



CITY COUNCIL Meeting Agenda

Thursday, October 19, 2023

1:30 PM

City Hall Council Chamber

44950 Eldorado Drive, Indian Wells, CA 92210

Welcome to a meeting of the Indian Wells City Council.

Public Comments: *Members of the Public who wish to speak should fill out a blue slip and submit it to the City Clerk, comments are limited to 3 minutes. In accordance with State Law, remarks during public comment are to be limited to subjects within the City's jurisdiction.*

Notification: *If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act (ADA) please contact the City Clerk at 760-346-2489, 48 hours prior to the meeting.*

Please turn off all communication devices (phones) or put them on non-audible mode (vibrate) during Council proceedings. All documents for public review are available for public inspection at City Hall reception, 44-950 Eldorado Drive, Indian Wells during normal business hours.

A. CONVENE THE INDIAN WELLS CITY COUNCIL, PLEDGE OF ALLEGIANCE AND ROLL CALL

MAYOR DONNA GRIFFITH
MAYOR PRO TEM GREG SANDERS
COUNCIL MEMBER TY PEABODY
COUNCIL MEMBER BRUCE WHITMAN
COUNCIL MEMBER DANA REED

B. APPROVAL OF THE FINAL AGENDA

C. PROCLAMATIONS AND PRESENTATIONS

- C.1 Proclamation Recognizing the Month of October 2023 as "Fire Prevention and Mini Muster" Month in the City of Indian Wells
- C.2 Coachella Valley Mosquito and Vector Control Annual Report Presentation by General Manager Jeremy Wittie and City's Representative Clive Weightman
- C.3 Introduction of New Indian Wells Golf Resort General Manager Robin Graf
- C.4 Indian Wells Capital Improvement Project Update by Public Works Director Ken Seumalo

D. PUBLIC COMMENTS

Members of the Public who wish to speak on consent items OR items not listed on the agenda may do so at this time. Public Comments are limited to 3 minutes. Speakers will be alerted when their time is up and are then to return to their seats and no further comments will be permitted.

Please note that while the City Council values your comments, the Council cannot respond nor take action on matters not listed on the agenda until the matter may appear on the forthcoming agenda.

E. CITY MANAGER'S REPORTS

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

F. CITY ATTORNEY REPORTS AND COMMENTS

G. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and will be approved by one motion. Reading of text of Ordinances is waived and Ordinances are adopted as second reading, by title only. There will be no separate discussion of these items unless members of the Council request specific items be removed from the Consent Calendar for separate discussion and action.

- G.1 Resolution Accepting State Mandate Annual Fire Inspections in Compliance with SB 1205** 9

RECOMMENDED ACTION:

Council **ADOPTS** Resolution acknowledging receipt of a report made by the Fire Chief of Riverside County Fire Department regarding compliance with the annual inspection of certain occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

- G.2 Update to Fiscal Year 2023-24 Employee’s Salary Range Schedule** 17

RECOMMENDED ACTION:

Council **APPROVES** the update to employee’s salary schedule as required by the California Public Employees’ Pension Reform Act of 2013; and

DIRECTS staff to post the employee salary range schedule on the City’s website.

- G.3 Sponsorship Request Benefiting the YMCA of the Desert** 19

RECOMMENDED ACTION:

Council **APPROVES** a table sponsorship request for the 36th Annual Hoedown in Paradise event held on November 4, 2023, at the Tommy Bahama Miramonte Resort & Spa; and

AUTHORIZES the attendance of Council Members at the event.

- G.4 Resolution Authorizing the California Joint Powers Insurance Authority to provide notices to Claimants pursuant to Government Code Section 910 22**

RECOMMENDED ACTION:

Council **AUTHORIZES** the California Joint Powers Insurance Authority to provide notices to Claimants pursuant to Government Code Section 910; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060.

- G.5 City Treasurer’s Report for August 2023 26**

RECOMMENDED ACTION:

Council **RECEIVES** and **FILES** the City Treasurer’s Report for August 2023.

- G.6 Request for Supplemental Appropriation for Whitewater River Channel Cleanup Caused by Tropical Storm Hillary 46**

RECOMMENDED ACTION:

Council **AWARDS** contract to Lippert Construction for two separate phases for the August 20 storm cleanup caused by Tropical Storm Hillary; Fred Waring Drive using the City’s General Fund reserves and the Whitewater River Channel using Golf Resort Funds; and

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

APPROVES supplemental appropriation in the amount of \$156,905 from the General Fund for the clearing of Fred Waring Drive, and \$582,200 from the Golf Resort Fund for the cleanup of the Whitewater River Drainage Channel beginning at Fred Waring Drive and extending 1.25 miles towards the Miles Avenue bridge; and

AUTHORIZES the City Manager, or designee, to transfer funds from general fund to the Public Works City Parkways Operations account.

H. PUBLIC HEARINGS

There are no public hearing items.

I. GENERAL BUSINESS

The Mayor will call upon the members of the public to address the Council regarding the agenda item being considered. After the public has provided comment, the item is closed to further comment and brought to the Council for discussion and action.

I.1 Sponsorship of Dr. George Charity Car Show 48

RECOMMENDED ACTION:

Council **AUTHORIZES** the City Manager to execute a three-year sponsorship agreement with the Palm Springs Crusin' Association to serve as Presenting Sponsor of the Dr. George's Charity Car Show from 2024-2027; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060.

I.2 Golf Resort Restaurant Lease & True Up Agreement & Option to Re-Imagine VueBar & Grill 54

RECOMMENDED ACTION:

Council **AUTHORIZES** the City Manager to execute a Golf Course Restaurant Lease and True Up Agreement with Troon Golf subject to non-substantive administrative edits; and

APPROVES Troon's proposal to re-imagine the VUE Bar & Grill into a Richard Blais restaurant; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060.

I.3 Indian Wells Lane Monument Sign Replacement 103

RECOMMENDED ACTION:

Council **DISCUSSES** and **PROVIDES** direction regarding the design of the Indian Wells Monument Sign located at the intersection of Indian Wells Lane and Highway 111.

J. COUNCIL MEMBERS' REPORTS

- J.1 Council Member Dana Reed’s Request to Place a Discussion Item on a Future City Council Agenda 105**

RECOMMENDED ACTION:

Council **DISCUSSES** and provides **DIRECTION** on Council Member Dana Reed’s request to place a discussion item on a future City Council agenda.

K. COUNCIL MEMBERS' COMMENTS

On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. Council Members may ask a question for clarification, make a referral to staff, or take action to have staff place a matter of business on a future agenda. The Council may take action on items listed on the Agenda.

K.1 COUNCIL MEMBER REED

California Joint Powers Insurance Authority
Riverside County Transportation Commission
CVAG Public Safety Committee
CVAG Transportation Committee

K.2 COUNCIL MEMBER WHITMAN

Coachella Valley Mountains Conservancy
Desert Sands Unified School District
Indian Wells Marketing Committee
Indian Wells Public Safety Committee
Visit Greater Palm Springs

K.3 COUNCIL MEMBER PEABODY

Cove Communities Services Commission
Coachella Valley Animal Campus
Indian Wells Golf Resort Advisory Committee
Indian Wells Marketing Committee
Sunline Transit Agency

K.4 MAYOR PRO TEM SANDERS

Cove Communities Services Commission
Coachella Valley Economic Partnership
Desert Sand Unified School District
Indian Wells Finance & Legal Services Oversight Committee
Indian Wells Personnel Committee
Indian Wells Public Safety Committee
Indian Wells Tee Committee

K.5 MAYOR GRIFFITH

CVAG Executive Committee
CVAG Conservation Commission
CVAG Energy & Sustainability Committee
CVAG Homelessness Committee
Indian Wells Community Activities Committee
Indian Wells Golf Resort Advisory Committee
Indian Wells Grants In Aid Committee
Indian Wells Finance/Legal Services Oversight Committee
Indian Wells Personnel Committee
Indian Wells Tee Committee

L. ADJOURNMENT

To a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on November 2, 2023 in the City Hall Council Chamber.

Affidavit of Posting,

I, Angelica Avila, certify that on October 13, 2023 I caused to be posted a notice of a City Council Meeting to be held on October 19, 2023 at 1:30 p.m. in the City Hall Council Chamber.

Notices were posted at Indian Wells Civic Center and City's Website
[www.cityofindianwells.org]

Angelica Avila, MMC City Clerk



INDIAN WELLS CITY COUNCIL October 19, 2023

To: City Council
From: Fire Department
Prepared by: Chris Cox, Assistant Fire Marshal
Subject: **Resolution Accepting State Mandate Annual Fire Inspections in Compliance with SB 1205**

RECOMMENDED ACTIONS:

Council **ADOPTS** Resolution acknowledging receipt of a report made by the Fire Chief of Riverside County Fire Department regarding compliance with the annual inspection of certain occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

BACKGROUND:

The Governor signed Senate Bill 1205 into law in September 2018 to address the issue of some fire departments failing to keep up with the statutorily required annual building inspections. By requiring annual reporting of their compliance to the local city council or board of supervisors, the bill is intended to apply local pressure for Fire Departments to complete the annual state mandated building inspections. The attached Resolution (**Attachment #1**) serves as the formal document to fulfill the annual fire inspection reporting requirements of SB 1205.

The annual building inspection and reporting must be conducted on two groups of occupancies, buildings, structures and/or facilities: Educational Group E and Residential Group R. Group E includes public and private schools used by more than 6 persons for educational purpose through the 12th grade. Group R includes hotels, motels, apartments (3 units or more), and certain residential care facilities.

During the time of July 1, 2022, to June 30, 2023, the Fire Department identified one Group E and seven Group R occupancies, buildings, structures and/or facilities in the City of Indian Wells and completed 100% of the annual inspections at the identified occupancies, buildings, structures and/or facilities. The facilities inspected are attached to this report. (**Attachment #2**).

The Fire Department will continue to assess, with the assistance of City Staff, the existing building stock and new development within the City to ensure that all applicable Group E and R buildings, structures and/or facilities receive an annual inspection in accordance with SB 1205.

# of Identified Facilities in Fiscal Year 2021-22		
Group E	1	1 (100%)
Group R	7	7 (100%)

ATTACHMENTS:

1. Resolution
2. Annual Inspection Facilities 2022-2023
3. Health and Safety Code 13146

RESOLUTION NO. 2023-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF Indian Wells, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING COMPLIANCE WITH THE ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE**

WHEREAS, California Health & Safety Code Section 13146.4 became effective on January 1, 2019; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including Riverside County Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Health & Safety Code sections 13146.2 and 13146.3; and

WHEREAS, California Health & Safety Code Section 13146.2 and 13146.3 requires all fire departments, including Riverside County Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, the Council of the City of Indian Wells intends this Resolution to fulfill the requirements of the California Health & Safety Code 13146.4 regarding acknowledgment of the Riverside County Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, DOES HEREBY FIND, DETERMINE AND RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of Indian Wells expressly acknowledges the compliance of the Riverside County Fire Department with California Health and Safety Code Sections 13146.2 and 13146.3 within the jurisdiction of the City for the time period of July 1, 2022, to June 30, 2023, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES. Educational Group E occupancies are generally those public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group E occupancies, buildings, structures and/or facilities in the City of Indian Wells.

B. RESIDENTIAL GROUP R OCCUPANCIES. Residential Group R occupancies are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group R occupancies, buildings, structures and/or facilities in the City of Indian Wells.

SECTION 2. The City Clerk shall certify the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect. Notwithstanding the foregoing, such certification and any of the other duties and responsibilities assigned to the City Clerk pursuant to this Resolution may be performed by a Deputy City Clerk with the same force and effect as if performed by the City Clerk hereunder.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City of Indian Wells, California, at a regular meeting held on the 19th day of October 2023.

DONNA J.H. GRIFFITH
MAYOR

City of Indian Wells
Resolution No. 2023-__
Page 3

CERTIFICATION FOR RESOLUTION NO. 2023-__

I, Anna Grandys, City Clerk of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the City Council of the City of Indian Wells is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council on the 19th day of October 2023 by the following vote:

AYES:
NOES:

ATTEST:

APPROVED AS TO FORM:

ANGELICA AVILA
CITY CLERK

TODD LEISHMAN
CITY ATTORNEY

STATEMANDATED INSPECTIONS

OCCUPANT NAME	ADDRESS	OCCUPANCY TYPE
Gerald Ford Elementary	44210 Warner Trail	E
Indian Wells Villas	74800 Village Court	R2
Mountain View Villas	78000 Betty Baker	R2
Indian Wells Resort	76661 Hwy 111	R1
Miramonte Resort	45000 Indian Wells Lane	R1
Renaissance Esmeralda	44400 Indian Wells Lane	R1
Hyatt Regency	44600 Indian Wells Lane	R1
Sands Hotel & Spa	44985 Povince Way	R1

HEALTH AND SAFETY CODE - HSC

DIVISION 12. FIRES AND FIRE PROTECTION [13000 - 14960]

(Division 12 enacted by Stats. 1939, Ch. 60.)

PART 2. FIRE PROTECTION [13100 - 13263]

(Part 2 enacted by Stats. 1939, Ch. 60.)

CHAPTER 1. State Fire Marshal [13100 - 13159.10]

(Chapter 1 enacted by Stats. 1939, Ch. 60.)

ARTICLE 2. The State Board of Fire Services [13140 - 13147]

(Heading of Article 2 amended by Stats. 1973, Ch. 1197.)

13146.2.

(a) Every city, county, or city and county fire department or district providing fire protection services required by Sections 13145 and 13146 to enforce building standards adopted by the State Fire Marshal and other regulations of the State Fire Marshal shall, annually, inspect all structures subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal.

(b) A city, county, or city and county fire department or district providing fire protection services that inspects a structure pursuant to subdivision (a) may charge and collect a fee for the inspection from the owner of the structure in an amount, as determined by the city, county, or city and county fire department or district providing fire protection services, sufficient to pay the costs of that inspection.

(c) A city, county, or city and county fire department or district providing fire protection services that provides related fire and life safety activities for structures subject to subdivision (b) of Section 17921, such as plan review, construction consulting, fire watch, and investigation, may charge and collect a fee from the owner of the structure in an amount, as determined by the city, county, city and county, or district, sufficient to pay the costs of those related fire and life safety activities.

(d) The State Fire Marshal, or the State Fire Marshal's authorized representative, who inspects a structure subject to subdivision (b) of Section 17921, except dwellings, for compliance with building standards and other regulations of the State Fire Marshal, may charge and collect a fee for the inspection from the owner of the structure. The State Fire Marshal may also charge and collect a fee from the owner of the structure for related fire and life safety activities, such as plan review, construction consulting, fire watch, and investigation. Any fee collected pursuant to this subdivision shall be in

an amount, as determined by the State Fire Marshal, sufficient to pay the costs of that inspection or those related fire and life safety activities.

(Amended by Stats. 2019, Ch. 31, Sec. 9. (SB 85) Effective June 27, 2019.)

13146.3.

(a) A city, county, or city and county fire department or district providing fire protection services shall inspect every building used as a public or private school within its jurisdiction, for the purpose of enforcing regulations promulgated pursuant to Section 13143, not less than once each year. The State Fire Marshal and the State Fire Marshal's authorized representatives shall make these inspections not less than once each year in areas outside of corporate cities and districts providing fire protection services.

(b) A city, county, or city and county fire department or district that, or the State Fire Marshal or the State Fire Marshal's authorized representative who, inspects a structure pursuant to subdivision (a) may charge and collect a fee for the inspection in an amount sufficient to pay the costs of that inspection.

(Amended by Stats. 2019, Ch. 31, Sec. 10. (SB 85) Effective June 27, 2019.)

13146.4.

(a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, "administering authority" means a city council, county board of supervisors, or district board, as the case may be.

(Added by Stats. 2018, Ch. 854, Sec. 1. (SB 1205) Effective January 1, 2019.)

INDIAN WELLS CITY COUNCIL

October 19, 2023



To: City Council
From: Human Resources
Prepared by: Kristen Nelson, Senior Management Analyst
Subject: **Update to Fiscal Year 2023-24 Employee's Salary Range Schedule**

RECOMMENDED ACTIONS:

Council **APPROVES** the update to employee's salary schedule as required by the California Public Employees' Pension Reform Act of 2013; and

DIRECTS staff to post the employee salary range schedule on the City's website.

DISCUSSION:

Effective August 1, 2013, the Public Employees' Pension Reform Act ("PEPRA") changed the law to make compensation more transparent, specifically regarding eligible income for the calculation of retiree benefits. Under PEPRA, employees' retirement benefits must be calculated for a salary within a publicly approved salary range schedule published on the City's website.

Employee salaries are not being increased because of this action. Employees are only eligible for pay increases based on performance under the City's Merit-Based Pay program. This update serves the sole purpose of updating each employee's salary range schedule and accurately reflecting the current staffing level of the City. This action includes the updating of the City Manager's salary as a result of the approved action by the City Council on September 7, 2023.

Staff will provide a revised total annual employee salary schedule update in 2024 as required by the California Public Employees' Pension Reform Act of 2013 and in compliance with the Fiscal Year 2019-25 Memorandum of Understanding with the Indian Wells Employees Association.

ATTACHMENTS:

1. FY 2023-24 Approved Positions

**City of Indian Wells
Approved Positions List w/ Annual Salaries and Ranges
Salaries for Fiscal Year 2023/24**

	POSITION	RANGE	BEGIN RANGE	TOP RANGE
1	City Manager	N/A	\$ 285,000	\$ 285,000
2	Assistant City Manager	72	\$ 194,233	\$ 242,792
3	Finance Director	68	\$ 175,966	\$ 219,957
3a	Finance Director*	N/A	\$ 193,157	\$ 234,789
4	Public Works Director	67	\$ 171,674	\$ 214,592
5	Community Development Director	66	\$ 167,487	\$ 209,358
6	Information Technology Manager	58	\$ 137,464	\$ 171,830
6a	Information Technology Manager*	N/A	\$ 147,213	\$ 178,943
7	Building Official & Code Enforcement Mgr.	56	\$ 130,840	\$ 163,551
8	Assistant Finance Director	55	\$ 127,649	\$ 159,561
9	City Clerk	53	\$ 121,498	\$ 151,873
10	Housing Manager	50	\$ 112,823	\$ 141,029
11	Senior Management Analyst	46	\$ 102,212	\$ 127,765
12	Senior Management Analyst	46	\$ 102,212	\$ 127,765
13	Public Works Manager	46	\$ 102,212	\$ 127,765
14	Public Works Field Supervisor	44	\$ 97,287	\$ 121,609
15	Planner	41	\$ 90,341	\$ 112,926
16	Management Analyst	40	\$ 88,137	\$ 110,172
17	Senior Executive Assistant	37	\$ 81,844	\$ 102,305
18	Public Works Inspector I	34	\$ 76,001	\$ 95,001
19	Accountant	33	\$ 74,147	\$ 92,684
20	Management Assistant	33	\$ 74,147	\$ 92,684
21	Building Inspector I/Code Enforcement Officer	31	\$ 70,574	\$ 88,218
22	Permit Technician II	31	\$ 70,574	\$ 88,218
22a	Permit Technician II*	N/A	\$ 81,391	\$ 98,933
23	Accounting Technician II	28	\$ 65,535	\$ 81,919
23a	Accounting Technician II*	N/A	\$ 66,801	\$ 81,199
24	Administrative Assistant	28	\$ 65,535	\$ 81,919
25	Administrative Assistant	28	\$ 65,535	\$ 81,919
26	Permit Technician I	27	\$ 63,937	\$ 79,921
26a	Permit Technician I*	N/A	\$ 70,183	\$ 85,310
27	Planning Technician I	27	\$ 63,937	\$ 79,921
28	Accounting Technician I	26	\$ 62,377	\$ 77,972
29	Accounting Technician I	26	\$ 62,377	\$ 77,972
30	Maintenance Worker II	21	\$ 55,132	\$ 68,915
31	Maintenance Worker I	17	\$ 49,947	\$ 62,434
32	Maintenance Worker I	17	\$ 49,947	\$ 62,434
33	Maintenance Worker I	17	\$ 49,947	\$ 62,434
34	Receptionist	15	\$ 47,540	\$ 59,426
			\$ 3,401,340	\$ 4,161,170

*Hired on or before 02/17/2022



INDIAN WELLS CITY COUNCIL

October 19, 2023

To: City Council
From: City Manager Department
Prepared by: Angelica Avila, City Clerk
Subject: **Sponsorship Request Benefiting the YMCA of the Desert**

RECOMMENDED ACTIONS:

Council **APPROVES** a table sponsorship request for the 36th Annual Hoedown in Paradise event held on November 4, 2023, at the Tommy Bahama Miramonte Resort & Spa; and

AUTHORIZES the attendance of Council Members at the event.

DISCUSSION:

The City received the attached sponsorship information and invitation to the 36th Annual Hoedown event held on November 4, 2023, at the Tommy Bahama Miramonte Resort & Spa. The event will benefit the YMCA of the Desert.

As part of the City's efforts to support charitable events held in Indian Wells, the Council established a line item in the budget in the amount of \$6,000 to support such events. The sponsorship for this event for a table of 10 is \$2,000. Mayor Griffith expressed interest in participating in this year's event.

OPTIONS:

1. Staff recommendation to purchase a table of 10 in the amount of \$2,000.
2. The Council may choose to purchase individual tickets at the cost of \$200.
3. Council provides alternative direction.

FISCAL IMPACT:

Funds are available in the FY 2023-24 Budget for this event and a supplemental appropriation is not necessary.

ATTACHMENTS:

1. YMCA Sponsorship Request

Angelica Avila

From: Angelica Avila
Sent: Tuesday, October 10, 2023 1:11 PM
To: Angelica Avila
Subject: Family YMCA of the Desert Hoedown in Paradise

From: Paula Simonds <PaulaSimonds@desertymca.org>
Sent: Thursday, September 7, 2023 11:56 AM
To: Donna Griffith <dgriffith@indianwells.com>
Cc: Eevet Edens <EevetEdens@desertymca.org>
Subject: Family YMCA of the Desert Hoedown in Paradise

CAUTION: This email originated outside our organization. Be cautious with any links or attachments.

Hi Donna,

The Family YMCA of the Desert’s Hoedown in Paradise at Tommy Bahama Miramonte Resort & Spa on November 4th is shaping up to be a fantastic FUNdraising event!

Looking forward to a fabulous evening celebrating our Y’s Passion & Purpose to make a difference in our community and would appreciate consideration for City of Indian Wells to join us!

Any questions, please don’t hesitate to ask and kind regards.

<image001.jpg>

[Click Here To Order Tickets](#)

Any Questions? Please contact Eevet Edens,
YMCA of the Desert, Director of Development.
EevetEdens@desertymca.org or call at 760-341-9622 ext. 236

<image002.png>

Family YMCA of the Desert

P 760.341.9622 X 222

F 760.779.9651

desertymca.org

43-930 San Pablo Avenue,
Palm Desert, CA 92260
Hours: M-F 8:00am-6:00pm

<[image003.gif](#)>

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SAVE THE DATE!

36th Annual

HOEDOWN
in
Paradise

Saturday, November 4, 2023

Tommy Bahama[®]

MIRAMONTE
Resort & Spa

Fancy-like boots and beach attire

Benefiting Family YMCA
of the Desert



INDIAN WELLS CITY COUNCIL

October 19, 2023



To: City Council
From: Finance Department
Prepared by: Kevin McCarthy, Finance Director
Subject: **Resolution Authorizing the California Joint Powers Insurance Authority to provide notices to Claimants pursuant to Government Code Section 910**

RECOMMENDED ACTIONS:

Council **AUTHORIZES** the California Joint Powers Insurance Authority to provide notices to Claimants pursuant to Government Code Section 910; and,

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060.

BACKGROUND:

Consistent with Government Code Section 910, the California Joint Powers Insurance Authority (CJPIA) provides notices to claimants. Generally, the types of claimant notices include accepted, rejected, returned as insufficient, or returned as untimely claims against the City. This noticing process has been in place for decades and works very well.

In a recent CJPIA administrative review, the City was notified that it never formally delegated the noticing responsibility to the CJPIA. In the spirit of collaboration, the CJPIA said it would continue noticing claimants on behalf of the City but asked for the formal adoption of the attached resolution to resolve the issue. This item is considered an administrative clean-up.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the Lead Agency, determined that the ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no

possibility that the action would result in a significant environmental impact, and because it does not constitute a “project” as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2023-__

A RESOLUTION OF THE CITY OF INDIAN WELLS, CALIFORNIA, ESTABLISHING A POLICY WHICH DELEGATES TORT LIABILITY CLAIMS HANDLING RESPONSIBILITIES TO THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY AS AUTHORIZED BY GOVERNMENT CODE SECTIONS 910, ET SEQ.

THE CITY OF INDIAN WELLS DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

WHEREAS, the City of Indian Wells is a member of the California Joint Powers Insurance Authority (California JPIA), and pursuant to Government Code sections 990.4, et seq. and 6500 et seq., pools its self-insured liability claims and losses with other California JPIA members under a Memorandum of Coverage; and

WHEREAS the Joint Powers Agreement creating the California JPIA authorizes it to exercise powers common to members and appropriate to defend and indemnify members from liability claims under the Memorandum of Coverage,

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

SECTION 1. The City of Indian Wells delegates to California JPIA authority to act on its behalf pursuant to Government Code sections 910, et seq. to accept, reject, return as insufficient, or return as untimely any claims against it, and to provide any notices authorized under those statutes on behalf of [Agency].

SECTION 2. This Resolution shall become effective immediately upon its adoption.

SECTION 3. The City of Indian Wells Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, this 19th day of October 2023.

**DONNA GRIFFITH
MAYOR**

CERTIFICATION FOR RESOLUTION NO. 2023-__

I, Angelica Avila, 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 the 19th day of October 2023, by the following vote:

AYES:

NOES:

ATTEST:

APPROVED AS TO FORM:

ANGELICA AVILA
CITY CLERK

TODD LEISHMAN
CITY ATTORNEY



INDIAN WELLS CITY COUNCIL

October 19, 2023

To: City Council
From: Finance Department
Prepared by: Ruby D. Walla, Assistant Finance Director
Subject: **City Treasurer's Report for August 2023**

RECOMMENDED ACTIONS:

Council **RECEIVES** and **FILES** the City Treasurer's Report for August 2023.

DISCUSSION:

Attached are the monthly cash balance and investment reports for August 2023. Investments reflected in this report are "Marked-to-Market," meaning the market value of the City's investments is updated monthly. This method provides a clear depiction of the City's portfolio's value subject to the investment market's performance. As a result, the City of Indian Wells maintains prudent fiscal reserves and minimizes un-invested cash.

Cash and Investments

As of August 31, 2023:

- The City's cash and investments totaled \$69,130,208.45
- The City's portfolio earned a 2.100% rate of return.

Treasurer's Certification

- Compliance - The City Treasurer certifies that the City's cash and investments presented in this Report comply with the City's investment policy and with the legal requirements of the State of California Government Code section 53600.
- Liquidity - The City Treasurer certifies that the City's portfolio is sufficient to meet its financial obligations for the next six months. The investment portfolio will remain sufficiently liquid to meet all operating requirements, which might be reasonably anticipated. This is accomplished by striving to have securities mature while cash is needed to meet anticipated demands (static liquidity). Additionally, since all possible cash demands cannot be anticipated, the portfolio consists mainly of securities with active secondary or resale markets (dynamic liquidity).

Fiscal Prudence

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Background

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

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. It is the policy of the City of Indian Wells to invest public funds in a manner that will provide maximum security with the highest investment return while meeting the daily cash flow demands of the City. Therefore, the investments purchased by the City are consistent with the City's investment policy and are allowable under the current legislation of the State of California.

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 the order of priority are (1) safety, (2) liquidity, and (3) yield.

ATTACHMENTS:

1. City Treasurer's Report

<u>UNRESTRICTED FUNDS</u>	<u>August 2023</u>	<u>August 2022</u>
GENERAL FUND		
101 - GENERAL	\$ 14,451,548.40	\$ 9,384,128.48
TOTAL GENERAL FUND	14,451,548.40	9,384,128.48
 <u>RESTRICTED FUNDS</u>		
SPECIAL REVENUE FUNDS		
202 - TRAFFIC SAFETY	10,114.21	3,696.07
203 - PUBLIC SAFETY 1/2 CENT SALES TAX	12,044.31	9,936.94
204 - MEASURE "A"	41,750.44	47,695.83
209 - F.A.M.D. #1	1,630,876.19	2,141,688.66
210 - SCAQMD (VEHICLE REG.)	17,209.26	12,823.02
211 - AB 3229 COPS FUNDING	11,405.10	6,191.85
214 - GAS TAX 2103 MAINTENANCE	12,531.95	6,038.87
215 - GAS TAX 2105 MAINTENANCE	7,009.43	4,430.96
216 - GAS TAX 2106 CONSTRUCT/MAINT	5,645.12	3,598.04
217 - GAS TAX 2107 MAINTENANCE	9,731.61	6,074.72
218 - GAS TAX 2107.5 ENG./ADMIN	1,000.00	1,000.00
219 - GAS TAX RMRA	126,246.20	20,754.20
228 - EMERG. UPGRADE SERVICES	5,331,372.26	3,455,808.60
247 - AB 939 RECYCLING FUND	291,089.24	410,061.78
248 - SOLID WASTE	165,506.15	235,653.25
251 - STREET LIGHTING DISTRICT 2000-1	16,676.66	14,731.09
253- INDIAN WELLS VILLAS OPERATIONS	165,945.46	1,330,554.81
254- MOUNTAIN VIEW VILLAS OPERATIONS	234,539.60	2,075,291.54
256- HOUSING AUTHORITY	2,863,916.62	12,548,017.60
271 - ELDORADO DRIVE LLM D	63,840.09	65,892.15
272 - MONTECITO/STARDUST LLM D	7,517.14	7,346.38
273 - CASA DORADO LLM D	773.88	955.65
274 - THE COVE LLM D	7,309.29	1,090.32
275 - SH 111/IWGR (ENTRANCE) LLM D	109,106.09	66,901.78
276 - CLUB/IW LANE LLM D	24,236.63	15,874.13
277 - COLONY LLM D	86,499.82	86,270.65
278 - COLONY COV ESTATES LLM D	50,865.68	54,897.51
279 - DESERT HORIZONS LLM D	12,756.87	11,946.47
280 - MOUNTAIN GATE LLM D	99,489.40	101,019.44
281 - MOUNTAIN GATE ESTATES LLM D	45,172.57	51,328.11
282 - VILLAGIO LLM D	235,247.38	252,557.94
283 - VAIDYA LLM D	35,160.49	36,258.61
284 - CLUB, SOUTH OF 111 LLM D	31,665.55	30,297.73
285 - MONTELENA LLM D	80,620.57	83,591.86
286 - SUNDANCE LLM D	0.00	1,563.00
287 - PROVINCE LLM D	82,667.08	79,063.73
288 - PROVINCE DBAD	563,482.33	560,211.43
TOTAL SPECIAL REVENUE FUNDS	12,491,020.67	23,841,114.72
 CAPITAL PROJECT FUNDS		
310 - PARK FACILITIES FEES	25,121.00	0.00
311 - TRANSPORTATION FACILITIES FEES	15,664.00	0.00
313 - RECREATION FACILITIES FEES	31,376.00	0.00
314 - PARK-IN-LIEU FEES	11,002.00	20,064.00
315 - CITYWIDE PUBLIC IMPROVEMENT FEE	5,038.00	259,182.00
316 - CAPITAL IMPROVEMENT	8,997,288.99	8,179,013.73
319 - ART IN PUBLIC PLACES	622,947.13	333,742.91
321 - HIGHWAY 111 CIRCULATION IMP FEE	37,152.70	26,483.70
TOTAL CAPITAL PROJECT FUNDS	9,745,589.82	8,818,486.34

RESTRICTED FUNDS (Cont.)

	<u>August 2023</u>	<u>August 2022</u>
REPLACEMENT FUNDS		
326 - BUILDINGS CAPITAL RESERVE	1,990,616.80	1,670,511.80
327 - BRIDGES CAPITAL RESERVE	1,790,016.00	1,717,718.00
328 - MEDIANS & PARKWAYS CAPITAL RESERVE	1,424,895.07	1,367,251.07
329 - STORM DRAINS CAPITAL RESERVE	719,746.00	690,432.00
330 - TRAFFIC SIGNALS CAPITAL RESERVE	590,920.00	567,375.00
331 - TECHNOLOGY CAPITAL RESERVE	539,633.00	518,147.00
332 - CITY STREETS CAPITAL RESERVE	17,170,499.00	18,840,062.00
333 - CITY VEHICLES CAPITAL RESERVE	123,655.00	118,879.00
334 - NAMING RIGHTS CAPITAL RESERVE	0.00	0.00
350 - DISASTER RECOVERY RESERVE	291,850.00	142,129.00
TOTAL REPLACEMENT FUNDS	<u>24,641,830.87</u>	<u>25,632,504.87</u>
SUCCESSOR AGENCY FUNDS		
453 - DEBT SERVICE	608,220.10	1,607,531.56
456 - RDA OBLIGATION RETIREMENT	2,165,923.00	0.00
460 - INDIAN WELLS FINANCING AUTHORITY	273.98	0.00
TOTAL SUCCESSOR AGENCY FUNDS	<u>2,774,417.08</u>	<u>1,607,531.56</u>
ENTERPRISE FUNDS		
560 - INDIAN WELLS GOLF RESORT	1,500,000.00	1,269,688.01
TOTAL ENTERPRISE FUNDS	<u>1,500,000.00</u>	<u>1,269,688.01</u>
INTERNAL SERVICE FUNDS		
601 - OPEB BENEFIT FUND	2,173,642.95	972,872.49
TOTAL INTERNAL SERVICE FUNDS	<u>2,173,642.95</u>	<u>972,872.49</u>
RESERVE FUNDS		
602 - COMPENSATED ABSENCES	624,787.00	581,403.00
TOTAL RESERVE FUNDS	<u>624,787.00</u>	<u>581,403.00</u>
TRUST & AGENCY FUNDS		
732 - SPECIAL DEPOSITS	727,371.66	848,541.21
TOTAL TRUST & AGENCY FUNDS	<u>727,371.66</u>	<u>848,541.21</u>
TOTAL ALL FUNDS	<u>69,130,208.45</u>	<u>72,956,270.68</u>
FISCAL AGENTS		
253 - INDIAN WELLS VILLAS	256,207.50	540,713.94
254 - MOUNTAIN VIEW VILLAS	287,417.52	1,196,195.02
453 - US BANK TRUSTEE - SUCCESSOR AGENCY DEBT SERVICE	4,613,695.33	11.44
460 - US BANK - INDIAN WELLS FINANCE AUTHORITY	8,999,019.64	12,094,086.06
560 - INDIAN WELLS GOLF RESORT	723,586.84	165,242.12
601 - PARS SECTION 115 TRUST - PENSION	884,631.61	822,918.67
601 - PARS SECTION 115 TRUST - OPEB	214,711.20	199,678.19
TOTAL FISCAL AGENTS	<u>15,979,269.64</u>	<u>15,018,845.44</u>
TOTAL ALL FUNDS & FISCAL AGENTS	<u>\$ 85,109,478.09</u>	<u>\$ 87,975,116.12</u>
UNRESTRICTED FUNDS	14,451,548.40	9,384,128.48
RESTRICTED FUNDS	<u>70,657,929.69</u>	<u>78,590,987.64</u>
	<u>\$ 85,109,478.09</u>	<u>\$ 87,975,116.12</u>

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

MONTH: August 31, 2023

Investment #	Investment Type	Investment Description	Book Value
Bank Checking & Sweep			
1		Pacific Western Bank - Sweep ***1117	990,733.62
2		Pacific Western Bank - Accts Payable **43411	0.00
3		Pacific Western Bank - Payroll **11752	0.00
6		Pacific Western Bank - Ambulance **.****7937	0.00
7		Pacific Western Bank - Public Funds MMA **.****5064	15,344.23
4		Union Bank of CA - Sweep Investment ****0121	0.00
8		US Bank Money Market - Investment	0.00
9		US Bank Money Market - 4590	3,468,242.96
10		US Bank Money Market - 4591	19,070.10
19		Petty Cash	2,000.00
			4,495,390.91
Managed Pool Accounts			
21		Local Agency Investment Fund - City 98-33-385	3,133,740.21
			3,133,740.21
Certificates of Deposit			
480		Certificate of Deposit-Discover Bank 254673JUL8	250,000.00
484		Certificate of Deposit-Comenity Capital Bank 20033AM86	250,000.00
483		Certificate of Deposit-USB Bank USA 90348JFF2	250,000.00
498		Certificate of Deposit-RIA Federal Credit Union 749622AL0	249,000.00
499		Certificate of Deposit-Capital One Bank 14042TAY3	247,000.00
501		Certificate of Deposit-BankWest 06652CHA2	249,000.00
512		Certificate of Deposit-BMW Bank North America 05580AVX9	250,000.00
513		Certificate of Deposit-Livco National Bank 654062J22	250,000.00
514		Certificate of Deposit-Livco Bank 538036LD4	250,000.00
515		Certificate of Deposit-Alma Bank 020080BK4	250,000.00
516		Certificate of Deposit-State Bank of India 856285TF8	248,000.00
517		Certificate of Deposit-First Natl Bank of McGeor TX 32112UDR9	249,000.00
518		Certificate of Deposit-Centerstate Bank 15201ODE4	248,000.00
519		Certificate of Deposit-Northwest Bank 66736ABV0	249,000.00
520		Certificate of Deposit-Encore Bank 29260MBE4	249,000.00
521		Certificate of Deposit-First Freedom Bank 32027BAM9	249,000.00
522		Certificate of Deposit-Pacific Western Bank 69506YRL5	248,000.00
525		Certificate of Deposit-Bank of Baroda 06063HMS9	249,000.00
548		Certificate of Deposit-Toyota Financial Sos Bank 89235MKY6	250,000.00
550		Certificate of Deposit-Greenstate Credit Union 39573LBL1	249,000.00
557		Certificate of Deposit-Pentaon Federal Credit Union 709621AS1	250,000.00
558		Certificate of Deposit-Helnet Bank, Inc 64034KAG6	250,000.00
561		Certificate of Deposit-Beal Bank 07371AYE7	250,000.00
562		Certificate of Deposit-Beal Bank USA 07371CE88	250,000.00
574		Certificate of Deposit-Austin Telco Fed Credit Union 052392BT3	250,000.00
573		Certificate of Deposit-Capital One NA 14042RUJ8	250,000.00
575		Certificate of Deposit-Synchrony Bank 87164XR65	250,000.00
579		Certificate of Deposit-Pacific Western Bank	250,000.00
580		Certificate of Deposit-Pacific Western Bank	250,000.00
581		Certificate of Deposit-Pacific Western Bank	250,000.00
585		Certificate of Deposit-Liberty First Credit Union 530520AK1	249,000.00
586		Certificate of Deposit-First Guaranty Bank Hammond LA	249,000.00
587		Certificate of Deposit-Medallion Bank Utah 58404DSW2	249,000.00
588		Certificate of Deposit-Pitney Bowes Bank 724468AG8	244,000.00
589		Certificate of Deposit-Bank Five Nine 062119CD2	249,000.00
590		Certificate of Deposit-First Foundation Bank 32025UWS1	244,000.00
591		Certificate of Deposit-Summit National Bank 86616RAG0	249,000.00
592		Certificate of Deposit-First National Bank of America 32110YD93	249,000.00
			9,465,000.00
Medium Term Corporate Notes			
524		Bank of New York Mellon Corp 06406RAN7	1,006,273.14
526		Montebello CA Pens Oblia AA 612285AE6	1,028,633.75
533		JP Morgan Chase Bank NA 46632FRU1	2,000,000.00
538		JP Morgan Chase 48128G2O2	1,000,000.00
549		Bank of America MTN 06048WM31	1,000,000.00
556		Bank of America MTN 06048WM72	1,000,000.00
576		John Deere Capital Corp 24422EWR6	1,024,032.34
			8,058,939.23
Federal Agency Issues			
527		Fed. Nat'l Mortgage Assoc. 3136G4C43	2,000,000.00
529		Fed. Farm Credit Bank 3133ELZ80	2,000,000.00
530		Fed. Home Loan Mtg Corp 3134GWCG9	1,000,350.29
532		Fed. Nat'l Mortgage Assoc 3135GAZ23	2,000,000.00
534		Fed. Farm Credit Bank 3130AL351	1,000,000.00
535		Fed. Farm Credit Bank 3130AL6G4	1,000,000.00
536		Fed. Farm Credit Bank 3130AL6J8	2,000,000.00
539		Fed. Farm Credit Bank 3130ALDN1	2,000,000.00
541		Fed. Farm Credit Bank 3130ALH20	1,000,000.00
542		Fed. Farm Credit Bank 3130ALJ62	1,000,000.00
544		Fed. Farm Credit Bank 3130ALMM3	2,000,000.00
546		Fed. Farm Credit Bank 3130ALW67	1,000,000.00
551		Fed. Farm Credit Bank 3130AMW57	2,000,000.00
552		Fed. Farm Credit Bank 3133EMH21	2,000,000.00
553		Fed. Farm Credit Bank 3133EML67	2,000,000.00
554		Fed. Farm Credit Bank 3133EMN99	2,000,000.00
555		Fed. Farm Credit Bank 3133EMW73	3,000,000.00
559		Fed. Home Loan Bank 3130AOWF6	1,000,000.00
560		Fed. Home Loan Bank 3130AOWJ8	1,000,000.00
563		Fed. Home Loan Bank 3130AQZ55	1,000,000.00
565		Fed. Home Loan Bank 3130ARCV1	2,000,000.00
564		Fed. Home Loan Mtg Corp 3134GXMX9	1,000,000.00
566		Fed. Home Loan Bank 3130ARGE5	1,000,000.00
567		Fed. Home Loan Mtg Corp 3134GXQP2	1,000,000.00
568		Fed. Home Loan Bank 3130AS320	1,700,000.00
569		Fed. Home Loan Bank 3134GXUM4	1,000,000.00
571		Fed. Home Loan Bank 3130ASS67	1,000,000.00
572		Fed. Home Loan Bank 3130ASS91	1,000,000.00
582		Fed. Farm Credit Bank 3133EPPC3	2,000,000.00
			43,700,350.29
Municipal Bonds			
537		Dixon CA Unified School District 255651KY6	501,235.84
531		Natomas CA School District 63877NMM6	300,000.00
			801,235.84
Treasury Discounts-Amortizing			
577		United States Treasury Bill 912797FX8	2,968,384.64
583		United States Treasury Bill 912797FC6	992,622.14
584		United States Treasury Bill 912797FV4	984,688.51
			4,945,695.29
Total Pooled Cash and Investments			\$ 74,600,351.77
Fair Value Increase (over cost)			(5,026,559.89)
Outstanding Items			
		Outstanding Warrants/Wire Transfers	(662,633.85)
		Outstanding Payroll Warrants/Wire Transfers	0.00
		Deposit in Transit	(44.15)
		Outstanding Outgoing ACH Payments	107,681.84
		Credit Card in Transit	7,015.08
		Payroll in Transit	104,397.65
			(443,583.43)
Total Outstanding Items			
			(443,583.43)
Reconciled Bank Balance			\$ 69,130,208.45
General Ledger Balance			\$ 69,130,208.45
			0.00



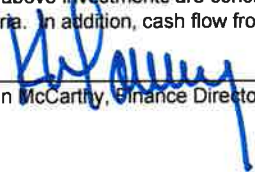
The City of Indian Wells
Portfolio Management
Portfolio Summary
August 31, 2023

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	750,000.00	750,000.00	750,000.00	1.01	254	168	5.323	5.397
Managed Pool Accounts - LAIF	3,133,740.21	3,133,740.21	3,133,740.21	4.20	1	1	3.387	3.434
Money Market Sweep/Checking Account	4,495,390.91	4,495,390.91	4,495,390.91	6.03	1	1	4.083	4.139
Negotiable CD's	8,715,000.00	8,258,673.47	8,715,000.00	11.68	1,798	946	2.060	2.088
Medium Term Corporate Notes	8,000,000.00	7,274,230.00	8,058,939.23	10.80	1,803	946	1.341	1.360
Federal Agency Issues - Callables	43,700,000.00	40,413,211.00	43,700,350.29	58.58	1,590	845	1.530	1.551
Miscellaneous Securities - Coupon	800,000.00	756,022.00	801,235.84	1.07	1,449	472	0.653	0.662
Treasury Discounts -Amortizing	5,000,000.00	4,942,170.00	4,945,695.29	6.63	160	79	5.146	5.218
Investments	74,594,131.12	70,023,437.59	74,600,351.77	100.00%	1,365	720	2.072	2.100

Total Earnings	August 31 Month Ending
Current Year	138,221.55
Average Daily Balance	76,863,336.57
Effective Rate of Return	2.12%

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


 Kevin McCarthy, Finance Director

The City of Indian Wells
 Portfolio Management
 Portfolio Details - Investments
 August 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 360	Days to Maturity	Maturity Date
Bank Certificates of Deposit												
SYS579	579	Pacific Western Bank		06/07/2023	250,000.00	250,000.00	250,000.00	5.350		5.350	128	01/07/2024
SYS580	580	Pacific Western Bank		06/07/2023	250,000.00	250,000.00	250,000.00	5.250		5.250	67	11/07/2023
SYS581	581	Pacific Western Bank		06/07/2023	250,000.00	250,000.00	250,000.00	5.370		5.370	310	07/07/2024
Subtotal and Average			750,000.00		750,000.00	750,000.00	750,000.00			5.323	168	
Managed Pool Accounts - LAIF												
SYS21	21	LAIF - City			3,133,740.21	3,133,740.21	3,133,740.21	3.434		3.387		1
SYS23	23	LAIF - Redevelopment			0.00	0.00	0.00	0.233		0.230		1
Subtotal and Average			5,562,772.47		3,133,740.21	3,133,740.21	3,133,740.21			3.387		1
Money Market Sweep/Checking Account												
SYS1	1	Pacific Western Bank			990,733.62	990,733.62	990,733.62	0.250		0.247		1
SYS6	6	Pacific Western Bank-Ambulance		07/01/2022	0.00	0.00	0.00			0.000		1
SYS7	7	Pacific Western-PublicFundsMMA			15,344.23	15,344.23	15,344.23	3.450		3.403		1
SYS8	8	US Bank Money Market		07/01/2022	0.00	0.00	0.00			0.000		1
SYS10	10	US Bank Money Market-4591		08/30/2022	19,070.10	19,070.10	19,070.10	5.220		5.148		1
SYS9	9	US Bank Money Market-4590		08/30/2022	3,468,242.96	3,468,242.96	3,468,242.96	5.250		5.178		1
SYS2	2	Pacific Western - Acct Payable		07/01/2022	0.00	0.00	0.00			0.000		1
SYS3	3	Pacific Western-Payroll		07/01/2022	0.00	0.00	0.00			0.000		1
SYS4	4	Union Bank-Checking			0.00	0.00	0.00	0.200		0.197		1
SYS19	19	Petty Cash		07/01/2022	2,000.00	2,000.00	2,000.00			0.000		1
SYS5	5	WestAmerica Bank		07/01/2022	0.00	0.00	0.00			0.000		1
Subtotal and Average			3,311,466.17		4,495,390.91	4,495,390.91	4,495,390.91			4.083		1
Negotiable CD's												
020080BX4	515	Alma Bank		03/31/2020	250,000.00	234,512.50	250,000.00	1.400		1.380	574	03/28/2025
052392BT3	574	Austin Telco Fed Credit Union		09/21/2022	250,000.00	237,435.00	250,000.00	3.800		3.748	1,481	09/21/2027
06063HMS9	525	Bank of Baroda		07/22/2020	249,000.00	227,782.71	249,000.00	0.700		0.690	690	07/22/2025
062119CD2	589	Bank Five Nine		07/31/2023	249,000.00	240,817.86	249,000.00	4.500		4.438	1,792	07/28/2028
06652CHA2	501	BankWest Inc.		07/26/2019	249,000.00	241,213.77	249,000.00	2.000		1.973	329	07/26/2024
07371AYE7	561	Beal Bank - Plano TX		02/23/2022	250,000.00	223,572.50	250,000.00	1.900		1.874	1,265	02/17/2027
07371CE88	562	Beal Bank USA		02/23/2022	250,000.00	223,572.50	250,000.00	1.900		1.874	1,265	02/17/2027
05580AVX9	512	BMW BANK NORTH AMERICA		03/31/2020	250,000.00	235,142.50	250,000.00	1.550		1.529	577	03/31/2025
14042TAY3	499	Capital One Bank USA NA		07/18/2019	247,000.00	240,671.86	247,000.00	2.300		0.000	299	06/26/2024
14042RUJ8	573	Capital One NA		09/21/2022	250,000.00	238,452.50	250,000.00	3.900		0.000	1,481	09/21/2027
15201QDE4	518	Centerstate Bank NA		04/30/2020	248,000.00	231,386.48	248,000.00	1.250		1.233	607	04/30/2025
20033AM86	484	Comenity Capital Bank		10/30/2018	250,000.00	249,290.00	250,000.00	3.450		3.403	59	10/30/2023
254673UL8	480	Discover Bank		10/03/2018	250,000.00	249,562.50	250,000.00	3.300		3.255	32	10/03/2023

Portfolio CITY
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The City of Indian Wells
 Portfolio Management
 Portfolio Details - Investments
 August 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 360	Days to Maturity	Maturity Date
Negotiable CD's												
29260MBE4	520	ENCORE BANK		04/30/2020	249,000.00	241,973.22	249,000.00	1.150		1.135	242	04/30/2024
32027BAM9	521	First Freedom Bank		04/30/2020	249,000.00	241,891.05	249,000.00	1.100		1.086	242	04/30/2024
320437AD8	586	First Guaranty Bank Hammond LA		08/11/2023	249,000.00	240,773.04	249,000.00	4.500		4.438	1,799	08/04/2028
32110YD93	592	First National Bank of America		08/16/2023	249,000.00	246,736.59	249,000.00	4.450		4.394	1,810	08/15/2028
32026UW51	590	First Foundation Bank		08/16/2023	244,000.00	235,433.16	244,000.00	4.450		0.000	1,804	08/09/2028
32112UDR9	517	First Natl Bank of McGregor TX		04/28/2020	249,000.00	232,588.41	249,000.00	1.350		1.332	605	04/28/2025
39573LBL1	550	Greenstate Credit Union		06/16/2021	250,000.00	221,080.00	250,000.00	0.900		0.888	1,019	06/16/2026
530520AK1	585	Liberty First Credit Union		08/11/2023	249,000.00	245,055.84	249,000.00	4.700		4.641	1,802	08/07/2028
538036LD4	514	Live Oak Banking Company		03/31/2020	250,000.00	234,390.00	250,000.00	1.400		1.382	577	03/31/2025
58404DSW2	587	Medallion Bank Utah		07/31/2023	249,000.00	239,724.75	249,000.00	4.400		4.406	1,795	07/31/2028
64034KAG6	558	Netnet Bank, Inc.		02/02/2022	250,000.00	220,782.50	250,000.00	1.500		1.479	1,250	02/02/2027
654062JZ2	513	Nicolet National Bank		03/31/2020	250,000.00	234,417.50	250,000.00	1.400		1.382	577	03/31/2025
66736ABV0	519	Northwest Bank		04/30/2020	249,000.00	231,945.99	249,000.00	1.200		1.184	607	04/30/2025
69506YRL5	522	Pacific Western Bank CA CD		04/30/2020	248,000.00	231,386.48	248,000.00	1.250		1.233	607	04/30/2025
70962LAS1	557	Pentagon Federal Credit Union		09/29/2021	249,000.00	217,750.50	249,000.00	0.900		0.888	1,124	09/29/2026
724468AG8	588	Pitney Bowes Bank Inc.		07/31/2023	244,000.00	234,972.00	244,000.00	4.400		0.000	1,795	07/31/2028
749622AL0	498	RIA Federal Credit Union		06/24/2019	249,000.00	246,724.14	249,000.00	2.500		2.468	116	12/26/2023
856285TF8	516	State Bank of India NY, NY CD		04/29/2020	248,000.00	232,772.80	248,000.00	1.600		1.578	606	04/29/2025
86616RAG0	591	Summit National Bank		08/16/2023	249,000.00	243,940.32	249,000.00	4.500		4.443	1,805	08/10/2028
87164XR65	575	Synchrony Bank		09/23/2022	250,000.00	238,885.00	250,000.00	3.950		3.896	1,483	09/23/2027
89235MKY6	548	Toyota Financial Sgs Bk		04/22/2021	250,000.00	222,692.50	250,000.00	0.900		0.888	964	04/22/2026
90348JFF2	483	UBS Bank USA		10/30/2018	250,000.00	249,345.00	250,000.00	3.500		3.454	56	10/27/2023
Subtotal and Average			8,195,322.58		8,715,000.00	8,258,673.47	8,715,000.00			2.060	946	
Medium Term Corporate Notes												
06048WM31	549	Bank of America MTN A		05/28/2021	1,000,000.00	890,350.00	1,000,000.00	1.250		1.233	1,000	05/28/2026
06048WM72	556	Bank of America MTN A		07/30/2021	1,000,000.00	869,990.00	1,000,000.00	1.200		1.184	1,063	07/30/2026
06406RAN7	524	Bank of New York Mellon Corp		05/14/2020	1,000,000.00	939,580.00	1,006,273.14	1.600		1.190	601	04/24/2025
24422EWR6	576	John Deere Capital Corp		05/18/2023	1,000,000.00	995,540.00	1,024,032.34	4.750		4.083	1,602	01/20/2028
48128G2Q2	538	JPMorgan Chase & Co		02/26/2021	1,000,000.00	880,990.00	1,000,000.00	0.800		0.789	909	02/26/2026
46632FRU1	533	JP Morgan Chase Bank NA		01/22/2021	2,000,000.00	1,749,640.00	2,000,000.00	0.700		0.690	874	01/22/2026
612285AE6	526	Montebello CA Pens Oblig AA		07/17/2020	1,000,000.00	948,140.00	1,028,633.75	2.503		0.819	639	06/01/2025
Subtotal and Average			8,059,939.02		8,000,000.00	7,274,230.00	8,058,939.23			1.341	946	
Federal Agency Issues - Callables												
3133ELZ80	529	Fed. Farm Credit Bank		07/29/2020	2,000,000.00	1,834,260.00	2,000,000.00	0.580		0.572	697	07/29/2025
3133EMH21	552	Fed. Farm Credit Bank		06/17/2021	2,000,000.00	1,794,560.00	2,000,000.00	0.900		0.888	1,018	06/15/2026
3133EML67	553	Fed. Farm Credit Bank		06/22/2021	2,000,000.00	1,788,460.00	2,000,000.00	0.800		0.789	1,025	06/22/2026

The City of Indian Wells
 Portfolio Management
 Portfolio Details - Investments
 August 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 360	Days to Maturity	Maturity Date
Federal Agency Issues - Callables												
3133EMN99	554	Fed. Farm Credit Bank		06/30/2021	2,000,000.00	1,845,500.00	2,000,000.00	0.740		0.730	668	06/30/2025
3133EMW73	555	Fed. Farm Credit Bank		07/28/2021	3,000,000.00	2,677,800.00	3,000,000.00	0.870		0.858	1,061	07/28/2026
3133EPPC3	582	Fed. Farm Credit Bank		07/03/2023	2,000,000.00	1,998,600.00	2,000,000.00	5.375		5.301	306	07/03/2024
3130AL3S1	534	Fed. Home Loan Bank		02/17/2021	1,000,000.00	900,290.00	1,000,000.00	0.625		0.616	900	02/17/2026
3130AL6G4	535	Fed. Home Loan Bank		02/25/2021	1,000,000.00	899,010.00	1,000,000.00	0.600		0.592	908	02/25/2026
3130AL6J8	536	Fed. Home Loan Bank		02/24/2021	2,000,000.00	1,799,340.00	2,000,000.00	0.625		0.616	907	02/24/2026
3130ALDN1	539	Fed. Home Loan Bank		03/16/2021	2,000,000.00	1,804,360.00	2,000,000.00	0.800		0.789	927	03/16/2026
3130ALHZ0	541	Fed. Home Loan Bank		03/18/2021	1,000,000.00	920,220.00	1,000,000.00	0.530		0.523	656	06/18/2025
3130ALJ62	542	Fed. Home Loan Bank		03/24/2021	1,000,000.00	903,340.00	1,000,000.00	0.875		0.863	935	03/24/2026
3130ALMM3	544	Fed. Home Loan Bank		03/30/2021	2,000,000.00	1,811,640.00	2,000,000.00	1.000		0.986	941	03/30/2026
3130ALW67	546	Fed. Home Loan Bank		04/22/2021	1,000,000.00	906,370.00	1,000,000.00	1.100		1.085	964	04/22/2026
3130AMW57	551	Fed. Home Loan Bank		06/30/2021	2,000,000.00	1,808,740.00	2,000,000.00	0.750		0.700	1,033	06/30/2026
3130AQWF6	559	Fed. Home Loan Bank		02/25/2022	1,000,000.00	915,100.00	1,000,000.00	2.150		2.121	1,273	02/25/2027
3130AQWJ8	560	Fed. Home Loan Bank		02/24/2022	1,000,000.00	910,320.00	1,000,000.00	2.050		2.022	1,272	02/24/2027
3130AQZ55	563	Fed. Home Loan Bank		03/10/2022	1,000,000.00	923,620.00	1,000,000.00	2.500		2.466	1,286	03/10/2027
3130ARCV1	565	Fed. Home Loan Bank		03/28/2022	2,000,000.00	1,964,400.00	2,000,000.00	2.250		1.846	209	03/28/2024
3130ARGE5	566	Fed. Home Loan Bank		04/21/2022	1,000,000.00	939,730.00	1,000,000.00	3.000		2.959	1,328	04/21/2027
3130AS3Z0	568	Fed. Home Loan Bank		05/26/2022	1,700,000.00	1,655,171.00	1,700,000.00	3.000		2.959	452	11/26/2024
3130ASS67	571	Fed. Home Loan Bank		08/16/2022	1,000,000.00	972,790.00	1,000,000.00	4.500		4.438	1,445	08/16/2027
3130ASS91	572	Fed. Home Loan Bank		08/10/2022	1,000,000.00	962,320.00	1,000,000.00	4.000		3.945	1,439	08/10/2027
3134GWCG9	530	Fed. Home Loan Mtg Corp		07/30/2020	1,000,000.00	927,390.00	1,000,350.29	0.650		0.621	607	04/30/2025
3134GXMX9	564	Fed. Home Loan Mtg Corp		03/25/2022	1,000,000.00	953,360.00	1,000,000.00	2.200		2.170	571	03/25/2025
3134GXQP2	567	Fed. Home Loan Mtg Corp		04/28/2022	1,000,000.00	964,310.00	1,000,000.00	3.030		2.988	605	04/28/2025
3134GXUM4	569	Fed. Home Loan Mtg Corp		06/07/2022	1,000,000.00	981,330.00	1,000,000.00	3.050		3.008	280	06/07/2024
3136G4C43	527	Fed. Nat'l Mortgage Assoc		08/14/2020	2,000,000.00	1,834,540.00	2,000,000.00	0.650		0.641	713	08/14/2025
3135GA2Z3	532	Fed. Nat'l Mortgage Assoc		11/17/2020	2,000,000.00	1,816,340.00	2,000,000.00	0.560		0.552	808	11/17/2025
Subtotal and Average			43,700,358.52		43,700,000.00	40,413,211.00	43,700,350.29			1.530	845	
Miscellaneous Securities - Coupon												
255651KY6	537	Dixon CA Unified School Dist		02/18/2021	500,000.00	478,420.00	501,235.84	0.672		0.395	335	08/01/2024
63877NMM6	531	Natomas CA Sch Dist AA Insured		10/01/2020	300,000.00	277,602.00	300,000.00	1.100		1.085	700	08/01/2025
Subtotal and Average			801,288.39		800,000.00	756,022.00	801,235.84			0.653	472	
Treasury Discounts -Amortizing												
912797FK8	577	United States Treasury Bill		05/18/2023	3,000,000.00	2,966,580.00	2,968,384.64	4.995		5.196	76	11/16/2023
912797FC6	583	United States Treasury Bill		07/20/2023	1,000,000.00	991,910.00	992,622.14	4.856		4.989	55	10/26/2023
912797FV4	584	United States Treasury Bill		07/20/2023	1,000,000.00	983,680.00	984,688.51			5.153	111	12/21/2023
Subtotal and Average			6,482,189.43		5,000,000.00	4,942,170.00	4,945,695.29			5.146	79	

Portfolio CITY
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The City of Indian Wells
Portfolio Management
Portfolio Details - Investments
August 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 360	Days to Maturity
Total and Average			76,863,336.57		74,594,131.12	70,023,437.59	74,600,351.77			2.072	720

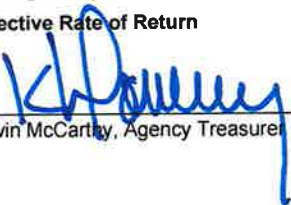


**2014, 2015, 2016, 2020 Series
Portfolio Management
Portfolio Summary
August 31, 2023**

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	4,613,697.11	4,613,697.11	4,613,697.11	100.00	1	1	0.000	0.000
Investments	4,613,697.11	4,613,697.11	4,613,697.11	100.00%	1	1	0.000	0.000

Total Earnings	August 31 Month Ending
Current Year	0.00
Average Daily Balance	151,271.94
Effective Rate of Return	0.00%


Kevin McCarthy, Agency Treasurer

**2014, 2015, 2016, 2020 Series
Portfolio Management
Portfolio Details - Investments
August 31, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 365	Days to Maturity	Maturity Date
Money Market Sweep/Checking Account												
SYS28	28	2014A Bonds Reserve		07/01/2022	0.00	0.00	0.00			0.000	1	
SYS26	26	All Bond Series Principal		07/01/2022	157.85	157.85	157.85			0.000	1	
SYS25	25	All Bond Series Interest		07/01/2022	0.08	0.08	0.08			0.000	1	
SYS27	27	All Bond Series Debt Svc		07/01/2022	4,613,539.18	4,613,539.18	4,613,539.18			0.000	1	
SYS24	1	Cost Of Issuance Escrow		07/01/2022	0.00	0.00	0.00			0.000	1	
		Subtotal and Average	151,271.94		4,613,697.11	4,613,697.11	4,613,697.11			0.000	1	
		Total and Average	151,271.94		4,613,697.11	4,613,697.11	4,613,697.11			0.000	1	



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

**2015 A Bonds
 Portfolio Management
 Portfolio Summary
 August 31, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Sweep/Checking Account	1.00	1.00	1.00	100.00	1	1	0.000	0.000
Investments	1.00	1.00	1.00	100.00%	1	1	0.000	0.000

Total Earnings	August 31 Month Ending
Current Year	0.00
Average Daily Balance	1.00
Effective Rate of Return	0.00%


 Kevin McCarthy, Agency Treasurer

**2015 A Bonds
Portfolio Management
Portfolio Details - Investments
August 31, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 365	Days to Maturity	Maturity Date
Money Market Sweep/Checking Account												
SYS27	27	2015 A Reserve		07/01/2022	1.00	1.00	1.00			0.000	1	
SYS22	22	UBC Cost Of Issuance Escrow		07/01/2022	0.00	0.00	0.00			0.000	1	
		Subtotal and Average	1.00		1.00	1.00	1.00			0.000	1	
		Total and Average	1.00		1.00	1.00	1.00			0.000	1	

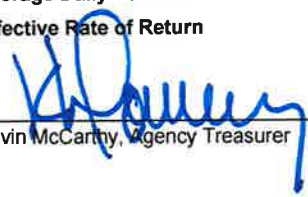


City of Indian Wells
 44-950 Eldorado Drive
 Indian Wells CA 92210
 (760)346-2489

**2016 A Bonds
 Portfolio Management
 Portfolio Summary
 August 31, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Sweep/Checking Account	1.00	1.00	1.00	100.00	1	1	0.000	0.000
Investments	1.00	1.00	1.00	100.00%	1	1	0.000	0.000

Total Earnings	August 31 Month Ending
Current Year	0.00
Average Daily Balance	1.00
Effective Rate of Return	0.00%


 Kevin McCarty, Agency Treasurer

**2016 A Bonds
Portfolio Management
Portfolio Details - Investments
August 31, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 365	Days to Maturity	Maturity Date
Money Market Sweep/Checking Account												
SYS28	1	UBC Cost Of Issuance Escrow		07/01/2022	0.00	0.00	0.00			0.000	1	
SYS33	2	Union Bank Reserve Account		07/01/2022	1.00	1.00	1.00			0.000	1	
		Subtotal and Average	1.00		1.00	1.00	1.00			0.000	1	
		Total and Average	1.00		1.00	1.00	1.00			0.000	1	



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

**2020 A Bonds
 Portfolio Management
 Portfolio Summary
 August 31, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Sweep/Checking Account	1.00	1.00	1.00	100.00	1	1	0.000	0.000
Investments	1.00	1.00	1.00	100.00%	1	1	0.000	0.000

Total Earnings	August 31 Month Ending
Current Year	0.00
Average Daily Balance	1.00
Effective Rate of Return	0.00%


 Kevin McCarthy, Agency Treasurer

**2020 A Bonds
Portfolio Management
Portfolio Details - Investments
August 31, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 365	Days to Maturity	Maturity Date
Money Market Sweep/Checking Account												
SYS1	1	2020 A Bonds COI		07/01/2022	0.00	0.00	0.00			0.000	1	
SYS2	2	2020 A Bonds Reserve		07/01/2022	1.00	1.00	1.00			0.000	1	
		Subtotal and Average	1.00		1.00	1.00	1.00			0.000	1	
		Total and Average	1.00		1.00	1.00	1.00			0.000	1	




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

**2022 Bonds
 Portfolio Management
 Portfolio Summary
 August 31, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Sweep/Checking Account	9,037,945.68	9,037,945.68	9,037,945.68	100.00	1	1	0.000	0.000
Investments	9,037,945.68	9,037,945.68	9,037,945.68	100.00%	1	1	0.000	0.000

Total Earnings	August 31 Month Ending
Current Year	0.00
Average Daily Balance	9,000,275.32
Effective Rate of Return	0.00%


 Kevin McCarthy, Agency Treasurer

**2022 Bonds
Portfolio Management
Portfolio Details - Investments
August 31, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 365	Days to Maturity	Maturity Date
Money Market Sweep/Checking Account												
SYS2	2	2022 Bonds COI		07/01/2022	0.00	0.00	0.00			0.000	1	
SYS4	4	2022 Bonds Interest		03/16/2023	590.45	590.45	590.45			0.000	1	
SYS1	1	2022 Bonds Project Fund		07/01/2022	9,036,479.24	9,036,479.24	9,036,479.24			0.000	1	
SYS5	5	2022 Bonds Redemption Fund		03/16/2023	873.90	873.90	873.90			0.000	1	
SYS3	3	2022 Bonds Payment Fund		09/21/2022	2.09	2.09	2.09			0.000	1	
Subtotal and Average			9,000,275.32		9,037,945.68	9,037,945.68	9,037,945.68			0.000	1	
Total and Average			9,000,275.32		9,037,945.68	9,037,945.68	9,037,945.68			0.000	1	

INDIAN WELLS CITY COUNCIL

October 19, 2023



To: City Council
From: Public Works Department
Prepared by: Ken Seumalo, Public Works Director
Subject: **Request for Supplemental Appropriation for Whitewater River Channel Cleanup Caused by Tropical Storm Hillary**

RECOMMENDED ACTIONS:

Council **AWARDS** contract to Lippert Construction for two separate phases for the August 20 storm cleanup caused by Tropical Storm Hillary; Fred Waring Drive using the City's General Fund reserves and the Whitewater River Channel using Golf Resort Funds; and

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

APPROVES supplemental appropriation in the amount of \$156,905 from the General Fund for the clearing of Fred Waring Drive, and \$582,200 from the Golf Resort Fund for the cleanup of the Whitewater River Drainage Channel beginning at Fred Waring Drive and extending 1.25 miles towards the Miles Avenue bridge; and

AUTHORIZES the City Manager, or designee, to transfer funds from general fund to the Public Works City Parkways Operations account.

DISCUSSION:

On August 20, 2023, the Coachella Valley experienced a significant rainstorm event, Tropical Storm Hiliary. The storm generated a high volume of water in the Whitewater River Channel that caused significant erosion and deposited excess debris in the channel and Fred Waring Drive. The amount of silt and debris deposited on Fred Waring required the road to be closed. Clearing the roadways and debris removal from other infrastructure locations began under the City's Fiscal Policies and Procedures Manual under section 6.E, Emergency Purchase.

The scope of work to clear up the debris from the storm was divided into two categories: Fred Waring Drive and the Whitewater River Channel. The work for both categories included mobilization of equipment, cleanup of the respective facilities, grading erosion damage in the channel, removal of silt and debris deposited in the channel between Fred Waring (including portions of the channel north of Fred Waring Drive) and the east drop

structure, and temporary repair of the east drop structure. The total distance of the channel clean-up extended approximately 1.25 miles from the Fred Waring bridge, southeast to the cart crossing between holes 16 and 17 of the Player's Course.

Staff are seeking funding from Caltrans for the repairs to Fred Waring Drive and seeking insurance and California Office of Emergency Services reimbursement for the work in the channel. In addition, multiple requests to declare the damage from Tropical Storm Hillary a national disaster is pending with the President Joe Biden. If declared, staff will seek funding from the United States Department of Federal Emergency Management Agency.

Staff reached out to Lippert Construction who proposed performing all the needed work on a time and materials basis. Staff reviewed the estimated cost at \$477,000 and found the estimate to be reasonable.

FISCAL IMPACT:

The cost for the Fred Waring Drive clean-up is \$156,905; requesting transfer from the General Fund and the cost for the Whitewater River Channel Cleanup is \$582,200 paid from the Golf Resort Fund. A supplemental appropriation is required, and staff is requesting the transfer of \$156,905 from the City's Disaster Recovery Reserves and \$582,200 from the Golf Resort Fund to the Public Works City Parkways Operations account to backfill unanticipated expenditures related to the Tropical Hilary Storm clean-up and repair.

INDIAN WELLS CITY COUNCIL

October 19, 2023



To: City Council
From: City Manager's Department
Prepared by: Christopher Freeland, City Manager
Subject: **Sponsorship of Dr. George Charity Car Show**

RECOMMENDED ACTIONS:

Council **AUTHORIZES** the City Manager to execute a three-year sponsorship agreement with the Palm Springs Crusin' Association to serve as Presenting Sponsor of the Dr. George's Charity Car Show from 2024-2027; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060.

BACKGROUND:

For over twenty years, the Palm Springs Crusin' Association volunteers have coordinated the Dr. George Charity Car Show held each February at the Indian Wells Tennis Garden. On the second Saturday in February, thousands of visitors come to Indian Wells to see approximately 1,100 cars on display, with all money raised donated to the Desert Cancer Center. The City of Indian Wells has supported the event for many years.

The Palm Springs Crusin' Association (PSCA) is a 30+ year organization of car enthusiasts who volunteer their time and vehicles to stage and promote charitable car events. The PSCA has 501(c)3 non-profit status with the Internal Revenue Service. In 2002, local oncologist Dr. Sebastian George was killed while helping a motorist. Many of Dr. George's patients were members of the PSCA. In 2002, the PSCA hosted its inaugural Dr. George Car Show to honor Dr. George's memory and raise funds for the Desert Cancer Foundation he helped co-found. The Dr. George Car Show provided over \$1.2 million in donations to the Desert Cancer Foundation.

Founded in 1994, Desert Cancer Foundation is a nonprofit organization dedicated to helping pay for cancer care for local valley residents needing financial assistance. They believe no one should forgo life-saving treatment due to inability to pay. Every dollar donated to Desert Care Foundation translates into \$10 in cancer care & treatment through strategic partnerships with the local healthcare community, including Desert Regional Comprehensive Cancer Center and Eisenhower Lucy Curci Cancer Center. For over 25

years, the Desert Cancer Foundation has worked closely with these partners to leverage over \$10.5 million in funds and provide more than \$106 million in cancer care & treatment in the Coachella Valley.

Additional information on PSCA and the Desert Cancer Foundation is attached.

DISCUSSION:

The sponsorship agreement between the City of Indian Wells and the Tennis Garden allows the City's free rental of the Tennis Garden for two events annually to be used by the City or a City-approved nonprofit. The City or nonprofit is responsible for any costs beyond the rental of the Tennis Garden (e.g., janitorial services, security, food and beverage, etc.). The Dr. George Chairty Car Show has utilized one of these city-free rentals.

Recently, City staff and representatives from PSCA and Desert Cancer Foundation met to discuss continuing the City's support of the Dr. George Charity Car Show. Over the past few years, the valuation of the rental of the Tennis Garden has significantly increased and is currently valued at approximately \$50,000. To recognize the City's ongoing support of the Dr. George Charity Car Show, PSCA is presenting a comprehensive sponsorship package with additional benefits for the City.

The deal points are as follows:

- The City Provides PSCA use of the Tennis Gardens under the nonprofit provision of the agreement between the City and Tennis Gardens for the 2024-2027 Dr. George Charity Car Show.
- PSCA agrees to the following:
 - Create a unique sole "Presenting Sponsor" sponsorship level for the City.
 - Prime positioning in all print advertising, event programs, flyers, and spectator cards. City's logo on event t-shirts and banners at the event.
 - Prominent recognition in all TV and Radio Spots.
 - Recognition throughout the day during public announcements at the Car Show.
 - Two pages of prominent advertising space in the event program to promote the City and the Indian Wells Golf Resort.
 - Tickets and parking for City representatives to attend the event.
 - Food truck space for the Indian Wells Golf Resort.
 - Creating a new Mayor's Trophy for the Car Show.
 - Recognition as a sponsor at the Sponsor's Recognition Dinner, where the funds collected are given to the Desert Cancer Foundation.
 - Table for ten to attend the Sponsor's Recognition Dinner.
 - Authorization for the City to use the event for our publicity and social media.

Staff recommends that the Council approve the deal points presented and authorize the City Manager to execute a three-year sponsorship review and discuss PSCA's sponsorship proposal.

FISCAL IMPACT:

There is no cost to the City for the sponsorship. In exchange for using the City's nonprofit provision of the agreement between the City and Tennis Gardens, PSCA will provide the City with extensive publicity and recognition as the Presenting Sponsor.

OPTIONS:

The Council can consider the following options on the proposed Sponsorship Agreement with PSCA.

1. Approve the proposed sponsorship agreement with PSCA as presented.
2. Amend or modify the proposed sponsorship agreement as presented.
3. Deny the proposed sponsorship agreement as presented.
4. Provide alternative direction to Staff.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the Lead Agency, determined that the ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a "project" as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

ATTACHMENTS:

1. Dr. George Charity Car Show Information



P.O. Box 14063, Palm Desert, CA 92255

www.palmspringscruisinassociation.com

The Dr. George Charity Car Show

The Palm Springs Cruisin' Association (PSCA) is a 30+ year old organization of car enthusiasts who volunteer their time and vehicles to stage and promote charitable car events. It is an all-volunteer organization with 501(c)3 status with the Internal Revenue Service. The signature event for this group is the Dr. George Charity Car Show held the second Saturday of February each year to honor the memory of Dr. Sebastian George and support the foundation he co-founded in 1994. After his death in 2002 while assisting another motorist, several members of PSCA, who had been patients of Dr. George, decided to hold a car show to raise funds to contribute to the Desert Cancer Foundation in his memory. Over the 20 years of shows, over \$1,200,000 has been contributed as a result of those efforts. With the multiplier effect the Foundation has negotiated with the regional medical centers, this equates to approximately \$12,000,000 of screening, diagnosis and treatment for cancer and allied diseases.

The Dr. George Charity Car Show is held on the grass at the Indian Wells Tennis Garden and has grown to its maximum of 1,100 vehicles on display. The entrants represent all classes of vehicles from customized bicycles to classics to lowriders to custom hot rods. The show is ringed with local vendors of food, merchandise, and services. Spectators are encouraged to donate funds in addition to their entry fee. Trophies are awarded to the choices of the sponsors. The goal is to have a beautiful day on the grass with an array of vehicles to suit everyone's taste. Funds are primarily raised through major sponsorships, entry fees, gate donations, vendor fees, spectator parking and raffles.

The Desert Cancer Foundation (DCF) was founded in 1994 by Dr. Sebastian George, a recognized leader in the field of oncology, and Art and Cory Teichner. They saw many local residents who needed financial help in order to receive proper care for their cancers. Many were uninsured, under-insured or simply lacking the funds to pay for deductibles, transportation or other costs associated with this debilitating disease. With the cooperation and support of the major cancer treatment facilities in the Coachella Valley, they were able to obtain over \$10's worth of care for every \$1 paid by the Foundation. This "leverage" has made all of the difference for patients that have staggering bills for their care or in many cases, would simply have forgone treatment. Through 2021, DCF has provided funding for the equivalent of over \$65 million in screening, diagnosis, and treatment for local residents. The Dr. George Charity Car Show has been a significant contributor to that total.

Dr. George Charity Car Show

Page 2

In 2023, PSCA raised a record \$105,000 for the DCF. In order to continue the growth of our contribution, we are looking to add attractions to bring more spectators (and donors) to the show. Currently, we have a “special guest” booth where key celebrities in the custom car, specialty parts manufacturing and car racing arenas can be interviewed and share their stories with our guests. We introduced a kids pedal car race in 2018 which has become a fan favorite. We are also looking at a professional judging program that would bring prominence to the top awards given at the show. Finally, we are exploring increasing sponsorships to provide resources to expand our media profile and draw more potential spectators/donors to the show.

Our goal is to remain true to the all-volunteer effort and to continue the Dr. George show’s reputation as a family friendly car show. We will encourage a wide variety of vehicles to join us in a warm and comfortable environment that provides a growing resource to the Desert Cancer Foundation.



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74091 Larrea Street
 Palm Desert, CA 92260

760.773.6554
 Fax 760.773.6532

www.desertcancerfoundation.org
 Tax Payer ID# 33-0648823

MISSION & HISTORY

Desert Cancer Foundation is a nonprofit organization dedicated to helping pay for cancer care for local valley residents in need of financial assistance.

Desert Cancer Foundation (DCF) was founded in 1994 by valley oncologist, Dr. Sebastian George, and Art & Cory Teichner, to pay for cancer treatment for valley residents who lacked medical insurance or sufficient funds to pay for vital medical care. Our vision is that no one should forgo life-saving treatment due to their inability to pay.

Patient Assistance Program & Who We Serve

DCF's Patient Assistance Program provides financial assistance for cancer screening, diagnosis, and treatment for residents of the Coachella Valley and surrounding communities who otherwise could not afford the cost of vital care. The program provides access to medical treatment for uninsured or underinsured individuals, by covering the cost of insurance premiums, deductibles, co-pays/co-insurance, and prescription medication, including chemo and radiation therapies.

With Desert Cancer Foundation, *every \$1 dollar raised translates to more than \$10 in cancer care*, thanks to strategic partnerships with our local healthcare community, including Desert Regional Comprehensive Cancer Center and Eisenhower Lucy Curci Cancer Center.

Impact

For over 25 years, DCF has met the demands of certain medical gaps in healthcare coverage; providing care to over 8,600 local residents and covering a total cost of \$10.5 million in cancer care & treatment; this is valued at approximately \$106 million.

On average, Desert Cancer Foundation provides for approximately 185 local valley residents, covering the cost of close to 3,000 services, per year. Through August 31, 2021, DCF has paid over \$228,500 for 1,448 cancer care services.

Community Support

A cancer diagnosis is that much more devastating for an individual who lacks funds to pay for treatment. Desert Cancer Foundation helps to alleviate the financial burden, so that the cancer patient can opt for treatment, focus on healing, and continue to provide for their family. Our work and mission are only possible with the support of our community. Together, we help the most marginalized individuals, in a time of their greatest need. Together, we give the gift of hope. **Thank you** for your continued support!

For more information, please visit: www.DesertCancerFoundation.org or call 760-773-6554.





INDIAN WELLS CITY COUNCIL

October 19, 2023

To: City Council
From: Finance Department
Prepared by: Kevin McCarthy, Finance Director
Subject: **Golf Resort Restaurant Lease & True Up Agreement & Option to Re-Imagine Vue Bar & Grill**

RECOMMENDED ACTIONS:

Council **AUTHORIZES** the City Manager to execute a Golf Course Restaurant Lease and True Up Agreement with Troon Golf subject to non-substantive administrative edits; and

APPROVES Troon's proposal to re-imagine the VUE Bar & Grill into a Richard Blais restaurant; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060.

BACKGROUND:

Food and Beverage Operations (F&B) at the Indian Wells Golf Resort comprise VUE Bar and Grill, the Fairway Grill, Banquet facilities, a Food Truck, Café 36, and on-course beverage carts. As adopted by the Council in the Fiscal Year 2023-24 Budget, F&B Operations anticipates serving 237,728 customers (covers) and generating approximately \$7.8 million in revenues, nearly 40% of all revenues at the resort. Consistent with the Council's implementation goals and deliverables, the anticipated Net Operating Income from F&B operations is \$1.5 million, representing 19% of total F&B revenue.

The new Restaurant Lease Agreement leases all F&B operations to Troon. Cities often require restaurant lease agreements for Alcohol Beverage Control (ABC) purposes, primarily for regulatory and compliance reasons. Cities themselves typically cannot hold an Alcohol Beverage Control (ABC) license because they are not commercial entities or individuals engaged in the business of selling alcoholic beverages. ABC licenses are typically issued to private companies or individuals who meet specific legal requirements and wish to operate in a commercial establishment, such as a restaurant or bar, where alcoholic beverages are sold.

The Restaurant Lease Agreement outlines the terms of the business arrangement between the City and the restaurant operator. This is important for the ABC authority to determine who is responsible for the premises and who holds the license. It clarifies who has the right to sell alcohol on the premises. The lease includes provisions related to liability and insurance coverage. ABC authorities must ensure that the restaurant has adequate coverage and that the City and restaurant operator understand their responsibilities in the event of alcohol-related incidents.

Restaurant lease agreements are essential to the regulatory framework for businesses serving alcohol. They help ensure that establishments comply with local and state laws, maintain suitable locations, and have the necessary agreements to operate legally and responsibly.

The True Up Agreement reconciles the quarterly net income to the rent paid by Troon to the City. In the event the Quarterly Net Income is greater than the aggregate rent paid during the fiscal quarter, Troon shall pay or credit the difference to the City. In the event the aggregate rent paid during the fiscal year exceeds the Quarterly Net Income, the City shall pay or credit the difference to Troon. Essentially, the True Up Agreement exists because of the Restaurant Lease Agreement and the Restaurant Lease Agreement exists primarily for ABC compliance.

DISCUSSION:

This Staff Report is bifurcated into two sections to assist the Council.

The first section is updating the existing Restaurant Lease Agreement with Troon. As detailed in the following pages, much of the Restaurant Lease Agreement remains the same. The updates focus on improvements benefiting the City and are consistent with the newly adopted Troon Management Agreement. The updates focus on "Exceptional Customer Service" and "First Class" standards as defined in the current Golf Resort Management Agreement, profitability consistent with the Golf Resort's "Annual Plan," and finally, allow Troon (subject to Council approval) to enter third party operations contracts.

The second section considers the option to Re-Imagine the Vue Bar & Grill with a Celebrity Chef concept. Troon proposes re-imagining the Vue Bar and Grill into a celebrity chef restaurant. Troon overwhelmingly supports onboarding Celebrity Chef Richard Blais. Celebrity Chef Richard Blais met personally with individual City Council Members and presented initial concepts and options. Additional details are in the Re-Imagine the Vue Bar & Grill section.

Restaurant Lease Agreement

Much of the New Restaurant Lease Agreement remains the same as the current Lease Agreement, such as Troon's Possession and Use, Troon's collection of revenues and

payment of operating costs, Repairs and Maintenance, Troon's F&B employees, licenses (including the ABC licenses), compliance with the law, quiet enjoyment, events of default, insurance requirements, and indemnification.

The new Restaurant Lease Agreement contains improvements benefiting the City. The new Restaurant Lease Agreement re-enforces the framework of the new Management Agreement, focuses on creating exceptional customer service, establishes financial performance requirements, and allows the use of third-party contractors. Significant changes are detailed as follows:

- Troon acknowledges that the quality and reliability of the F&B Operations are essential to the Golf Resort. This means that Troon must operate F&B operations consistent with "Exceptional Customer Service" and "First Class" standards as defined in the current Golf Resort Management Agreement. This also means Troon will utilize commercially reasonable efforts to provide First-Class food and beverage experience at the Vue Restaurant, which includes, for the avoidance of doubt, hiring and training Staff and overseeing operations.
- Troon acknowledges operating and managing the food and beverage operations of the Golf Resort with a goal of profitability. Profitability and its associated Key Performance Indicators (KPIs) are annually adjusted and agreed to by the City Council during the adoption of the Golf Resort's "Annual Plan" as defined in Section 3.4 of the Management Agreement.
- Subject to the City's approval, the new Restaurant Lease Agreement allows Troon to enter into contracts and agreements (a "Third Party Contract") in connection with its operation, management, and improvement of the F&B Premises subject to the City's approval, engage third-party contractors or consultants to provide services, products, or expertise related to the F&B Premises, including but not limited to consultation on menu development, interior design, marketing, advertising, and equipment.
- The new Restaurant Lease Agreement runs co-terminus with the Management Agreement.
- The new Restaurant Lease Agreement clarifies that the City will continue subsidizing Troon for F&B discounts offered to residents.

Re-imagine the VUE Bar & Grill

During the Golf Resort's Strategic Planning in February 2023, the Council required Troon Golf (the Operator) to incorporate new F&B strategies designed to reduce non-seasonal operating losses, evaluate the cost of sales and labor controls, capture additional covers

in banquet and VUE Bar and Grill profit centers, increase Golfer use of the VUE by 30%, and increase Resident Covers by 10%.

In addition, competition in the Indian Wells restaurant market is becoming more competitive. The new Tommy Bahama Miramonte Resort will have a new restaurant concept. Hyatt has announced the addition of a celebrity chef as part of the hotel's rebranding. The Renaissance is in the process of re-conceptualizing its food and beverage offerings. Vue Bar and Grill needs a new identity to remain competitive with these fresh food and beverage operations in the Indian Wells Golf Resort campus.

The request to remain competitive for additional covers, revenues, and increased profitability led the Council to direct the City Manager and Troon to examine and develop a new Vue Bar and Grill concept. A new concept designed to capture additional covers from golfers, residents, hotel guests, and the local market.

The Celebrity Chef Concept

Hiring a celebrity chef can offer several potential benefits. Some of these benefits include:

1. **Brand Recognition:** Celebrity chefs often have a solid following and a recognizable brand. By associating the Golf Resort's F&B operations with a well-known chef, we can attract fans and customers eager to experience their culinary creations.
2. **Marketing and Publicity:** Celebrity chefs can attract media attention and publicity. Their appearances on TV shows, magazines, and social media can help promote your establishment and generate buzz.
3. **Culinary Expertise:** Celebrity chefs are highly skilled and experienced in the kitchen. Their expertise can elevate the quality of your restaurant's menu and overall dining experience, potentially attracting discerning food enthusiasts.
4. **Menu Innovation:** Celebrity chefs often bring innovative and unique culinary ideas. Their creativity can lead to exciting menu items that set the Golf Resort's F&B operations apart from competitors.
5. **Increased Revenue:** The draw of a celebrity chef can lead to increased foot traffic and higher average check sizes, ultimately boosting revenue—additional revenues from any celebrity chef-related merchandise sold at the Golf Resort.
6. **Collaborative Marketing Opportunities:** Collaborating with a celebrity chef can lead to partnership opportunities, such as cookbook releases, cooking classes, or special events, which can further drive business and revenue. Having a celebrity chef

coordinate not just the restaurant operations but also course and special events (e.g., weddings) can have significant revenue and brand benefits.

Disadvantages include the cost of hiring a celebrity chef, compatibility – whether the chef is compatible with our brand, sustainability- whether the celebrity chef's popularity is sustainable over the long term, and brand risks associated with negative publicity.

The Trail Blais Relationship

Troon has significant food and beverage experience in public and private golf courses. In recent years, the Aviara Golf Club in Carlsbad, a Troon-managed golf course, rebranded its restaurant to a celebrity chef concept that has become a thriving destination for golfers, hotel guests (Park Hyatt Aviara), and locals. Ember & Rye at Aviara Golf Club is a Richard Blais restaurant.

Troon is proposing a similar rebranding of the Vue Bar and Grill into a celebrity chef restaurant. Celebrity Chef Richard Blais, through his relationship with Troon, desires to rebrand the restaurant into an approachable and affordable dining destination that golfers, residents, hotel guests, and locals will enjoy.

Over the past few months, Staff, and Troon have been working on the details of this celebrity concept for the City Council's consideration. In addition, Richard Blais has met individually with Council Members on the concept he would like to bring to the Vue Bar and Grill.

Troon overwhelmingly supports onboarding Celebrity Chef Richard Blais. The Indian Wells Golf Resort General Manager has also been involved in the discussions to bring the celebrity chef concept to Indian Wells and fully supports this transition. The Golf Resort General Manager has experience with celebrity chefs and is excited to see this project progress.

Richard Blais is a successful chef, a James Beard nominated cookbook author, and a television personality. Widely recognized from Bravo's Top Chef series, Richard won the inaugural Top Chef All-Stars Season. He co-hosts FOX's Next Level Chef with Gordon Ramsay and Nyesha Arrington.

Blais graduated from the Culinary Institute of America in New York and trained at some of the world's premier restaurants, including the French Laundry, Daniel, Chez Panisse, and el Bulli. He owns and operates Trail Blais, a forward-thinking culinary consulting group that has designed and launched popular eateries nationwide, including Ember & Rye in Carlsbad and Four Flamingos in Orlando, Florida, with the Xenia Group and Hyatt Hotels. He is also the Culinary Director for VIP Dining at the San Diego Symphony's performance space, The Rady Shell at Jacobs Park.

Blais advises numerous national brands on recipe development, creativity, imagination, and team building. As an author, Richard Blais wrote "This at Home," "So Good," and "Plant Forward," available this year. In addition, Blais has various nationwide podcasts, Food Court and Starving for Attention.

The critical deal points of the Richard Blais agreement with Troon include:

1. Reimagine the restaurant into an approachable and affordable dining destination.
2. Richard Blais is developing a new restaurant design and concept, including all furniture and fixtures, kitchen layout, and other necessary equipment.
3. In consultation with Troon, create and develop menus for the new restaurant and other food and beverage operations (e.g., banquets, food truck).
4. Provide food sourcing recommendations.
5. Develop a comprehensive staffing plan, including the recommended selection of key staff members (e.g., restaurant manager, executive chef, and other senior staff members).
6. Provide extensive onsite training by Richard Blais and the sous chef before and after the restaurant's opening.
7. Develop necessary manuals detailing standards for operating a Richard Blais restaurant.
8. Attend not less than 12 mutually agreed appearances for special events, staff training, and restaurant promotion after the grand opening. In addition, based on availability, Richard Blais will make reasonable efforts to make additional appearances that may be subject to further compensation.
9. Grants licensing and promotion of the restaurant to Troon for promotional purposes.
10. Richard Blais merchandise is made available for sale at the IWGR.
11. The Third-Party Agreement has a non-compete covenant, which prevents Blais, directly or indirectly during the Term of this Agreement and for two (2) years after the expiration or termination of this Agreement, from engaging in any restaurant consulting or similar agreements with hotels restaurants or other facilities located within the Coachella Valley, California.

The Blais Concept for the Vue Bar and Grill

Celebrity Chef Richard Blais met personally with individual Council Members and presented initial concepts and options. During the meetings with Council Members, Blais points out that these initial concepts and options are more like ideal placeholders, and Blais needs to go through a "visioning" process to develop a final concept.

Initially, the re-imagined concept could be as follows:

1. Inspiration - "A place where the young and young at heart gather. Where Sinatra and Friends meet Taylor Swift and Harry Styles for some Champagne on tap under a tree, you're sure you've only seen in a Dr Seuss book."
2. Food Concept - select the freshest, local, and seasonal ingredients and craft them into delicious, chef-inspired favorites to inspire everyday dining. A signature modern take on American classics, Chef Blais' culinary program features local vegetables, meats, and California coastal seafood.
3. Beverage Concept - a curated beverage program that appeals to all guests while staying rooted in the art of a well-crafted cocktail that invigorates the bar and social scene around it. The beverage menu focuses heavily on California wines, mezcal, and tequila of Alto California, and the beverage program is anchored by California sparkling wine/ champagne "on tap."
4. Inspiration for décor:
 - a. Reflecting Indian Wells' vibrant past and present, the new space will blend materials found in nature and is influenced by the flora and fauna of the region.
 - b. A beautiful, balanced palette carries the story through using stone, wood, and natural textiles.
 - c. A welcoming, warm California modern space that evokes the energy of nature.
 - d. Seating is interesting yet relaxed and encourages social connection.
 - e. Varied seating allows for both communal and intimate guest experiences.
5. First Class – Richard Blais is onsite to conduct pre-launch activities. His corporate sous chef supports that effort and is available for go-forward training.

Economics and Accountability

This section deals with Troon's accountability for the financial performance of the Blais Concept. Placing aside the current economics of the Vue Bar & Grill for a moment,

consider that "the Clarity of Concept" may be the single most significant economic contributor to the future success of the Vue Bar & Grill. Today, many will argue that the Vue does not have an identifiable brand, that "*we do not know what the Vue is.*" Re-imagining Vue Bar & Grill into an identifiable brand will go a long way to improve its economics. We will know what it is and why it exists.

Financial accountability for the Celebrity Chef concept lies squarely with Troon. All financial performance metrics are required to meet or exceed the City Council's new benchmarks and financial performance measures. Once the benchmarks and financial performance measures are met, Troon will craft the F&B budget, which will be included in the Annual Plan.

The Council must approve the Annual Plan before any revenue is collected or expenses paid. The Annual Plan will be placed on a City Agenda, subject to public inspection, and brought before the Council for consideration and adoption. Once adopted, the Council will receive comparative financial information of monthly actual performance and budgeted KPIs.

Troon is held accountable and is subject to the financial performance requirements implemented in the Troon Management Agreement. Poor economic performance will lead to reduced management fees for Troon and possible termination for poor financial performance under Article VI of the Troon Management Agreement.

Capital Funding to Re-imagine the VUE Bar & Grill

Troon and Richard Blais estimate a cost between \$1.7 and \$2.5 million to renovate the Vue Bar and Grill. The City Council should consider two funding sources to fund Vue Bar and Grill renovation costs before considering a supplemental appropriation.

First, included in the new Management Agreement, Troon is required to provide \$1.25 million on key money that can be used for this purpose. Second, Troon has nearly \$1.0 million in Vue Bar and Grill FF&E capital repairs and replacements through the fiscal year 2027-28 already planned for in the Golf Resort Capital replacement plan. Since the capital repairs and replacements represent existing FF&E, these funds could be re-directed into re-imagining the Vue Bar and Grill.

Should the Council consider funding Vue Bar and Grill's construction improvements, Staff recommends limiting renovation costs to \$2.25 million and not considering a supplemental appropriation. Limiting renovation costs would prevent the need for additional funding.

If approved, Staff and Troon estimate construction would begin in early summer 2024, with a grand opening in Fall 2024.

OPTIONS:

The Staff has bifurcated the Council's options for consideration. The first option is the proposed Restaurant Lease and True Up Agreements with Troon, and the second consideration is the re-imagination of the Vue Bar & Grill into a Richard Blais restaurant concept.

The Council can consider the following options on the proposed Restaurant Lease Agreement with Troon.

1. Approve the proposed Restaurant Lease and True Up Agreements with Troon Golf as presented.
2. Amend or modify the proposed Restaurant Lease and True Up Agreements as presented.
3. Deny the proposed Restaurant Lease & True Up Agreement as presented.
4. Provide alternative direction to Staff.

In addition, the Council can consider the following options on the Troon recommended re-imagination of the Vue Bar & Grill into a Richard Blais restaurant.

1. Approve the new restaurant concept as presented.
2. Amend or modify the new restaurant concept as presented.
3. Deny the new restaurant concept as presented.
4. Provide Troon with an alternative direction on the proposed concept.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the Lead Agency, determined that the ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a "project" as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

ATTACHMENTS:

1. Troon Restaurant Lease and True Up Agreements
2. PowerPoint on the proposed restaurant

AMENDED & RESTATED RESTAURANT LEASE AGREEMENT

THIS AMENDED & RESTATED RESTAURANT LEASE AGREEMENT (the “**Agreement**”) is made and entered into effective July 1, 2024 (the “**Effective Date**”), by and between CITY OF INDIAN WELLS, a California municipal corporation (hereinafter referred to as “**City**”), and TROON RESTAURANT HOLDINGS, LLC, Delaware limited liability company (hereinafter referred to as “**Troon**”), as follows:

RECITALS:

A. City is the owner of the Golf Resort at Indian Wells, located at 44-500 Indian Wells Lane, City of Indian Wells, Riverside County, California, consisting of two (2) eighteen (18) hole championship length golf courses, a driving range, clubhouse complex, golf shop and maintenance facility (collectively, the “**Golf Resort**”).

B. City and Troon Golf, L.L.C., a Delaware limited liability company (“**Troon Golf**”) have entered into a Golf Course Management Agreement (the “**Management Agreement**”) of even date herewith under which Troon Golf will manage the Golf Resort on the City’s behalf.

C. City and Troon are parties to that Restaurant Lease Agreement dated June 1, 2009 (the “**Original Agreement**”) for Troon to operate and manage the F/B operations at the Golf Resort.

D. City and Troon Golf desire to amend and restate the Original Agreement to provide for Troon to operate and manage the food and beverage services at the Golf Resort, including the sale of alcoholic beverages for onsite consumption at the Golf Resort (the “**F/B Operations**”), pursuant to a lease of the F/B Premises (defined below) of the Golf Resort to Troon upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, City and Troon hereby agree as follows:

ARTICLE 1 – AMENDED AND RESTATED AGREEMENT; TERM

1.1 **Replace and Supersede.** This Agreement replaces and supersedes the Original Agreement and all prior agreements as to its subject matter as of the Effective Date. From and after the Effective Date, the parties’ rights and obligations shall be governed by the terms and provisions of this Agreement. Prior to the Effective Date, the parties’ rights and obligations shall continue to be governed by the terms and provisions of the Original Agreement. For the avoidance of doubt, termination of the Original Agreement shall not result in any termination fees.

1.2 **Term.** The term of this Agreement shall begin on the Effective Date and shall run on a co-terminus basis with the Management Agreement, unless sooner terminated according to the provisions hereof (the “**Term**”).

ARTICLE 2 – DEFINITIONS

“**Affiliate**” shall mean, with respect to any entity, (a) officers, directors, members, managers or employees of, or general partner in such entity, and (b) any individual, corporation, limited liability

company, partner, partnership, trust or other entity which owns or controls, or is owned or controlled by, or is under common ownership or control with such entity. The words “control”, “controlled” and “controlling” mean ownership, directly or indirectly, of 50% or more of the legal or beneficial ownership interest of such corporation or other entity.

“City Manager” shall mean the person holding the position of City Manager of the City of Indian Wells.

“Easement Agreement” shall mean that certain Easement Agreement by and between the Redevelopment Agency of the City of Indian Wells and certain property owners, recorded as document number 11722, in the office of the County Recorder of the County of Riverside, California. The Easement Agreement is incorporated herein by reference as though fully set forth herein.

“Equipment and Supplies” shall mean all equipment and supplies used or useful in the F/B Operations, including, without limitation, the equipment described in Section 3.1 below.

“Executive Employees” shall mean the Chef, Director of Food & Beverage, and Banquet Manager.

“First Class” shall have the meaning set forth in the Management Agreement.

“Golf Resort” shall have the meaning ascribed to that term in Recital A, above.

“F/B Premises” shall have the meaning ascribed to that term in Section 3.1 below.

“Operational Standards” shall mean the standards developed by Troon Golf in connection with its food and beverage management business, a copy of which have been provided to City. City has approved such Operational Standards and any modification or amendment of such standards shall be subject to City approval, which approval shall not be unreasonably withheld provided that a comparable level of quality is maintained.

“Operational Year” shall mean July 1 to June 30 of each year during the Term of this Agreement.

ARTICLE 3 – LEASE OF F/B OPERATIONS

3.1 **Lease of the Golf Resort Food and Beverage Premises and Operations.** City hereby leases to Troon and Troon leases from City that portion of the Golf Resort necessary to conduct the F/B Operations (the “**F/B Premises**”). The F/B Premises shall include the restaurant, bar, kitchen, food truck, equipment, and related facilities and any areas contiguous thereto where food and beverage is to be served at the Golf Resort. Troon shall also have the right to enter upon and traverse the Golf Resort to dispense food and beverage from the food and beverage service golf cart, food truck or other equipment, provided that at all times Troon shall comply with all laws, ordinances, rules, regulations, orders, requirements and demands of all duly constituted authorities, including, without limitation, any applicable prohibition on the sale or dispensing of liquor within regulated distances of a church or a primary or secondary school building or yard. “**Equipment**” shall mean the service golf cart, food truck, and all other equipment used or useful in the operation of the restaurant, bar, kitchen, food truck, and service cart, including without limitation refrigerators, freezers, cooking utensils, dishwashers, cutlery, dishes, silverware, cutting boards, linens, tables, chairs, stoves, microwave ovens, heat lamps, bar utensils and glassware.

3.2 **Possession and Use of the F/B Premises.** Troon’s right to possession of the F/B Premises and its obligations hereunder shall commence on July 1, 2024. City shall in no way be responsible for the

F/B Operations and shall in no way interfere with Troon's responsibilities to exclusively operate (subject to Third Party Contract(s)) the F/B Premises hereunder.

3.3 **Third Party Contracts Authorization.** City hereby grants Troon the authority to enter into contracts and agreements (each a "**Third Party Contract**") in connection with its operation, management and improvement of the F/B Premises. Troon may, subject to City's approval, engage third-party contractors or consultants to provide services, products, or expertise related to the F/B Premises, including but not limited to consultation on menu development, interior design, marketing, advertising and equipment. Troon agrees to exercise reasonable care and diligence in selecting and managing these third parties and shall ensure that Third Party Contracts comply with applicable laws, regulations and industry standards. Troon shall provide the City with copies of all executed Third-Party Contracts within ten (10) days following execution thereof.

In the event that Troon enters into any Third Party Contract, Owner shall indemnify and hold Troon harmless from any obligations and liabilities related to the payment of said Third Party Contract(s) and upon the termination or expiration of this Agreement for any reason, any such leases or contracts shall be assigned from Troon to City or its designee and City or its designee shall assume all Troon's obligations pursuant to said Third Party Contract(s).

3.4 **Relationship Between City and Troon.** As an independent contractor, Troon makes its own hiring, purchasing, and other operational decisions as it implements the Golf Resort Annual Plan. Troon is only subject to the control or direction of the City as to the results to be accomplished, as set forth in this Agreement and in the Annual Plan, not as to the means or methods for accomplishing the result; the City does not have any right to control of any part of the work. By way of example, neither the City Manager, nor any City Council Member, nor the City Council acting as a body may dictate to Troon who Troon will employ, how and from whom Troon will contract for goods or services, what items should be served in the restaurant or sold in the gift shop, or any other aspect of Troon's operations and implementation of the Annual Plan. On behalf of the City, the Council approves the Annual Plan and holds Troon accountable for accomplishing those results.

ARTICLE 4 – TROON SERVICES

4.1 **Standards of Performance.** Troon acknowledges that the quality and reliability of the F/B Operations is important to the Golf Resort, and covenants with City to operate and manage the food and beverage operations of the Golf Resort with a goal of profitability and in accordance with the Operational Standards and the terms and conditions applicable to the F/B Operations in the Management Agreement.

4.2 **Revenues; Expenses.** Troon will collect for its account all revenues from the sale of food and beverages on the F/B Premises. All costs and expenses relating to the F/B Operations, including fees, costs, royalties payable pursuant to Third Party Contract(s), and shall maintain an appropriate number of food and beverage service employees and an appropriate level of inventory which shall be considered Operating Costs (as defined in the Management Agreement). City shall have no interest or claim to income from the sale of food and beverages on the F/B Premises or from F/B Operations. City shall also subsidize Troon for discounts offered to residents.

4.3 **Repairs and Maintenance.** All costs associated with the repair and maintenance to the Equipment, the Golf Resort and the F/B Premises, including, but not limited to the heating, air conditioning,

plumbing and electrical units shall be considered Operating Costs (as defined in the Management Agreement). City shall be obligated to make any capital improvements, at its sole cost and expense, with respect to the Equipment, the Golf Resort and the F/B Premises as agreed pursuant to the Management Agreement.

4.4 **Employees.** Troon shall (i) determine manpower requirements, recruitment schedules, and compensation levels, (ii) furnish Troon descriptions, performance appraisal procedures, employee benefit programs, and operational and procedural manuals for all personnel and (iii) establish forms and procedures for employee compensation and incentive programs. Troon shall hire, promote, discharge, and supervise all operating personnel, department heads, and ancillary and supportive employees performing services in any manner related to the F/B Operations. All such employees shall be employees of Troon Golf according to the terms of the Management Agreement. Upon being hired, such employees shall be subject to such health regulations and examinations as any applicable governmental authority may require in connection with their employment. Troon shall further comply with the requirements of Article V of the Management Agreement with respect to all employees of Troon Golf who are working in F/B Operations.

4.5 **Reserved.**

4.6 **Licenses, Permits, and Accreditations.** Troon (or its affiliate) shall apply for and use its best reasonable efforts to obtain and maintain, in Troon's (or its affiliate's) name, all licenses, permits, and accreditations required in connection with the management and operation of the F/B Operations. City will cooperate with Troon in applying for, obtaining, and maintaining such licenses, permits, and accreditations.

4.7 **Reserved.**

4.8 **Compliance with Law.** Troon shall not use or permit the use of the F/B Premises for any purpose prohibited by law and shall comply with all laws, ordinances, rules, regulations, orders, requirements and demands of all duly constituted authorities with respect to the condition, use and occupancy of the F/B Premises as such may be applicable from time to time during the term of this Agreement.

4.9 **Expenditures Required for Compliance with Law.** In the event, at any time during the Term of this Agreement, repairs, additions, changes, or corrections in the F/B Premises of any nature shall be required by reason of any laws, ordinances, rules, or governmental regulations now or hereafter in force, or by order of any governmental or municipal power, department, agency, authority, or officer, Troon shall consult with City with respect to such repairs pursuant to Section 3.4 of the Management Agreement and any repairs of an emergency nature shall be handled in accordance with Section 3.4(d) of the Management Agreement.

4.10 **Specific Operating Procedures.** Troon shall operate and manage the F/B Operations and make all operational decisions in connection therewith, subject to compliance with the following operating procedures:

4.10.1 **Reserved.**

4.10.2 **Reserved.**

4.10.3 **Operations.** Troon shall comply with all requirements of state and local law governing the sale and distribution of alcoholic beverages. Troon shall obtain and maintain all permits from the County of Riverside Department of Health for all food and beverage services at the Golf Resort. Troon shall comply with all regulations of the County of Riverside Department of

Health and all other present and future health laws and regulations as may be established by the federal, state, county, and city governmental agencies. All food service employees shall possess valid food handler cards, and a copy of these cards shall be maintained in the administrative office at the Golf Resort. Troon shall comply with City's municipal code as it relates to tuberculosis testing, and other health and disease testing as now or hereafter required by applicable law, for all food and beverage employees. The parties acknowledge and agree that the food and beverage services at the Golf Resort shall be consistent with the Easement Agreement. Prices of food and beverage services at the Golf Resort shall be comparable to prices charged at other First Class golf resorts in the Coachella Valley. Troon shall control all food and beverage concepts and operations including hours of operations, service locations, menus, inventories, designs, equipment, marketing etc. Troon shall also handle any and all dealings with members and guests regarding the food and beverage experience.

4.10.4 **Safety and Security.** The F/B Operations shall comply with all safety regulations of federal, state, and local governmental agencies, including without limitation any requirements imposed by California Labor Code Sections 1720 et. seq. and 6300 et. seq. and regulations promulgated with respect thereto, and applicable federal occupational, health, and safety laws and regulations. Troon shall take all reasonable actions to protect the safety of all food and beverage service employees and customers. Troon shall provide appropriate security systems, including video monitoring of cash operations, security alarm systems, motion detection sensors for afterhours control, and locks for the maintenance yard and perimeter gates. The alarm system at the F/B Premises shall be tied into an offsite monitoring station. Troon shall keep for seven (7) days computer back-up tapes for all accounts payable and accounts receivable information. All records of F/B Operations at the Golf Resort shall be kept in fireproof files.

4.11 **Alterations to Buildings.** Except as provided for in Section 4.9 above, Troon shall not make any alterations, additions, or changes to the appearance or the structural nature of the clubhouse without the prior approval of the City Council.

4.12 **Limitations.** Troon shall use the F/B Premises in the manner described herein and not for any other purpose or purposes whatsoever. All trade names, trademarks, logos, emblems and similar identifying matters related to or used in connection with the Golf Resort and F/B Premises shall be the sole and exclusive property of City, and all use of such marks shall be subject to City's approval in its sole judgment.

ARTICLE 5 – RENT

5.1 **Rent.** Troon shall pay to City as rent, during the Term hereof, monthly installments in advance on the first day of each month of the Term in accordance with the Schedule attached hereto as Exhibit A, which shall remain in effect for the first year of the Term. No later than each anniversary of the Term, Troon and City shall agree on a revised rent schedule for the next year, which schedule shall adjust monthly rent payments to take into account the difference in Troon cash flow due to the seasonal nature of business at the Golf Resort. Rent for any period during the Term hereof which is for less than one (1) month shall be a pro-rata portion of the monthly installment. Rent shall be payable without notice on demand and without any deduction, offset, or abatement, at the address stated herein, or to such other persons or at such other places as City may designate in writing.

ARTICLE 6 – RESERVED**ARTICLE 7 – QUIET ENJOYMENT; NONDISTURBANCE**

7.1 **Quiet Enjoyment.** City covenants that so long as there is not existing an Event of Default by Troon under this Agreement, Troon shall, to the extent necessary to manage the F/B Operations and all sales and service related thereto, quietly hold, occupy, possess and enjoy the F/B Premises throughout the Term of this Agreement, free from interference, hindrance, ejection, removal, prohibition, or disturbance by City or any other party claiming under, through, or by right of City.

7.2 **Inspection.** Notwithstanding the foregoing, City and its duly authorized agents, employees and representatives shall have the right to enter upon and inspect the F/B Premises at all reasonable times.

ARTICLE 8 – EVENTS OF DEFAULT

8.1 **Events of Default.** The occurrence of any or more of the following events which is not cured in the time permitted shall constitute a default under this Agreement (hereinafter referred to as an “**Event of Default**”):

8.1.1 **Failure to Pay Sums Due.** Either party’s failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of fifteen (15) days after written notice (specifying the item not paid) thereof from the other party to the defaulting party.

8.1.2 **Failure to Comply.** Either party's failure to comply with any of the other covenants, agreements, terms, or conditions contained in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof from the other party to the defaulting party specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any failure cannot with due diligence be cured within such 30 day period, if the defaulting party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be reasonably necessary for the defaulting party to cure the failure.

8.1.3 **Liquor License.** If Troon (or its affiliate, as applicable) fails to maintain in good standing any and all liquor and other licenses required under California law to conduct the F/B Operations on the F/B Premises.

8.1.4 **Default Under Management Agreement.** The occurrence of an Event of Default under the Golf Course Management Agreement.

ARTICLE 9 – TERMINATION

9.1 **Events of Termination.** The Term of this Agreement shall terminate on the occurrence of any of the events set forth below:

9.1.1 Both parties agree in writing to terminate this Agreement;

9.1.2 Upon the expiration or termination of the City's right to possession of the Golf Resort;

9.1.3 Upon the expiration or termination of the Management Agreement;

9.1.4 Upon the expiration or termination of this Agreement according to its terms; or

9.1.5 Immediately upon the occurrence of an Event of Default.

9.2 **Effect of Termination.** Upon termination, (i) Troon shall surrender the F/B Premises, all Equipment and anything used in the F/B Operations to City, (ii) Troon shall cooperate with City in the transfer of Troon's liquor license(s) to City or its designee, and (iii) Troon shall cooperate with City to ensure the uninterrupted sale of alcoholic beverages at the F/B Premises until the transfer is completed.

9.3 **Payment of Sums Owed.** Upon termination, all sums owed by either party to the other shall be paid within thirty (30) days of the effective date of such termination.

ARTICLE 10 – INSURANCE

10.1 **Insurance.** Insurance for the Golf Resort, F/B Operations and the F/B Premises shall be provided in accordance with Article IX of the Management Agreement.

ARTICLE 11 – DAMAGE OR DESTRUCTION; EMINENT DOMAIN; FORCE MAJEURE EVENTS

11.1 **Damage or Destruction.** Should the F/B Premises be destroyed or substantially damaged by fire, flood, acts of God, or other casualty, City, by written notice to Troon given within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement on the basis that City does not choose to rebuild or restore the F/B Premises, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. For the purpose of this Section 11.1, the F/B Premises shall be deemed to have been substantially damaged if the estimated length of time required to restore the F/B Premises substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of six (6) months, as indicated by an architect's certificate or other evidence reasonably satisfactory to Troon. If this Agreement is not terminated in the event of damage to the F/B Premises either because (i) the damage does not amount to substantial damage as described above, or (ii) notwithstanding destruction of or substantial damage to the F/B Premises, City elects to restore the F/B Premises, then City shall proceed, at City's own expense, with all due diligence to commence and complete restoration of the F/B Premises to its condition and character just prior to the occurrence of such casualty. If as a result of any damage or destruction to the F/B Premises as provided in this Section 11.1, the responsibilities of Troon under this Agreement are substantially changed, then the parties shall meet and discuss in good faith appropriate modifications to this Agreement including the Management Fees.

11.2 **Eminent Domain.** If all of the F/B Premises (or such a substantial portion of the F/B Premises so to make it unfeasible, in the reasonable opinion of City, to restore and continue to operate the remaining portion of the F/B Premises for the purposes contemplated in this Agreement) shall be taken through the exercise (or by agreement in lieu of the exercise) of the power of eminent domain, then upon the date that City shall be required to surrender possession of the F/B Premises or of that substantial portion

of the F/B Premises , this Agreement shall terminate and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the F/B Premises shall not make it unfeasible, in the reasonable opinion of City, to restore and continue to operate the remaining portion of the F/B Premises for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and City shall proceed, at City' s own expense, with all due diligence to alter or modify the F/B Premises so as to render it a complete architectural unit which can be operated as a golf resort of substantially the same type and character as before. If as a result of any alteration or modification of the F/B Premises as provided in this Section 11.2, the responsibilities of Troon under this Agreement are substantially changed, then the parties shall meet and discuss in good faith appropriate modifications to this Agreement including the Management Fees.

11.3 **Force Majeure Events.** As used in this Agreement, the term "**Force Majeure Event**" means declared or undeclared war, sabotage, riot or acts of civil disobedience, acts or omissions of governmental agencies, accidents, fires, explosions, floods, earthquakes, or other acts of God, strikes, labor disputes, shortages of materials, or any other event not within the control of Troon and not caused by the gross negligence or intentional wrongful conduct of Troon. For purposes of this Agreement, any disruption to the operation of the Golf Resort or the F/B Premises caused by a capital improvement project shall also constitute a Force Majeure Event. If, as a result of the occurrence of a Force Majeure Event, the responsibilities of Troon under this Agreement are substantially changed, then the parties shall meet and discuss in good faith appropriate modifications to this Agreement including the Management Fees.

ARTICLE 12 – INDEMNIFICATION

12.1 **Indemnity.** Indemnification obligations of the City and Troon for the Golf Resort, F/B Operations and the F/B Premises shall be provided in accordance with Article XI of the Management Agreement.

ARTICLE 13 – REPRESENTATIONS AND WARRANTIES

13.1 **Troon's Representations.** As a material inducement to City to enter into this Agreement, Troon represents and warrants the following:

(a) Troon is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware; that it is duly qualified to do business and is in good standing in the State of California; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Troon of Troon's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Troon is a party or by which Troon is bound.

(b) All actions required to be taken by or on behalf of Troon to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Troon enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(c) The person(s) executing this Agreement on behalf of Troon have full power and authority to bind Troon to the terms hereof.

13.2 **City's Representations.** As a material inducement to Troon to enter into this Agreement, City represents and warrants the following:

(a) City is a California Municipal corporation, validly existing and in good standing under the laws of the State of California; that it is duly qualified to do business and is in good standing in the State of California; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by City of City's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which City is a party or by which City is bound.

(b) All actions required to be taken by or on behalf of City to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of City enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(c) The persons executing this Agreement on behalf of City have full power and authority to bind City to the terms hereof.

ARTICLE 14 – TRANSFERS AND ASSIGNMENTS

14.1 **Limitation on Troon.** Troon may assign or transfer this Agreement to an Affiliate, however Troon shall not sell, convey, assign, transfer, hypothecate, pledge, or otherwise dispose of (or agree to do any of the foregoing) all or any part of its interest, if any, in this Agreement, or any contractual rights or obligations related hereto (except for Troon's right to receive payments), other than to an Affiliate, without the prior written consent of City. Provided, however, Troon may assign this Agreement to an entity that is similarly engaged in food and beverage operations and that employs the principal members of the current Troon management team.

14.2 **Limitation on City.** City may assign or transfer this Agreement to a governmental agency related to the City or to the Agency. City may also assign and transfer its rights under this Agreement to a purchaser or new owner of the Golf Resort that assumes the obligation of City hereunder. Otherwise, City may not assign or transfer its rights hereunder.

ARTICLE 15 – MISCELLANEOUS

15.1 **Waiver.** The waiver by either City or Troon of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by City or Troon, unless such waiver is in writing signed by the party against whom such waiver is asserted.

15.2 **Entire Agreement.** This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between City and Troon, oral or written, relating to the subject matter of this

Agreement. City has made no representations or promises not expressly contained herein. No subsequent alterations, amendment, change or addition to this Agreement shall be binding upon City and Troon unless reduced to a writing and signed by them.

15.3 **Notices.** Notices, statements and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand (including pre-paid courier) or sent by certified or registered mail, postage prepaid, return receipt requested, or by telex, telegram, facsimile or other telegraphic means and addressed as follows:

If to City:

City of Indian Wells
44-950 Eldorado Drive
Indian Wells, California 92210
Attention: City Manager

If to Troon:

Troon Restaurant Holdings, LLC
15044 North Scottsdale Road, Suite 300
Scottsdale, Arizona 85254
Attention: Legal Department

or at such other address as from time to time designated by the party receiving the notice in accordance with this Section 15.3. The date of service of such notices shall be the date such notices are delivered to the party to whom the notice is given.

15.4 **City Bonds.** In connection with City's issuance or refunding of any bonds or certificates of participation, Troon shall have the right to approve, which approval shall not be unreasonably withheld, any description of Troon or any description of this Agreement or of City's relationship with Troon under this Agreement, which description is contained in any prospectus or similar materials delivered in connection with such bonds or certificates of participation. City agrees to furnish to Troon copies of all such materials for such purpose not less than twenty (20) days prior to the delivery of such materials to the addresses set forth in Section 15.3 above.

15.5 **Interest.** Interest shall accrue on any sums owed by either party hereto to the other party starting from the first date of delinquency and continuing until the full amount, including such interest is paid. Such interest shall accrue at a rate equal to the lesser of (a) the maximum rate of interest allowed by applicable law, or (b) the rate of interest announced by Bank of America National Trust and Savings Association or its successors, as of such date of delinquency, as its "prime" or "reference" rate, plus two percent (2%).

15.6 **Successors and Assigns.** This Agreement is personal to City and Troon and except as otherwise provided herein, neither party shall have the right, power or authority to assign this Agreement, or any portion hereof or any monies due or to become due hereunder, or to delegate any duties or obligations arising hereunder, either voluntarily, involuntarily or by operation of law, without the prior written approval of the other party. Except as otherwise provided herein, Troon shall not have any right, power or authority to subcontract its services, or any portion thereof, without the prior written approval of City. Any approval by City of any subcontract of Troon's services or any part thereof shall not be construed to make City a

party to such subcontractor to expose City to any claims or liabilities arising thereunder. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities and obligations of the parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

15.7 **Persons Indemnified.** All agreements by either Troon or City to indemnify or hold the other harmless contained in this Agreement shall inure to the benefit not only of the respective indemnitee but also to that of its and their subsidiaries and Affiliates, and shall also inure to the benefit of the directors, officers, members, managers, employees and agents of any of the foregoing.

15.8 **Applicable Law.** This Agreement and all provisions thereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of California. Venue for any action arising out of this Agreement shall be Riverside County.

15.9 **Cumulative Rights.** The rights and remedies conferred upon both City and Troon in this Agreement and by law are cumulative.

15.10 **Savings Clause.** If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantial increase the burden on any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

15.11 **Attorneys' Fees.** If any party fails to perform any of its obligations under this Agreement or if any dispute arises between the parties concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by any other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorney's fees and disbursements. Any such attorney's fees and other expenses incurred by any party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorney's fee obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

15.12 **Further Assurances.** Troon and City each agree to execute and deliver from time to time, promptly following any reasonable request therefor by the other party, any and all instruments, agreements and documents, and promptly shall take such other actions as may be necessary or appropriate in the reasonable determination of the other party, to carry out the transaction described in this Agreement.

15.13 **Trade Names, Royalties and Patents.** All trade names, trademarks, logos, emblems and similar identifying matters related to or used in connection with the Golf Resort, the F/B Operations, and F/B Premises shall be the sole and exclusive property of City, and all matters relating to their use shall be subject to City's approval in its sole judgment. All trade names, trademarks, logos, emblems and similar identifying matters related to Troon and Troon's Affiliates shall be the sole and exclusive property of Troon, and all matters relating to their use shall be subject to Troon's approval in its sole judgment.

15.14 **Easements.** Troon shall recognize all easements of record affecting the Golf Resort.

15.15 **Publicity.** Any commercial advertisements, press releases, articles, or other media information using City's name shall be subject to the prior approval of City which approval shall not be unreasonably withheld. Any commercial advertisements, press releases, articles, or other media information using Troon's name or marks shall be subject to the prior approval of Troon which approval shall not be unreasonably withheld.

15.16 **Reserved.**

15.17 **Conflict of Interest.** The parties hereto hereby covenant that during the term of this Agreement they will not employ any person to administer any portion of this Agreement that has an interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

15.18 **No Third-Party Beneficiaries.** This Agreement is not intended and shall not be deemed or construed to convey any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary.

15.19 **Time.** Time is of the essence of this Agreement and each provision hereof of which time is an element.

15.20 **Mediation, Arbitration and Dispute Resolution.**

(a) Resolution by the Parties. The parties hereto desire, pursuant to the provisions of this Section 15.20, to establish procedures to facilitate the informal an inexpensive resolution of any disputes arising out of or relating to this Agreement by mutual cooperation and without resort to litigation. To accomplish this objective, City and Troon agree to follow the procedures set forth below if a dispute arises under this Agreement: the complaining party shall write a description of the alleged breach of contract or complaint and send it to the other party by certified or registered mail. This letter shall explain the nature of the complaint and refer to the relevant sections of the Agreement upon which the complaint is based. The complaining party shall also set forth a proposed solution to the problem, including a reasonably specific time frame within which the parties must act. The party receiving the letter must respond in writing within ten (10) days with an explanation, including references to the relevant parts of the Agreement and a response to the proposed solution. Within ten (10) days of receipt of this response, the parties must meet and discuss options for resolving the dispute. The complaining party must initiate the scheduling of this resolution meeting.

(b) Arbitration. If the dispute is not settled by the parties pursuant to the procedure set forth in Subsection (a) above, the parties agree to submit the dispute to JAMS or AAA for binding arbitration. The aggrieved party may initiate arbitration by sending written notice of an intention to arbitrate by registered mail or certified mail to all parties and to JAMS or AAA. The notice must contain a description of the dispute, the amount involved, and the remedy sought. Either party may seek equitable relief from the arbitration in addition to monetary damages. The parties may agree on a retired judge from the JAMS or AAA panel. If they are unable to agree, JAMS or AAA will provide a list of three (3) available judges and each party may strike one. The remaining judge will serve as the arbitrator at the settlement conference. The arbitration shall be held in accordance with the provisions of California law, except as specifically provided herein.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, City and Troon have executed this Agreement as of the date first above written.

“CITY”

CITY OF INDIAN WELLS,
a California Municipal Corporation

By: _____

Name: _____


Its: _____

Approved as to form:

By: _____

“TROON”

TROON GOLF, L.L.C.,
a Delaware limited liability company

By:  _____

Name: 32Z79AD3A4964E0... Jeff Hansen _____

Its: EVP & General Counsel _____

EXHIBIT A

RENT

June

July

August

September

October

November

December

January

February

March

April

May

Food + Beverage Vision *at Indian Wells Golf Resort*

August 2023



INDIAN  WELLS
GOLF RESORT



THE OBJECTIVES

- Redefine the IWGR à la carte dining experiences for all users, across all day parts
- Develop a well-defined concept that brings forward the successes of IWGR dining and introduce new elements to attract and retain local residents
- Craft a highly visible concept that further elevates the IWGR brand to attract destination diners, destination golfers and area tourists
- Define a delicious experience that is approachable, appealing, highly consistent and delivers best-in-market value
- Develop a creative outlet concept that elevates the brand of IWGR through collaboration with Celebrity Chef, Richard Blais
- Improve financial performance of F&B operations at IWGR



THE KEY OUTCOMES

Redefined Experience

Approachable, Ultra-relevant Celebrity Chef Draw

Re-inspired Environment

An Inspired Interior Space that Celebrates Palm Springs

Elevated Operational Execution

Consistency, Standards, Training + Staff

Financial Success

Profitability + Sustainability

Re-energized Community Pride

Destination-worthy, Local Appeal, Brand Activation

A DESTINATION FOR LOCALS AND VISITORS ALIKE

For guests of many ages and preferences, this is THE place to see and be seen.



SILVER & GOLD

Local Residents within 5 Miles

- Most affluent senior market
- Pursue the luxuries and experiences
- Spend 31% more on food than US average
- Spend 39% more on Sports & Recreation than US Average



FAMILY EXTENSIONS

Local Residents within 10 Miles

- Multigenerational families
- Focus on personal style, latest trends and fashion
- Brand loyalty and environmentally safe products also guide purchasing choices



TOURISTS

Recent visitors from U.S., UK, and Australia

- 14.1 million people visited greater Palm Springs in 2022
- Nearly 98% were domestic travelers
- Spending reached \$7.1 Billion
- 25% or 1.8B spent on Food

COMPETITIVE LANDSCAPE

Restaurants, Bars, & Diners surrounding Indian Wells Golf Resort according to Yelp

Restaurant Name	Restaurant Address	Miles from Site*	Yelp Cuisine Type(s)	Yelp Price Point	Yelp Rating (Stars)	Service Style (Full/Counter)	Serves Alcohol (Y/N)
Vue Grille & Bar	44500 Indian Wells Ln Indian Wells, CA 92210	0.0	American (New), Gastropub, Cocktail Bar	\$\$	4.2	Full	Y
Lantana	44600 Indian Wells Ln Hyatt Regency Indian Wells Resort & Spa	0.1	American (New), Breakfast & Brunch, Wine Bar	\$\$	3.4	Full	Y
Cava	44400 Indian Wells Lane Indian Wells, CA 92210	0.3	American (New), Burgers	\$\$	3.3	Full	Y
Citrus & Palm	45000 Indian Wells Ln Indian Wells, CA 92210	0.4	American (New)	\$\$	3.6	Full	Y
The Pink Cabana	44-985 Province Way Indian Wells, CA 92210	1.5	Mediterranean, Moroccan, Breakfast & Brunch	\$\$\$	4.0	Full	Y
Eureka	74985 Highway 111 Indian Wells, CA 92210	1.8	American (Traditional)	\$\$	4.0	Full	Y
Nobu	78200 Miles Ave Indian Wells, CA 92210	1.9	Japanese, Sushi Bar	\$\$\$\$	4.5	Full	Y
La Quinta Cliffhouse	78250 Highway 111 La Quinta, CA 92253	2.1	Steakhouse, Seafood, Cocktail Bar	\$\$\$	4.0	Full	Y
Cactus Jack's Bar & Grill	74-450 Hwy 111 Palm Desert, CA 92260	2.4	American (Traditional), Seafood, Cocktail Bar	\$\$\$	3.9	Full	Y
Trattoria Mezzomondo	73850 Hwy 111 Ste A Palm Desert, CA 92260	2.9	Italian	\$\$\$	4.7	Full	Y
Mimmo's Italian Restaurant	73540 Hwy 111 Ste 4 Palm Desert, CA 92260	3.2	Italian, Bars	\$\$	4.3	Full	Y
Cafe Des Beaux-Arts	73640 El Paseo Palm Desert, CA 92260	3.2	French	\$\$	3.6	Full	Y
Tommy Bahama	73595 El Paseo Palm Desert, CA 92260	3.3	American (New), Seafood, Cocktail Bar	\$\$	4.1	Full	Y
Sweet Basil California Eatery	73655 El Paseo Palm Desert, CA 92260	3.3	Soup, Salad, Pasta Shop	\$\$	4.6	Full	Y
The Lunch Spot	74868 Joni Dr Ste 1-A Palm Desert, CA 92260	3.4	Salad, Soup, Sandwiches	\$\$	4.8	Counter	N
Wilma & Frieda's Cafe	73575 El Paseo Dr Ste 2310 Palm Desert, CA 92260	3.4	Comfort Food, Breakfast & Brunch	\$\$	4.2	Full	N
Pacifica Seafood	73505 El Paseo Palm Desert, CA 92260	3.4	Seafood	\$\$	4.2	Full	Y
Mi Cultura Peruvian Columbian Cuisi	44795 San Pablo Ave Palm Desert, CA 92260	3.5	Peruvian, Columbian	\$\$	4.7	Counter	N
Fresh Agave Mexican	73325 Hwy 111 Palm Desert, CA 92260	3.6	Mexican, Sports Bar	\$\$	4.0	Full	Y
Porta Via	73100 El Paseo Ste 1-2 Palm Desert, CA 92260	3.7	American (New), Breakfast & Brunch, Bars	\$\$\$\$	4.2	Full	Y
Flor de Jalisco	42215 Washington St Ste G Palm Desert, CA 92211	4.3	Mexican	\$\$	4.4	Full	Y
Cuistot	72595 El Paseo Palm Desert, CA 92260	4.3	French	\$\$\$	3.7	Full	Y
La Spiga Ristorante Italiana	72-557 Hwy 111 Palm Desert, CA 92260	4.4	Italian, Cocktail Bars	\$\$\$\$	4.3	Full	Y
Chef Tanya's Kitchen	72695 Hwy 111 Ste A6 Palm Desert, CA 92260	4.5	Vegan, Delis, Ice Cream & Frozen Yogurt	\$\$	4.8	Counter	N
Cork Tree California Cuisine	74950 Country Club Dr Palm Desert, CA 92260	4.6	American (New), Seafood, Steakhouse	\$\$\$	4.2	Full	Y
Morgan's In The Desert	49-499 Eisenhower Dr La Quinta Resort & Club La Quinta, CA 92253	5.0	American (Traditional), Small Plates, Bars	\$\$\$	4.0	Full	Y
Beautiful Day	50949 Washington St Ste 1A La Quinta, CA 92253	5.0	Breakfast & Brunch, Burgers, Gluten Free	\$\$	4.5	Full	Y
Oceana	77932 Country Club Ste 2-4 Palm Desert, CA 92211	5.5	Seafood	\$\$	4.7	Full	Y
RD RNNR	78065 Main St Unit 200 La Quinta, CA 92253	5.5	American (New), Cocktail Bar, Burgers	\$\$	4.7	Full	Y
Yes Please	78065 Main St Ste 100 La Quinta, CA 92253	5.5	Coffee & Tea, Breakfast & Brunch	\$\$	4.4	Full	N
Stuft Pizza Bar & Grill	78015 Main St Ste 100 La Quinta, CA 92253	5.5	Pizza, Bars, American (Traditional)	\$\$	3.8	Full	Y

Competitive Landscape

COMPETITIVE LANDSCAPE

Restaurants, Bars, & Diners surrounding Indian Wells Golf Resort according to Yelp

Restaurant Name	Restaurant Address	Miles from Site*	Yelp Cuisine Type(s)	Yelp Price Point	Yelp Rating (Stars)	Service Style (Full/Counter)	Serves Alcohol (Y/N)
Vue Grille & Bar	44500 Indian Wells Ln Indian Wells, CA 92210	0.0	American (New), Gastropub, Cocktail Bar	\$\$	4.2	Full	Y
The Barn Kitchen	1330 E Palm Canyon Dr Sparrows Lodge Palm Springs, CA 92264	14.2	American (Traditional), Bars, Breakfast & Lunch	\$\$\$	3.5	Full	Y
FARM	6 La Plz Palm Springs, CA 92262	16.5	American (New), French, Breakfast & Brunch	\$\$	4.4	Full	Y
Boozehounds	2080 N Palm Canyon Dr Palm Springs, CA 92262	19.6	Cocktail Bar, American (New), Lounges	\$\$	4.2	Full	Y
Eight4Nine	849 N Palm Canyon Dr Palm Springs, CA 92262	20.1	American (New), Lounges	\$\$	4.3	Full	Y
Workshop Kitchen & Bar	800 N Palm Canyon Dr Ste G Palm Springs, CA 92262	20.1	American (New), Breakfast & Brunch, Cocktail Bar	\$\$\$	3.3	Full	Y
The Tropicale	330 E Amado Rd Palm Springs, CA 92262	20.6	American (New), Tapas & Small Plates	\$\$\$	4.1	Full	Y
Tac/Qula	415 N Palm Canyon Dr Palm Springs, CA 92262	20.6	Tapas/Small Plates, Mexican	\$\$	4.4	Full	Y
The Nest	75188 US Hwy 111 Indian Wells, CA 92210	34.3	Bars, American (New), Seafood	\$\$	3.9	Full	Y

COMP SET A



COMP SET B





THE VISION

The Vue Grille & Bar is rebuilt and rebranded into a concept rooted in the global reputation and visibility of Chef Richard Blais, based in the history, elements and setting of the Coachella Valley that establishes IWGR as a dining destination on-par with its reputation for golf.

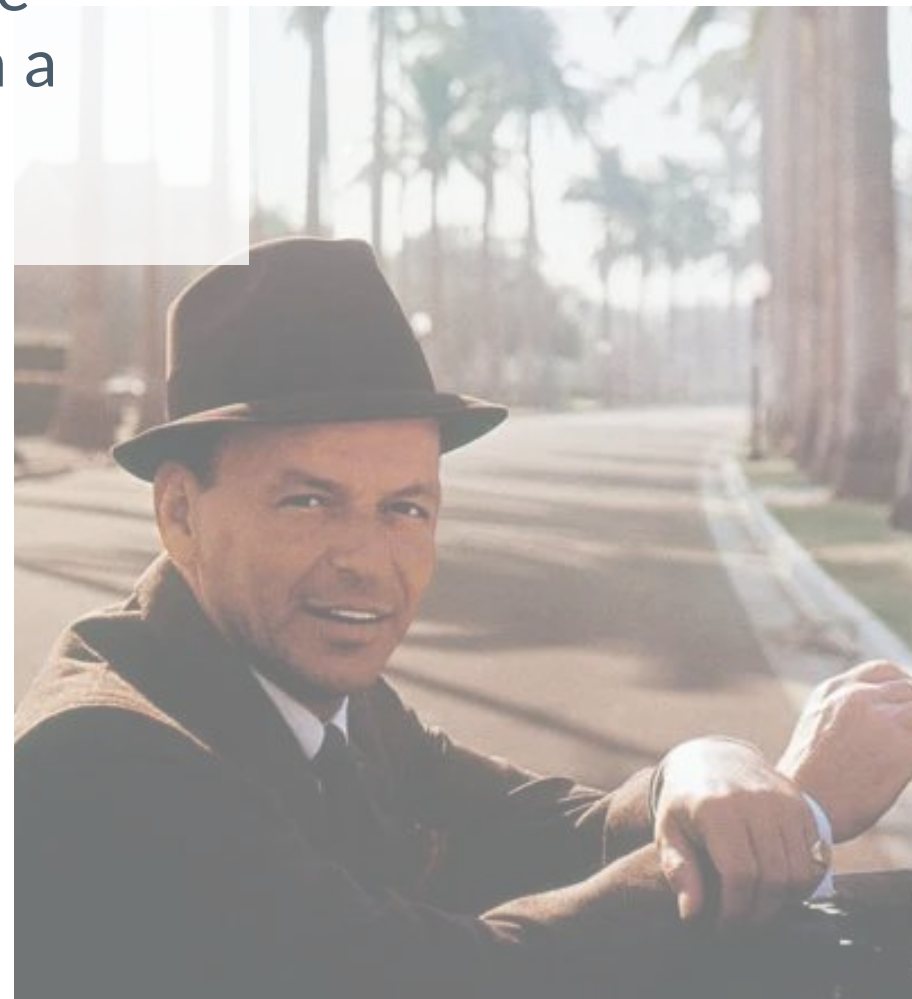
Selecting the freshest, local and seasonal ingredients and crafting them into delicious, chef-inspired favorites to inspire every-day dining will make IWGR a hub for dining in the Valley. A curated beverage program that appeals to all guests, while staying rooted in the art of a well-crafted cocktail, will invigorate the bar and social scene around it.

Pricing the menu with the guest in mind affords the everyday diner and the "bucket list" golfer a venue that they will find highly appealing, while delivering extraordinary value within IWGR's competitive market.



THE RESTAURANT CONCEPT

"A place where the young and young at heart gather. Where Sinatra and Friends meet Taylor Swift and Harry Styles for some Champagne on tap under a tree you're sure you've only seen in a Dr Seuss book."





A RICHARD BLAIS CALIFORNIA KITCHEN

Introducing the Valley's soon to be "Best New Restaurant" curated by celebrity chef Richard Blais.

The restaurant features two distinct dining room vibes:

- one, a casual American bar and grill perfect for that vintage country club lunch or quick bite; and
- the other, a slightly more formal dining room where guests can experience some of the area's finest cuisine.

IWGR's restaurant is a must-visit for anyone looking for a unique dining experience in Indian Wells, California. With its focus on local ingredients, wood-fired cooking, and exceptional beverage menu, it's sure to be a hit with locals and visitors alike.





EXPERIENCE

Located in the vibrant heart of Indian Wells our chef-driven restaurant is a haven for food enthusiasts, wine lovers, and those seeking an unforgettable dining experience. From intimate date nights to celebratory gatherings with friends and family, the restaurant sets the stage for memorable moments and culinary revelations. Led by our visionary Chef Richard Blais, each dish is a symphony of flavors, textures, and presentation. Our menu is a canvas upon which the Chef's imagination comes to life, showcasing seasonal ingredients and the freshest produce sourced from local farms and purveyors.



SERVICE STYLE

The restaurant's Front of House staff are professional, but not pretentious. They hit every step of service with personality and flair that surely brightens guests' days. Their intuitive approach ensures each interaction is appropriate and they proudly chat about the Club's upcoming events, favorite menu items, and special event nights. The operation follows a traditional staffing model, with hosts, servers, bussers, food runners, and bartenders. Managers are present on the floor, personalizing the upscale ambiance as opportunities arise. Dine in or take out, Residents will rest assured knowing their meal will be delivered with a "Wow".

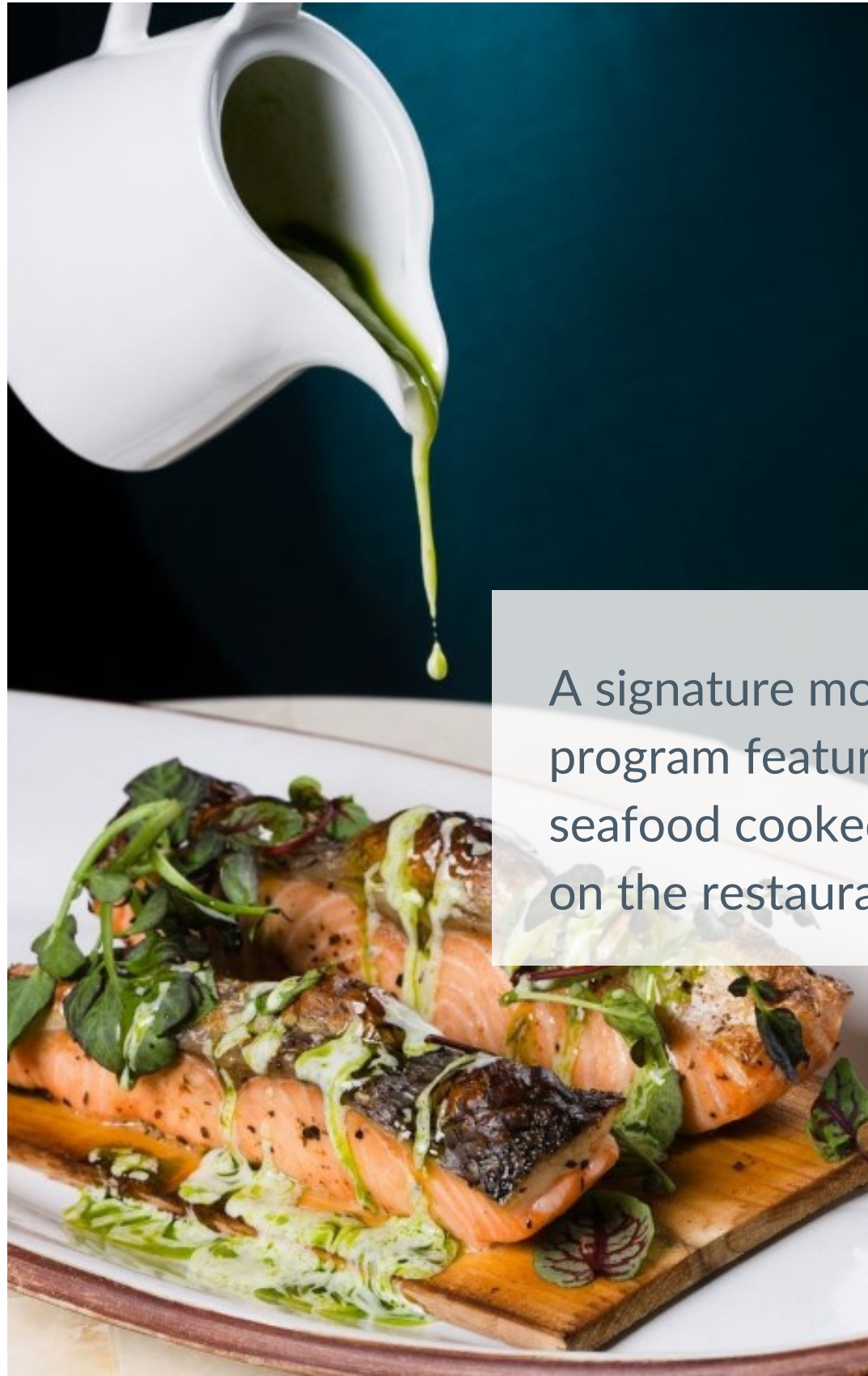


OFFERING

Chef Blais' signature modern take on American classics include liquid nitrogen margaritas, ahi tuna tostadas, surf & turf with filet mignon and lobster ravioli, hearts of palm Caesar salad, crispy dry-aged duck with scallion pancakes and local date chutney, and house-made ricotta cheesecake with palm sugared cherries prepared and "Blaised" table side. A California-centric wine program with a dynamic wine by the glass program perfectly complements the tantalizing menu, while localized craft and micro beer program ensures we never lose sight of our golfers. The spirit program is appropriate in scale but never stuffy or silly – the simple art of the proper cocktail is proudly on display. And the non-alcoholic beverage offerings are thoughtful twists on the classics and are only prepared from the freshest ingredients.

FOOD MENU

Redefined Experience



A signature modern take on American classics, Chef Blais' culinary program features local vegetables, meats, and California coastal seafood cooked primarily over olive, almond, and fig hard woods on the restaurant's wood-burning hearth.



BEVERAGE PROGRAM

Redefined Experience



The beverage menu focuses heavily on California wines, mezcal, and tequila of Alto California, and the beverage program is anchored by California sparkling wine/ champagne "on tap," sure to make it a happy hour and post-dinner drink destination.

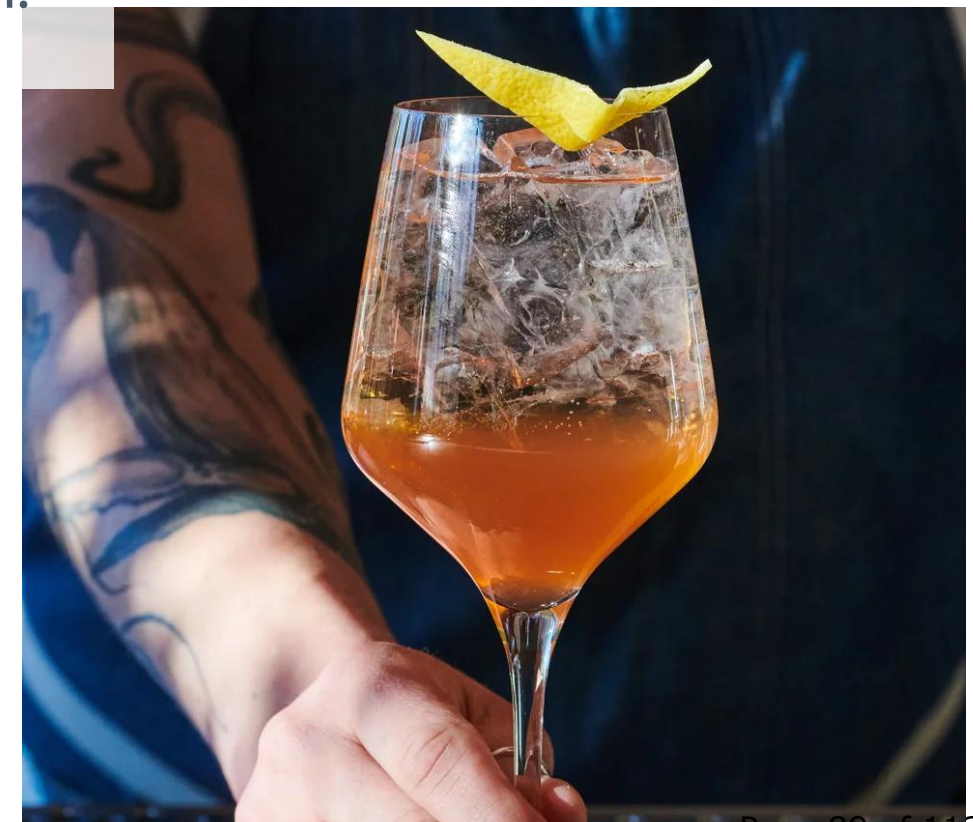
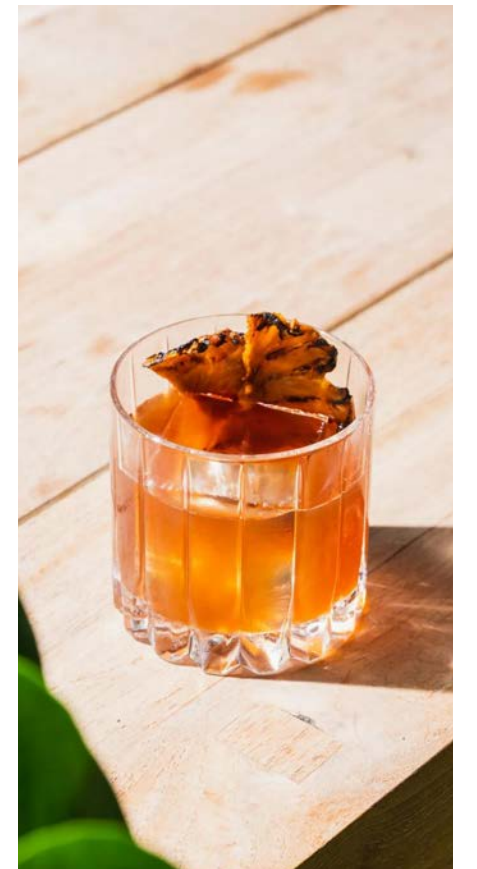
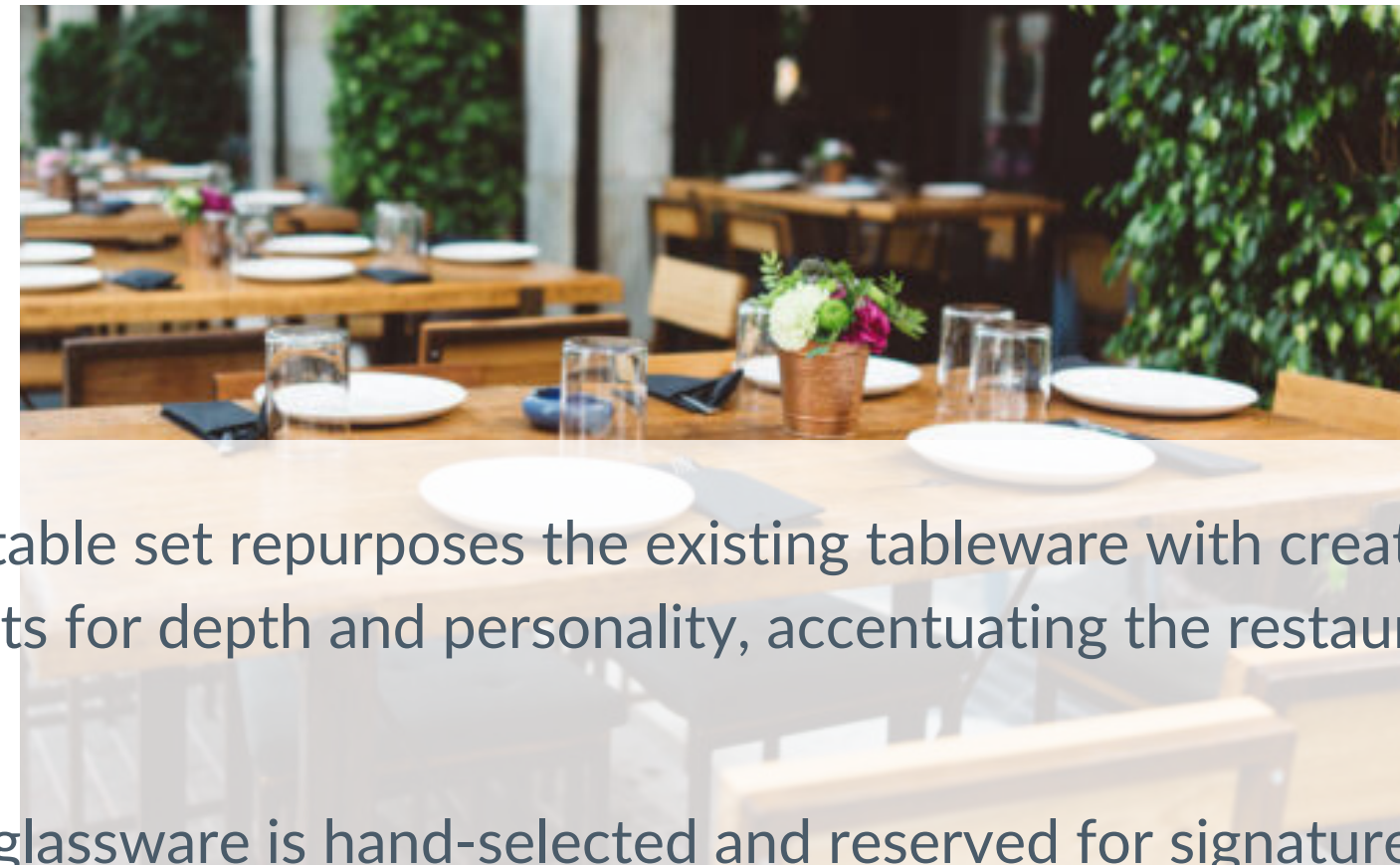
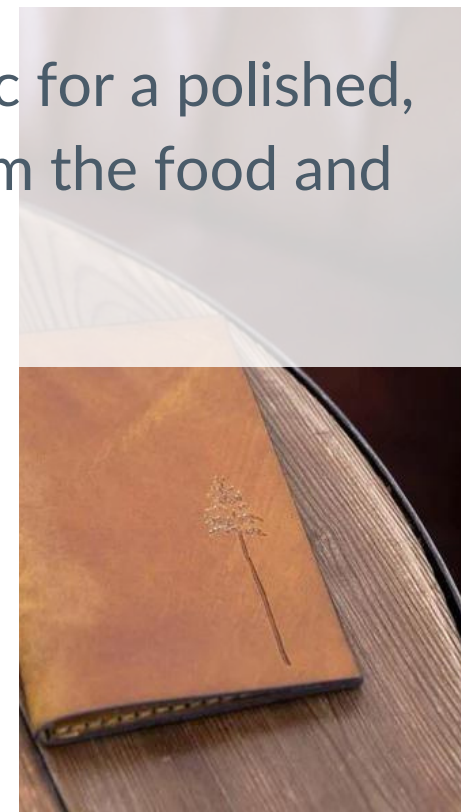


TABLE TOP, UNIFORM + EXPERIENTIAL ACCENTS



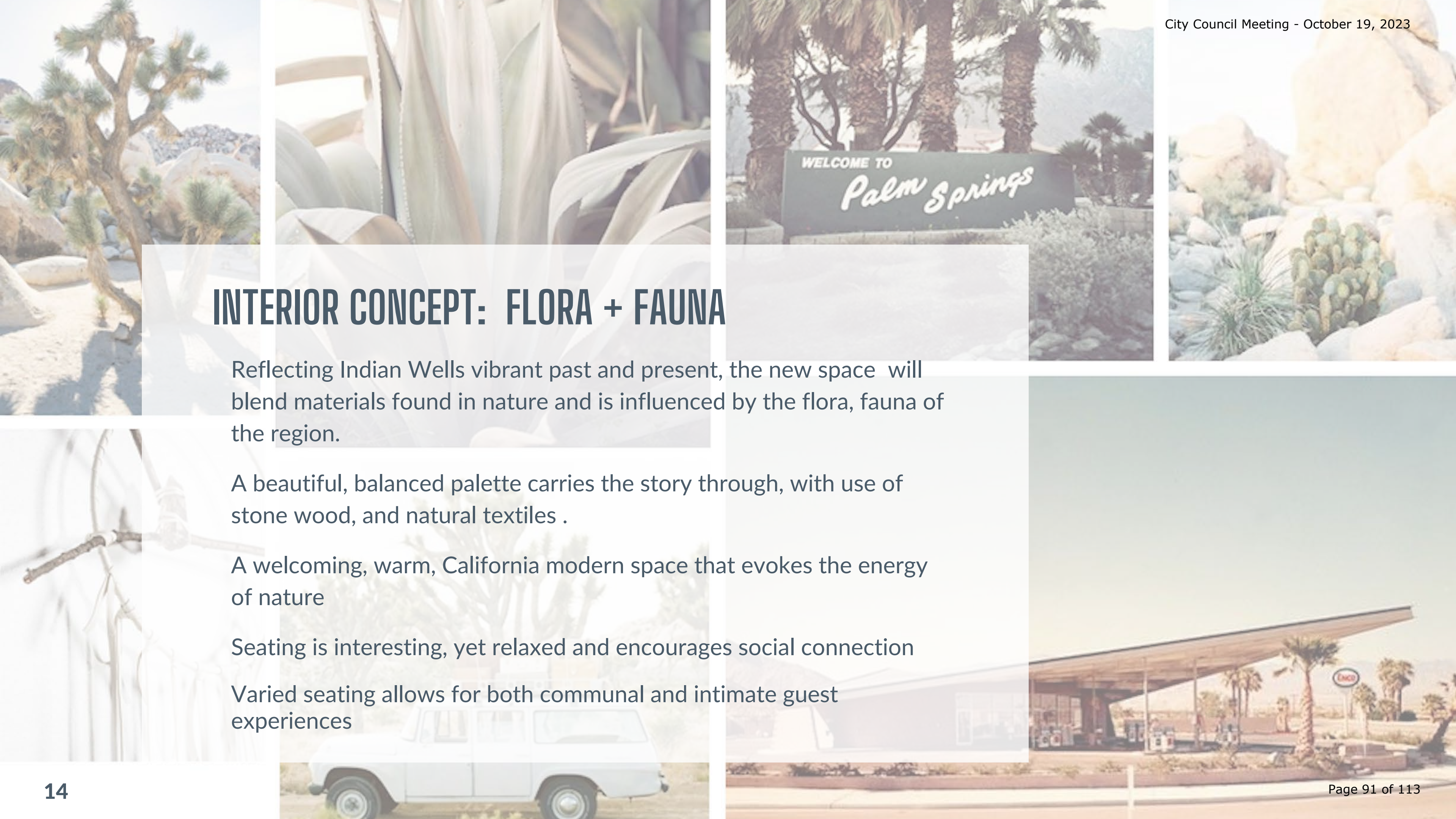
A curated table set repurposes the existing tableware with creative supplements for depth and personality, accentuating the restaurant's aesthetics

Patterned glassware is hand-selected and reserved for signature beverages



FOH/BOH uniforms coordinate with the design aesthetic for a polished, pressed and modern-classic look, without distracting from the food and beverage experience

Redefined Experience



INTERIOR CONCEPT: FLORA + FAUNA

Reflecting Indian Wells vibrant past and present, the new space will blend materials found in nature and is influenced by the flora, fauna of the region.

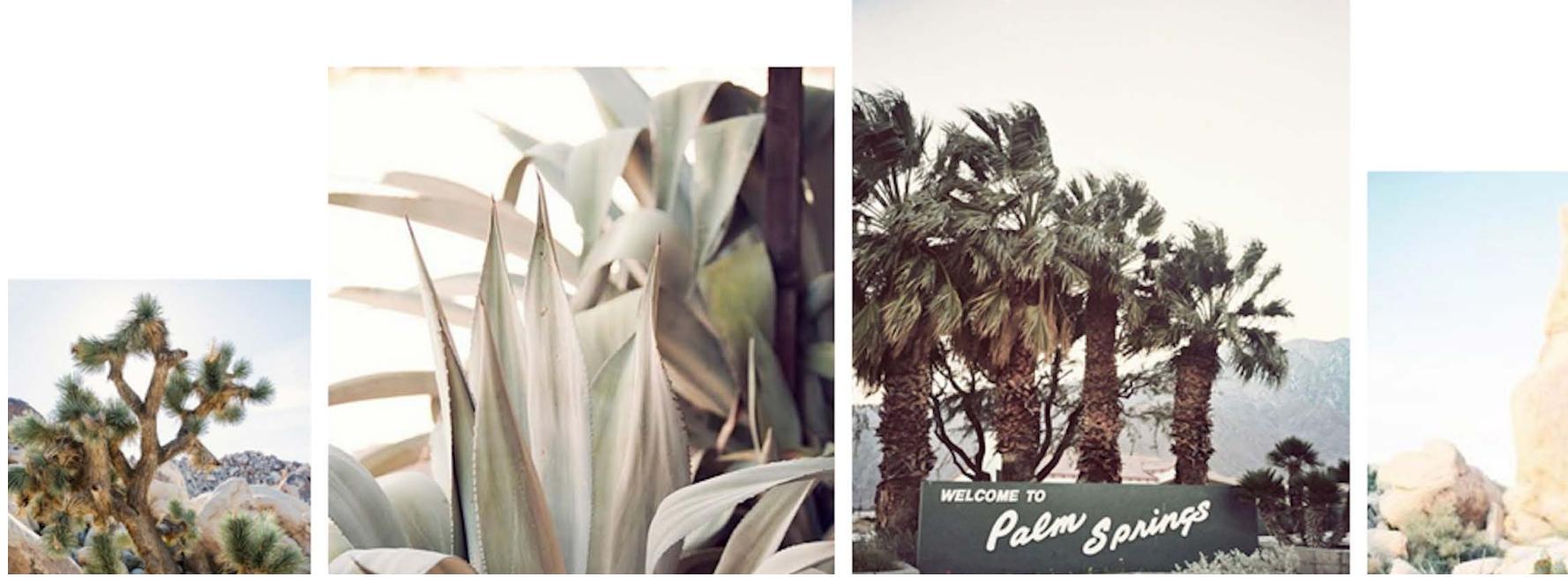
A beautiful, balanced palette carries the story through, with use of stone wood, and natural textiles .

A welcoming, warm, California modern space that evokes the energy of nature

Seating is interesting, yet relaxed and encourages social connection

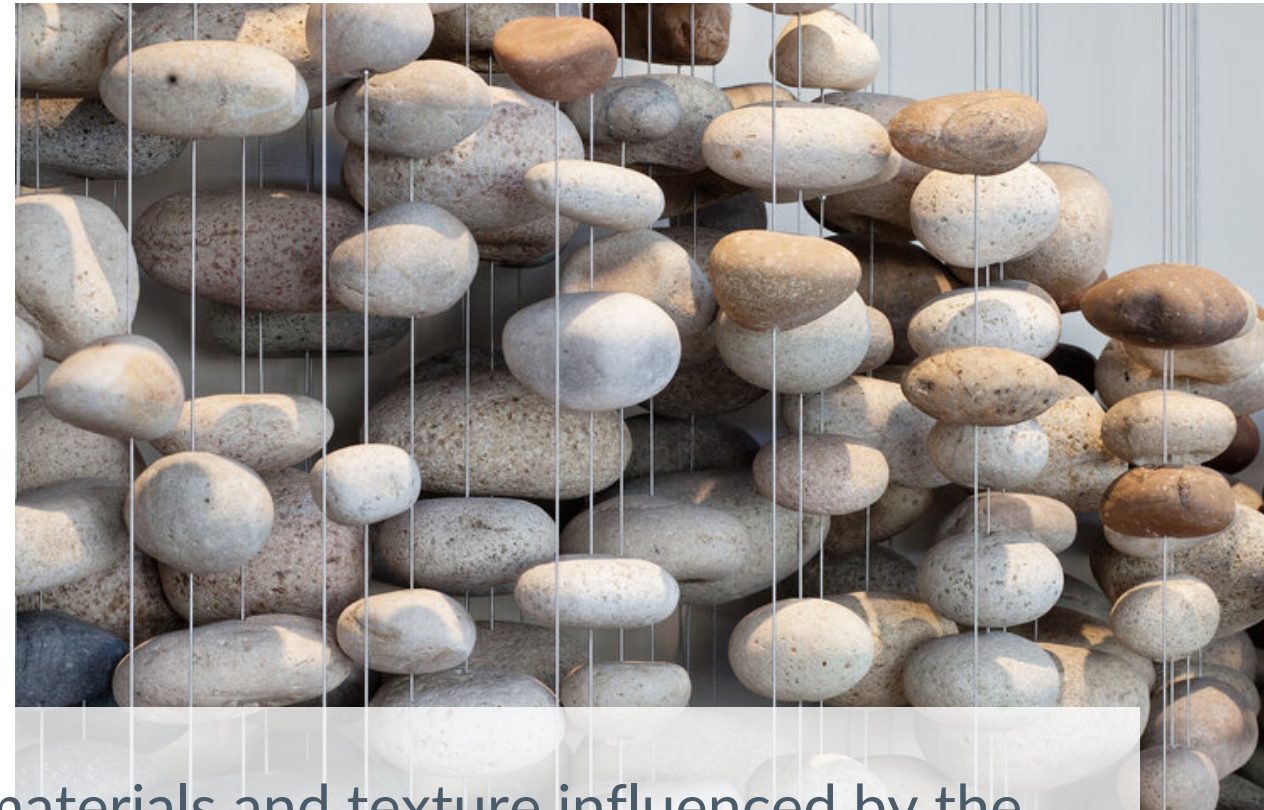
Varied seating allows for both communal and intimate guest experiences

INTERIOR VIBE

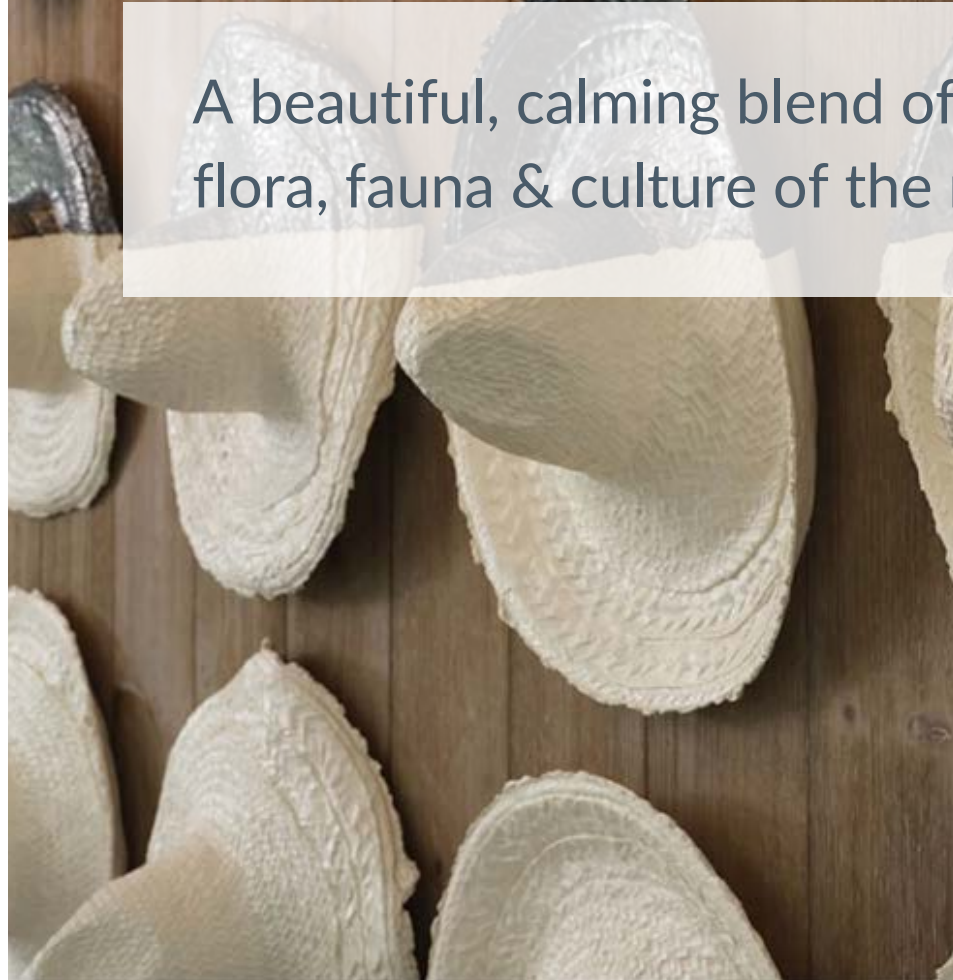


Re-inspired Environment

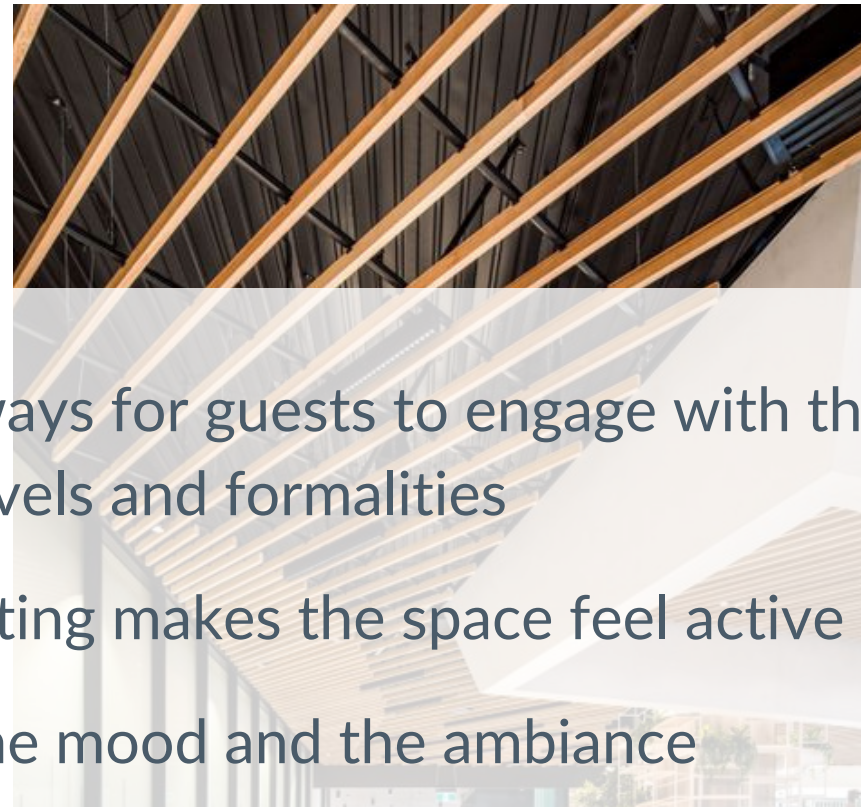
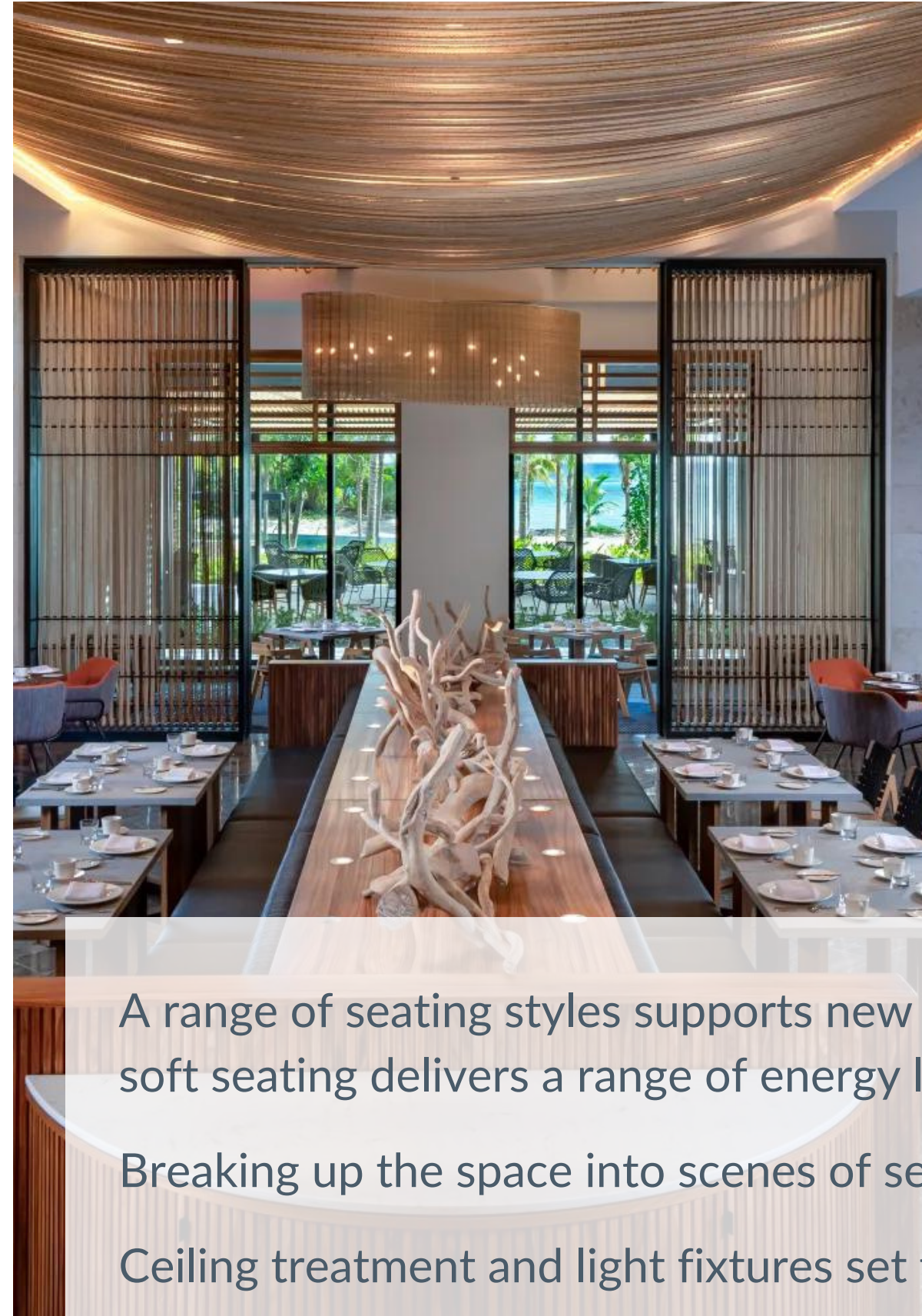
PALETTE



A beautiful, calming blend of materials and texture influenced by the flora, fauna & culture of the region.



FLEX-COMFORT SEATING, CEILING TREATMENT + PATIOS



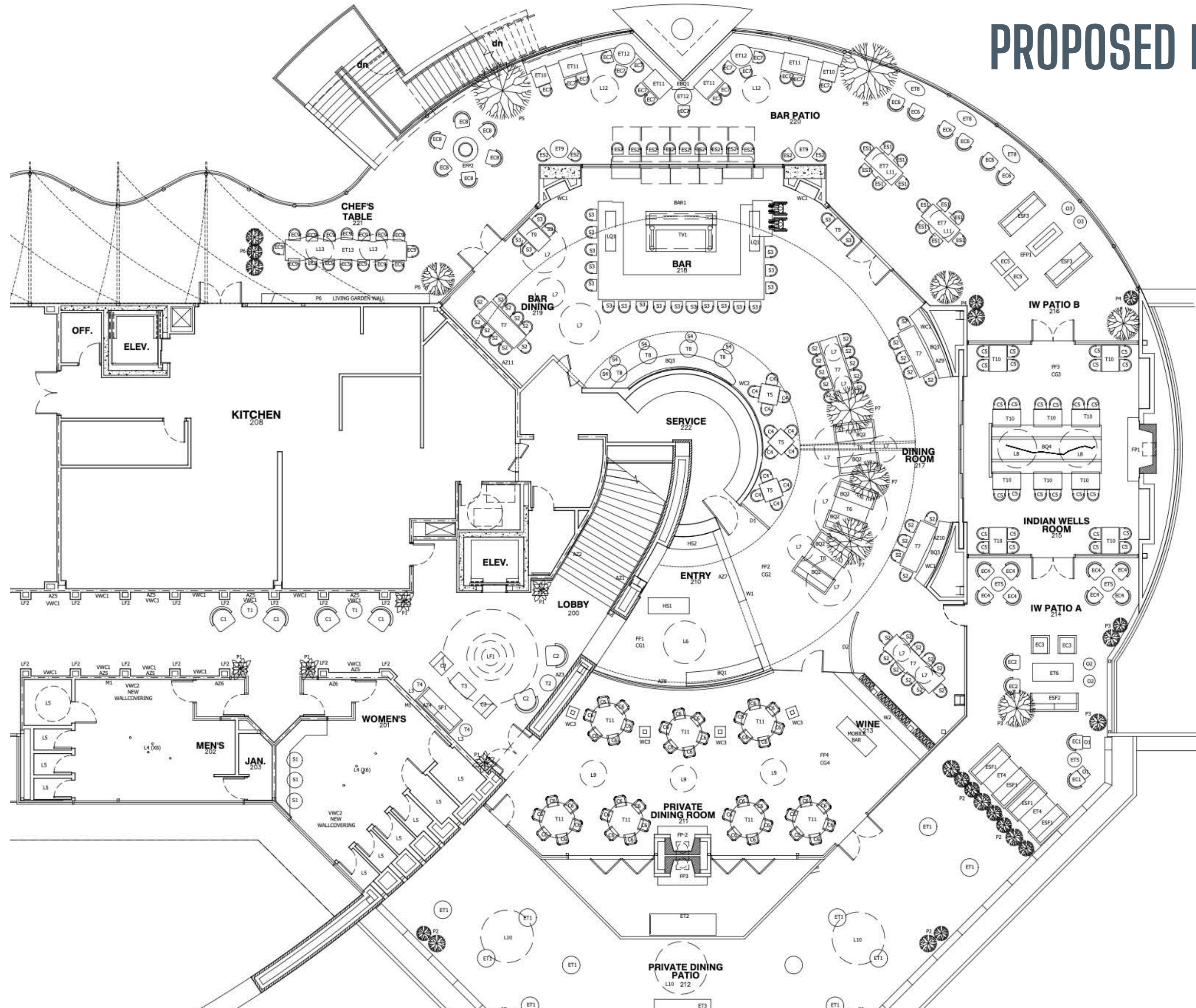
A range of seating styles supports new ways for guests to engage with the restaurant; dining, high and soft seating delivers a range of energy levels and formalities

Breaking up the space into scenes of seating makes the space feel active even at low levels of business

Ceiling treatment and light fixtures set the mood and the ambiance

Re-inspired Environment

PROPOSED FURNITURE PLAN



Re-inspired Environment

CONSTRUCTION BUDGET

Mirrors - Designer to specify these for the bathrooms (GC to supply and install)	\$	1,200
Exterior (This allowance is for (x2) new freestanding propane firepits) GC to determine if these can be gas. If yes, then GC to provide a budget for installing new gas lines (Designer to specify the firepit's only and GC to supply/install them)	\$	5,000
Decorative Light Fixture Allowance (Designer to specify only) GC to supply and install all fixtures)	\$	42,000
Focal Points/Artwork Allowance (Designer to specify and coordinate w/vendors) GC to coordinate any demo, prep work and to provide structural support as needed for hanging/installing pieces as needed	\$	34,700
Contingency	\$	10,000
FF&E TOTAL	\$	92,900

DEMO (Placeholder Only) GC to verify	\$	20,000
Construction Budget (Placeholder Only) This number should include everything in the scope as listed above plus any other costs not yet listed	\$	432,000
Construction/Permits/O&P (Placeholder Only) GC to verify	\$	100,000
Contingency	\$	65,000
CONSTRUCTION TOTAL	\$	617,000

GRAND TOTAL	\$	709,900
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CONSTRUCTION BUDGET + SCHEDULE

FURNITURE/OTHER BUDGET

Interior Furniture	\$	213,075
Exterior Furniture	\$	135,275
FF&E 9.35 % TAX	\$	38,000
FF&E SHIPPING ALLOWANCE 9%	\$	36,000
FF&E Warehousing/Onsite Storage Containers/FF&E Install	\$	15,000.00
Contingency	\$	20,000
FF&E TOTAL	\$	457,350

Design & Consultant Fees 8% of %1.5M+/- RealFood \$0k/Interiors \$70k/Architect \$10k/MEP \$15k/Lighting \$10k/Acoustics \$10k/AV \$5k/Misc. \$10k	\$	130,000
Graphics/Menus/Uniforms/Signage	\$	25,000
BOH/Smallwares/Equipment Changes	\$	175,000
Contingency	\$	65,000
OTHER TOTAL	\$	395,000

ADD ALT FF&E New Furniture at 1st Floor Lobby	\$	60,000
ADD ALT FF&E New Furniture at 1st Floor Patios	\$	15,000
ALT. TOTAL	\$	75,000

TOTAL \$	927,350
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TOTAL TARGET BUDGET RANGE \$1.5 - \$1.7+/-

PROPOSED CONSTRUCTION SCHEDULE TO BE DURING SUMMER 2024



STAFF RECRUITMENT, TRAINING + RETENTION

The renowned reputation of the restaurant and of Richard Blais enables us to handpick for exceptional talent and skills, Our leadership team inspires a dynamic environment that nurtures growth, celebrates creativity, and rewards dedication which fosters a strong and productive team. Culinaricians thrive under the direction and structure of Chef Blais' kitchen and together, they work diligently to leave an indelible mark on the local culinary landscape.

SERVICE + QUALITY STANDARDS

Our staff creates a welcoming atmosphere that instantly puts guests at ease; but don't let the approachability fool you – behind the scenes, our commitment to quality standards is the driving force of excellence. It's our attentive yet unobtrusive service that anticipates needs and the carefully curated menu that showcases the finest ingredients in every dish that sets the stage for every meal. From the warm hospitality starting at the door to the expertly crafted dishes that grace tables, every movement is meticulously executed within our "approachable sophistication" service model,

MANAGEMENT ENGAGEMENT

Troon's team of experts will maintain active oversight in all daily and strategic tasks and will continuously demonstrate our commitment to uphold and deliver on the dining philosophy, brand reputation, and financial performance objectives agreed upon by all parties. Our transparent and insightful approach to building and sustaining strong partnerships across the F+B department and Club, will continue to position Indian Wells Golf Resort as the destination of choice for dining and golf.

10-YEAR PRO FORMA ASSUMPTIONS

1. The 2023-2024 budget is the baseline year.
2. Revenue streams are extended using modest year over year % increases, except for covers (which spike in Y1, and with the moderate case, also in Y2).
3. Costs are extended using modest year over year % increases that consider some inflationary pressures over the next 2-3 years.
4. Cover counts see a considerable lift in Y1, post construction, at 30% more lunch covers and 40% more dinner covers.
5. In the moderate model only, an additional 5% and 10% in covers are expected in Y2. Cover counts normalize after that.
6. YOY pricing is modest – we want the concept to be approachable and affordable.
7. Construction is slated for June – August 2024.
8. Estimated construction price including FF&E is closer to \$2M.
9. In the moderate model, utilities are scaled back by \$260K to reflect the benefit of solar.
10. In the moderate model, some efficiencies in F&B payroll are assumed, scaling back the COL to 40% (Blais affect attracts and retains a highly efficient work force).

10-YEAR PRO FORMA

Indian Wells 10-Year Pro Forma									
		Conservative Pro Forma				Moderate Pro Forma			
	2024 Budget	FY 2025	Variance	FY 2026	Variance	FY 2025	Variance	FY 2026	Variance
Vue Restaurant Covers	65,589	88,278	35%	89,161	1%	88,278	35%	94,801	7%
Outlet Covers	76,507	77,272	1%	78,045	1%	77,272	1%	78,045	1%
Banquet Covers	19,125	19,508	2%	19,898	2%	19,508	2%	19,898	2%
Total Covers	161,221	185,058	15%	187,104	1%	185,058	15%	192,744	4%
Vue Restaurant Food Sales	\$ 1,962,732.00	\$ 2,720,956.96	39%	\$ 2,830,611.52	4%	\$ 2,720,956.96	39%	\$ 3,009,666.15	11%
Outlet Food Sales	\$ 413,137.00	\$ 429,786.42	4%	\$ 447,106.81	4%	\$ 429,786.42	4%	\$ 447,106.81	4%
Banquet Food Sales	\$ 1,342,807.00	\$ 1,410,753.03	5%	\$ 1,482,137.14	5%	\$ 1,410,753.03	5%	\$ 1,482,137.14	5%
F&B Total Revenue	\$ 7,765,632.00	\$ 9,106,847.64	17%	\$ 9,481,450.10	4%	\$ 9,106,847.64	17%	\$ 9,750,712.69	7%
F&B COS	\$ 2,059,309.00	\$ 2,447,778.18	19%	\$ 2,550,314.95	4%	\$ 2,447,778.18	19%	\$ 2,629,888.55	7%
F&B COS %	27%	27%		27%		27%		27%	
F&B COL	\$ 3,272,516.00	\$ 3,662,514.78	12%	\$ 3,782,244.34	3%	\$ 3,541,156.99	8%	\$ 3,723,709.30	5%
F&B COL %	42%	40%		40%		39%		38%	
F&B NOI %	19%	20%		21%		22%		23%	



REFRESHED BRAND IDENTITY TO ELEVATE IWGR

The restaurant will be repositioned to establish a reinvigorated public-facing brand, elevating the perception of and engagement with F&B, but also the overall IWGR experience.

The brand reactivation includes:

- Restaurant Name
- Visual Look and Feel (logos, color palettes and typography selections)
- Content and Messaging (both visual and written)
- Experiential Touchpoints (signature elements, style of hospitality, and communications)

How the Ember & Rye Brand sounds:

VIBRANT & REFRESHING
RELATABLE & WARM
CLEVER & CREATIVE
CONFIDENT & COMPETENT





A LOOK INTO THE FUTURE...

- \$10M in Revenues
- "Best of Coachella Valley"
- 5-star Customer Reviews
- Residents' favorite place to dine, drink and gather time and time again
- Press says, "A must-visit restaurant for anyone looking for a unique dining experience in Indian Wells, California"



THANK YOU

**Illustrations and images in this presentation sourced from other Richard Blais concepts, stock photography sites and other inspirational resources*





INDIAN WELLS CITY COUNCIL October 19, 2023

To: City Council
From: Public Works Department
Prepared by: Ken Seumalo, Public Works Director
Subject: **Indian Wells Lane Monument Sign Replacement**

RECOMMENDED ACTION:

Council **DISCUSSES** and **PROVIDES** direction regarding the design of the Indian Wells Monument Sign located at the intersection of Indian Wells Lane and Highway 111.

BACKGROUND:

On September 20, 2021, the Indian Wells Golf Resort monument sign located at the intersection of Indian Wells Lane and Highway 111 sustained significant damage in a car accident. Staff filed a claim with the California Joint Power's Insurance Association (CJPIA) who paid the City the estimated sign value of \$90,000. This dollar amount was based on the original project sign value, but it did not cover the cost to rebuild the sign in today's dollars. Because of the funding deficiency, Staff took the opportunity to explore the modification of the original sign and allow for flexibility to make changes and add any future changes to the Golf Resort on the new sign.

Staff received concerns regarding the delay in replacing the damaged sign. It was Staff's intention to mitigate some of the increase in sign construction costs by combining the construction of the new sign with the repaving of the parking lot at the Indian Wells Golf Resort (IWGR), paving of Indian Wells Lane, installation of new plants along Indian Wells Lane and the fountain area, and installation of wayfinding pavement markings.

The Council approved combining these capital projects as part of the City's Biannual 2023-2025 Operating and Capital Improvement Project budget. These improvements are currently in the design phase and will be ready for construction at the end of the Fiscal Year 2023-24. The technique of combining projects has been a successful money saving method in Indian Wells. For example, the sidewalk installation around Indian Wells Lane and updating the Walk of Honor into one larger project saved the City thousands of dollars in construction costs by combining these projects.

Staff are providing an exhibit of the original monument sign as well as a rendering of the replacement sign including minor modifications. Staff are requesting Council review the renderings and provide direction regarding the sign's design.

DISCUSSION:

During the design of the replacement sign, staff provided direction to make small modifications to the proposed sign to provide greater visibility of the wording on the sign and provide greater flexibility to replace wording on the sign for any future name changes to the restaurant. A copy of the proposed replacement sign is attached.

Best Signs, who is designing the replacement sign, also indicated that if the City wished to make any changes to the sign, this was time to do so. Best Signs provided additional examples of signs that could be utilized as an alternative to the replacement sign. Those examples are attached.

A couple of weeks ago, the design for the replacement sign and the examples were shared with the City Council, noting that City staff was moving forward with the replacement sign, unless a Council Member wished to discuss alternative signage at an upcoming City Council meeting. Mayor Griffith requested a discussion on this matter at an upcoming City Council meeting.

Staff also shared renderings of the new signage being constructed at the new Tommy Bahama's Miramonte Resort, which is located across the street from the Indian Wells Lane signage.

OPTIONS:

The City Council has the following options:

1. Approve replacement of sign originally designed.
2. Instruct staff to develop additional replacement sign designs for future consideration.
3. Provide alternative direction.

FISCAL IMPACT:

The approved budget provides sufficient funds to pay for the cost of design and reconstruction of the IWGR parking lot, Indian Wells Lane, landscape improvements, and the construction of the monument sign in its original design concept. Any modification to the sign will likely require Staff to provide Council with an updated funding request.



INDIAN WELLS CITY COUNCIL

October 19, 2023

To: City Council
From: City Manager Department
Prepared by: Chris Freeland, City Manager
Subject: **Councilmember Dana Reed's Request to Place a Discussion Item on a Future City Council Agenda**

RECOMMENDED ACTIONS:

Council **DISCUSSES** and provides **DIRECTION** on Council Member Dana Reed's request to place a discussion item on a future City Council agenda.

BACKGROUND:

The Indian Wells City Council has adopted a City Council Policy Manual detailing the rules of order, policies, and procedures by which the Council shall conduct business and activities. These policies and procedures were established so that expectations and practices can be clearly articulated to guide Council Members in their actions.

Section 3.01.030 of the Indian Wells City Council Policy Manual addresses procedures for a Council Member placing an item on the City Council agenda for Council discussion.

A Council Member may request an item be considered on a future agenda, verbally during a City Council meeting or by informing the City Manager. The request shall be submitted wherever reasonably possible at least 14 calendar days in advance of a Council meeting. The item will be agendaized at the next regularly scheduled meeting for consideration by the Council under the Council Reports section of the agenda with the initiating Council Member's name.

Section 2.03.060 of the Indian Wells City Council Policy Manual addresses Council's non-participation in administration of the City:

To uphold the integrity of the Council-Manager form of government and to provide proper checks and balances, Members of the Council shall refrain from becoming directly involved in the administrative affairs of the City, which includes the Indian Wells Golf Resort, unless directed by a majority of the Council to participate in a specific policy or project.

DISCUSSION:

On September 11th Councilmember Ty Peabody submitted a memorandum requesting updates on various city projects and programs. On September 17th City Manager Chris Freeland provided Councilmember Peabody and the entire City Council an update to Councilmember Peabody's September 11th memorandum.

On September 30th Councilmember Peabody submitted a new memorandum following up on his original September 11th memorandum seeking additional information on the administration of various Public Works projects. Councilmember Dana Reed expressed his concerns with this memorandum, which he believes to be a violation of the non-participation rule in Section 2.03.060. Councilmember Reed has requested this alleged violation be agendaized for discussion by the City Council. A copy of Councilmember Peabody's memorandums, City Manager Freeland's email, and Councilmember Reed's email are attached.

ATTACHMENTS:

1. Councilmember Peabody Memo Dated September 11, 2023
2. City Manager Freeland Email Dated September 17, 2023
3. Councilmember Peabody Memo Dated September 30, 2023
4. Councilmember Reed Email Dated October 5, 2023

To: Chris Freeland
From: Ty Peabody
Date: September 11, 2023
RE: Update on City Issues

Chris,

Valerie and I are leaving for Hawaii on Tuesday, September 12, and will return on September 23. Between now and then, I would like you to provide myself and the other Council members with an update regarding the following issues:

- Fairway Grille – I asked you for sales numbers by day since the Fairway Grille reopened. Please get these numbers.
- It has been over 14 months and the construction (landscaping) has not been finished at the area opposite the first tee on Celebrity – status to complete.
- It will be 12 months since the solar project was completed and it still does not work causing the City to lose an estimated \$600,000 – are we suing or have we got a date to have the solar operational?
- What is the status on completing the Fairway Park?
- Why has the City not installed a temporary sidewalk in front of Vintage on Fairway? It has been over 3 years since the project was approved.
- Signage at Indian Wells Lane – it has been over a year and the installation of a new sign has not been completed. Excuses and further delays are unacceptable.
- Please provide a status report on air conditioning issues and solar issues:
 - What has been discovered?
 - Action plan to complete
 - Cost to complete both projects
- Any recommendations on public safety savings?
- Any discussion on possible sales tax increase?
- Status on discussion on reimplementing Architectural Committee?
- List of Ad Hoc Committees and who are on these committees – status report on issues and discussions.
- Balance left on \$15M bond.
- Update on safe streets.
- Status on Parson's case.
- For October agenda, I would like a discussion concerning redesign of proposed affordable housing plan for Highway 111.

Please be prepared to respond to these issues by September 23.

Chris Freeland

From: Chris Freeland
Sent: Sunday, September 17, 2023 12:00 PM
To: Department Heads
Cc: Todd Leishman (BBK Law)
Subject: Peabody Memo of 9-11-23
Attachments: Councilmember Peabody Memo of September 11, 2023.pdf

Mayor and City Council,

Councilmember Peabody submitted the following memo to me prior to his departure for Hawaii. Here are the responses. This did not require more than 2 of hours of my time to prepare this.

Have a great weekend,

Chris

1. Fairway Grill Numbers-Yes the Fairway Grill was re-opened on weekends in August. Data have been received by IWGR and will be sent to Council in a separate email.
2. Construction of area around Celebrity Hole #1. When the extra storage was created for the pavilion, areas around the storage facility were not put back to their original condition. We will work on that. I believe during the transition this was dropped from everyone's radar. City and IWGR staff will regroup to get completed.
3. Solar Project continues to face supply issues. Our third party consultant says that the industry is beginning to see relief and remains optimistic. Sitelociq, the contractor, has not been as optimistic. Public Works met with Sitelociq this week and is requesting a more thorough update. I too reached out to management and told them we need solutions. PW staff has denied change orders and payments until we resolve all issues. As we shared with Council, it is hard to seek damages/sue if we don't know what the told damages are. Please let me know if you wish to discuss a possible Closed Session on the matter. Will keep you and the City Attorney in the loop as we get updates.
4. Fairway Park will have a Ground Breaking/Dedication on November 15th. Delayed due to supply issues for electrical components. Will have a Grand Opening once we have better information on the arrival of all equipment.
5. The path along Vintage and Fairway was approved in this year's budget. The item from three years ago was for design work and not construction of a path. Public Works was instructed and is working on a temporary sidewalk along with Eldorado. I will ask Public Works to provide an update in an upcoming Friday memo.
6. Signage on IW Lane-This has been answered before. Council approved funding for this fiscal year. Project is part of a larger pavement and signage for the IWGR and hotel partners (painted logos on asphalt). The project is in design. New sign will include ability to add language should Council change the Vue's name.

Please note that Public Works is overwhelmed right now. Prior to any storm damage recovery, PW spends significant amount of time completing several capital projects (e.g., streets) over the summer to reduce the impact on residents. Their workload was further increased with Winn's lack of attention to the two affordable housing properties and pulling PW staff to assist. Yes there have been delays that were unforeseen and PW staff is working as quickly on the various PW projects.

7. Solar Units at IW Villas-WIFI working and awaiting report from Renova on needs. Until full assessment is done, we do not know what needs to be repaired. Will report back to Council once we know on actions and costs. AC units are currently being replaced and repaired as needed. Will ask PW for an update.

8. Update on public safety savings-I will ask Public Safety Committee to respond.

9. Update on possible sales tax measure-I will ask Finance Committee to respond.

10. Discussion on reimplementing Architectural Committee-I will ask Council Ad-Hoc on Committee and Commissions to respond. They recently finished their meetings with Planning Commission on this matter.

11. List of Ad hoc Committees-I believe these are the various Council Ad hoc Committees working on various issues:

-City Committees/Commissions (Griffith/Whitman)-Still meeting with the various resident committees and will report when completed.

-Governance (Reed/Whitman)-has not met, but does have a meeting schedule.

-Measure J (Sanders/Whitman)-has met with City Attorney and will be bringing back items for discussion in October/November.

-Golf (Griffith/Sanders)-In active since previous Council report.

12. Balance left on \$15 million bond-Will have Kevin provide an update to all of Council.

13. Status of Parsons-City Attorney to provide update in Closed Session on October 12.

14. Safe Streets-Public Works has hired a consultant to assist with community engagement to begin in October/November. This work being done with grant to review safety of entire city. Will ask PW to provide any further updates.

15. Affordable housing on Hwy 111-As previously shared. The design for the channel is not complete. It is premature to redesign the project on Hwy 111 until a design is finalized. Genton just closed on the Brixton site and is motivated to move the project forward. It will take a minimum of a few months to complete the design. Recommend we wait until 2024 to discuss. If you wish to agendaize it would come back at a Housing Authority meeting. Perhaps at Strategic Planning in early 2024?

Hope this update is helpful. Those outstanding items from Ken and Kevin will be provided to Council when I return from Sacramento.

Chris



Chris Freeland
City Manager

44-950 Eldorado Drive
Indian Wells, California 92210-7497
www.IndianWells.com
cfreeland@IndianWells.com
V (760) 346-2489

To: Chris Freeland

'23 10-05 AM 09:12

 From: Ty Peabody

Date: September 30, 2023

I will only respond to certain sections of your response to my memo dated September 11, 2023. My overall take away from your response is that there is a lack of sense of urgency to complete specific projects:

- Solar Project – no further along on this issue than months ago – no actions apparently taken against SiteLogic. Not even a legal letter of a failure to perform.
- Allowing construction area adjacent to tee on Celebrity One not put back to original condition. This certainly does not meet a “first class operation” standard. Immediate action should be taken.
- Signage IW Lane – It doesn’t take over 1 ½ years to design and install a sign. Tommy Bahamas’s sign is being installed now not 1 ½ years later. I have been responsible for over 600 signs installed over my career. Never took this long!!
- Path Fairway and Vintage – The failure to do this project by now is inexcusable. It was approved years ago and even Greg Sanders at one meeting recently said get the project completed. It doesn’t even require design work. What it does take is a sense of urgency and following Council’s direction. How could the sidewalk at Vicky’s get done before Fairway? The area in front of the Vintage does not reflect well on the City. Take a look at Eldorado’s area and how well maintained it is.
- Finally, I still do not have the following:
 - o Sales/revenue Fairway Grille (August and September)
 - o Balance left on band and what is City’s intention with balance

Chris Freeland

From: Dana Reed
Sent: Thursday, October 5, 2023 5:23 PM
To: Donna Griffith; Chris Freeland
Cc: Todd Leishman (BBK Law)
Subject: Council Member Peabody Memo

Mayor Griffith & Chris:

Earlier today we received a copy of a memo from Council Member Peabody addressed to City Manager Chris Freeland lamenting an alleged “...lack of urgency to complete specific projects.”

I am troubled by Council Member Peabody’s habit of involving himself in administrative decisions properly made by our City Manager and his staff.

For example, he expresses displeasure that no “legal letter” has been sent to SitelogicIQ for its failure to install specialized solar equipment which city staff has determined is simply not available to anyone at this time. Absent a Council policy determination, the decision to send or not send a letter, and when to do so, is clearly an administrative decision to be made by the City Manager after consulting the City Attorney. If Council Member Peabody wants a letter sent, he should place the matter on a Council agenda where we can decide.

Council Member Peabody then complains that the construction area adjacent to Celebrity One has not yet been returned to its original condition. Again, when and how to handle this situation is clearly an administrative decision, not the purview of a single Council Member.

Next, he is flummoxed because the signage on IW Lane has not been completed. He implies that best practices concerning the awarding of public contracts give way to his decades of installing signs for the private sector. Again, unless the City Council wishes to intervene, this is not a policy decision, it is a combination of administrative action and state law.

He claims it is “inexcusable” that his favorite project, a pathway on Fairway Drive, has not been completed to his liking. Again, absent a Council vote to the contrary, the timeline for completing projects is an administrative decision. The mere fact that Council Member Peabody is personally enamored with this project is not sufficient to cause it to leapfrog over other worthwhile projects in the city.

He continues to demand financial information, in excruciating detail, about sales at The Vue. The fact that he has a familial interest in a competing restaurant makes this demand for detail even more troubling.

Section 2.03.060 of the city’s Policy Manual states as follows:

To uphold the integrity of the Council-Manager form of government and to provide proper checks and balances, Members of the Council shall refrain from becoming directly involved in the administrative affairs of the City, which includes the Indian Wells Golf Resort, unless directed by a majority of the Council to participate in a specific policy or project.

I acknowledge, pursuant to the policy section cited above, Council Member Peabody’s actions are proper, if he is directed to do so by a majority of the Council.

Accordingly, please consider this email the required 14 day notice requesting that this matter be placed on the agenda at the October 19, 2023 meeting of the City Council where we can discuss this issue and vote whether or not to authorize Council Member Peabody to continue to be directly involved in these administrative matters.

Sincerely,

Dana Reed

bcc: City Council



Dana W. Reed
Councilmember

44-950 Eldorado Drive
Indian Wells, California 92210-7497
www.IndianWells.com
dreed@IndianWells.com
V (760) 346-2489 C (213) 880-9350

The views expressed in this email are those of the sender alone, acting and communicating individually.

They do not necessarily represent the official views of the City of Indian Wells.