturity, the Trustee shall withdraw from the Debt Service Fund and transfer to the Principal Account an amount which, when added to the amount then on deposit in the Principal Account, will be equal to the amount of principal coming due and payable on such date on the Bonds and any such Parity Debt. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds and any such Parity Debt upon the maturity thereof.

(c) Sinking Account. On or before the fourth (4th) Business Day preceding each date on which any Outstanding Series 2016A Term Bonds become subject to mandatory Sinking Account redemption, the Successor Agency shall withdraw from the Debt Service Fund and transfer to the Trustee for deposit in the Sinking Account an amount which, when added to the amount then contained in the Sinking Account, will be equal to the aggregate principal amount of the Series 2016A Bonds and Parity Bonds required subject to mandatory Sinking Account redemption on such date. All moneys on deposit in the Sinking Account shall be used and withdrawn by the Trustee for the sole purpose of paying the principal of the Series 2016A Bonds and Parity Bonds as it shall become due and payable upon the mandatory Sinking Account redemption thereof.

(d) Reserve Account. In the event that the amount on deposit in the Reserve Account at any time becomes less than the Reserve Requirement, the Trustee shall promptly notify the Successor Agency of such fact. Promptly upon receipt of any such notice, the Successor Agency shall transfer to the Trustee an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. If there shall then not be sufficient Pledged Tax Revenues on deposit in the Redevelopment Obligation Retirement Fund to transfer an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account, the Successor Agency shall be obligated to continue making transfers as Pledged Tax Revenues become available in the Redevelopment Obligation Retirement Fund until there is an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. No such transfer and deposit need be made to the Reserve Account so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement. All money in the Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account, the Principal Account and the Sinking Account in such order of priority, in the event of any deficiency at any time in any of such accounts or for the retirement of all the Bonds then Outstanding, except that so long as the Successor Agency

is not in default under the Indenture, any amount in the Reserve Account in excess of the Reserve Requirement shall be withdrawn from the Reserve Account semiannually on or before four (4) Business Days preceding each March 1 and September 1 by the Trustee and deposited in the Interest Account. All amounts in the Reserve Account on the Business Day preceding the final Interest Payment Date shall be withdrawn from the Reserve Account and shall be transferred either (i) to the Interest Account and the Principal Account, in such order, to the extent required to make the deposits then required to be made pursuant to the Indenture or, (ii) if the Successor Agency shall have caused to be transferred to the Trustee an amount sufficient to make the deposits required by the Indenture, then, at the Written Request of the Successor Agency, such amount shall be transferred as directed by the Successor Agency.

The Reserve Account may be maintained in the form of one or more separate sub-accounts which are established for the purpose of securing separate series of Bonds or Parity Debt (to the extent secured by the Reserve Account) or for holding the proceeds of separate issues of the Bonds and any Parity Debt (to the extent secured by the Reserve Account) in conformity with applicable provisions of the Code to the extent directed by the Successor Agency in writing to the Trustee. Additionally, the Successor Agency may, in its discretion, combine amounts on deposit in the Reserve Account and on deposit in any reserve account relating to any (but not necessarily all) Parity Debt in order to maintain a combined reserve account for the Bonds and any (but not necessarily all) Parity Debt.

The Reserve Requirement with respect to the Series 2016A Bonds shall be satisfied by the delivery of the 2016 Reserve Policy, described herein, to the Trustee. The Trustee shall credit the 2016 Reserve Policy to the Series 2016 Subaccount of the Reserve Account, which subaccount is created under Indenture. The Trustee shall comply with all of the terms and provisions of the 2016 Reserve Policy for the purpose of assuring that funds are available thereunder when required for the purposes of the Reserve Account, within the limits of the coverage amount provided by the 2016 Reserve Policy. All amounts drawn by the Trustee under the 2016 Reserve Policy will be deposited into the Series 2016 Subaccount of the Reserve Account and applied for the purposes of paying principal and interest on the Series 2016A Bonds.

(e) Redemption Account. On or before the Business Day preceding any date on which Bonds are subject to redemption, other than mandatory Sinking Account redemption of Bonds, the Trustee shall withdraw from the Debt Service Fund for deposit in the Redemption Account an amount required to pay the principal of and premium, if any, on the Bonds or other Parity Debt to be so redeemed on such date. The Trustee shall also deposit in the Redemption Account any other amounts received by it from the Successor Agency designated by the Successor Agency in writing to be deposited in the Redemption Account. All moneys in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and premium, if any, on the Bonds or other Parity Debt upon the redemption thereof, on the date set for such redemption, other than mandatory Sinking Account redemption of Term Bonds.

(f) Equal Rights. It is the intention of the Successor Agency that the Bonds and Parity Debt shall be secured by and payable from all moneys deposited in the Redevelopment Obligation Retirement Fund on an equal basis. To the extent that moneys deposited in the Redevelopment Obligation Retirement Fund are insufficient to pay debt service on the Bonds and Parity Debt as it becomes due, the Bonds and Parity Debt shall be payable on a pro-rata basis from all available moneys deposited in the Redevelopment Obligation Retirement Fund.

Reserve Requirement. The “Reserve Requirement” is defined in the Indenture to mean, with respect to the Series 2014 Bonds and the Series 2015A Bonds or any Parity Debt issued as Bonds (including

the Series 2016A Bonds) pursuant to a Supplemental Indenture supplemental to the Indenture, as of any calculation date, the lesser of (i) Maximum Annual Debt Service with respect to the Series 2014 Bonds, the Series 2015A Bonds, the Series 2016A Bonds or Parity Debt, as applicable, or (ii) 125% of average Annual Debt Service on the Series 2014 Bonds, the Series 2015A Bonds, the Series 2016A Bonds or Parity Debt, as applicable; provided, that in no event shall the Successor Agency, in connection with the issuance of Parity Debt pursuant to a Supplemental Indenture be obligated to deposit an amount in the Reserve Account which is in excess of the amount permitted by the applicable provisions of the Tax Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, in the event the amount of any such deposit into the Reserve Account is so limited, the Reserve Requirement shall, in connection with the issuance of such additional Bonds, be increased only by the amount of such deposit as permitted by the Code; and, provided further that the Successor Agency may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Account Credit Instrument meeting the requirements of paragraph (d) immediately above. The Reserve Requirement with respect to the Series 2014A Bonds and the Taxable Series 2014A-T Bonds will be calculated on a combined basis, provided that, in the event the Reserve Requirement for the Series 2014A Bonds and the Taxable Series 2014A-T Bonds is funded with cash, the Trustee shall establish separate subaccounts for the proceeds of the Series 2014A Bonds and the Taxable Series 2014A-T Bonds to enable the Trustee to track the investment of the proceeds of the Series 2014A Bonds and the Taxable Series 2014A-T Bonds.

In order to further secure the payment of the principal of and interest on the Series 2016A Bonds, the Series 2016 Subaccount of the Reserve Account will be funded by the purchase of a Municipal Bonds Debt Service Reserve Fund Insurance Policy (the “2016 Reserve Policy”) issued by [Bond Insurer] in an amount to provide additional coverage equal to the Reserve Requirement for the Series 2016A Bonds. The 2016 Reserve Policy will secure the Series 2016A Bonds. The initial Reserve Requirement for the Series 2016A Bonds is the amount of \$_____. See “– *Municipal Bond Debt Service Reserve Insurance Policy*” below and APPENDIX H – “FORM OF DEBT SERVICE RESERVE FUND POLICY.” The 2016 Reserve Policy is not available to secure the payment of the principal of and interest on the Series 2014 Bonds, the Series 2015 Bonds or any other series of Bonds or Parity Debt.

As defined in the Indenture, the term “Qualified Reserve Account Credit Instrument” means (i) the 2014 Reserve Policy (and includes the 2015 Reserve Policy and the 2016 Reserve Policy) or (ii) an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Trustee pursuant to Section 4.03(d), provided that all of the following requirements are met by the Successor Agency at the time of delivery thereof to the Trustee: (a) the long-term credit rating of such bank or insurance company is “A” (without regard to modifier) or higher; (b) such letter of credit or surety bond has a term of at least twelve (12) months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to paragraph (d) immediately above; (d) the Trustee is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Interest Account, the Principal Account or the Sinking Account for the purpose of making payments required pursuant to the Indenture; and (e) prior written notice is given to the Indenture before the effective date of any such Qualified Reserve Account Credit Instrument.

In connection with the delivery of the Series 2014 Bonds, the 2014 Reserve Policy was issued by AGM in an amount equal to the Reserve Requirement for the Series 2014 Bonds. The 2014 Reserve Policy secures the Series 2014 Bonds in the amount of \$4,462,503. See “– *Municipal Bond Debt Service Reserve Insurance Policy*” below. The 2014 Reserve Policy is not available to secure the payment of the principal of and interest on the Series 2015A Bonds.

In connection with the delivery of the Series 2015A Bonds, the 2015 Reserve Policy was issued by AGM in an amount equal to the Reserve Requirement for the Series 2015A Bonds. The 2015 Reserve Policy secures the Series 2015A Bonds in the amount of \$2,558,250. See “– *Municipal Bond Debt Service Reserve Insurance Policy*” below. The 2015 Reserve Policy is not available to secure the payment of the principal of and interest on the Series 2014 Bonds, the Series 2016A Bonds or any other series of Bonds or Parity Debt.

“Maximum Annual Debt Service” is defined in the Indenture to mean, as of the date of calculation, the largest Annual Debt Service for the current or any future Bond Year payable on the Bonds or any Parity Debt in such Bond Year.

If circumstances should ever cause a Qualified Reserve Account Credit Instrument to be canceled or discharged, such cancellation or discharge could be determined to create a deficiency in the Reserve Requirement previously satisfied by such Qualified Reserve Account Credit Instrument. Under the Fiscal Agent Agreement, in the event that the amount on deposit in the Reserve Account is less than the Reserve Requirement, the Successor Agency is required to transfer to the Trustee an amount of available Tax Revenues sufficient to maintain the amount in the Reserve Account at the Reserve Requirement. Should the amount of Tax revenues then available to maintain the Reserve Account at the applicable Reserve Requirement be insufficient for such purpose, such insufficiency would not result in an event of default under the Fiscal Agent Agreement, but the requirement of the Successor Agency to transfer available Tax Revenues to the Trustee would continue.

Municipal Bond Debt Service Reserve Insurance Policy.

[To Come]

Issuance of Additional Successor Agency Parity Debt. The Successor Agency will not incur any additional obligations which are senior to the lien of Pledged Tax Revenues under Indenture. Indenture provides that the Successor Agency may issue or incur additional Parity Debt subject to the conditions summarized in part below. See APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” – “Issuance of Parity Debt” for a more complete description of the conditions precedent to the issuance or incurrence of Parity Debt.

(a) The Pledged Tax Revenues for each succeeding Fiscal Year based on the most recent assessed valuation of property in the Project Area as evidenced in written documentation from an appropriate official of the County or a written report of an Independent Redevelopment Consultant plus any Additional Revenues shall be at least equal to one hundred thirty five percent (135%) of Maximum Annual Debt Service on the Series 2014 Bonds, the Series 2015A Bonds, the Series 2016A Bonds and Parity Debt that will be outstanding immediately following the issuance of such Parity Debt for each applicable succeeding Bond Year. Notwithstanding the foregoing, the Successor Agency may issue and sell refunding bonds payable from Pledged Tax Revenues on a parity with Bonds and any outstanding Parity Debt without complying with the foregoing provision, if (a) annual debt service on such refunding bonds is lower than annual debt service on the bonds or other indebtedness being refunded during every year the Bonds or Parity Debt, as applicable, will be Outstanding and (b) the final maturity of any such refunding bonds does not exceed the final maturity of the Bonds or Parity Debt being refunded, as applicable.

(b) The Successor Agency shall certify that the aggregate principal of and interest on the Bonds, any Parity Debt (including the Parity Debt to be incurred), Senior Bonds, Pre-Existing Agreements, and Subordinate Debt coming due and payable will not exceed the maximum amount

of Pledged Tax Revenues permitted under any Plan Limit to be allocated and paid to the Successor Agency with respect to the Project Area after the issuance of such Parity Debt.

(c) In the event the Successor Agency issues Parity Debt pursuant to a Supplemental Indenture supplemental hereto, the Successor Agency shall cause the amount on deposit in the Reserve Account to equal the Reserve Requirement.

(d) The Successor Agency shall deliver to the Trustee a certificate of the Successor Agency certifying that the conditions precedent to the issuance of such Parity Debt set forth in clauses (a), (b), (c) and (d) above have been satisfied.

Issuance of Successor Agency Subordinate Debt. Indenture provides that the Successor Agency may issue or incur Subordinate Debt in such principal amount as shall be determined by the Successor Agency.

Events of Default and Acceleration of Maturities. Each of the following events constitutes an Event of Default under Indenture:

(a) Failure to pay any installment of the principal of any Bonds when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by acceleration, or otherwise.

(b) Failure to pay any installment of interest on any Bonds when and as the same shall become due and payable.

(c) Failure by the Successor Agency to observe and perform any of the other covenants, agreements or conditions on its part in the Indenture or in the Series 2014 Bonds, Series 2015A Bonds, and the Series 2016A Bonds contained, if such failure shall have continued for a period of thirty (30) days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the Successor Agency by the Trustee or [Bond Insurer] or any other Insurer; provided, however, if in the reasonable opinion of the Successor Agency the failure stated in the notice can be corrected, but not within such thirty (30) day period, such failure shall not constitute an Event of Default if corrective action is instituted by the Successor Agency within such thirty (30) day period and the Successor Agency shall thereafter diligently and in good faith cure such failure in a reasonable period of time.

(d) The Successor Agency shall commence a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

For purposes of determining whether any event of default has occurred under and as described in the preceding clauses (a) or (b), no effect shall be given to payments made by [Bond Insurer] under the Policy.

Subject in all respects to the provisions of Indenture, if an Event of Default has occurred and is continuing, the Trustee may, and if requested in writing by the Owners of a majority of the principal amount of the Bonds then Outstanding the Trustee shall, (a) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in the Indenture or in the Bonds to the contrary notwithstanding, and (b) upon receipt of indemnity satisfactory to it from any liability or expense, including payment of the fees and expenses of its counsel and agents, exercise any other remedies available to the Trustee and the Owners in law or at equity. The Trustee shall be entitled as a matter of right to the

appointment of a receiver or receivers for the Pledged Tax Revenues, if appropriate, and for the revenues, income, product, and profits thereon, if any, ex parte, and without notice, and the Successor Agency consents to the appointment of such receiver upon the occurrence of an Event of Default. If any receivership, bankruptcy, insolvency, or reorganization or other judicial proceedings affecting the Successor Agency is filed, the Trustee shall be entitled to file such proofs of claims and other documents as may be necessary or advisable in order to have claims of the Trustee and Owners allowed in such proceedings for the entire amount due and payable under Indenture at the time of the institution of such proceedings, and also for any additional amount which may become due and payable after such date, without prejudice to the right of any Owner to file a claim on his own behalf. The Trustee shall not be obligated to take any such action unless offered compensation, indemnity for its potential liability, and reimbursement for its legal fees and expenses in accordance with the Indenture.

Promptly upon becoming aware of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the Successor Agency by telephone confirmed in writing. Such notice shall also state whether the principal of the Bonds shall have been declared to be or have immediately become due and payable. With respect to any Event of Default described in clauses (a) or (b) above the Trustee shall, and with respect to any Event of Default described in clause (c) above the Trustee in its sole discretion may, also give such notice to the Owners in the same manner as provided in the Indenture for notices of redemption of the Bonds, which shall include the statement that interest on the Bonds shall cease to accrue from and after the date, if any, on which the Trustee shall have declared the Bonds to become due and payable pursuant to the preceding paragraph (but only to the extent that principal and any accrued, but unpaid, interest on the Bonds is actually paid on such date).

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Successor Agency shall deposit with the Trustee a sum sufficient to pay all principal on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal and interest (to the extent permitted by law) at the weighted average interest rate then borne by the Outstanding Bonds, and the fees and expenses of the Trustee, including any fees and expenses of its attorneys, and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Owners of a majority of the principal amount of the Bonds then Outstanding, by written notice to the Successor Agency and to the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

Application of Funds Upon Acceleration. All of the Pledged Tax Revenues and all sums in the funds and accounts established and held by the Trustee upon the date of the declaration of acceleration as provided in the Indenture, and all sums thereafter received by the Trustee, shall be applied by the Trustee as follows and in the following order:

- (a) To the payment of any fees, costs and expenses incurred by the Trustee to protect the interests of the Owners of the Bonds; payment of the fees, costs and expenses of the Trustee (including fees and expenses of its counsel, including any allocated costs of internal counsel) incurred in and about the performance of its powers and duties under Indenture and the payment of all fees, costs and expenses owing to the Trustee pursuant to Indenture, together with interest on all such amounts advanced by the Trustee at the maximum rate permitted by law; and

(b) To the payment of the whole amount then owing and unpaid upon the Bonds for interest and principal, with interest on such overdue amounts at the respective rates of interest borne by the Outstanding Bonds, and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such interest, principal and interest on overdue amounts without preference or priority among such interest, principal and interest on overdue amounts ratably to the aggregate of such interest, principal and interest on overdue amounts.

(c) To the payment of amounts owed to AGM or any other Insurer under the Indenture.

Last and Final Recognized Obligation Payment Schedule

SB 107 amended the Dissolution Act to permit a successor agency to submit a Last and Final Recognized Obligation Payment Schedule (a “Last and Final Recognized Obligation Payment Schedule”) for approval by the oversight board and State Department of Finance if: (i) The successor agency’s only remaining debt is administrative costs and payments pursuant to enforceable obligations with defined payment schedules, (ii) All remaining obligations have been previously listed on a Recognized Obligation Payment Schedule and approved by State Department of Finance, and (iii) The successor agency is not a party to outstanding or unresolved litigation. The Last and Final Recognized Obligation Payment Schedule must list the remaining enforceable obligations of the successor agency in the following order: (A) enforceable obligations to be funded from the RPTTF, (B) enforceable obligations to be funded from bond proceeds or other legally or contractually dedicated or restricted funding sources, and (C) loans or deferrals authorized for repayment to the city that created the redevelopment agency or the successor to the former redevelopment agency’s housing functions and assets. The Last and Final Recognized Obligation Payment Schedule must also include the total outstanding obligation and a schedule of remaining payments for each enforceable obligation described in (A) and (B) above, and the total outstanding obligation and an interest rate of 4%, for any loans or deferrals listed pursuant to (C) above. The Last and Final Recognized Obligation Payment Schedule will also establish the maximum amount of RPTTFs to be distributed to the successor agency for each remaining fiscal year until all obligations have been fully paid. State Department of Finance approval is required for any Last and Final Recognized Obligation Payment Schedule to become effective. The county auditor-controller is also required to review the Last and Final Recognized Obligation Payment Schedule and provide any objection to the inclusion of any items or amounts to State Department of Finance. Successor agencies may only amend an approved Last and Final Recognized Obligation Payment Schedule twice. Commencing on the effective date of the approved Last and Final Recognized Obligation Payment Schedule, the successor agency will not prepare or transmit annual Recognized Obligation Payment Schedules.

After the Last and Final Recognized Obligation Payment Schedule is approved by State Department of Finance, the county auditor-controller will continue to allocate moneys in the successor agency’s RPTTF pursuant to Section 34183 of the Dissolution Act; however, the county auditor-controller will allocate such moneys in each fiscal period, after deducting the county auditor-controller’s administrative costs, in the following order of priority: (A) pass through payments pursuant to Section 34183(a)(1) of the Dissolution Act, (B) scheduled debt service payments on tax allocation bonds listed and approved in the Last and Final Recognized Obligation Payment Schedule, (C) scheduled payments on revenue bonds listed and approved in the Last and Final Recognized Obligation Payment Schedule, but only to the extent the revenues pledged for them are insufficient to make the payments and only if the successor agency’s tax increment revenues were also pledged for the repayment of bonds, (D) scheduled payments for debts and obligations listed and approved in the Last and Final Recognized Obligation Payment Schedule to be paid from the RPTTF, (E) payments listed and approved on the Last and Final Recognized Obligation Payment Schedule that were authorized but unfunded in prior periods, (F) repayment of loans and deferrals to the city that created the redevelopment agency or the successor to the former redevelopment agency’s housing functions and assets

that are listed and approved on the Last and Final Recognized Obligation Payment Schedule, and (G) any moneys remaining in the RPTTF after the payments and transfers described in (A) to (F), above, will be distributed to taxing entities in accordance with Section 34183(a)(4) of the Dissolution Act.

If the successor agency reports to the county auditor-controller that the total available amounts in the RPTTF will be insufficient to fund the successor agency's current or future fiscal year obligations, and if the county auditor-controller concurs that there are insufficient funds to pay the required obligations, the county auditor-controller may distribute funds pursuant to Section 34183(b) of the Dissolution Act. See the caption "– Tax Increment Financing Generally" above.

The Agency is not currently eligible to submit a Last and Final Recognized Obligation Payment Schedule and has no current plans to seek approval of a Last and Final Recognized Obligation Payment Schedule.

BOND INSURANCE

[To Come]

SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY

The Successor Agency

As described below, the Successor Agency was established by the City Council following dissolution of the Former Agency pursuant to the Dissolution Act. Set forth below is a discussion the history of the Former Agency and the Successor Agency, the governance and operations of the Successor Agency and its powers under the Redevelopment Law and the Dissolution Act, and the limitations thereon.

General

The City, acting pursuant to the Redevelopment Law, activated the Former Agency by Ordinance No. 186 of the City adopted on October 16, 1981. Under the terms of this Ordinance the City Council declared itself to be the governing body of the Former Agency.

AB 26 and AB 27. As a result of AB 1X 26 and the decision of the California Supreme Court in the California Redevelopment Association case, as of February 1, 2012, all redevelopment agencies in the State were dissolved, including the Former Agency, and successor agencies were designated as successor entities to the former redevelopment agencies to expeditiously wind down the affairs of the former redevelopment agencies and also to satisfy "enforceable obligations" of the former redevelopment agency all under the supervision of a new oversight board, the State Department of the Finance and the State Controller.

The present members of the City Council acting as the Successor Agency are as follows:

Dana Reed, Mayor
Richard Balocco, Mayor Pro-Tem
Douglas Hanson, Council Member
Ted J. Mertens, Council Member
Ty Peabody, Council Member

The Successor Agency is a component unit of the City for financial reporting purposes and does not leave separate audited financial statements. The audited financial statements of the City for year ending

June 30, 2015, are included herein as APPENDIX C. The City's strategic financial planning system has received national and state finance officer associations' recognition for "excellence in financial reporting" and "Distinguished Budgeting."

The Successor Agency has one project area, The Consolidated Whitewater Project Area, referred to as the Project Area herein (see "THE CONSOLIDATED WHITEWATER PROJECT AREA").

Successor Agency Staff

The City Manager also serves as the Executive Director of the Successor Agency. The City Finance Director maintains the Successor Agency's financial records and serves as the Successor Agency's Treasurer. The City Attorney also serves as the Successor Agency's counsel. Brief résumés of the key staff at the City and Successor Agency are set forth below:

Wade G. McKinney, City Manager, officially began his post as the City's lead administrator on July 1, 2013. Mr. McKinney has been in public service for 35 years, most recently serving as the City Manager for Atascadero, California for nearly 16 years. Prior to Atascadero, Mr. McKinney served as City Manager for Shafter, California in Kern County from 1986 to 1997. Mr. McKinney is the President of the California City Management Foundation whose mission is to promote and encourage excellence in city management. He has also led the Strong Cities – Strong State program and was recognized by his colleagues in 2011 for his "Outstanding Service to the Profession." In 2009, he was awarded the "Citizen of the Year" by the Atascadero Chamber of Commerce. He possesses a bachelor of science-urban planning degree from California State Polytechnic University, Pomona.

Kevin McCarthy, City Finance Director and Successor Agency Treasurer, has been with the City and Former Agency and Successor Agency since 1998. Mr. McCarthy previously served as the senior accountant for the SunLine Transit Agency, the Coachella Valley's public bus service. Mr. McCarthy earned his business management degree from California State University, San Bernardino.

Pursuant to Resolution No. 2012-03 (the "Establishing Resolution") adopted by the City Council on January 12, 2012, and Sections 34171(j) and 34173 of the Dissolution Act, the City Council appointed itself as successor to the Former Agency. On June 27, 2012, the Redevelopment Law was amended by AB 1484, which clarified that successor agencies are separate political entities and that the successor agency succeeds to the organizational status of the former redevelopment agency but without any legal authority to participate in redevelopment activities except to complete the work related to an approved enforceable obligation.

As discussed below, many actions of the Successor Agency are subject to approval by an "oversight board" and the review or approval by the State Department of Finance, including the issuance of bonds such as the Series 2016A Bonds.

Oversight Board

The Oversight Board was formed pursuant to Establishing Resolution adopted by the City Council on January 12, 2012. The Oversight Board is governed by a seven-member governing board, with one member appointed by each of the Economic Development Housing Division of the City, Coachella Valley Water District, College of the Desert, Desert Sands Unified School District, the County, the City, and an RDA Employee Representative.

Department of Finance Finding of Completion

The Dissolution Act established a process for determining the liquid assets that redevelopment agencies should have shifted to their successor agencies when they were dissolved, and the amount that should be available for remittance by the successor agencies to their respective county auditor-controllers for distribution to affected taxing entities within the project areas of the former redevelopment agencies. This determination process was required to be completed through the final step (review by the State Department of Finance) by November 9, 2012 with respect to affordable housing funds and by April 1, 2013 with respect to non-housing funds. Within five business days of receiving notification from the State Department of Finance, a successor agency must remit to the county auditor-controller the amount of unobligated balances determined by the State Department of Finance, or it may request a meet and confer with the State Department of Finance to resolve any disputes.

The Successor Agency has paid to the County Auditor-Controller all unobligated balances relating to affording housing funds, as determined by the State Department of Finance. In July 2013, the Successor Agency remitted to the County Auditor-Controller all unobligated balances relating to all other funds determined by the State Department of Finance. The Successor Agency has made all payments required under AB 1484 and has received its finding of completion from the State Department of Finance on April 26, 2013. On January 17, 2014, the State Department of Finance approved the Successor Agency's Long-Range Property Management Plan which was submitted on September 20, 2013.

State Controller Asset Transfer Review

The Dissolution Act requires that any asset of a former redevelopment agency transferred to a city, county or other local agency after January 1, 2011, be sent back to the successor agency. The State Controller reviewed and approved all transfers.

THE CONSOLIDATED WHITEWATER PROJECT AREA

General

In 1982, the Successor Agency adopted redevelopment plans for two separate projects, Whitewater Redevelopment Project Area No. 1 and Whitewater Redevelopment Project Area No. 2. In 1987 the two project areas were consolidated into one project area and named the "Consolidated Whitewater Project Area," which is referred to herein as the "Project Area." Currently, 3,327 acres within the Project Area produce tax increment.

The Project Area includes 80% of land within the City limits. Nearly 90% of the Project Area is developed residential property with the balance representing retail, office commercial and hotel resorts. The City does not have any industrial zoned areas. The residential development consists primarily of higher-end single family homes which represent 70% of the Project Area secured value. Apartments and condominiums represent 20% of the secured value.

There are 2,234 single family homes in the Project Area as of April 22, 2016. Residential Country Clubs located in the Project Area include the Desert Horizons Country Club, Eldorado Country Club, The Indian Wells Country Club, The Reserve, Toscana Country Club and The Vintage Club.

Of the major taxpayers, Hyatt Regency Indian Wells Resort and Spa (owned by Grand Champions LLC), the Renaissance Indian Wells Resort and Spa (owned by Felcor Esmeralda), the Miramonte Resort and Spa (owned by RPCWG Miramonte), and The Vintage Club (a private golf course) are all located in the Project Area and together represent approximately 1.8% of the assessed valuation in the Project Area.

The Project Area includes 171 holes of golf, divided among the various private clubs and resorts, as well as numerous grass, clay and hard surface tennis courts serving the resort developments. The City and the Successor Agency have reconstructed two championship quality eighteen hole golf courses owned by the City, along with the clubhouse, known as the Indian Wells Golf Resort. The golf course reconstruction project for the first eighteen hole golf course was completed in October, 2006. The second eighteen hole golf course and clubhouse were completed in November, 2007.

[INSERT PROJECT AREA MAP]

Pass-Through Agreements

Under redevelopment law existing at the time of the Former Agency's plan adoption, taxing jurisdictions that would experience a fiscal burden due to the existence of the redevelopment plan could enter into fiscal agreements with redevelopment agencies to alleviate that burden. Such agreements, known as Section 33401 fiscal, or passthrough, agreements, generally provide for redevelopment agencies to pay to a taxing entity some or all of that entity's share of the tax increment received by the Successor Agency. Taxing entities could separately receive their share of the growth in valuation due to inflation, known as Section 33676 or the 2% payments.

The Successor Agency has agreements with seven taxing entities regarding payments under Section 33401 (the Pass-Through Agreements herein). Under these agreements, the County Auditor-Controller passes through to the taxing entities varying percentages of the tax increment that the entities would otherwise receive.

The fiscal agreement with the County, covering both the County General Fund and the County Fire District, requires these entities to receive 100% of the combined County and County Fire District share of tax increment, approximately 36%. The Coachella Valley Water District receives 100% of its 6% share of tax increment.

Three entities – the Desert Sands Unified School District, County Superintendent of Schools and the College of the Desert – each receive 30% of their share of tax increment (respectively and approximately, 38%, 4% and 8%) above a \$5 million threshold, calculated annually. [The Successor Agency was notified in 2012 that two of these three entities (County Superintendent of Schools and the College of the Desert) questioned the interpretation of the \$5 million threshold, suggesting that their shares should be calculated on 100% of tax increment once \$5 million in tax increment had been collected on a cumulative basis, a threshold that was reached early in the terms of each project area comprising the Project Area's. The County Auditor-Controller and the Successor Agency interpret the threshold to be an annual \$5 million amount, not a cumulative threshold. Should the entities prevail in their interpretation, there could be an annual increase in pass through payments to these entities totaling an estimated \$760,000. In addition, the estimated annual increase could potentially be applied to prior years to the extent permissible by law. The Successor Agency has retained counsel in 2012. On April 4, 2014 and on April 16, 2014, the Successor Agency received correspondence from the County Office of Education and the College of the Desert, respectively, that each agency was suspending its pursuit of its claim and would not pursue litigation of the matter at this time. The Successor Agency makes no representations as to the validity of the challenge or any outcome should the school districts pursue this challenge.]

The Desert Recreation and Park District and the Coachella Valley Mosquito Abatement District each receive 100% of their shares (approximately 2% and 1%) of tax increment over a threshold of \$6.5 million annually.

Under the Section 33401 fiscal agreements, the taxing entities agreed to rescind any resolutions then in effect also claiming payments under Section 33676. Consequently, there are no resolutions in effect requiring payments under Section 33676.

The Section 33401 fiscal agreements contain no clauses allowing the Successor Agency to subordinate payments to the taxing entities to debt service payments. Therefore, all passthrough payments made under the fiscal agreements are senior to the Series 2014 Bonds, the Series 2015A Bonds, the Series 2016A Bonds, any other series of Bonds or Parity Debt, and the Senior Bonds.

Statutory Tax Sharing

In addition, certain sub-areas of the Project Areas are subject to the tax sharing provisions of AB 1290. Under Section 33607.5 and Section 33607.7 of the Law (added by AB 1290), any territory added to a project area after 1994 is required to share in tax increment revenues generated by such territory pursuant to a statutory formula (“Statutory Tax Sharing”). See APPENDIX A – “FISCAL CONSULTANT REPORT – Fiscal Agreements” for a description of the Successor Agency’s obligation to make statutory tax sharing payments.

The adoption of Ordinance 551 on November 6, 2003 eliminating the plan limitation on the issuance of indebtedness also triggered a statutory requirement that the Successor Agency commence making Statutory Tax Sharing payments to taxing entities not already subject to fiscal agreements. This requirement of redevelopment law sets the date on which new Statutory Tax Sharing payments commence as the date on which the plan limitation eliminated by the ordinance would have gone into effect. As the plan limitation on the issuance of indebtedness had been January 1, 2004, the new Statutory Tax Sharing payments for certain taxing entities commenced on that date.

The taxing entities subject to the Statutory Tax Sharing payments, and their approximate shares of tax increment, are the County Recreation and Park District (0.5%), the Coachella Valley Cemetery District (0.4%), the Desert Center Hospital District (0.6%) and the Coachella Valley Resource Conservation District (0.03%). The Statutory Tax Sharing payments are senior to debt service payable on the Series 2015A Bonds.

The Statutory Tax Sharing payments, specified in redevelopment law established by AB 1290, provide taxing entities with their share of twenty-five percent of incremental tax revenues above certain thresholds; in this case the initial threshold is the tax increment received from assessed valuation in 2003-04. Tax increment above that amount is distributed to the four taxing entities identified above that did not already have Section 33401 fiscal agreements in effect with the Successor Agency. New thresholds are established ten and thirty years beyond the initial threshold date and a portion of tax increment above these new thresholds are also paid to taxing entities.

Projections used in the fiscal consultant’s report incorporate the pass through payments made under the AB 1290 Statutory Tax Sharing provisions as well as under the Pass-Through Agreements.

Ten Largest Assesseees

Table 1 sets forth the ten largest assesseees in the Project Area whose property in the aggregate comprises approximately 5.81% of the total taxable value in the Project Area.

Table 1
Consolidated Whitewater Project Area
Ten Largest Fiscal Year 2015-16 Assesseees

<u>Property Owner</u>	<u>Secured</u>	<u>Unsecured</u>	<u>Total</u>	<u>Percent of Total</u>	<u>Principal Use</u>
Felcor Esmeralda	53,000,000	0	53,000,000	1.28%	Hotel/Motel
Grand Champions LLC	52,729,165	0	52,729,165	1.27	Hotel/Motel
RPCWG Miramonte	22,605,815	0	22,605,815	0.54	Hotel/Motel
Vintage Club	22,562,688	0	22,562,688	0.54	Golf Courses
Eldorado Country Club	22,446,061	0	22,446,061	0.54	Golf Courses
Village Shopping Center	15,436,236	0	15,436,236	0.37	Retail
Schmid Inv.	13,509,793	0	13,509,793	0.33	Office
IWCC Acquisition Corp.	13,075,569	0	13,075,569	0.32	Golf Courses
Private Owner	13,051,640	0	13,051,640	0.31	Residential
Private Owner	12,669,104	0	12,669,104	0.31	Residential
Total, Top Ten:	241,086,071	0	241,086,071	5.81	
Total, Top Twenty:	343,851,866	0	343,851,866	8.28	
Total, Top Hundred:	801,846,050	167,647	802,013,697	19.32	
Total for the Area:	4,129,207,956	21,236,795	4,150,444,751	100.00%	

Source: Riverside County Office of the Assessor; Urban Analytics.

There is some variety in use among the ten largest assesseees. the Felcor Esmeralda property is the Renaissance Indian Wells Resort and Spa, a 20-acre hotel resort on Indian Wells Lane; the Grand Champions LLC property is the Hyatt Regency Indian Wells Resort and Spa, a 22-acre hotel resort on Indian Wells Lane; and the RPCWG Miramonte property is the Miramonte Resort and Spa on Indian Wells Lane. Of the remaining properties, Vintage Club, Eldorado Country Club and IWCC Acquisition Corp are golf course properties.

Alexander & Baldwin, a Hawaii-based property development company, owns the Village Shopping Center at Indian Wells, a 104,600 square foot shopping center. Schmid Inv. owns six parcels along Highway 111 including four office buildings. Two of the largest owners are single-family homeowners, with one property located on Las Cascadas Court and another on Morningstar Drive.

As noted previously under “Assessment Appeals”, certain properties owned by Felcor Esmeralda and Schmid Inv. have pending assessment appeals.

Property Tax Delinquencies

The County utilizes a mechanism for the distribution of tax increment revenue to the former redevelopment agencies that has a similar effect on the Successor Agency’s tax increment revenues as the device known as the Teeter Plan (Section 4701 *et seq.* of the California Revenue and Taxation Code). The Teeter Plan allows counties to distribute secured property tax revenue to participating jurisdictions without regard to delinquencies by maintaining a reserve fund to cover delinquencies and allocating revenue based on the original secured roll, retaining all delinquent tax payments and penalties. Under the mechanism used by the County to distribute tax increment revenue to the former redevelopment agencies, the County pays one-half of the taxes from the net taxable assessed valuation appearing on the equalized roll to each agency’s RPTTF on January 2 and the other one-half on June 1; delinquencies are not deducted from the RPTTF revenue, and delinquent tax payments and defaulted tax redemptions, penalties and interest are not added to RPTTF revenue. Consequently, the Successor Agency is not affected by delinquent tax payments. Consequently, the Successor Agency is not affected by delinquent tax payments. However, the County

Auditor-Controller’s office has indicated that the County may cease to use this mechanism at some future date. There is no indication of when or whether this change may occur or what tax increment distribution mechanism would replace it.

In the past four years, the delinquency rate for all secured properties in the Project Area has been as high as 1.1% and as low as 0.5% on July 17, 2013. The overall delinquency rate for the last full fiscal year (2014-15) for all secured properties in the Project Area was 1.1% as of August 5, 2015.

As described in this Official Statement, the Controller deposits property tax revenues attributable to the Project Area into the RPTTF twice each year, once on January 2 and again on June 1. The Agency’s annual debt service and contractual obligations are identified on a Recognized Obligation Payment Schedule that is approved by the Successor Agency’s Oversight Board and by the State Department of Finance. The Successor Agency prepares a single Recognized Obligation Payment Schedule each year, covering payments due in the January to June period (referred to as ROPS “B”) and in the July to December period (referred to as ROPS “A”). In order to have sufficient funds in a subsequent period, the Successor Agency may identify on its Recognized Obligation Payment Schedule an amount necessary to be retained in the RPTTF to be applied to obligations shown on a subsequent Recognized Obligation Payment Schedule. Any amount remaining in the RPTTF after payment of administrative costs, passthrough payments and Recognized Obligation Payment Schedule obligations is immediately distributed to other taxing entities.

Property Value by Land Use

Table 2 sets forth the distribution of property value located in the Project Area by principal purpose for which the land is used.

Table 2
Consolidated Whitewater Project Area
Property Value by Land Use⁽¹⁾
Fiscal Year 2015-16

Land Use	Secured AV	Percent of AV	Number of Parcels	Percent of Parcels	Acres	Percent of Acres
Commercial	\$ 315,910,240	7.7%	4,732	50.4%	2,408	72.4%
Single-Family Res.	2,973,560,230	72.0	2,311	24.6	255	7.7
Condominiums	726,509,714	17.6	1,676	17.9	33	1.0
Other Residential	22,124,557	0.5	15	0.2	25	0.7
Vacant	89,517,580	2.2	627	6.7	572	17.2
Other	1,585,635	0.0	26	0.3	33	1.0
Total	\$4,129,207,956	100.0%	9,387	100.0%	3,327	100.0%

(1) Valuations include homeowner’s exemptions, restored by the Auditor prior to the calculation of tax increment. Acreage is estimated using tax roll data and information provided by the Successor Agency. Timeshares are included in Commercial Secured assessed valuation figure but are excluded from the parcel count and acreage figures.

Source: Riverside County Office of the Assessor; Urban Analytics.

Plan Limitations

Under the provisions of Redevelopment Law, the following limitations are imposed upon the redevelopment plan for the Project Area: (1) the time limit on the effectiveness of the Redevelopment Plan is July 15, 2025, (2) the time limit for the repayment of indebtedness is July 15, 2035, (3) the number of tax increment dollars that may be allocated to the Successor Agency shall not exceed \$1.2 billion (as

adjusted as described below), and (4) the amount of bonded indebtedness, to be repaid, in whole in or part from such allocation of tax increment, that can be outstanding at one time shall not exceed \$120 million (as adjusted as described below).

SB 107, which became effective September 22, 2015, amended the Dissolution Act to provide that the time limits for receiving property tax revenues and the limitation on the amount of property tax revenues that may be received by the Former Agency and the Successor Agency set forth in the Redevelopment Plan are not effective for purposes of paying the Successor Agency's enforceable obligations such as the Senior Bonds, the Series 2016A Bonds and Parity Debt. Accordingly, the projections set forth in this Official Statement and in the Fiscal Consultant's Report attached to this Official Statement as Appendix A were prepared without regard to the time and financial limitations set forth in the Redevelopment Plan.

Assessment Appeals

Property owners can appeal the assessment of their property to the county assessment appeals board. See "BOND OWNERS' RISKS – Assessment Appeals" and APPENDIX A – "FISCAL CONSULTANT REPORT." The Fiscal Consultant conducted a review of pending and recently resolved assessment appeals in order to determine potential impact on current and future Project Area value and tax increment revenue. The results of this review are described in the Fiscal Consultant's Report attached as APPENDIX A, portions of which are summarized below.

There are two basic types of assessment appeals provided for under California law. The first type of appeal, commonly referred to as a base year assessment appeal, involves a dispute on the valuation assigned by the county assessor immediately subsequent to a change in ownership or completion of new construction. If the base year value assigned by the county assessor is reduced, the valuation of the property cannot increase in subsequent years more than two percent annually unless and until another change in ownership and/or additional new construction activity occurs.

The most common type of appeal filed is known as a Proposition 8 appeal, in which the property owner seeks a reduction in a particular year's assessment based on the current economic value of the property. The county assessor may also adjust valuations based on Proposition 8 criteria. Reductions in valuation made under Proposition 8 are temporary, with valuations restored to their full assessments once the economic reason for the reduction no longer applies. Such reductions can affect the Successor Agency's tax increment while they are in effect.

The Riverside County Assessor (the "Assessor") annually reports on the number of assessments by city subject to Proposition 8 reductions, and the amount of Proposition 8 reductions. For Fiscal Year 2015-16, the Assessor reports 2,269 properties reduced through Proposition 8 in the City of Indian Wells and \$655,741,365 in reduced valuation. This compares to 2,572 properties and \$702,465,958 in Proposition 8 reductions in Fiscal Year 2014-15, 4,027 properties and \$843,678,753 in Proposition 8 reductions in Fiscal Year 2013-14, 4,434 properties and \$902,804,427 in Proposition 8 reductions in Fiscal Year 2012-13 and 4,116 properties and \$915,179,042 in Proposition 8 reductions in Fiscal Year 2011-12.

With respect to the Project Area, a review of the Project Area property tax rolls for Fiscal Year 2015-16 indicates that a substantial number of residential parcels that appear to have previously been subject to Proposition 8 reductions have had their valuations increased, while some vacant properties have had their valuations reduced through what appear to be Proposition 8 reductions (the Assessor does not indicate on the rolls which parcels are subject to Proposition 8). These reductions and restorations are discussed further below and in the Fiscal Consultant's Report attached hereto as APPENDIX A.

With respect to direct property owner appeals, the County experienced a high level of assessment appeals in the late 1990's and again in 2007 and 2008. Within the Project Area, the primary cause of such appeals was declining market value of improved and unimproved residential property. Further significant appeals to assessed values in the Project Area may be filed from time to time in the future. The Successor Agency cannot predict the extent of any such appeals or their likelihood of success.

Based on information provided by the Assessor's office on November 25, 2015, there are 85 appeals pending in the Project Area, shown in Table 3. The amount of assessed valuation in dispute (the original county valuation less the applicant's opinion of value) is \$73.5 million. The disputed amounts will be resolved in the appeals process and some portion of those amounts may be adjusted. To provide some indication of the proportion of valuation upheld on appeal, Table 3 provides information on resolved appeals filed in previous years in the Project Area. Overall, the 888 appeals settled in the Project Area during the Fiscal Year 2006-07 to Fiscal Year 2015-16 period resulted in reductions in valuation of \$43.9 million out of \$2.1 billion in enrolled valuation subject to appeals, or around 2.1%. The overall retention rate has thus been approximately 97.9% of the original valuation.

The potential exposure of the Successor Agency's tax increment revenue to appeals, were either (i) the County Auditor-Controller to change its policy of deducting appeal-related tax refunds solely from supplemental revenue and not from tax increment or (ii) the Assessor to continue Proposition 8 reductions on future rolls for properties granted prior year reductions, may be seen by applying the retention rate to the amount of valuation in dispute in pending appeals.

Applying the 97.9% retention rate for resolved appeals to the \$175 million in total valuation for parcels with appeals pending indicates a potential valuation reduction of \$3.6 million or approximately \$36,000 in tax revenue. If the full amount of disputed valuation were granted, the reduction in valuation would be \$73.5 million or approximately \$734,000 in tax revenue. As noted below under "Tax Increment Projection", no assumptions are made regarding any potential appeal-related adjustments to Project Area valuation.

See APPENDIX A – "FISCAL CONSULTANT REPORT – Assessment Appeals." The County has two years from the date of filing to rule on appeal requests. If the County reduces the assessed value of any parcel, there can be no assurance that the reduction will be by the amount estimated by the Fiscal Consultant. Also, additional appeals on property within the Project Area may be filed in the future. The Successor Agency cannot predict the extent of any such appeals or their likelihood of success.

The following table illustrates the pending and resolved assessment appeals in the Project Area, and a projection of the estimated impact of pending appeals on assessed value.

Table 3
Successor Agency to the Indian Wells Redevelopment Agency
Consolidated Whitewater Redevelopment Project
Assessment Appeals

Roll Year	Status	Number of Appeals	County Valuation	Applicant Opinion of Value	Valuation After Appeal	Retention Rate ⁽¹⁾
2015-16	Resolved	1	\$ 1,508,000	\$ 905,000	\$ 1,508,000	100.0%
2015-16	Pending	56	117,819,906	75,695,004	TBD	TBD
2014-15	Resolved	71	162,437,345	101,797,942	155,607,480	95.8%
2014-15	Pending	7	55,221,693	24,745,030	TBD	TBD
2013-14	Resolved	75	233,019,699	150,691,905	223,112,737	95.7%
2013-14	Pending	2	1,966,000	1,090,489	TBD	TBD
2012-13	Resolved	92	234,438,940	129,086,818	230,567,490	98.3%
2012-13	Pending	--	--	--	--	--
2011-12	Resolved	114	252,241,552	146,455,835	245,503,541	97.3%
2011-12	Pending	--	--	--	--	--
2010-11	Resolved	113	227,626,451	120,845,197	222,416,357	97.7%
2010-11	Pending	--	--	--	--	--
2009-10	Resolved	209	433,241,529	271,113,400	425,435,770	98.2%
2009-10	Pending	--	--	--	--	--
2008-09	Resolved	139	284,464,096	167,802,673	284,060,426	99.9%
2008-09	Pending	--	--	--	--	--
2007-08	Resolved	49	155,903,788	103,638,512	153,000,183	98.1%
2007-08	Pending	--	--	--	--	--
2006-07	Resolved	25	134,253,201	60,221,216	133,983,721	99.8%
2006-07	Pending	--	--	--	--	--
All Years	Resolved	888	\$2,119,134,601	\$1,252,558,498	\$2,075,195,705	97.9%
All Years	Pending	65	\$ 175,007,599	\$ 101,530,523	TBD	TBD

(1) Retention Rate is the proportion of value retained after resolution of an appeal. The rate is calculated by dividing the "Valuation After Appeal" into the "County Valuation." For withdrawn and denied appeals, the "Valuation After Appeal" is the original County valuation. Data obtained from the Riverside County Assessor's Assessment Appeals Database as of November 25, 2015. Source: Riverside County Office of the Assessor; Urban Analytics.

Under Section 51 of the Revenue and Taxation Code the annual increase in assessed valuation for real property is limited to the lesser of two percent or the October-to-October change in the California Consumer Price Index (CCPI) preceding the January 1 lien date. The State Board of Equalization reports the figure annually in late December. Since 1976-77 the CCPI has been above two percent in all but seven years, with the lowest CCPIs being a negative 0.237 percent for Fiscal Year 2010-11 and a positive 0.753% for Fiscal Year 2011-12. The factor applied to the Fiscal Year 2012-13 and Fiscal Year 2013-14 rolls was 2.00%. The factor for the Fiscal Year 2014-15 rolls was 0.454% and the factor for the Fiscal Year 2015-16 roll [is][was] 1.998%. The factor for Fiscal Year 2016-17 will be 1.525%. This factor, referred to at times in this Analysis as the Proposition 13 inflation factor, is applied to land and improvements where the property has not been sold or, in the case of improvements, newly constructed. Properties whose valuations have been reduced under Proposition 8 continue to receive an inflationary adjustment under Proposition 13 on the reduced valuation.

A number of appeals have been filed by large property owners in the Project Area, shown on Table 4. Properties owned by Schmid Inv. and Felcor Esmeralda have appeals pending for the 2014-15 roll year. A resolved appeal by Felcor Esmeralda for the 2013-14 roll year resulted in a decrease in valuation of \$4 million; resolved appeals for roll years 2012-13 and 2011-12 resulted in no change in valuation. The

property is currently valued at \$53 million; the disputed valuation is \$27.5 million. The property accounts for 1.3% of Project Area valuation.

Table 4
Successor Agency to the Indian Wells Redevelopment Agency
Consolidated Whitewater Redevelopment Project
Assessment Appeals by Large Owners

Roll Year	Owner Name	Status	County Valuation	Applicant Opinion of Value	Valuation After Appeal
2014-15	Felcor Esmeralda	1 Pending	\$47,365,000	\$19,857,106	TBD
2014-15	Schmid Inv.	1 Pending	3,830,631	1,900,000	TBD
2013-14	Felcor Esmeralda	1 Resolved	47,600,000	39,236,845	\$(4,050,202)
2013-14	RPCWG Miramonte Owner	2 Resolved	19,798,732	10,150,000	--
2012-13	Felcor Esmeralda	1 Resolved	47,600,000	7,768,700	--
2012-13	RPCWG Miramonte Owner	2 Resolved	19,947,777	15,200,000	--
2012-13	Village Shopping Center	1 Resolved	12,161,297	6,050,000	--
2011-12	Felcor Esmeralda	1 Resolved	33,675,000	19,730,000	--
2011-12	Village Shopping Center	1 Resolved	11,922,841	5,940,000	--

Data obtained from the Riverside County Assessor's Assessment Appeals Database as of November 25, 2015
Source: Riverside County Office of the Assessor; Urban Analytics.

ESTIMATED REVENUES AND BOND RETIREMENT

The Successor Agency has retained Urban Analytics, LLC, San Francisco, California (the "Fiscal Consultant"), to analyze the Project Area and to project future Tax Increment Revenues for the Project Area. The Fiscal Consultant's report is included as APPENDIX A and should be read in its entirety.

The Project Area base year 1981-82 assessed valuation is \$390,429,692. The assessed valuation for Fiscal Year 2015-16 is \$4,150,444,751, which produces a total incremental value of \$3,767,384,659. The total Tax Increment Revenues for Fiscal Year 2015-16 are estimated to be approximately \$38,103,827 and total Tax Revenues are estimated to be approximately \$15,971,337. The Tax Rate calculated by the City is 1.000% for the secured roll and the unsecured roll for the Successor Agency. In accordance with Health and Safety Code Section 33670(e) the Successor Agency Tax Rate excludes taxes related to bonded indebtedness of the City approved by the voters of the City on or after January 1, 1989, and issued for the acquisition or improvement of real property. The Successor Agency does not receive, on an annual basis, all Tax Increment Revenues, unless required to pay debt service.

Actual levels of future Tax Increment Revenues will depend upon the rate of growth in tax increment resulting from new development, change of ownership and inflation, and changes in tax rates, and may differ from the projections presented herein.

Table 5
Successor Agency to the Indian Wells Redevelopment Agency
Historical Assessed Valuation and Tax Increment Verification
Fiscal Year 2011-12 through 2015-16

Roll	2011-12	2012-13	2013-14	2014-15	2015-16
Secured					
- Land	\$1,269,299,340	\$1,296,731,626	\$1,339,548,386	\$1,375,637,542	\$1,419,856,571
- Improvements	2,345,643,822	2,390,765,223	2,480,345,942	2,592,207,337	2,700,653,272
- Personal Property	16,491,466	16,586,052	15,599,113	15,929,659	17,040,410
- Exemptions	(9,140,702)	(8,911,614)	(8,634,080)	(8,396,421)	(8,342,297)
Secured Total	<u>\$3,622,293,926</u>	<u>\$3,695,171,287</u>	<u>\$3,826,859,361</u>	<u>\$3,975,378,117</u>	<u>\$4,129,207,956</u>
Unsecured					
- Land	--	--	--	--	--
- Improvements	9,418,657	10,027,124	9,217,758	8,046,166	7,505,601
- Personal Property	19,888,339	18,672,602	19,623,945	18,876,702	13,731,194
- Exemptions	--	--	--	--	--
Unsecured Total	<u>\$ 29,306,996</u>	<u>\$ 28,699,726</u>	<u>\$ 28,841,703</u>	<u>\$ 26,922,868</u>	<u>\$ 21,236,795</u>
Utility					
- Land	--	--	--	--	--
- Improvements	--	--	--	--	--
- Personal Property	--	--	--	--	--
- Exemptions	--	--	--	--	--
Utility Total	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
Totals:	\$3,651,600,922	\$3,723,871,013	\$3,855,701,064	\$4,002,300,985	\$4,150,444,751
Percent Change	-4.29%	1.98%	3.54%	3.80%	3.70%
Plus: HOPTR AV ⁽¹⁾	--	--	7,632,800	7,560,000	7,369,600
Less: Base AV	(390,429,692)	(390,429,692)	(390,429,692)	(390,429,692)	(390,429,692)
Incremental AV:	<u>\$3,261,171,230</u>	<u>\$3,333,441,321</u>	<u>\$3,472,904,172</u>	<u>\$3,619,431,293</u>	<u>\$3,767,384,659</u>
Incremental Revenue (1%)	32,611,712	33,334,413	34,729,042	36,194,313	37,673,847
Plus: Additional Revenue ⁽²⁾	525,391	569,067	864,574	891,803	--
Tax Increment Collected	<u>\$ 33,137,103</u>	<u>\$ 33,903,480</u>	<u>\$ 35,593,616</u>	<u>\$ 37,086,116</u>	<u>\$ 37,673,847</u>

(1) The Homeowner's Property Tax Relief exemption, reimbursed by the state.

(2) Revenue from unitary and supplemental rolls, prior-year adjustments, interest and other sources.

Sources: Urban Analytics; County of Riverside, the Successor Agency.

As detailed in the Fiscal Consultant's Report, the Fiscal Year 2015-16 valuation increase of \$148.1 million was attributable to a combination of factors. Secured valuation increases from the Proposition 13 inflation factor totaled \$42.1 million. Valuation gains from new ownership on 523 parcels accounted for \$44.6 million of the increase, while new development on 32 parcels contributed \$32.7 million in growth. Properties posting an increase in improvements above the Proposition 13 inflation factor with no change in ownership accounted for \$48.9 million in added valuation, including \$5.5 million in valuation added to the Felcor Esmeralda property and \$3.2 million in valuation added to the Grand Champions property. Other properties posted increases totaling \$21.0 million, while a number of properties posted decreases of \$36.7 million. While it is possible that these increases were from the restoration of Proposition 8 decreases made in prior years and the decreases from the application of new Proposition 8 decreases, the Assessor's office does not identify those properties subject to Proposition 8 adjustments on the rolls. Unsecured properties

posted a net decrease of \$5.6 million between Fiscal Year 2014-15 and Fiscal Year 2015-16 across 112 properties.

Tax increment is projected over the duration of the plan in the Project Area, as shown in Table 6 below and in Table 8 of the Fiscal Consultant's Report.

Table 8 in the Fiscal Consultant's Report attached hereto as APPENDIX A sets forth estimated Fiscal Year 2015-16 Tax Increment Revenues and Tax Revenues and forecasts growth in Tax Increment Revenues and Pledged Tax Revenues through Fiscal Year 2034-35, incorporating the Proposition 13 adjustment of 1.525% for real property on the Fiscal Year 2016-17 roll and assuming a 2% rate of growth in real property from Fiscal Year 2017-18 forward. These projections do not reflect changes to assessed valuation due to new construction, property sales, Proposition 8 reductions, assessment appeals or other factors. The actual growth rate may be less than the projected in the Project Area. Table 6 projects annual debt service coverage based on the forecasts of Tax Increment Revenues. Secured personal property and unsecured valuations are assumed to remain constant throughout.

Table 6
Successor Agency to the Indian Wells Redevelopment Agency
Estimated Debt Service Coverage
Fiscal Years 2015-16 through 2034-35

Year	Available Tax Increment Revenues ⁽¹⁾	County Admin. Fee	Pass-Through Payments	Net Tax Revenues ⁽²⁾	Debt Service on the Series 2006A Bonds	Debt Service on the Series 2010A Bonds	Total Senior Bonds Debt Service ⁽³⁾	Pledged Tax Revenues	Debt Service on the Series 2014 Bonds	Debt Service on the Series 2015A Bonds	Debt Service on the Series 2016A Bonds ⁽³⁾	Debt Service on All Bonds ⁽³⁾	Excess Tax Increment ⁽³⁾	Coverage on All Bonds (%) ⁽³⁾
2016	\$ 38,103,827	\$ (571,557)	\$ (21,560,933)	\$ 15,971,337	(2,959,619)	(774,546)	(3,734,165)	12,237,172	(4,462,503)	(1,873,900)	(180,554)	(10,251,122)	5,720,215	156
2017	38,732,056	(580,981)	(21,935,052)	16,216,023	0	(776,546)	(776,546)	15,439,477	(4,458,938)	(1,838,500)	(2,651,750)	(9,725,734)	6,490,289	167
2018	39,568,528	(593,528)	(22,433,183)	16,541,817	0	(777,946)	(777,946)	15,763,871	(4,460,207)	(2,336,500)	(2,016,950)	(9,591,604)	6,950,213	172
2019	40,421,730	(606,326)	(22,941,276)	16,874,128	0	(778,746)	(778,746)	16,095,382	(4,459,402)	(2,329,500)	(2,023,350)	(9,590,998)	7,283,130	176
2020	41,291,995	(619,380)	(23,459,532)	17,213,083	0	(778,576)	(778,576)	16,434,507	(4,457,873)	(2,330,500)	(2,023,150)	(9,590,100)	7,622,983	179
2021	42,179,666	(632,695)	(23,988,152)	17,558,819	0	(777,214)	(777,214)	16,781,605	(4,459,032)	(2,333,750)	(2,022,750)	(9,592,746)	7,966,073	183
2022	43,085,090	(646,276)	(24,527,345)	17,911,469	0	(774,714)	(774,714)	17,136,755	(4,457,372)	(2,333,000)	(2,025,750)	(9,590,835)	8,320,634	187
2023	44,008,623	(660,129)	(25,077,322)	18,271,172	0	(776,039)	(776,039)	17,495,133		(2,553,250)	(2,858,250)	(6,187,539)	12,083,633	295
2024	44,950,626	(674,259)	(25,638,298)	18,638,069	0	(776,464)	(776,464)	17,861,605		(2,558,250)	(2,858,750)	(6,193,464)	12,444,605	301
2025	45,911,469	(688,672)	(26,210,494)	19,012,303	0	(780,420)	(780,420)	18,231,883		(2,553,000)	(2,856,750)	(6,190,170)	12,822,133	307
2026	46,891,530	(703,373)	(26,794,133)	19,394,024	0	(777,620)	(777,620)	18,616,404		(2,557,750)	(2,857,250)	(6,192,620)	13,201,404	313
2027	47,891,191	(718,368)	(27,389,446)	19,783,377	0	(773,245)	(773,245)	19,010,132		(2,556,750)	(2,860,000)	(6,189,995)	13,593,382	320
2028	48,910,846	(733,663)	(27,996,665)	20,180,518	0	(772,895)	(772,895)	19,407,623			(5,514,750)	(6,287,645)	13,892,873	321
2029	49,950,894	(749,263)	(28,616,028)	20,585,603	0	(780,645)	(780,645)	19,804,958			(5,508,750)	(6,289,395)	14,296,208	327
2030	51,011,743	(765,176)	(29,247,778)	20,998,789	0	(771,645)	(771,645)	20,227,144			(5,513,250)	(6,284,895)	14,713,894	334
2031	52,093,808	(781,407)	(29,892,164)	21,420,237	0	(776,645)	(776,645)	20,643,592			(5,507,250)	(6,283,895)	15,136,342	341
2032	53,197,515	(797,963)	(30,549,437)	21,850,115	0	(769,260)	(769,260)	21,080,855			(5,515,750)	(6,285,010)	15,565,105	348
2033	54,323,297	(814,849)	(31,219,855)	22,288,593	0	(780,600)	(780,600)	21,507,993			(5,507,500)	(6,288,100)	16,000,493	354
2034	55,471,593	(832,074)	(31,903,682)	22,735,837	0	(773,588)	(773,588)	21,962,250			(5,517,750)	(6,291,338)	16,444,500	361
2035	56,642,856	(849,643)	(32,602,890)	23,190,323	0			23,190,323					23,190,323	N/A
2036	--	--	--	--	0									
Total	\$934,638,883	\$(14,019,582)	\$(533,983,665)	\$386,635,636	(2,959,619)	(14,747,354)	(17,706,973)	368,928,663	(31,215,327)	(28,154,650)	(65,820,254)	(142,897,204)	243,738,432	

(1) Indicated amounts reflect the projected Tax Increment Revenues for the indicated years.

(2) Indicated amounts are the projected Tax Revenues for the indicated years.

(3) Preliminary, subject to change.

Source: Urban Analytics and the Underwriter.

BOND OWNERS' RISKS

The following factors, along with all other information in this Official Statement, should be considered by potential investors in evaluating the Series 2016A Bonds and the credit quality of the Series 2016A Bonds. The following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the Series 2016A Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks. For a discussion of certain matters that will or could cause reductions in the Pledged Tax Revenues available in future years, see "LIMITATIONS ON TAX REVENUES" of this Official Statement.

Limited Special Obligations

The Series 2016A Bonds are special obligations payable solely from certain payments from the Successor Agency and certain other funds. Neither the City, the County, the State of California (the "State") nor any political subdivision thereof, except the Successor Agency, shall be obligated to pay the principal of the Series 2016A Bonds, or the interest thereon, except from the funds described above, and neither the faith and the credit nor the taxing power of the County, the State of California nor any political subdivision thereof is pledged to the payment of the principal of or the interest on the Series 2016A Bonds. The issuance of the Series 2016A Bonds shall not directly, indirectly or contingently obligate the City, the County, the State of California or any political subdivision thereof to levy or pledge any form of taxation whatever therefor or to make any appropriations for their payment. The Successor Agency has no taxing power.

Subordinate Lien Risks

The Series 2016A Bonds are payable from Pledged Tax Revenues on a basis junior and subordinate to the Senior Bonds and other obligations as described under the captions "INTRODUCTION -Security for the Bonds – Outstanding Senior Bonds" and "SECURITY FOR THE BONDS - Pledged Tax Revenues." In the event of default or insufficiency of Pledged Tax Revenues that affects payment under the Senior Bonds, the municipal bond insurers and/or owners of such Senior Bonds will have the right to direct rights and remedies including acceleration of the principal amount of such Senior Bonds, which would adversely affect the availability of Pledged Tax Revenues to the Series 2016A Bonds.

Recognized Obligation Payment Schedule

The Dissolution Act provides that only those payments listed in a Recognized Obligation Payment Schedule may be made by the Successor Agency from the funds specified in the Recognized Obligation Payment Schedule. The Successor Agency prepares a single Recognized Obligation Payment Schedule each year, covering payments due in the January to June period (referred to as ROPS "B") and in the July to December period (referred to as ROPS "A"). In order to have sufficient funds in a subsequent period, the Successor Agency may identify on its Recognized Obligation Payment Schedule an amount necessary to be retained in the RPTTF to be applied to obligations shown on a subsequent Recognized Obligation Payment Schedule. The Controller deposits funds into the RPTTF twice each year, once on January 2 and again on June 1. Any amount remaining in the RPTTF after payment of administrative costs, passthrough payments and Recognized Obligation Payment Schedule obligations is immediately distributed to other taxing entities. Pledged Tax Revenues will not be withdrawn from the RPTTF by the County Auditor-Controller and remitted to the Successor Agency without a Recognized Obligation Payment Schedule approved by the State Department of Finance. See "SECURITY FOR THE BONDS – Recognized Obligation Payment Schedule." If the Successor Agency were to fail to complete an approved Recognized Obligation Payment Schedule, the availability of Pledged Tax Revenues to the Successor Agency could be adversely affected for such period.

Challenges to Dissolution Act

Several successor agencies, cities and other entities have filed judicial actions challenging the legality of various provisions of the Dissolution Act. One such challenge is an action filed on August 1, 2012, by Syncora Guarantee Inc. and Syncora Capital Assurance Inc. (collectively, “Syncora”) against the State, the State Controller, the State Director of Finance, and the Auditor-Controller of San Bernardino County on his own behalf and as the representative of all other County Auditors in the State (Superior Court of the State of California, County of Sacramento, Case No. 34-2012-80001215). Syncora are monoline financial guaranty insurers domiciled in the State of New York, and as such, provide credit enhancement on bonds issued by state and local governments and do not sell other kinds of insurance such as life, health, or property insurance.

Syncora provided bond insurance and other related insurance policies for bonds issued by former California redevelopment agencies.

The complaint alleged that the Dissolution Act, and specifically the “Redistribution Provisions” thereof (*i.e.*, California Health and Safety Code Sections 34172(d), 34174, 34177(d), 34183(a)(4), and 34188) violate the “contract clauses” of the United States and California Constitutions (U.S. Const. art. 1, § 10, cl.1; Cal. Const. art. 1, § 9) because they unconstitutionally impair the contracts among the former redevelopment agencies, bondholders and Syncora. The complaint also alleged that the Redistribution Provisions violate the “Takings Clauses” of the United States and California Constitutions (U.S. Const. amend. V; Cal Const. art. 1 § 19) because they unconstitutionally take and appropriate bondholders’ and Syncora’s contractual right to critical security mechanisms without just compensation.

After hearing by the Sacramento County Superior Court on May 3, 2013, the Superior Court ruled that Syncora’s constitutional claims based on contractual impairment were premature. The Superior Court also held that Syncora’s takings claims, to the extent based on the same arguments, were also premature. Pursuant to a Judgment stipulated to by the parties, the Superior Court on October 3, 2013, entered its order dismissing the action. The Judgment, however, provides that Syncora preserves its rights to reassert its challenges to the Dissolution Act in the future. The Successor Agency does not guarantee that any reassertion of challenges by Syncora or that the final results of any of the judicial actions brought by others challenging the Dissolution Act will not result in an outcome that may have a material adverse effect on the Successor Agency’s ability to timely pay debt service on the Series 2016A Bonds.

Mandatory Redemption on Acceleration of Bonds on Default; Acceleration of Senior Bonds

The Series 2016A Bonds are subject to mandatory redemption upon the acceleration of the Series 2016A Bonds upon the occurrence of an Event of Default under Indenture. As a practical matter in the event of a payment default by the Successor Agency, it is unlikely the Successor Agency would have the financial resources to meet accelerated obligations. No real or personal property in the Project Area is pledged to secure the Series 2016A Bonds, and it is not anticipated that the Successor Agency will have available moneys sufficient to pay the amount of principal and interest due upon acceleration of the Series 2016A Bonds, and to redeem all of the Series 2016A Bonds in the event of a default. Additionally, as provided in the Indenture, [Bond Insurer], in connection with the issuance of the Policy, will retain the right to control remedies on the Series 2016A Bonds in the Event of Default, possibly in conflict with the Owners of the Series 2016A Bonds. See “Bond Insurance Risk Factors” below.

Additionally, the Senior Bonds are subject to acceleration upon an Event of Default under the respective Fiscal Agent Agreements. See “SECURITY FOR THE BONDS – Security for the Bonds,” herein.

Reduction in Taxable Value

Tax Incremental Revenues allocated to the Successor Agency are determined by the amount of incremental taxable value in the Project Area allocable to the Project Area and the current rate or rates at which property in the Project Area is taxed. The reduction of taxable values of property caused by economic factors beyond the Successor Agency's control, such as a relocation out of the Project Area by one or more major property owners, or the transfer, pursuant to California Revenue and Taxation Code Section 68, of a lower assessed valuation to property within the Project Area by a person displaced by eminent domain or similar proceedings, appeals to value under Proposition 8 or other assessment appeals, or the discovery of hazardous substances on a property within the Project Area (see "Hazardous Substances," below) or the complete or partial destruction of such property caused by, among other eventualities, an earthquake (see "Earthquake" below), flood or other natural disaster, could cause a reduction in the Pledged Tax Revenues securing the Series 2016A Bonds. Property owners may also appeal to the Assessor for a reduction of their assessed valuations or the Assessor could order a blanket reduction in assessed valuations based on then current economic conditions. See APPENDIX A – "FISCAL CONSULTANT REPORT – Assessment Appeals."

Bond Insurance Risk Factors

[The scheduled payment of principal of and interest on the Series 2016A Bonds when due will be guaranteed under the Policy. The following are risk factors relating to the Policy.

In the event of default of the scheduled payment of principal of or interest on the Series 2016A Bonds when all or some becomes due, the Trustee on behalf of the Owners of the Series 2016A Bonds shall have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Series 2016A Bonds by the Successor Agency from the bond owner as a voidable preference under applicable bankruptcy law is covered by the insurance policy, however, such payments will be made by [Bond Insurer] at such time and in such amounts as would have been due absence such prepayment by the Successor Agency unless [Bond Insurer] chooses to pay such amounts at an earlier date.

A default of payment of principal and interest does not result in an acceleration of the Bonds or the obligations of [Bond Insurer] unless consented to by [Bond Insurer]. The Bond Insurer may direct and must consent to any remedies and [Bond Insurer]'s consent may be required in connection with amendments to any applicable bond documents.

In the event [Bond Insurer] is unable to make payment of principal and interest as such payments become due under the Policy, the Series 2016A Bonds are payable solely from the moneys received pursuant to the applicable bond documents. In the event [Bond Insurer] becomes obligated to make payments with respect to the Series 2016A Bonds, no assurance is given that such event will not adversely affect the market price of the Series 2016A Bonds or the marketability (liquidity) for the Series 2016A Bonds.

The insured ratings on the Series 2016A Bonds are dependent in part on the financial strength of [Bond Insurer] and its claim paying ability. The Bond Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the ratings of [Bond Insurer] and of the ratings on the Series 2016A Bonds insured by [Bond Insurer] will not

be subject to downgrade and such event could adversely affect the market price of the Series 2016A Bonds or the marketability (liquidity) for the Series 2016A Bonds. See description of “OTHER INFORMATION – Rating” herein.

The obligations of [Bond Insurer] are unsecured obligations and in an event of default by [Bond Insurer], the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the Successor Agency nor the Underwriter have made independent investigation into the claims paying ability of [Bond Insurer] and no assurance or representation regarding the financial strength or projected financial strength of [Bond Insurer] is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the Successor Agency to pay principal and interest on the Series 2016A Bonds and the claims paying ability of [Bond Insurer], particularly over the life of the investment. See “BOND INSURANCE” herein for further information provided by [Bond Insurer] and the Policy, which includes further instructions for obtaining current financial information concerning [Bond Insurer].]

Risks of Real Estate Secured Investments Generally/

The Owners and Beneficial Owners of the Series 2016A Bonds will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (a) adverse changes in local market conditions, such as changes in the market value of real property within and in the vicinity of the respective project areas, the supply of or demand for competitive properties in such project areas, and the market value of competitive properties in the event of sale or foreclosure, (b) changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies, and (c) natural disasters (including, without limitation, earthquakes, fires, droughts and floods), which may result in uninsured losses.

Reduction in Inflationary Rate and Changes in Legislation

As described in greater detail below (see “LIMITATIONS ON TAX REVENUES”), Article XIII A of the California Constitution provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. Such measure is computed on a calendar year basis. Article XIII A limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2% and there have been several years in which taxable values were adjusted by an actual inflationary rate that was less than 2%. The adjusted inflationary rate for Fiscal Year 2015-16 roll [is][was] 1.998%; the factor for Fiscal Year 2016-17 will be 1.525%. This factor, referred to at times in this Official Statement and in the Fiscal Consultant’s Report as the Proposition 13 inflation factor, is applied to land and improvements where the property has not been sold or, in the case of improvements, newly constructed. Properties whose valuations have been reduced under Proposition 8 continue to receive an inflationary adjustment under Proposition 13 on the reduced valuation. The Successor Agency is unable to predict whether future annual inflationary adjustments to the taxable value base of real property within the Project Area will be in the amount of the full 2% permitted under Article XIII A or will be in an amount less than 2%.

Change in Law

In addition to the other limitations on Pledged Tax Revenues, the California electorate or Legislature could adopt a constitutional or legislative property tax decrease with the effect of reducing

Pledged Tax Revenues payable to the Successor Agency. There is no assurance that the California electorate or Legislature will not at some future time approve additional limitations that could reduce the Pledged Tax Revenues and adversely affect the security of the Series 2016A Bonds.

Development and Economic Risks

Development within the Project Area may be subject to unexpected delays, disruptions and changes. Real estate development operations may be adversely affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in development costs and by other similar factors. Further, real estate development operations within the Project Area could be adversely affected by future governmental policies, including policies that restrict or control development. If projected development in the Project Area is delayed or halted, the economy of the Project Area could be affected, potentially causing a reduction of the Pledged Tax Revenues available to repay Series 2016A Bonds. In addition, if there is a general decline in the economy of the Project Area, the owners of property in the Project Area may be less able or willing to make timely payments of property taxes, causing a delay or stoppage of Pledged Tax Revenues received by the Successor Agency.

Bankruptcy of Landowners

The bankruptcy of a major assessee in the Project Area could delay and/or impair the collection of property taxes by the County with respect to properties in the bankruptcy estate. Although the Successor Agency is not aware of any major property owners in the Project Area that are in bankruptcy or threatening to declare bankruptcy, the Successor Agency cannot predict the effects on the collections of Pledged Tax Revenues if such an event were to occur.

Earthquake

There are no known major faults within City limits; however, there are several faults in the Indian Wells area that potentially could result in damage to buildings, roads, bridges, and property within the Project Area in the event of an earthquake. Past experiences, including the July 1992, Landers 7.5 and Big Bear 6.6 Richter Scale earthquakes, have not resulted in damage to infrastructure or property in the City. One fault that could affect the Project Area is the San Andreas Fault, which is located approximately 8 to 10 miles northeast of the City. Other faults in the vicinity of the City include the San Jacinto Fault located 25 to 30 miles southwest of the City, and the Mission Creek Fault located 10 to 12 miles northeast of the City.

If an earthquake were to substantially damage or destroy taxable property within the Project Area, the assessed valuation of such property could be reduced. Such a reduction of assessed valuations could result in a reduction of the Pledged Tax Revenues that secure the Series 2016A Bonds, which in turn could impair the ability of the Successor Agency to make payments of principal of and/or interest on the Series 2016A Bonds when due.

Levy and Collection of Taxes

The Successor Agency has no independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Pledged Tax Revenues and, accordingly, could have an adverse impact on the ability of the Successor Agency to make debt service payments on the Series 2016A Bonds. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the Successor Agency's ability to make timely debt service payments on the Series 2016A Bonds. The County currently allocates 100% of the Tax Revenues collected on the secured property tax roll to the Successor Agency, regardless of the actual amount of payments made

by taxpayers (see “Property Taxes; Teeter Plan,” below). The County currently allocates Tax Revenues collected with respect to unsecured property to the Successor Agency based upon the tax increment actually collected.

Estimated Revenues

In estimating that Pledged Tax Revenues will be sufficient to pay debt service on the Series 2016A Bonds, the Successor Agency has made certain assumptions with regard to present and future assessed valuation in the Project Area, future tax rates and percentage of taxes collected. The Successor Agency believes these assumptions to be reasonable, but there is no assurance these assumptions will be realized and to the extent that the assessed valuation and the tax rates are less than expected, the Pledged Tax Revenues available to pay debt service on the Series 2016A Bonds will be less than those projected and such reduced Pledged Tax Revenues may be insufficient to provide for the payment of principal of, premium (if any) and interest on the Series 2014 Bonds, the Series 2015A Bonds, the Series 2016A Bonds and any Parity Debt.

Hazardous Substances

An additional environmental condition that may result in the reduction in the assessed value of property would be the discovery of a hazardous substance that would limit the beneficial use of taxable property within the Project Area. In general, the owners and operators of a property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The owner or operator may be required to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the property within the Project Area be affected by a hazardous substance, could be to reduce the marketability and value of the property by the costs of remedying the condition.

State Budget

AB 26 and AB 1484 were enacted by the State Legislature and Governor as trailer bills necessary to implement provisions of the State’s budget acts for its Fiscal Years 2011-12 and 2012-13, respectively, as efforts to address structural deficits in the State general fund budget. In general terms, these bills implemented a framework to transfer cash assets previously held by redevelopment agencies to cities, counties, and special districts to fund core public services, with assets transferred to schools offsetting State general fund costs (then projected savings of \$1.5 billion).

SB 107, which makes extensive amendments to the Dissolution Act, was enacted following the adoption of the Fiscal Year 2015-16 Budget, after having initially been presented as AB 113, a trailer bill to the Fiscal Year 2015-16 Budget. SB 107 changes the process for submitting Recognized Obligation Payment Schedules from a six-month to an annual process, authorizes successor agencies to submit and obtain State Department of Finance approval of a Last and Final Recognized Obligation Payment Schedule to govern all remaining payment obligations of the successor agency, alters the provisions governing the distribution of RPTTF moneys attributable to pension and State Water Project tax rate overrides, and eliminates the impact of financial and time limitations in redevelopment plans for purposes of paying enforceable obligations, among other changes to the Dissolution Act. These statutory amendments impact the manner in which successor agencies claim RPTTF moneys for enforceable obligations and, for some successor agencies, impact the amount of RPTTF moneys that will be available for payment of the successor agency’s enforceable obligations.

Certain litigation is challenging some of the terms of the Dissolution Act, and there can be no assurance that additional legislation will not be enacted in the future to additionally implement provisions

relating to the State budget or otherwise that may affect successor agencies or tax increment revenues, including Tax Revenues and Pledged Tax Revenues. The Successor Agency cannot predict what measures may be proposed or implemented for the current fiscal year or in the future.

Information about the State budget and State spending is available at various State maintained websites. Text of the Fiscal Year 2015-16 Budget and other documents related to the State budget may be found at the website of the State Department of Finance, www.dof.ca.gov. A nonpartisan analysis of the budget is posted by the Legislative Analyst's Office at www.lao.ca.gov. In addition, various State official statements, many of which contain a summary of the current and past State budgets may be found at the website of the State Treasurer, www.treasurer.ca.gov.

None of the websites or webpages referenced above is incorporated into this Official Statement. They are cited for informational purposes only. The Agency makes no representation as to the accuracy or completeness of any of the information on such websites.

Direct and Overlapping Indebtedness

The ability of land owners within the Project Area to pay property tax installments as they come due could be affected by the existence of other taxes and assessments, imposed upon the land. In addition, other public agencies whose boundaries overlap those of the Project Area could, without consent of the Successor Agency, and in certain cases without the consent of the owners of the land within the Project Area, impose additional taxes or assessment liens on the property to finance public improvements.

Future Legislation and Initiatives

Article XIII A, Article XIII B and Proposition 218 were each adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting revenues of the Successor Agency or the Successor Agency's ability to expend revenues. In addition, there are currently a number of proposed legislative changes to the Dissolution Act which, if adopted, would also affect revenues of the Successor Agency or the Successor Agency ability to expend revenues. The nature and impact of these measures cannot currently be anticipated.

Assessment Appeals

Property taxable values may be reduced as a result of Proposition 8, which reduces the assessed value of property, or of a successful appeal of the taxable value determined by the Assessor. An appeal may result in a reduction to the Assessor's original taxable value and a tax refund to the applicant property owner. A reduction in taxable values within the Project Area and the refund of taxes which may arise out of successful appeals by property owners will affect the amount of Pledged Tax Revenues under the Indenture. The Successor Agency has in the past experienced reductions in its Tax Increment Revenues as a result of assessment appeals. The actual impact to tax increment is dependent upon the actual revised value of assessments resulting from values determined by the County Assessment Appeals Board or through litigation and the ultimate timing of successful appeals. For a discussion of historical assessment appeals in the Project Area and summary information regarding pending and resolved assessment appeals for the Successor Agency, see "THE CONSOLIDATED WHITEWATER PROJECT AREA – Assessment Appeals" and APPENDIX A – FISCAL CONSULTANT REPORT – Assessment Appeals."

Economic Risks

The Successor Agency's ability to make payments on the Series 2016A Bonds will be partially dependent upon the economic strength of the Project Area. If there is a decline in the general economy of

the Project Area, the owners of property may be less able or less willing to make timely payments of property taxes causing a delay or stoppage of the collection of Tax Increment Revenues. In the event of decreased values, Pledged Tax Revenues may decline even if property owners make timely payment of taxes.

Pass-Through Agreements

[The College of the Desert and the Riverside County Office of Education have made claims to the Successor Agency that amounts calculated under their existing passthrough agreements (certain of the Pass-Through Agreements described herein) were incorrect and that a different methodology was intended to be employed. Should the two entities prevail in their challenge, there could be an annual increase in passthrough payments to these entities totaling \$760,000. The estimated annual increase could also be applied retroactively to the extent permitted by law. The Successor Agency retained legal counsel for the matters. [On April 4, 2014 and on April 16, 2014, the Successor Agency received correspondence from the County Office of Education and the College of the Desert, respectively, that each agency was suspending its pursuit of its claim and would not pursue litigation of the matter at this time.] See “FISCAL CONSULTANT’S REPORT,” herein, and “THE CONSOLIDATED WHITEWATER PROJECT AREA – Pass-Through Agreements,” herein.]

Investment Risk

Funds held under Indenture are required to be invested in Permitted Investments as provided under Indenture. See APPENDIX D attached hereto for a summary of the definition of Permitted Investments. The funds and accounts of the Successor Agency, into which a portion of the proceeds of the Series 2016A Bonds will be deposited and into which Pledged Tax Revenues are deposited, may be invested by the Successor Agency in any investment authorized by law. All investments, including the Permitted Investments and those authorized by law from time to time for investments by municipalities, contain a certain degree of risk. Such risks include, but are not limited to, a lower rate of return than expected and loss or delayed receipt of principal.

Further, the Successor Agency cannot predict the effects on the receipt of Pledged Tax Revenues if the County were to suffer significant losses in its portfolio of investments or if the County or the City were to become insolvent or declare bankruptcy. See “BOND OWNERS’ RISKS – Bankruptcy.”

Secondary Market

There can be no guarantee that there will be a secondary market for the Series 2016A Bonds, or, if a secondary market exists, that the Series 2016A Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon the then prevailing circumstances.

Bankruptcy

The rights of the Owners of the Series 2016A Bonds may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights under currently existing law or laws enacted in the future and may also be subject to the exercise of judicial discretion under certain circumstances. The opinion of Bond Counsel as to the enforceability of the obligation to make payments on the Series 2016A Bonds will be qualified as to bankruptcy and such other legal events. See APPENDIX E – “FORM OF OPINION OF BOND COUNSEL.”

LIMITATIONS ON TAX REVENUES

Property Tax Limitations - Article XIII A

Article XIII A of the California Constitution. Section 1(a) of Article XIII A of the California Constitution limits the maximum *ad valorem* tax on real property to one percent of full cash value, to be collected by the counties and apportioned according to law. Section 2 of Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975/76 tax bill under full cash value or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment.” The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or reduction in the consumer price index or comparable data for the area under taxing jurisdiction or reduced in the event of declining property value caused by substantial damage, destruction or other factors. Legislation enacted by the California Legislature to implement Article XIII A provides that notwithstanding any other law, local agencies may not levy any *ad valorem* property tax except to pay debt service on indebtedness approved by the voters as described above.

In the general elections of 1986, 1988, and 1990, the voters of the State approved various measures which further amended Article XIII A. One such amendment generally provides that the purchase or transfer of (i) real property between spouses or (ii) the principal residence and the first \$1,000,000 of the full cash value of other real property between parents and children, do not constitute a “purchase” or “change of ownership” triggering reassessment under Article XIII A. This amendment will reduce the tax increment of the Successor Agency. Other amendments permitted the Legislature to allow persons over 55 who sell their residence and on or after November 5, 1986, to buy or build another of equal or lesser value within two years in the same county, to transfer the old residence’s assessed value to the new residence, and permitted the Legislature to authorize each county under certain circumstances to adopt an ordinance making such transfers or assessed value applicable to situations in which the replacement dwelling purchased or constructed after November 8, 1988, is located within that county and the original property is located in another county within California.

In the June 1990 election, the voters of the State approved additional amendments to Article XIII A permitting the State Legislature to extend the replacement dwelling provisions applicable to persons over 55 to severely disabled homeowners for replacement dwellings purchased or newly constructed on or after June 5, 1990, and to exclude from the definition of “new construction” triggering reassessment improvements to certain dwellings for the purpose of making the dwelling more accessible to severely disabled persons. In the November 1990 election, the voters approved the amendment of Article XIII A to permit the State Legislature to exclude from the definition of “new construction” seismic retrofitting improvements or improvements utilizing earthquake hazard mitigation technologies constructed or installed in existing buildings after November 6, 1990.

Both the California Supreme Court and the United States Supreme Court have upheld the constitutionality of Article XIII A.

Article XIII B of the California Constitution. On November 6, 1979, California voters approved Proposition 4, the Gann Initiative, which added Article XIII B to the California Constitution. The principal effect of Article XIII B is to limit the annual appropriations of the State and any city, county, school district, authority or other political subdivision of the State to the level of appropriations for the prior fiscal year, as adjusted for changes in the cost of living, population and services rendered by the government entity.

Appropriations subject to Article XIII B include generally the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds.

Effective September 30, 1980, the California Legislature added Section 33678 to the Law which provides that the allocation of taxes to a redevelopment agency for the purpose of paying principal of, or interest on, loans, advances, or indebtedness will not be deemed the receipt by the Successor Agency of proceeds of taxes levied by or on behalf of the Successor Agency within the meaning of Article XIII B or any statutory provision enacted in implementation thereof, including Section 33678 of the Law. The constitutionality of Section 33678 has been upheld by the Second and Fourth District Courts of Appeal in two decisions: *Bell Community Redevelopment Agency v. Woosely* and *Brown v. Community Redevelopment Agency of the City of Santa Ana*. On the basis of these decisions, the Successor Agency has not adopted an appropriations limit.

Proposition 218. On November 5, 1996, the voters of the State approved Proposition 218, the "Right to Vote on Taxes Act." Proposition 218 added Articles XIII C and XIII D to the State Constitution, which contain a number of provisions affecting the ability of the public agencies to levy and collect both existing and future taxes, assessments, fees and charges.

Article XIII C removes limitations on the initiative power in matters of local taxes, special taxes, assessments, fees and charges. While the matter is not free from doubt, it is likely that a court would hold that the initiative power cannot be used to reduce or repeal the levy of property taxes or to materially affect the collection and pledge of Pledged Tax Revenues.

The interpretation and application of the initiative provisions of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and while it is not possible at this time to predict with certainty the outcome of such determination, the Successor Agency does not believe that Proposition 218 will materially affect its ability to pay principal of and interest on the Series 2016A Bonds.

Implementing Legislation

Legislation enacted by the California Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value is shown at 100% of assessed value and all general tax rates reflect the \$1.00 per \$100 of taxable value. Tax rates for bond debt service and pension liability are also applied to 100% of assessed value.

Future assessed valuation growth allowed under Article XIII A (new construction, change of ownership, 2% annual value growth) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of "base" revenue from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year. The Successor Agency is not able to predict the nature or magnitude of future revenue sources which may be provided by the State to replace lost property tax revenues. Article XIII A effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

Redevelopment Plan Limits

The redevelopment plans for each project area comprising the Project Area originally included separate time and financial limitations applicable to each project area comprising the Project Area. SB 107,

which became effective September 22, 2015, amended the Dissolution Act to provide that the time limits for receiving property tax revenues and the limitation on the amount of property tax revenues that may be received by the Former Agency and the Successor Agency set forth in the Redevelopment Plan are not effective for purposes of paying the Successor Agency's enforceable obligations such as the Senior Bonds, the Series 2016A Bonds and Parity Debt. Accordingly, the projections set forth in this Official Statement and in the Fiscal Consultant's Report attached to this Official Statement as Appendix A were prepared without regard to the time and financial limitations set forth in the Redevelopment Plan. Previous descriptions of the source of payment and security for the Series 2014 Bonds and the Series 2015A Bonds included summary descriptions of time and financial limitations applicable to each project area comprising the Project Area, which limits are no longer applicable to the repayment of principal of and interest on such Bonds.

Unitary Property

Assembly Bill 2890 (Statutes of 1986, Chapter 1457), which added Section 98.9 to the California Revenue and Taxation Code, provided that, commencing with the Fiscal Year 1988-89, assessed value derived from State-assessed unitary property (consisting mostly of operational property owned by utility companies) was to be allocated county-wide as follows: (i) each tax rate area will receive the same amount from each assessed utility received in the previous fiscal year unless the applicable county-wide values are insufficient to do so, in which case values will be allocated to each tax rate area on a *pro rata* basis; and (ii) if values to be allocated are greater than in the previous fiscal year, each tax rate area will receive a *pro rata* share of the increase from each assessed utility according to a specified formula. Additionally, the lien date on State-assessed property was changed from March 1 to January 1.

Assembly Bill 454 (Statutes of 1987, Chapter 921) further modified the distribution of tax revenues derived from property assessed by the State Board of Equalization. Chapter 921 provided for the consolidation of all State-assessed property, except for regulated railroad property, into a single tax rate area in each county. Chapter 921 further provided for a new method of establishing tax rates on State-assessed property and distribution of property tax revenues derived from State-assessed property to taxing jurisdictions within each county as follows: for revenues generated from the 1% tax rate, each jurisdiction, including redevelopment project areas, will receive a percentage up to 102% of its prior year State-assessed unitary revenue; and if county-wide revenues generated for unitary property are greater than 102% of the previous year's unitary revenues, each jurisdiction will receive a percentage share of the excess unitary revenue generated from the application of the debt service tax rate to county-wide unitary taxable value, further, each jurisdiction will receive a percentage share of revenue based on the jurisdiction's annual debt service requirements and the percentage of property taxes received by each jurisdiction from unitary property taxes in accordance with a new formula. Railroads will continue to be assessed and revenues allocated to all tax rate areas where railroad property is sited.

The intent of Chapters 1457 and 921 was to provide redevelopment agencies with their appropriate share of revenue generated from the property assessed by the State Board of Equalization.

As noted in the Fiscal Consultant's Report, the secured roll accounted for 99% of the total valuation in the Project Area in Fiscal Year 2015-16, with the unsecured roll comprising 1%. There was no non-unitary utility roll valuation (the unitary utility roll is based on countywide assessments and is not reported by project area). The Successor Agency has projected \$429,980 in unitary revenue, based on Fiscal Year 2014-15 actuals, to be allocated for 2015-16 within the Project Area. The Successor Agency cannot predict the effect of any future litigation or settlement agreements on the amount of unitary tax revenues received or to be received nor the impact on unitary property tax revenues of any transfer of electrical transmission lines to tax-exempt agencies.

Tax Increment Limitations; Senate Bill 107

1290, signed into law in December 1993, provided for the placement of time limits on the effectiveness of every redevelopment plan, and provided that after 10 years from the termination date of a plan's effectiveness, no redevelopment agency, subject to certain exceptions, will pay indebtedness or receive property taxes in connection therewith. Subsequent bills, Senate Bill 1045 ("SB 1045") and Senate Bill 1096 (SB "1096") allowed the Former Agency to extend the effective date of the related redevelopment plan, and the date to receive Pledged Tax Revenues in the Project Area, by one year, and two years, subject to certain conditions and subject to compliance with major housing requirements. The Former Agency has taken such action with respect to SB 1045. Pursuant to the related redevelopment plan, the expiration date of the related redevelopment plan is as described in "THE CONSOLIDATED WHITEWATER PROJECT AREA," herein.

The redevelopment plans for each project area comprising the Project Area originally included separate time and financial limitations applicable to the Project Area. SB 107, which became effective September 22, 2015, amended the Dissolution Act to provide that the time limits for receiving property tax revenues and the limitation on the amount of property tax revenues that may be received by the Former Agency and the Successor Agency set forth in the Redevelopment Plan are not effective for purposes of paying the Successor Agency's enforceable obligations. See "THE CONSOLIDATED WHITEWATER PROJECT AREA - Plan Limitations." Accordingly, the projections set forth in this Official Statement and in the Fiscal Consultant's Report attached to this Official Statement as Appendix A were prepared without regard to the time and financial limitations set forth in the Redevelopment Plan. With the passage of SB 107, the Successor Agency is no longer subject to either the Last Date to Repay Indebtedness or the Tax Increment Limit for purposes of payment of enforceable obligations.

Property Taxes; Teeter Plan

The County utilized a mechanism for the distribution of tax increment revenue to the former redevelopment agencies that has a similar effect on the Successor Agency's tax increment revenues as the device known as the Teeter Plan (Section 4701 *et seq.* of the California Revenue and Taxation Code). The Teeter Plan allows counties to distribute secured property tax revenue to participating jurisdictions without regard to delinquencies by maintaining a reserve fund to cover delinquencies and allocating revenue based on the original secured roll, retaining all delinquent tax payments and penalties. Under the mechanism used by the County to distribute tax increment revenue to the former redevelopment agencies, the County pays one-half of the taxes from the net taxable assessed valuation appearing on the equalized roll to each agency's RPTTF on January 2 and the other one-half on June 1; delinquencies are not deducted from the RPTTF revenue, and delinquent tax payments and defaulted tax redemptions, penalties and interest are not added to RPTTF revenue. Consequently, the Successor Agency is not affected by delinquent tax payments. The overall delinquency rate for the last full fiscal year (2014-15) for all secured properties in the Project Area was 1.1% as of August 5, 2015.

Tax Collection Fees

Legislation enacted by the State Legislature authorizes county auditors to determine property tax administration costs proportionately attributable to local jurisdictions and to submit invoices to the jurisdictions for such costs. Subsequent legislation specifically includes redevelopment agencies among the entities which are subject to a property tax administration charge. The County administration fee amounts to approximately 2% of the tax increment revenues from a project area. The calculations of Pledged Tax Revenues take such administrative costs into account.

Future Initiatives

Article XIII A, Article XIII B and Proposition 218 were each adopted as measures that qualified for the ballot under California's initiative process. From time to time other initiative measures could be adopted, further affecting property tax revenues or the Successor Agency's ability to expend such revenues.

OTHER INFORMATION

Continuing Disclosure

The Successor Agency will covenant pursuant to a Continuing Disclosure Certificate, dated as of July 1, 2016 (the "Continuing Disclosure Certificate"), to provide with respect to the Series 2016A Bonds, or to cause to be provided, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (the "EMMA System"), for purposes of Rule 15c2-12(b)(5) (the "Rule") adopted by the U.S. Securities and Exchange Commission ("SEC"), certain annual financial information and operating data relating to the Successor Agency not later than the first day of the month following the ninth month after the end of the Successor Agency's fiscal year, which date hereof is March 1 (the "Annual Report"), commencing with the Annual Report for the fiscal year ending June 30, 2016 and notice of the occurrence of certain enumerated events ("Notice Events") in a timely manner not in excess of ten (10) business days after the occurrence of such Notice Event. Initially, the Successor Agency will act as dissemination agent under the Continuing Disclosure Certificate. See APPENDIX F – "FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

[In connection with undertakings with regard to Rule 15c2-12 with respect to four bond issuances of the Successor Agency was required to file audited or unaudited financial statements of the Successor Agency for the fiscal year ended June 30, 2011 on or before January 26, 2012 with respect to three of the issues, and on or before March 31, 2012 with respect to one issue, together with annual continuing disclosure reports to be filed on such date with respect to such bond issuances. The annual continuing disclosure reports with respect to three issues were filed four days late. For the continuing disclosure report required to be filed for Fiscal Year ending June 30, 2012, the continuing disclosure report for three issues were filed three days late and did not include a statement regarding the status of Pass-Through Agreements. Additionally, the continuing disclosure report for Fiscal Year ending 2012, did not timely file the Successor Agency audited or unaudited financial statements, and such audited financial statements were filed 73 days later.

Additionally, the Successor Agency failed to file an upgrade of Series 2003A, 2005A, 2006A and 2010A Bonds on November 3, 2013, from "BBB-" to "BBB."

The Successor Agency has filed amendments to the 2012 continuing disclosure reports for each issue and has since complied with all of its continuing disclosure obligations.

Other than as described above, the Successor Agency has not failed to comply in all material respects with any previous undertakings with regard to Rule 15c2-12 to provide annual reports, semi-annual reports or notices of material events in the last five years.]

Litigation

At the time of delivery of and payment for the Series 2016A Bonds, the Successor Agency will certify that, except as disclosed herein, to their respective best knowledge there is no litigation, action, suit, proceeding or investigation, at law or in equity, before or by any court, governmental agency or body,

pending against or threatened against the Successor Agency in any way affecting the existence of the Successor Agency or the titles of its officers to their respective offices or seeking to restrain or enjoin the issuance, sale or delivery of the Series 2016A Bonds, the application of the proceeds thereof in accordance with the Indenture, or the collection or application of Tax Increment Revenues or the Pledged Tax Revenues to be pledged to pay the principal of and interest on the Series 2016A Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Series 2016A Bonds, the Indenture, or any action of the Successor Agency contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or the powers of the Successor Agency or its authority with respect to the Indenture or any action of the Successor Agency contemplated by said documents, or in any way contesting the completeness or accuracy of this Official Statement or the powers of the Successor Agency or its authority with respect to the Indenture or any action of the Successor Agency contemplated by said documents, or which would adversely affect the exclusion of interest paid on the Series 2016A Bonds from gross income for Federal income tax purposes or the exemption of interest paid on the Series 2016A Bonds from California personal income taxation, nor, to the knowledge of the Successor Agency, is there any basis therefor.

Tax Matters

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Series 2016A Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings.

The opinions set forth in the preceding paragraph are subject to the condition that the Successor Agency comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Tax Code") that must be satisfied subsequent to the issuance of the Series 2016A Bonds. The Successor Agency has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Series 2016A Bonds.

If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Series 2016A Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Series 2016A Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Series 2016A Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Series 2016A Bonds who purchase the Series 2016A Bonds after the initial offering of a substantial amount of such maturity. Owners

of such Series 2016A Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Series 2016A Bonds under federal individual and corporate alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Series 2016A Bond (said term being the shorter of the Series 2016A Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Series 2016A Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Series 2016A Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Series 2016A Bonds.

In the further opinion of Bond Counsel, interest on the Series 2016A Bonds is exempt from California personal income taxes.

Owners of the Series 2016A Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Series 2016A Bonds may have federal or state tax consequences other than as described above.

Bond Counsel expresses no opinion regarding other federal or State tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2016A Bonds other than as expressly described above.

Bond Counsel expresses no opinion regarding other federal or State tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2016A Bonds.

Legal Opinion

Jones Hall, A Professional Law Corporation, San Francisco, California, will render its opinion with respect to the validity of the Series 2016A Bonds in substantially the form set forth in Appendix E hereto. Copies of such approving opinion will be available at the time of delivery of the Series 2016A Bonds.

In addition, Orrick, Herrington & Sutcliffe LLP, as Disclosure Counsel, will deliver to the Underwriter a letter in customary form concerning the information set forth in this Official Statement.

Verification of Mathematical Accuracy

Causey Demgen & Moore P.C., certified public accountants, will verify, from the information provided to them, the mathematical accuracy of the computations contained in schedules to determine that the amounts to be held in the Bond Fund pursuant to the Instructions will be sufficient to pay principal, interest and redemption price due on the Refunded Bonds through and including the redemption date. Causey Demgen & Moore P.C. will express no opinion on the assumptions provided to them, nor as to the exemption from taxation of interest on the Series 2016A Bonds.

Ratings

Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business, a part of McGraw Hill Financial ("Standard & Poor's") has assigned to the Insured Series 2016A Bonds its municipal bond rating of "___" (stable outlook) with the understanding that the Policy insuring the payment when due of the principal of and interest on the Insured Series 2016A Bonds will be issued concurrently with the delivery of the Series 2016A Bonds by [Bond Insurer]. Standard and Poor's has assigned to the Series 2016A Bonds an underlying rating of "___" (stable outlook). Such ratings reflect only the views of Standard & Poor's, and do not constitute a recommendation to buy, sell or hold any of the Series 2016A Bonds. Explanation of the significance of such ratings may be obtained only from Standard and Poor's Ratings Services, 55 Water Street, New York, New York 10041. The ratings issued reflect only the view of such rating agency, and any explanation of the significance of such ratings should be obtained from such rating agency. There is no assurance that such ratings will be retained for any given period of time or that they will not be revised downward or withdrawn entirely by such rating agency if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of any rating obtained may have an adverse effect on the market price of the Series 2016A Bonds.

Underwriting

Citigroup Global Markets Inc. (the "Underwriter") has agreed to purchase the Series 2016A Bonds at a price of \$_____ (being the principal amount of the Series 2016A Bonds, plus a net original issue premium of \$_____, less an Underwriter's discount of \$_____) under a Bond Purchase Contract between the Successor Agency and the Underwriter. The Underwriter is committed to purchase all of the 2016A Bonds if any are purchased.

Citigroup Global Markets Inc. has entered into a retail distribution agreement with each of TMC Bonds L.L.C. ("TMC") and UBS Financial Services Inc. ("UBSFS"). Under these distribution agreements, Citigroup Global Markets Inc. may distribute municipal securities to retail investors through the financial advisor network of UBSFS and the electronic primary offering platform of TMC. As part of this arrangement, Citigroup Global Markets Inc. may compensate TMC (and TMC may compensate its electronic platform member firms) and UBSFS for their selling efforts with respect to the Series 2016A Bonds.

The Underwriter may offer and sell the 2016A Bonds to certain dealers and others at prices lower than the public offering price stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

Miscellaneous

All quotations from and summaries and explanations of the Indenture and other statutes and documents contained herein do not purport to be complete, and reference is made to such documents, Indenture and statutes for full and complete statements of their provisions.

This Official Statement is submitted only in connection with the sale of the Series 2016A Bonds by the Successor Agency. All estimates, assumptions, statistical information and other statements contained herein, while taken from sources considered reliable, are not guaranteed by the Successor Agency. The information contained herein should not be construed as representing all conditions affecting the Successor Agency or the Series 2016A Bonds.

SUCCESSOR AGENCY TO THE INDIAN
WELLS REDEVELOPMENT AGENCY

By: _____
Finance Director of the City
on behalf of the Successor Agency

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APPENDIX A
FISCAL CONSULTANT REPORT

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APPENDIX B

GENERAL INFORMATION CONCERNING THE CITY OF INDIAN WELLS

The following information is presented as general background data. The Series 2016A Bonds are payable solely from Pledged Tax Revenues and other sources as described herein. The taxing power of the City, the County, the State of California or any political subdivision thereof is not pledged to the payment of the Series 2016A Bonds.

The City of Indian Wells (the “City”) is located in the Coachella Valley in eastern Riverside County (the “County”), 20 miles southeast of Palm Springs and 120 miles southeast of Los Angeles. The City is traversed by State Highway 111, which connects the Coachella Valley desert communities to Interstate 10. For many years the region has been popular with vacationers and retirees because of the dry desert climate, resort amenities, and close proximity to population centers in Los Angeles, Orange County, and San Diego, all of which are within approximately two hours driving time. The City is seventeen miles from Palm Springs International Airport, providing easy access to air transport.

Most of the City consists of relatively level desert land, with elevation estimated to be 119 feet above sea level. The average temperature in January is approximately 54 degrees F, while the average temperature in July is approximately 92 degrees F. The City experiences approximately 3.3 inches of rain per year.

The City was incorporated as a general law city on July 14, 1967. Subsequently, upon the approval of the voters on November 5, 2002, the City became a charter city. The City’s Charter was filed with the California Secretary of State on December 20, 2002. The City has a council-manager form of government. The council members are elected at large to alternating four year terms at elections held every two years. There is an automatic rotation of Council Members serving as Mayor and Mayor Pro Tempore. The City contracts with Riverside County for fire, police and paramedic services.

The City is home to internationally recognized sporting and cultural events. In 1990, the City was awarded a national Citation for Excellence in Urban Design from the American Institute of Architects. Palm and date trees surround and decorate the community. In 1991, the City’s fire and police departments were recognized by the League of California Cities for their public safety program.

The City is one of the most affluent cities in the County, with a per capital personal income of \$90,390 according to the City’s demographic data.

The employment base of the City is based primarily on the tourist industry. The City offers four major resorts to visitors from around the world: the Hyatt Regency Indian Wells Resort and Spa, the Renaissance Indian Wells Resort and Spa, the Miramonte Resort and Spa, and the Indian Wells Resort Hotel. The city boasts a total of 171 holes of golf, which are divided amongst the city’s various private clubs and resorts, as well as forty-plus grass, clay and hard surface tennis courts. The city is host to major sporting events and is home to the Indian Wells Tennis Garden, a facility that seats over 16,000 spectators, making it one of the largest outdoor tennis stadiums in the country.

DEMOGRAPHIC AND ECONOMIC INFORMATION

Population

The 2015 permanent population is 5,194. There are a large number of second homes in the City resulting in a seasonal population that is well in excess of the City's year-round population. In addition to the permanent residents, the City has seasonal residents that usually reside in the City during the tourist season, October through April. The table below displays population changes and other demographic data for the City and the County for the past 10 fiscal years.

CITY OF INDIAN WELLS

<u>Fiscal Year</u>	<u>Population</u>	<u>Personal Income (in thousands)</u>	<u>Per Capita Personal Income</u>
2005-06	4,746	\$414,733,956	\$87,386
2006-07	4,779	452,208,096	94,624
2007-08	4,826	445,994,790	92,415
2008-09	4,910	501,527,040	102,144
2009-10	4,947	498,543,819	100,777
2010-11	5,010	523,660,230	104,523
2011-12	5,035	585,987,499	116,383
2012-13	5,081	599,972,864	118,082
2013-14	5,137	474,294,073	92,329
2014-15	5,194	469,484,673	90,390

(1) Population projections are provided by the California Department of Finance Projections.

(2) Income data is provided by the U.S. Census Bureau, 2010 American Community Survey.

Source: City of Indian Wells.

Industry and Employment

The City is a part of the Riverside-San Bernardino Primary Metropolitan Statistical Area ("PMSA"), which includes all of Riverside and San Bernardino Counties. In addition to varied

manufacturing employment, the PMSA has large and growing commercial and service sector employment, as reflected in the following table.

**RIVERSIDE-SAN BERNARDINO-ONTARIO PMSA
ANNUAL AVERAGE EMPLOYMENT BY INDUSTRY ⁽¹⁾
(IN THOUSANDS)**

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Civilian Labor Force ⁽¹⁾	1,865,000	1,866,200	1,882,900	1,897,000	1,919,900
Employment	1,610,200	1,623,100	1,665,600	1,710,500	1,763,300
Unemployment	255,500	243,100	217,300	186,500	156,600
Unemployment Rate	13.7%	13.0%	11.5%	9.8%	8.2%
<u>Wage and Salary Employment: ⁽²⁾</u>					
Agriculture	15,000	14,900	15,000	14,500	14,300
Mining and Logging	1,000	1,000	1,200	1,200	1,300
Construction	59,700	59,100	62,600	70,000	77,000
Manufacturing	85,200	85,100	86,700	87,300	90,200
Wholesale Trade	48,700	49,200	52,200	56,400	59,000
Retail Trade	155,500	158,500	162,400	164,800	168,700
Transportation, Warehousing and Utilities	66,600	68,800	73,900	79,400	87,300
Information	14,000	12,200	11,700	11,500	11,200
Finance and Insurance	25,500	25,300	26,000	26,500	26,500
Real Estate and Rental and Leasing	15,500	14,600	14,900	15,600	16,200
Professional and Business Services	123,600	126,000	127,500	132,400	137,800
Educational and Health Services	154,100	157,600	167,200	184,500	193,600
Leisure and Hospitality	122,800	124,000	129,400	135,900	144,300
Other Services	38,200	39,100	40,100	41,000	43,200
Federal Government	22,800	21,300	20,600	20,300	20,200
State Government	29,300	29,100	28,200	27,800	28,200
Local Government	182,300	177,100	175,800	177,100	180,400
Total All Industries ⁽²⁾	1,159,700	1,162,900	1,195,300	1,246,400	1,299,500

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

Source: State of California Employment Development Department.

The following table sets forth the major employers located in the City as of June 30, 2015:

**CITY OF INDIAN WELLS
MAJOR EMPLOYERS**

Business Name	Number of Employees	Percent of Total Employment (%)
Renaissance Esmeralda Resort	480	28.24%
Hyatt Grand Champions	425	25.00
Indian Wells Golf Resort ⁽¹⁾	231	13.59
Eldorado Country Club ⁽²⁾	215	12.65
Toscana Country Club ⁽²⁾	200	11.76
Miramonte Resort and Spa	178	10.47
Indian Wells Country Club	85	5.00
Desert Horizons Country Club	82	4.82
Indian Wells Resort Hotel	71	4.18
Ralphs	63	3.71
Total Top Employers	2,030	119.42%
Total City Employment ⁽³⁾	1,700	

(1) Includes Seasonal Employees.

(2) Count is at peak of season.

(3) Total City Labor Force provided by EDD Labor Force Data.

Source: MuniServices, LLC.

Unemployment statistics for the County, the State and the United States are set forth in the following table:

**COUNTY OF RIVERSIDE
COUNTY, STATE AND NATIONAL UNEMPLOYMENT DATA**

	2010	2011	2012	2013	2014
County ⁽¹⁾	13.8%	13.2%	11.6%	9.9%	8.2%
California ⁽¹⁾	12.2	11.7	10.4	8.9	7.5
United States ⁽²⁾	9.6	8.9	8.1	7.4	6.2

(1) Data is not seasonally adjusted. The unemployment data for the County and State is calculated using unrounded data.

(2) Data is seasonally adjusted.

Source: State of California Employment Development Department Labor Market Information Division; U.S. Bureau of Labor Statistics

Commercial Activity

Commercial activity is an important factor in the County's economy. Much of the County's commercial activity is concentrated in central business districts or small neighborhood commercial centers in cities. There are five regional shopping malls in the County: Galleria at Tyler (Riverside), Hemet Valley Mall, Westfield Palm Desert Shopping Center, Moreno Valley Mall and the Promenade at Temecula. There are also two factory outlet malls (Desert Hills Factory Stores and Lake Elsinore Outlet Center) and over 200 area centers in the County.

A summary of historic taxable sales within the City during the past five years in which data is available is shown in the following table. Annual figures are not yet available for 2014.

**COUNTY OF RIVERSIDE
TAXABLE SALES TRANSACTIONS
(IN THOUSANDS)**

	2009	2010	2011	2012	2013
Motor Vehicles and Parts Dealers	\$2,449,747	\$2,620,568	\$3,010,487	\$3,493,098	\$3,965,201
Furniture and Home Furnishings	381,643	412,325	436,482	441,649	486,061
Electronics and Appliances Stores	476,455	470,784	478,406	488,419	510,423
Building Materials, Garden Equipment and Supplies	1,237,518	1,232,145	1,303,073	1,365,513	1,535,178
Food and Beverage Stores	1,251,220	1,267,758	1,304,731	1,356,148	1,421,590
Health and Personal Care Stores	389,620	400,207	454,268	490,238	523,724
Gasoline Stations	2,300,247	2,685,840	3,300,785	3,516,040	3,456,322
Clothing and Clothing Accessories Stores	1,293,271	1,391,174	1,505,821	1,672,482	1,771,603
Sporting Goods, Hobby, Book and Music Stores	411,301	428,121	454,971	467,536	499,366
General Merchandise Stores	2,855,733	2,947,905	3,051,709	3,174,022	3,298,920
Miscellaneous Store Retailers	641,954	652,273	700,338	742,118	758,664
Nonstore Retailers	101,925	92,916	101,876	142,081	243,334
Food Services and Drinking Places	2,266,853	2,317,486	2,473,339	2,668,324	2,836,388
Total Retail and Food Services	<u>\$16,057,488</u>	<u>\$16,919,500</u>	<u>\$18,576,285</u>	<u>\$20,016,668</u>	<u>\$21,306,774</u>
All Other Outlets	6,170,390	6,233,280	7,065,212	8,079,341	8,758,693
Total All Outlets	<u>\$22,227,877</u>	<u>\$23,152,780</u>	<u>\$25,641,497</u>	<u>\$28,096,009</u>	<u>\$30,065,467</u>

Source: California State Board of Equalization, Research and Statistics Division.

Building and Real Estate Activity

The two tables below are a five-year summary of building permit valuations and new dwelling units authorized in the County (in both incorporated and unincorporated areas) since 2010.

**COUNTY OF RIVERSIDE
BUILDING PERMIT VALUATIONS⁽¹⁾
(IN THOUSANDS)**

	2010	2011	2012	2013	2014
Valuation (\$000):					
Residential	\$1,079,637	\$ 873,411	\$1,079,405	\$1,375,593	\$1,621,751
Non-Residential	539,379	559,398	657,595	873,977	814,990
Total*	<u>\$1,619,016</u>	<u>\$1,432,809</u>	<u>\$1,737,000</u>	<u>\$2,249,570</u>	<u>\$2,436,741</u>
Residential Units:					
Single Family	4,031	2,659	3,720	4,716	5,007
Multiple Family	526	1,061	909	1,427	1,931
Total	<u>4,557</u>	<u>3,720</u>	<u>4,629</u>	<u>6,143</u>	<u>6,938</u>

(1) Totals may not add to sums because of rounding.
Source: Construction Industry Research Board.

**COUNTY OF RIVERSIDE
NUMBER OF NEW DWELLING UNITS**

	2010	2011	2012	2013	2014
Single Family	4,031	2,676	3,455	4,671	5,007
Multi-Family	526	1,073	829	1,415	1,931
Total	4,557	3,749	4,284	7,886	6,938

Source: Construction Industry Research Board for 2010 through 2011, California Homebuilding Foundation for 2012 through 2014.

The following table sets forth a comparison of annual median housing prices for Los Angeles County, Riverside County and Southern California for the years indicated.

**COUNTY OF RIVERSIDE
COMPARISON OF MEDIAN HOUSING PRICES**

Year	Los Angeles	Riverside	San Bernardino	Southern California⁽¹⁾
2009	320,000	190,000	150,000	270,000
2010	335,000	200,000	155,000	290,000
2011	315,000	195,000	150,000	280,000
2012	330,000	210,000	163,000	300,000
2013	412,000	259,000	205,000	370,000
2014	455,000	293,000	240,000	410,000

(1) Southern California is comprised of Los Angeles, Orange, San Diego, Riverside, San Bernardino and Ventura Counties.

Source: MDA DataQuick Information Systems.

The following table sets forth a comparison of home and condominium foreclosures recorded in Los Angeles County, Riverside County, San Bernardino County and Southern California for the years indicated.

**COUNTY OF RIVERSIDE
COMPARISON OF HOME FORECLOSURES**

Year	Los Angeles	Riverside	San Bernardino	Southern California⁽¹⁾
2009	29,943	25,309	19,560	100,106
2010	26,827	20,598	16,757	86,853
2011	25,597	17,383	14,181	77,105
2012	15,271	10,657	9,262	47,347
2013	6,469	4,191	4,088	19,470
2014	4,566	2,912	2,984	13,787

(1) Southern California is comprised of Los Angeles, Orange, San Diego, Riverside, San Bernardino and Ventura Counties.

Source: MDA DataQuick Information Systems.

Agriculture

Agriculture remains an important source of income in the County. Principal agricultural products are milk, eggs, table grapes, grapefruit, nursery, alfalfa, bell peppers, dates, lemons and avocados.

Four areas in the County account for the major portion of agricultural activity: the Riverside/Corona and San Jacinto/Temecula Valley Districts in the western portion of the County, the Coachella Valley in the central portion and the Palo Verde Valley near the County's eastern border.

The value of agricultural production in the County for 2010 through 2014 is presented in the following table. Annual figures are not yet available for 2015.

COUNTY OF RIVERSIDE VALUE OF AGRICULTURAL PRODUCTION

	2010	2011	2012	2013	2014
Citrus Fruits	\$ 140,500,922	\$ 119,942,513	\$ 125,711,000	\$ 142,404,000	\$ 170,891,000
Trees and Vines	164,993,960	232,649,262	217,214,000	232,536,000	223,593,000
Vegetables, Melons, Miscellaneous	292,002,337	278,628,295	286,234,000	340,407,000	337,404,000
Field and Seed Crops	81,328,229	149,180,052	147,352,000	154,582,000	156,575,000
Nursery	169,341,300	200,154,964	190,878,000	191,215,000	172,910,000
Apiculture	4,631,700	4,844,400	4,983,000	4,715,000	4,819,000
Aquaculture Products	4,921,700	4,808,250	4,205,000	2,262,000	5,078,000
Total Crop Valuation	<u>\$ 857,720,148</u>	<u>\$ 990,225,736</u>	<u>\$ 976,577,000</u>	<u>\$1,068,121,000</u>	<u>\$1,071,270,000</u>
Livestock and Poultry Valuation	235,926,225	292,030,380	276,553,000	259,683,000	290,746,000
Grand Total	<u><u>\$1,093,646,373</u></u>	<u><u>\$1,282,256,116</u></u>	<u><u>\$1,253,130,000</u></u>	<u><u>\$1,327,804,000</u></u>	<u><u>\$1,362,016,000</u></u>

Source: Riverside County Agricultural Commissioner.

Utilities

Water and sewer services for the City are provided by the regional Coachella Valley Water District. Electricity is supplied by the Southern California Edison Company and the Imperial Irrigation District and natural gas is supplied by the Southern California Gas Company. General Telephone provides telephone service to the City.

Transportation

State Highway 111 passes through the City. Highway 111 is the principal highway connecting the desert communities of eastern Riverside County. State Highway 74, which links with Highway 111 at Palm Desert, leads to San Diego. Highway 111 intersects Interstate 10, a major transportation artery connecting Los Angeles to Phoenix and parts east. Interstate 10 provides access from the City to the major interchange at Beaumont where the San Bernardino, Pomona and Riverside Freeways all meet.

Approximately 17 miles to the north in Palm Springs is the county's largest airport, Palm Springs Municipal Airport. With a 7,000 foot runway and modern terminal, the airport serves as the flight hub for the Coachella Valley.

A Southern Pacific main line moves 5 miles north of the City. The Sunline System provides bus service between the Coachella Valley communities, while Greyhound and Continental Trailways provide expanded regional bus transportation out of Palm Springs. Overnight delivery service is available to Los Angeles, San Diego, Phoenix and San Francisco. Two direct truck carriers run daily to Los Angeles.

Education

The City is part of the Desert Sands Unified School District. Children in grades K through 2 attend school one mile away at the Gerald Ford Elementary School. Two Palm Desert Schools also serve the City, Grades K through 5 at the Washington School and Grades 3 through 5 at the Lincoln School. Palm Desert Middle School is for grades 6 through 8, and Palm Desert High School is the area's high school (grades 9-12). The Desert Sands Unified School District also operates an adult continuation school.

The College of the Desert is a public community college offering two year programs and is located midway between the City and Palm Springs. Other community colleges in the area include Mt. San Jacinto College and Riverside City College.

California State University, San Bernardino has established a satellite campus in nearby Palm Desert to serve the residents of the Coachella Valley.

The Riverside Campus of the University of California is located 75 miles west of the City. Other institutions of higher education in the general area include Loma Linda University, California Baptist College, the University of Redlands, California Polytechnic College at Pomona and the Claremont Colleges.

Community Facilities

Resort amenities coupled with a spectacular contrast between the desert and the mountains make the City a popular location for retirees and tourists. In addition to the golf resorts, the City enjoys a close proximity to the San Bernardino National Forest and the San Jacinto Wilderness Area. Camping, hiking, fishing and mountain climbing are all regional attractions.

Nine television stations (via cable) and at least seven radio stations serve the Indian Wells area. In addition to the Los Angeles Times, the City receives local news in the daily Desert Sun. A paper of more regional interest, the Riverside Press Enterprise is also circulated in the City.

Medical Facilities

Although the City has no major hospitals within its incorporation limits, there are two major medical facilities within five miles either east or west of the City. The John F. Kennedy Memorial Hospital in Indio serves the City and has 162 beds. The Eisenhower Medical Center, nationally known for its Betty Ford Center, is in Rancho Mirage and has a 261 bed capacity.

The City, along with the communities of Palm Desert and Rancho Mirage formed the Joint Power Agreement of the Cove Communities Public Services Commission to pool paramedic, firefighting resources and certain recreation services. As a result, the communities have realized greater economies in the provision of these services.

APPENDIX C

**EXCERPTS OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED JUNE 30, 2015**

APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

Upon issuance of the Series 2016A Bonds, Jones Hall, A Professional Law Corporation, Bond Counsel, proposes to render its final approving opinion with respect to the Series 2016A Bonds in substantially the following form:

[Closing Date]

Successor Agency to the
Indian Wells Redevelopment Agency
44-950 El Dorado Drive
Indian Wells, California 92210

OPINION: \$_____ Successor Agency to the Indian Wells Redevelopment Agency
Consolidated Whitewater Redevelopment Project Area
Subordinated Tax Allocation Refunding Bonds, Series 2016A

Members of the Successor Agency:

We have acted as bond counsel in connection with the issuance by the Successor Agency to the Indian Wells Redevelopment Agency (the "Successor Agency") of its \$_____ aggregate principal amount of Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A (the "Bonds"), under the Community Redevelopment Law (being Part 1 of Division 24 of the California Health and Safety Code (the "Law"), under Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code (the "Dissolution Act"), under the provisions of Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Refunding Law"), and under an Indenture of Trust, dated as of May 1, 2014 (the "Original Indenture") as supplemented and amended by a First Supplemental Indenture of Trust, dated as of August 1, 2015, and a Second Supplemental Indenture of Trust, dated as of July 1, 2016 (as amended, the "Indenture"), each by and between the Successor Agency and MUFG Union Bank, N.A., as trustee. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Successor Agency contained in the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Successor Agency is a public entity validly existing under the laws of the State of California with the power to enter into the Indenture, perform the agreements on its part contained therein and issue the Bonds.

2. The Indenture has been duly approved by the Successor Agency and constitutes a valid and binding obligation of the Successor Agency enforceable against the Successor Agency in accordance with its terms.

3. Pursuant to the Law, the Dissolution Act and the Refunding Law, the Indenture creates a valid first lien on the Pledged Tax Revenues pledged by the Indenture for the security of the Bonds, on a parity with any Parity Debt heretofore or hereafter issued in accordance with the Indenture.

4. The Bonds have been duly authorized, executed and delivered by the Successor Agency and are valid and binding special obligations of the Successor Agency, payable solely from the sources provided therefor in the Indenture.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings. The opinions set forth in the preceding sentence are subject to the condition that the Successor Agency comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Successor Agency has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal or State tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE, dated as of July 1, 2016, (this “Disclosure Certificate”), is executed and delivered by the SUCCESSOR AGENCY TO THE INDIAN WELLS REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing pursuant to the Community Redevelopment Law of the State of California (as successor agency to the Indian Wells Redevelopment Agency, the “Agency”), in connection with the issuance of the Successor Agency to the Indian Wells Redevelopment Agency Consolidated Whitewater Redevelopment Project Area Subordinated Tax Allocation Refunding Bonds, Series 2016A (the “Bonds”) pursuant to an Indenture of Trust, dated as of May 1, 2014 (the “Original Indenture”), between the Agency and MUFG Union Bank, N.A., formerly Union Bank, N.A., as trustee (the “Trustee”), supplemented and amended by a First Supplemental Indenture of Trust, dated as of August 1, 2015, and a Second Supplemental Indenture of Trust, dated as of July 1, 2016, each between the Agency and the Trustee (as amended, the “Indenture”).

WITNESSETH:

WHEREAS, successor agencies to former community redevelopment agencies are permitted to refund tax increment obligations pursuant to California Assembly Bill 1484 (Stats 2012 c. 26) (“AB 1484”) in order to provide debt service savings to successor agencies and to increase property tax revenues available for distribution to affected taxing entities; and

WHEREAS, the Agency is empowered under the provisions of Section 34177.5(b) of the California Health and Safety Code authorizes a successor agency to issue refunding bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, including tax allocation refunding bonds issued by said successor agencies, as described in Section 34177.5(a)(1) of the California Health and Safety Code; and

WHEREAS, the Agency has determined to issue the Bonds in order to provide funds to acquire bonds issued by the Agency, in order to assist the Agency in refunding certain of its outstanding bonds pursuant to AB 1484; and

WHEREAS, such Refunding Bonds will be secured by a pledge of, and lien on, and shall be repaid from Pledged Tax Revenues (as defined in the Indenture) deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Section 34172 of the California Health and Safety Code; and

WHEREAS, this Disclosure Certificate is being executed and delivered by the Agency for the benefit of the holders and beneficial owners of the Bonds and in order to assist the underwriters of the Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5);

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Disclosure Certificate have the meanings herein specified. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

“Annual Report” means any Annual Report provided by the Agency pursuant to, and as described in, Sections 2 and 3 hereof.

“Annual Report Date” means the date in each year that is the first day of the month following the ninth month after the end of the Agency’s fiscal year, which date, as of the date of this Disclosure Certificate, is March 1.

“Agency” means the Successor Agency to the Indian Wells Redevelopment Agency, a public body, corporate and politic, duly organized and existing under and pursuant to the Law.

“City” means the City of Indian Wells, California.

“County Auditor-Controller” means the Auditor-Controller of the County of Riverside.

“Disclosure Representative” means or other as shall designate in writing to the Agency and the Dissemination Agent (if other than the Agency) from time to time.

“Dissemination Agent” means the Agency, acting in its capacity as Dissemination Agent hereunder, or any successor dissemination agent designated in writing by the Agency and which has filed with the Agency a written acceptance of such designation.

“Listed Events” means any of the events listed in subsection (a) or subsection (b) of Section 4 hereof.

“MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” means the Official Statement, dated July __, 2016, relating to the Bonds.

“Participating Underwriter” means any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Project Area” shall have the meaning specified in the Official Statement.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Trustee” means MUFUG Union Bank, N.A., as trustee under the Indenture, or any successor thereto as trustee thereunder, substituted in its place as provided therein.

Section 2. Provision of Annual Reports. (a) The Agency shall, or shall cause the Dissemination Agent to, provide to the MSRB an Annual Report which is consistent with the requirements of Section 3 hereof, not later than the Annual Report Date, commencing with the report for the 2015-16 Fiscal Year. The Annual Report may include by reference other information as provided in Section 3 hereof; provided, however, that the audited financial statements of the Agency, if any, may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Agency’s fiscal year changes, it shall, or it shall instruct the Dissemination Agent to, give notice of such change in a filing with the MSRB. The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the Bonds by name and CUSIP number.

(b) Not later than 15 business days prior to the date specified in subsection (a) of this Section for the providing of the Annual Report to the MSRB, the Agency shall provide the Annual Report to the Dissemination Agent. If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Agency and the Dissemination Agent to determine if the Agency is in compliance with the first sentence of this subsection (b).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a) of this Section, the Dissemination Agent shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) provide any Annual Report received by it to the MSRB, as provided herein; and

(ii) file a report with the Agency certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to the MSRB.

Section 3. Content of Annual Reports. The Annual Report shall be prepared by the Agency and shall contain or include by reference the following:

(a) The Agency's separate audited financial statements, or the City's audited financial statements including Agency operations as a trust fund, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If such audited financial statements are not available by the time the Annual Report is required to be filed pursuant to subsection (a) of Section 2 hereof, the Annual Report shall contain unaudited financial statements in a format similar to that used for the audited financial statements, and the audited financial statements, if any, shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, financial information and operating data with respect to the Agency, substantially similar to that provided in the corresponding tables relating to the Agency and the Project Area in the Official Statement (and where not specified by date or period for the preceding fiscal year):

(i) Taxable assessed values for the most recent fiscal year in substantially the format of Table 5 of the Official Statement;

(ii) Pledged Tax Revenues for the most recent fiscal year;

(iii) An update of the ten largest assesseses in substantially the format of Table 1 of the Official Statement for the most recent fiscal year;

(iv) An update of Debt Service Coverage for the Bond Year ending on the immediately preceding September 1 in substantially the format of Table 6 of the Official Statement;

(v) If the Agency is not in a County Teeter Plan, tax levy, percentage of current year levy collected, percentage of current levy delinquent, total collections and total collections as a percentage of the most recent year's tax levy;

(vi) Information related to Project Area assessed valuation appeals.

(c) In addition to any of the information expressly required to be provided under subsections (a) and (b) of this Section, the Agency shall provide such further information, if any, as may be necessary to make the specifically required statements, in light of the circumstances under which they are made, not misleading.

Any or all of the items described above may be included by specific reference to other documents, including official statements of debt issues of the Agency or related public entities, which have been submitted to the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Agency shall clearly identify each such other document so included by reference.

Section 4. Reporting of Significant Events. (a) Pursuant to the provisions of this Section, the Agency shall give, or cause to be given with respect to the Refunding Bonds, and hereby authorizes the Agency to give, or cause to be given, with respect to the Bonds, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the event:

- (i) Principal and interest payment delinquencies.
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (iv) Substitution of credit or liquidity providers, or their failure to perform.
- (v) Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB).
- (vi) Tender offers.
- (vii) Redemptions and Defeasances.
- (viii) Rating changes.
- (ix) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For purposes of the event identified in paragraph (ix), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) Pursuant to the provisions of this Section, the Agency shall give, or cause to be given with respect to the Refunding Bonds, and hereby authorizes the Agency to give, or cause to be given, with respect to the Bonds, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

(i) Unless described in paragraph (v) of subsection (a) of this Section, other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds.

(ii) Modifications to rights of holders of the Bonds.

(iii) Optional, unscheduled or contingent Bond calls.

(iv) Release, substitution, or sale of property securing repayment of the Bonds.

(v) Non-payment related defaults.

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(vii) Appointment of a successor or additional trustee or the change of name of a trustee.

(c) The Agency shall, within one business day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative and the Dissemination Agent and inform such persons of the event.

(d) Whenever the Agency obtains knowledge of the occurrence of a Listed Event described in subsection (b) of this Section, the Agency, as applicable shall determine if such event would be material under applicable Federal securities law.

(e) Whenever the Agency obtains knowledge of the occurrence of a Listed Event described in subsection (a) of this Section, or determines that the occurrence of a Listed Event described in subsection (b) of this Section is material under subsection (d) of this Section, the Agency shall, or shall cause the Dissemination Agent (if the Agency is not the Dissemination Agent) to, file a notice of the occurrence of such Listed Event with the MSRB within ten business days of such occurrence.

(f) Notwithstanding the foregoing, notice of Listed Events described in paragraph (iii) of subsection (a) of this Section and in paragraph (vii) of subsection (a) of this Section need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds pursuant to the Indenture.

Section 5. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The obligations of the Agency and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior prepayment or payment in full of all of the Bonds or the legal defeasance, prior prepayment or payment in full of all of the Refunding Bonds, if earlier. If such termination occurs prior to the final principal payment date of the Bonds, the Agency shall give notice of such termination in a filing with the MSRB.

Section 7. Dissemination Agent. The Agency may, from time to time, appoint or engage a Dissemination Agent (if the Agency is not the Dissemination Agent) to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent (if other

than the Agency or the Trustee), with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days written notice to the Agency.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Agency may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of subsection (a) of Section 2 hereof, Section 3 hereof or subsections (a) or (b) of Section 4 hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of holders or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Agency shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Agency. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Agency from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other reasonable means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Certificate, in addition to that which is required by this Disclosure Certificate. If the Agency chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Certificate, the Agency shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

Section 10. Default. The parties hereto acknowledge that in the event of a failure of the Agency or the Dissemination Agent to comply with any provision of this Disclosure Certificate, the Trustee may (and, at the written direction of any Participating Underwriter or the holders of at least 25% of the aggregate amount of principal evidenced by Outstanding Bonds, shall, upon receipt of indemnification reasonably satisfactory to the Trustee), or any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Agency or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the

Agency or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall (so long as the Agency is the Dissemination Agent) be entitled to the protections and limitations from liability afforded to the Agency under the Indenture. The Dissemination Agent shall be not responsible for the form or content of financial statements made part of any Annual Report or notice of Listed Event or for information sourced to the Agency. The Dissemination Agent shall receive reasonable compensation for its services provided under this Disclosure Certificate. The Dissemination Agent (if other than the Agency or the Agency acting in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Certificate. To the extent permitted by law, the Agency shall indemnify and save the Dissemination Agent (if other than the Agency) and the Agency harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or its willful misconduct. The obligations of the Agency under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Agency, the Dissemination Agent, the Participating Underwriter and the holder and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

SUCCESSOR AGENCY TO THE INDIAN
WELLS REDEVELOPMENT AGENCY

By: _____
Kevin McCarthy
Finance Director of the City on behalf of the
Successor Agency

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Successor Agency to the Indian Wells Redevelopment Agency
Name of Issue: Successor Agency to the Indian Wells Redevelopment Agency
Consolidated Whitewater Redevelopment Project Area Subordinated Tax
Allocation Refunding Bonds, Series 2016A
Date of Issuance: July __, 2016

NOTICE IS HEREBY GIVEN that the Successor Agency to the Indian Wells Redevelopment Agency (the "Agency") has not provided an Annual Report with respect to the above-named bonds as required by the Continuing Disclosure Certificate, dated as of July 1, 2016, by the Agency. The Agency anticipates that the Annual Report will be filed by

Dated: _____

SUCCESSOR AGENCY TO THE INDIAN
WELLS REDEVELOPMENT AGENCY

By: _____
Finance Director of the City
on behalf of the Successor Agency

cc: Successor Agency to the Indian Wells Redevelopment Agency

APPENDIX G

DTC AND BOOK-ENTRY ONLY SYSTEM

The information in this Appendix G concerning the procedures and recordkeeping with respect to beneficial ownership interests in the Series 2016A Bonds, payment of principal of and interest on the Series 2016A Bonds to Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Series 2016A Bonds, and other Series 2016A Bonds-related transactions by and between DTC, Participants and Beneficial Owners, is based on information furnished by DTC which the Successor Agency believes to be reliable, but the Successor Agency does not take responsibility for the completeness or accuracy thereof.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Series 2016A Bonds. The Series 2016A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate for each maturity of the Series 2016A Bonds will be issued for the Series 2016A Bonds in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information on such website is not incorporated herein by such reference or otherwise.

Purchases of Series 2016A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016A Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2016A Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2016A Bonds, except in the event that use of the book-entry system for the Series 2016A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2016A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2016A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2016A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2016A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2016A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2016A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Indenture. For example, Beneficial Owners of Series 2016A Bonds may wish to ascertain that the nominee holding the Series 2016A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2016A Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2016A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Successor Agency as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2016A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2016A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Successor Agency or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such Participant and not of DTC, the Trustee, or the Successor Agency, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Successor Agency or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2016A Bonds at any time by giving reasonable notice to the Successor Agency or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2016A Bond certificates are required to be printed and delivered.

APPENDIX H

FORM OF DEBT SERVICE RESERVE FUND POLICY

APPENDIX I

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

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Successor Agency to the Indian Wells Redevelopment Agency
Consolidated Whitewater Redevelopment Project Area
Subordinated Tax Allocation Refunding Bonds, Series 2016A
*** PRELIMINARY AND SUBJECT TO CHANGE ***

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SOURCES AND USES OF FUNDS

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Sources:	Series 2006A (Tax-Exempt Refunding)
<hr/>	
Bond Proceeds:	
Par Amount	38,060,000.00
Premium	7,324,727.05
	<hr/> 45,384,727.05
Other Sources of Funds:	
9/1/16 Refunded Interest	1,007,309.38
9/1/16 Refunded Principal	945,000.00
	<hr/> 1,952,309.38
	<hr/> 47,337,036.43
<hr/> <hr/>	
Uses:	Series 2006A (Tax-Exempt Refunding)
<hr/>	
Refunding Escrow Deposits:	
Cash Deposit	0.14
SLGS Purchases	46,274,094.00
	<hr/> 46,274,094.14
Other Fund Deposits:	
9/1/2016 Interest on Refunding Bonds	177,343.06
Delivery Date Expenses:	
Cost of Issuance	260,000.00
Underwriter's Discount	173,490.84
Surety Policy	111,762.19
Bond Insurance	339,742.16
	<hr/> 884,995.19
Other Uses of Funds:	
Additional Proceeds	604.04
	<hr/> 47,337,036.43
<hr/> <hr/>	

Notes:

Assumes insurance cost 0.525% bps of total debt service
 Assumes surety cost @ 2.5% of reserve requirement
 Reserve requirement equal to the lesser of (i) MADS and (ii) 125% average annual debt service
 PRELIMINARY AND SUBJECT TO CHANGE

BOND SUMMARY STATISTICS

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Dated Date	07/27/2016
Delivery Date	07/27/2016
Last Maturity	09/01/2034
Arbitrage Yield	2.806761%
True Interest Cost (TIC)	3.288239%
Net Interest Cost (NIC)	3.653691%
All-In TIC	3.441404%
Average Coupon	4.993502%
Average Life (years)	14.024
Weighted Average Maturity (years)	14.035
Duration of Issue (years)	10.552
Par Amount	38,060,000.00
Bond Proceeds	45,384,727.05
Total Interest	26,652,793.06
Net Interest	19,501,556.85
Total Debt Service	64,712,793.06
Maximum Annual Debt Service	5,454,750.00
Average Annual Debt Service	3,576,390.16
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	4.558351
Total Underwriter's Discount	4.558351
Bid Price	118.789375

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Tax Exempt Serial Bonds	38,060,000.00	119.245	4.994%	14.024	35,716.55
	38,060,000.00			14.024	35,716.55

	TIC	All-In TIC	Arbitrage Yield
Par Value	38,060,000.00	38,060,000.00	38,060,000.00
+ Accrued Interest			
+ Premium (Discount)	7,324,727.05	7,324,727.05	7,324,727.05
- Underwriter's Discount	-173,490.84	-173,490.84	
- Cost of Issuance Expense		-260,000.00	
- Other Amounts		-451,504.35	-339,742.16
Target Value	45,211,236.21	44,499,731.86	45,044,984.89
Target Date	07/27/2016	07/27/2016	07/27/2016
Yield	3.288239%	3.441404%	2.806761%

Note: PRELIMINARY AND SUBJECT TO CHANGE

BOND PRICING

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Call Date for Arb Yield	Call Price for Arb Yield	Premium (-Discount)
Tax Exempt Serial Bonds:											
	09/01/2017	710,000	2.000%	0.980%	101.107						7,859.70
	09/01/2018	95,000	3.000%	1.090%	103.943						3,745.85
	09/01/2019	100,000	4.000%	1.210%	108.447						8,447.00
	09/01/2020	105,000	4.000%	1.370%	110.436						10,957.80
	09/01/2021	110,000	5.000%	1.540%	116.889						18,577.90
	09/01/2022	115,000	5.000%	1.720%	118.899						21,733.85
	09/01/2023	960,000	5.000%	1.890%	120.556						197,337.60
	09/01/2024	1,005,000	5.000%	2.070%	121.731						218,396.55
	09/01/2025	1,055,000	5.000%	2.180%	123.148						244,211.40
	09/01/2026	1,105,000	5.000%	2.340%	123.790						262,879.50
	09/01/2027	1,165,000	5.000%	2.470%	122.479	C 2.648%	09/01/2026	100.000	09/01/2026	100.000	261,880.35
	09/01/2028	3,875,000	5.000%	2.570%	121.482	C 2.883%	09/01/2026	100.000	09/01/2026	100.000	832,427.50
	09/01/2029	4,065,000	5.000%	2.650%	120.692	C 3.069%	09/01/2026	100.000	09/01/2026	100.000	841,129.80
	09/01/2030	4,270,000	5.000%	2.720%	120.005	C 3.223%	09/01/2026	100.000	09/01/2026	100.000	854,213.50
	09/01/2031	4,480,000	5.000%	2.800%	119.226	C 3.365%	09/01/2026	100.000	09/01/2026	100.000	861,324.80
	09/01/2032	4,710,000	5.000%	2.860%	118.645	C 3.477%	09/01/2026	100.000	09/01/2026	100.000	878,179.50
	09/01/2033	4,940,000	5.000%	2.920%	118.068	C 3.578%	09/01/2026	100.000	09/01/2026	100.000	892,559.20
	09/01/2034	5,195,000	5.000%	2.980%	117.495	C 3.668%	09/01/2026	100.000	09/01/2026	100.000	908,865.25
38,060,000											7,324,727.05

Dated Date	07/27/2016
Delivery Date	07/27/2016
First Coupon	09/01/2016
Par Amount	38,060,000.00
Premium	7,324,727.05
Production	45,384,727.05
Underwriter's Discount	-173,490.84
Purchase Price	45,211,236.21
Accrued Interest	118.789375%
Net Proceeds	45,211,236.21

SUMMARY OF REFUNDING RESULTS

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

	Series 2006A (Tax-Exempt Refunding)	Total
Dated Date	07/27/2016	07/27/2016
Delivery Date	07/27/2016	07/27/2016
Arbitrage Yield	2.806761%	2.806761%
Escrow Yield	0.188049%	0.188049%
Value of Negative Arbitrage	113,458.17	113,458.17
Bond Par Amount	38,060,000.00	38,060,000.00
True Interest Cost	3.288239%	3.288239%
Net Interest Cost	3.653691%	3.653691%
All-In TIC	3.441404%	3.441404%
Average Coupon	4.993502%	4.993502%
Average Life	14.024	14.024
Par amount of refunded bonds	45,275,000.00	45,275,000.00
Average coupon of refunded bonds	4.519984%	4.519984%
Average life of refunded bonds	13.174	13.174
PV of prior debt	54,394,828.50	54,394,828.50
Net PV Savings	5,073,902.44	5,073,902.44
Percentage savings of refunded bonds	11.206852%	11.206852%
Percentage savings of refunding bonds	13.331325%	13.331325%

Note: PRELIMINARY AND SUBJECT TO CHANGE

SAVINGS

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Present Value to 07/27/2016 @ 2.8067613%
09/01/2016	1,952,309.38	1,952,309.38		177,343.06	177,343.06			-5,132.50
09/01/2017	2,956,818.76		2,956,818.76	2,587,750.00		2,587,750.00	369,068.76	358,654.61
09/01/2018	2,322,618.76		2,322,618.76	1,958,550.00		1,958,550.00	364,068.76	343,914.10
09/01/2019	2,327,218.76		2,327,218.76	1,960,700.00		1,960,700.00	366,518.76	336,627.48
09/01/2020	2,326,018.76		2,326,018.76	1,961,700.00		1,961,700.00	364,318.76	325,335.28
09/01/2021	2,324,218.76		2,324,218.76	1,962,500.00		1,962,500.00	361,718.76	314,060.05
09/01/2022	2,326,818.76		2,326,818.76	1,962,000.00		1,962,000.00	364,818.76	307,972.53
09/01/2023	3,163,050.00		3,163,050.00	2,801,250.00		2,801,250.00	361,800.00	296,954.99
09/01/2024	3,164,012.50		3,164,012.50	2,798,250.00		2,798,250.00	365,762.50	291,920.78
09/01/2025	3,161,000.00		3,161,000.00	2,798,000.00		2,798,000.00	363,000.00	281,710.34
09/01/2026	3,160,650.00		3,160,650.00	2,795,250.00		2,795,250.00	365,400.00	275,737.96
09/01/2027	3,162,750.00		3,162,750.00	2,800,000.00		2,800,000.00	362,750.00	266,174.04
09/01/2028	5,817,087.50		5,817,087.50	5,451,750.00		5,451,750.00	365,337.50	260,667.47
09/01/2029	5,810,493.76		5,810,493.76	5,448,000.00		5,448,000.00	362,493.76	251,563.03
09/01/2030	5,816,025.00		5,816,025.00	5,449,750.00		5,449,750.00	366,275.00	247,242.59
09/01/2031	5,812,000.00		5,812,000.00	5,446,250.00		5,446,250.00	365,750.00	240,122.39
09/01/2032	5,818,750.00		5,818,750.00	5,452,250.00		5,452,250.00	366,500.00	234,026.66
09/01/2033	5,810,375.00		5,810,375.00	5,446,750.00		5,446,750.00	363,625.00	225,839.56
09/01/2034	5,818,862.50		5,818,862.50	5,454,750.00		5,454,750.00	364,112.50	219,907.05
	73,051,078.20	1,952,309.38	71,098,768.82	64,712,793.06	177,343.06	64,535,450.00	6,563,318.82	5,073,298.40

Savings Summary

PV of savings from cash flow	5,073,298.40
Plus: Refunding funds on hand	604.04
Net PV Savings	5,073,902.44

Note: PRELIMINARY AND SUBJECT TO CHANGE

SAVINGS

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 07/27/2016 @ 2.8067613%
07/27/2016		1,952,309.38	-1,952,309.38				-1,952,309.38		-1,952,309.38
09/01/2016	1,952,309.38		1,952,309.38	177,343.06	177,343.06		1,952,309.38		1,947,176.88
03/01/2017	988,409.38		988,409.38	938,875.00		938,875.00	49,534.38		48,720.42
09/01/2017	1,968,409.38		1,968,409.38	1,648,875.00		1,648,875.00	319,534.38	369,068.76	309,934.19
03/01/2018	968,809.38		968,809.38	931,775.00		931,775.00	37,034.38		35,424.57
09/01/2018	1,353,809.38		1,353,809.38	1,026,775.00		1,026,775.00	327,034.38	364,068.76	308,489.54
03/01/2019	961,109.38		961,109.38	930,350.00		930,350.00	30,759.38		28,613.58
09/01/2019	1,366,109.38		1,366,109.38	1,030,350.00		1,030,350.00	335,759.38	366,518.76	308,013.90
03/01/2020	953,009.38		953,009.38	928,350.00		928,350.00	24,659.38		22,308.58
09/01/2020	1,373,009.38		1,373,009.38	1,033,350.00		1,033,350.00	339,659.38	364,318.76	303,026.70
03/01/2021	944,609.38		944,609.38	926,250.00		926,250.00	18,359.38		16,152.62
09/01/2021	1,379,609.38		1,379,609.38	1,036,250.00		1,036,250.00	343,359.38	361,718.76	297,907.43
03/01/2022	935,909.38		935,909.38	923,500.00		923,500.00	12,409.38		10,617.69
09/01/2022	1,390,909.38		1,390,909.38	1,038,500.00		1,038,500.00	352,409.38	364,818.76	297,354.84
03/01/2023	926,525.00		926,525.00	920,625.00		920,625.00	5,900.00		4,909.39
09/01/2023	2,236,525.00		2,236,525.00	1,880,625.00		1,880,625.00	355,900.00	361,800.00	292,045.60
03/01/2024	899,506.25		899,506.25	896,625.00		896,625.00	2,881.25		2,331.58
09/01/2024	2,264,506.25		2,264,506.25	1,901,625.00		1,901,625.00	362,881.25	365,762.50	289,589.19
03/01/2025	870,500.00		870,500.00	871,500.00		871,500.00	-1,000.00		-786.98
09/01/2025	2,290,500.00		2,290,500.00	1,926,500.00		1,926,500.00	364,000.00	363,000.00	282,497.32
03/01/2026	840,325.00		840,325.00	845,125.00		845,125.00	-4,800.00		-3,673.68
09/01/2026	2,320,325.00		2,320,325.00	1,950,125.00		1,950,125.00	370,200.00	365,400.00	279,411.64
03/01/2027	808,875.00		808,875.00	817,500.00		817,500.00	-8,625.00		-6,419.70
09/01/2027	2,353,875.00		2,353,875.00	1,982,500.00		1,982,500.00	371,375.00	362,750.00	272,593.74
03/01/2028	776,043.75		776,043.75	788,375.00		788,375.00	-12,331.25		-8,926.02
09/01/2028	5,041,043.75		5,041,043.75	4,663,375.00		4,663,375.00	377,668.75	365,337.50	269,593.49
03/01/2029	682,746.88		682,746.88	691,500.00		691,500.00	-8,753.12		-6,161.82
09/01/2029	5,127,746.88		5,127,746.88	4,756,500.00		4,756,500.00	371,246.88	362,493.76	257,724.85
03/01/2030	585,512.50		585,512.50	589,875.00		589,875.00	-4,362.50		-2,986.60
09/01/2030	5,230,512.50		5,230,512.50	4,859,875.00		4,859,875.00	370,637.50	366,275.00	250,229.19
03/01/2031	481,000.00		481,000.00	483,125.00		483,125.00	-2,125.00		-1,414.80
09/01/2031	5,331,000.00		5,331,000.00	4,963,125.00		4,963,125.00	367,875.00	365,750.00	241,537.19
03/01/2032	371,875.00		371,875.00	371,125.00		371,125.00	750.00		485.62
09/01/2032	5,446,875.00		5,446,875.00	5,081,125.00		5,081,125.00	365,750.00	366,500.00	233,541.04
03/01/2033	257,687.50		257,687.50	253,375.00		253,375.00	4,312.50		2,715.54
09/01/2033	5,552,687.50		5,552,687.50	5,193,375.00		5,193,375.00	359,312.50	363,625.00	223,124.02
03/01/2034	131,931.25		131,931.25	129,875.00		129,875.00	2,056.25		1,259.21
09/01/2034	5,686,931.25		5,686,931.25	5,324,875.00		5,324,875.00	362,056.25	364,112.50	218,647.84
	73,051,078.20	1,952,309.38	71,098,768.82	64,712,793.06	177,343.06	64,535,450.00	6,563,318.82	6,563,318.82	5,073,298.40

Savings Summary

PV of savings from cash flow	5,073,298.40
Plus: Refunding funds on hand	604.04
Net PV Savings	5,073,902.44

SUMMARY OF BONDS REFUNDED

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Indian Wells RDA - Consolidated Whitewater - Series 2006A (62% AR), IW_06A:					
BOND	09/01/2016	4.000%	945,000.00		
	09/01/2017	4.000%	980,000.00	09/01/2016	100.000
	09/01/2018	4.000%	385,000.00	09/01/2016	100.000
	09/01/2019	4.000%	405,000.00	09/01/2016	100.000
	09/01/2020	4.000%	420,000.00	09/01/2016	100.000
	09/01/2021	4.000%	435,000.00	09/01/2016	100.000
	09/01/2022	4.125%	455,000.00	09/01/2016	100.000
	09/01/2023	4.125%	1,310,000.00	09/01/2016	100.000
	09/01/2024	4.250%	1,365,000.00	09/01/2016	100.000
	09/01/2025	4.250%	1,420,000.00	09/01/2016	100.000
	09/01/2026	4.250%	1,480,000.00	09/01/2016	100.000
	09/01/2027	4.250%	1,545,000.00	09/01/2016	100.000
	09/01/2028	4.375%	4,265,000.00	09/01/2016	100.000
	09/01/2029	4.375%	4,445,000.00	09/01/2016	100.000
TERM	09/01/2030	4.500%	4,645,000.00	09/01/2016	100.000
	09/01/2031	4.500%	4,850,000.00	09/01/2016	100.000
	09/01/2032	4.500%	5,075,000.00	09/01/2016	100.000
TERM02	09/01/2033	4.750%	5,295,000.00	09/01/2016	100.000
	09/01/2034	4.750%	5,555,000.00	09/01/2016	100.000
			45,275,000.00		

Note: PRELIMINARY AND SUBJECT TO CHANGE

BOND DEBT SERVICE

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
09/01/2016			177,343.06	177,343.06	38,060,000	38,060,000
09/01/2017	710,000	2.000%	1,877,750.00	2,587,750.00	37,350,000	37,350,000
09/01/2018	95,000	3.000%	1,863,550.00	1,958,550.00	37,255,000	37,255,000
09/01/2019	100,000	4.000%	1,860,700.00	1,960,700.00	37,155,000	37,155,000
09/01/2020	105,000	4.000%	1,856,700.00	1,961,700.00	37,050,000	37,050,000
09/01/2021	110,000	5.000%	1,852,500.00	1,962,500.00	36,940,000	36,940,000
09/01/2022	115,000	5.000%	1,847,000.00	1,962,000.00	36,825,000	36,825,000
09/01/2023	960,000	5.000%	1,841,250.00	2,801,250.00	35,865,000	35,865,000
09/01/2024	1,005,000	5.000%	1,793,250.00	2,798,250.00	34,860,000	34,860,000
09/01/2025	1,055,000	5.000%	1,743,000.00	2,798,000.00	33,805,000	33,805,000
09/01/2026	1,105,000	5.000%	1,690,250.00	2,795,250.00	32,700,000	32,700,000
09/01/2027	1,165,000	5.000%	1,635,000.00	2,800,000.00	31,535,000	31,535,000
09/01/2028	3,875,000	5.000%	1,576,750.00	5,451,750.00	27,660,000	27,660,000
09/01/2029	4,065,000	5.000%	1,383,000.00	5,448,000.00	23,595,000	23,595,000
09/01/2030	4,270,000	5.000%	1,179,750.00	5,449,750.00	19,325,000	19,325,000
09/01/2031	4,480,000	5.000%	966,250.00	5,446,250.00	14,845,000	14,845,000
09/01/2032	4,710,000	5.000%	742,250.00	5,452,250.00	10,135,000	10,135,000
09/01/2033	4,940,000	5.000%	506,750.00	5,446,750.00	5,195,000	5,195,000
09/01/2034	5,195,000	5.000%	259,750.00	5,454,750.00		
	38,060,000		26,652,793.06	64,712,793.06		

Note: PRELIMINARY AND SUBJECT TO CHANGE

BOND DEBT SERVICE

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
07/27/2016					38,060,000	38,060,000
09/01/2016			177,343.06	177,343.06	38,060,000	38,060,000
03/01/2017			938,875.00	938,875.00	38,060,000	38,060,000
09/01/2017	710,000	2.000%	938,875.00	1,648,875.00	37,350,000	37,350,000
03/01/2018			931,775.00	931,775.00	37,350,000	37,350,000
09/01/2018	95,000	3.000%	931,775.00	1,026,775.00	37,255,000	37,255,000
03/01/2019			930,350.00	930,350.00	37,255,000	37,255,000
09/01/2019	100,000	4.000%	930,350.00	1,030,350.00	37,155,000	37,155,000
03/01/2020			928,350.00	928,350.00	37,155,000	37,155,000
09/01/2020	105,000	4.000%	928,350.00	1,033,350.00	37,050,000	37,050,000
03/01/2021			926,250.00	926,250.00	37,050,000	37,050,000
09/01/2021	110,000	5.000%	926,250.00	1,036,250.00	36,940,000	36,940,000
03/01/2022			923,500.00	923,500.00	36,940,000	36,940,000
09/01/2022	115,000	5.000%	923,500.00	1,038,500.00	36,825,000	36,825,000
03/01/2023			920,625.00	920,625.00	36,825,000	36,825,000
09/01/2023	960,000	5.000%	920,625.00	1,880,625.00	35,865,000	35,865,000
03/01/2024			896,625.00	896,625.00	35,865,000	35,865,000
09/01/2024	1,005,000	5.000%	896,625.00	1,901,625.00	34,860,000	34,860,000
03/01/2025			871,500.00	871,500.00	34,860,000	34,860,000
09/01/2025	1,055,000	5.000%	871,500.00	1,926,500.00	33,805,000	33,805,000
03/01/2026			845,125.00	845,125.00	33,805,000	33,805,000
09/01/2026	1,105,000	5.000%	845,125.00	1,950,125.00	32,700,000	32,700,000
03/01/2027			817,500.00	817,500.00	32,700,000	32,700,000
09/01/2027	1,165,000	5.000%	817,500.00	1,982,500.00	31,535,000	31,535,000
03/01/2028			788,375.00	788,375.00	31,535,000	31,535,000
09/01/2028	3,875,000	5.000%	788,375.00	4,663,375.00	27,660,000	27,660,000
03/01/2029			691,500.00	691,500.00	27,660,000	27,660,000
09/01/2029	4,065,000	5.000%	691,500.00	4,756,500.00	23,595,000	23,595,000
03/01/2030			589,875.00	589,875.00	23,595,000	23,595,000
09/01/2030	4,270,000	5.000%	589,875.00	4,859,875.00	19,325,000	19,325,000
03/01/2031			483,125.00	483,125.00	19,325,000	19,325,000
09/01/2031	4,480,000	5.000%	483,125.00	4,963,125.00	14,845,000	14,845,000
03/01/2032			371,125.00	371,125.00	14,845,000	14,845,000
09/01/2032	4,710,000	5.000%	371,125.00	5,081,125.00	10,135,000	10,135,000
03/01/2033			253,375.00	253,375.00	10,135,000	10,135,000
09/01/2033	4,940,000	5.000%	253,375.00	5,193,375.00	5,195,000	5,195,000
03/01/2034			129,875.00	129,875.00	5,195,000	5,195,000
09/01/2034	5,195,000	5.000%	129,875.00	5,324,875.00		
	38,060,000		26,652,793.06	64,712,793.06		

Note: PRELIMINARY AND SUBJECT TO CHANGE

BOND DEBT SERVICE BREAKDOWN

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Period Ending	Series 2006A (Tax-Exempt Refunding)	Total
09/01/2016	177,343.06	177,343.06
09/01/2017	2,587,750.00	2,587,750.00
09/01/2018	1,958,550.00	1,958,550.00
09/01/2019	1,960,700.00	1,960,700.00
09/01/2020	1,961,700.00	1,961,700.00
09/01/2021	1,962,500.00	1,962,500.00
09/01/2022	1,962,000.00	1,962,000.00
09/01/2023	2,801,250.00	2,801,250.00
09/01/2024	2,798,250.00	2,798,250.00
09/01/2025	2,798,000.00	2,798,000.00
09/01/2026	2,795,250.00	2,795,250.00
09/01/2027	2,800,000.00	2,800,000.00
09/01/2028	5,451,750.00	5,451,750.00
09/01/2029	5,448,000.00	5,448,000.00
09/01/2030	5,449,750.00	5,449,750.00
09/01/2031	5,446,250.00	5,446,250.00
09/01/2032	5,452,250.00	5,452,250.00
09/01/2033	5,446,750.00	5,446,750.00
09/01/2034	5,454,750.00	5,454,750.00
	64,712,793.06	64,712,793.06

Note: PRELIMINARY AND SUBJECT TO CHANGE

PRIOR BOND DEBT SERVICE

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
07/27/2016					45,275,000	45,275,000
09/01/2016	945,000	4.000%	1,007,309.38	1,952,309.38	44,330,000	44,330,000
03/01/2017			988,409.38	988,409.38	44,330,000	44,330,000
09/01/2017	980,000	4.000%	988,409.38	1,968,409.38	43,350,000	43,350,000
03/01/2018			968,809.38	968,809.38	43,350,000	43,350,000
09/01/2018	385,000	4.000%	968,809.38	1,353,809.38	42,965,000	42,965,000
03/01/2019			961,109.38	961,109.38	42,965,000	42,965,000
09/01/2019	405,000	4.000%	961,109.38	1,366,109.38	42,560,000	42,560,000
03/01/2020			953,009.38	953,009.38	42,560,000	42,560,000
09/01/2020	420,000	4.000%	953,009.38	1,373,009.38	42,140,000	42,140,000
03/01/2021			944,609.38	944,609.38	42,140,000	42,140,000
09/01/2021	435,000	4.000%	944,609.38	1,379,609.38	41,705,000	41,705,000
03/01/2022			935,909.38	935,909.38	41,705,000	41,705,000
09/01/2022	455,000	4.125%	935,909.38	1,390,909.38	41,250,000	41,250,000
03/01/2023			926,525.00	926,525.00	41,250,000	41,250,000
09/01/2023	1,310,000	4.125%	926,525.00	2,236,525.00	39,940,000	39,940,000
03/01/2024			899,506.25	899,506.25	39,940,000	39,940,000
09/01/2024	1,365,000	4.250%	899,506.25	2,264,506.25	38,575,000	38,575,000
03/01/2025			870,500.00	870,500.00	38,575,000	38,575,000
09/01/2025	1,420,000	4.250%	870,500.00	2,290,500.00	37,155,000	37,155,000
03/01/2026			840,325.00	840,325.00	37,155,000	37,155,000
09/01/2026	1,480,000	4.250%	840,325.00	2,320,325.00	35,675,000	35,675,000
03/01/2027			808,875.00	808,875.00	35,675,000	35,675,000
09/01/2027	1,545,000	4.250%	808,875.00	2,353,875.00	34,130,000	34,130,000
03/01/2028			776,043.75	776,043.75	34,130,000	34,130,000
09/01/2028	4,265,000	4.375%	776,043.75	5,041,043.75	29,865,000	29,865,000
03/01/2029			682,746.88	682,746.88	29,865,000	29,865,000
09/01/2029	4,445,000	4.375%	682,746.88	5,127,746.88	25,420,000	25,420,000
03/01/2030			585,512.50	585,512.50	25,420,000	25,420,000
09/01/2030	4,645,000	4.500%	585,512.50	5,230,512.50	20,775,000	20,775,000
03/01/2031			481,000.00	481,000.00	20,775,000	20,775,000
09/01/2031	4,850,000	4.500%	481,000.00	5,331,000.00	15,925,000	15,925,000
03/01/2032			371,875.00	371,875.00	15,925,000	15,925,000
09/01/2032	5,075,000	4.500%	371,875.00	5,446,875.00	10,850,000	10,850,000
03/01/2033			257,687.50	257,687.50	10,850,000	10,850,000
09/01/2033	5,295,000	4.750%	257,687.50	5,552,687.50	5,555,000	5,555,000
03/01/2034			131,931.25	131,931.25	5,555,000	5,555,000
09/01/2034	5,555,000	4.750%	131,931.25	5,686,931.25		
	45,275,000		27,776,078.20	73,051,078.20		

Note: PRELIMINARY AND SUBJECT TO CHANGE

ESCROW REQUIREMENTS

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Period Ending	Principal	Interest	Principal Redeemed	Total
09/01/2016	945,000.00	1,007,309.38	44,330,000.00	46,282,309.38
	945,000.00	1,007,309.38	44,330,000.00	46,282,309.38

Note: PRELIMINARY AND SUBJECT TO CHANGE

ESCROW DESCRIPTIONS

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Jul 27, 2016:						
SLGS	Certificate	09/01/2016	09/01/2016	46,274,094	0.180%	0.180%
				46,274,094		

SLGS Summary

SLGS Rates File	07APR16
Total Certificates of Indebtedness	46,274,094.00

ESCROW COST

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	09/01/2016	46,274,094	0.180%	46,274,094.00
		46,274,094		46,274,094.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
07/27/2016	46,274,094	0.14	46,274,094.14	0.188049%
	46,274,094	0.14	46,274,094.14	

Note: PRELIMINARY AND SUBJECT TO CHANGE

ESCROW SUFFICIENCY

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
07/27/2016		0.14	0.14	0.14
09/01/2016	46,282,309.38	46,282,309.24	-0.14	
	46,282,309.38	46,282,309.38	0.00	

Note: PRELIMINARY AND SUBJECT TO CHANGE

ESCROW CASH FLOW

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Date	Principal	Interest	Net Escrow Receipts	Present Value to 07/27/2016 @ 0.1880492%
09/01/2016	46,274,094.00	8,215.24	46,282,309.24	46,274,094.00
	46,274,094.00	8,215.24	46,282,309.24	46,274,094.00

Escrow Cost Summary

Purchase date	07/27/2016
Purchase cost of securities	46,274,094.00
Target for yield calculation	46,274,094.00

ESCROW STATISTICS

Successor Agency to the Indian Wells Redevelopment Agency
 Consolidated Whitewater Redevelopment Project Area
 Subordinated Tax Allocation Refunding Bonds, Series 2016A
 *** PRELIMINARY AND SUBJECT TO CHANGE ***

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Series 2006A (Tax-Exempt Refunding), Global Proceeds Escrow:							
	46,274,094.14	0.094	0.188049%	0.188049%	46,160,635.97	113,458.17	
	46,274,094.14				46,160,635.97	113,458.17	0.00

Delivery date 07/27/2016
 Arbitrage yield 2.806761%



4/21/2016

File #: 1378-16 Item #: A.

Indian Wells City Council
Council Member Report

Place CV Link Question on November 8, 2016 Ballot - Mertens

RECOMMENDED ACTION:

Council **DIRECTS** staff to prepare ballot measure language to require electorate approval of any portion of CV Link being built in or through Indian Wells.

DISCUSSION:

Council Member Ted Mertens requests the Council discuss placing on the November 8, 2016 ballot a measure to require the electorate to approve any portion of the CV Link being built in or through the City of Indian Wells.