



# CITY COUNCIL Meeting Agenda

Thursday, October 24, 2024

1:30 PM

City Hall Council Chamber

44950 Eldorado Drive, Indian Wells, CA 92210

*Welcome to a meeting of the Indian Wells City Council.*

**Live Stream:** *Regular meetings held in the City Hall Council Chamber are streamed live. You can watch the meeting on any device or computer. Members of the public who wish to listen or watch the meeting may access the livestream during the regular meetings. [LIVE STREAM CLICK HERE.](#)*

**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. If you are unable to provide comments during meeting, written comments on agenda or non-agenda items or both, may be submitted at [CityClerk@indianwells.com](mailto:CityClerk@indianwells.com) an hour prior to the start of the meeting.*

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

**B. APPROVAL OF THE FINAL AGENDA**

**C. PROCLAMATIONS AND PRESENTATIONS**

- C.1 Proclamation Recognizing the Month of October 2024 as "Fire Prevention and Mini Muster" Month in the City of Indian Wells
- C.2 Riverside County Fire Update by Battalion Chief Matthew Kotz
- C.3 Riverside County Sheriff Update by Indian Wells Lieutenant David Wright
- C.4 Grand Hyatt Indian Wells Resort Update by General Manager Dan Johnson
- C.5 2025 Dr. George Charity Car Show Presentation by Vice President of Palm Springs Cruisin' Association Craig Korthase
- C.6 Indian Wells Capital Improvement Project Update by Assistant Public Works Manager Dina Purvis

**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 Extension of Exclusive Negotiation Agreements with Abode Communities and Summit Development for Affordable Housing Development in Indian Wells** 9

**RECOMMENDED ACTIONS:**

Council **AUTHORIZES** and **DIRECTS** the City Attorney to prepare and the City Manager to execute a 120-day extension to the exclusive-negotiation agreements with Adobe Communities and Summit Developers (Genton Developers) regarding potential development of an affordable housing project in the City of Indian Wells; and

**FINDS** the action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines because it has no potential to result in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (14 CCR 15061(b)(3).)

- G.2 Update on the City Council Strategic Planning Goals of 2024** 12

**RECOMMENDED ACTIONS:**

Council **RECEIVES** and **FILES** the update on the City Council Strategic Planning Goals of 2024; and

**FINDS** the action exempt from CEQA review under CEQA Guidelines section 15061(b)(3).

**G.3 Resolution Amending the Conflict-of-Interest Code of the City of Indian Wells Pursuant to the Political Reform Act of 1974 20**

**RECOMMENDED ACTIONS:**

Council **ADOPTS** and **APPROVES** to amend the Conflict-of-Interest Code of the City of Indian Wells pursuant to the Political Reform Act, section 87303; and

**FINDS** the action exempt from CEQA review under CEQA Guidelines section 15061(b)(3).

**G.4 Sponsorship Request Benefiting the Joslyn Senior Center 31**

**RECOMMENDED ACTIONS:**

Council **APPROVES** sponsorship request in the amount of \$1,000 for the Joslyn Center Season Kickoff event held on November 1, 2024, at the William Cody Petrie House in Indian Wells; and

**AUTHORIZES** the attendance of Council Members at the event; and

**FINDS** the action exempt from CEQA review under CEQA Guidelines section 15061(b)(3).

**G.5 Council Member Attendance at 2025 Events 34**

**RECOMMENDED ACTIONS:**

Council **PRE-APPROVES** the attendance of Councilmembers to attend the Passion of Excellence on January 28, 2025, and Wild at Heart Gala on February 22, 2025 as identified in the staff report; and

**FINDS** the action exempt from CEQA review under CEQA Guidelines section 15061(b)(3).

**G.6 Safer Streets Public Engagement Process to be Facilitated through Planning Commission Special Meetings 36**

**RECOMMENDED ACTIONS:**

Council **APPROVES** the City's Public Engagement process for the Safer Streets Project to be facilitated through special meetings of the Planning Commission; and

**FINDS** the project to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA) as not a project pursuant to Section 15378.

**H. PUBLIC HEARINGS**

*No public hearings.*

**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 Tourism and Marketing Program for FY 2024-2025 38**

**RECOMMENDED ACTIONS:**

Council **RECIEVES** and **FILES** the Tourism and Marketing Plan Presentation for FY 2024-2025; and

**FINDS** the action exempt from California Environmental Quality Act (CEQA) review under Guidelines section 15061(b)(3).

**I.2 Ordinance Amending Chapter 21.32 Relating to Time-Share Provisions of the Municipal Code**

59

**RECOMMENDED ACTIONS:**

Council **ADOPTS** ordinance adding Chapter 21.32 "Time-Share Uses" and deleting Section 21.04.090 from Title 21 of the Indian Wells Municipal Code reinforcing the City's prohibition against time-share uses within the City; and

**FINDS** the action to be exempt from the provisions of the California Environmental Quality Act ("CEQA") under state CEQA Guidelines sections 15060(c)(2), 15060(c)(3), and 15061(b)(3).

**-Or-**

If the Council wants to consider "grandfathering" the two existing Pacaso timeshare properties — **DIRECTS** staff and the city attorney to prepare a revised draft ordinance for the council to consider at a future meeting.

**I.3 Award of Bid for Redesign of the Players Course at the Indian Wells Golf Resort**

83

**RECOMMENDED ACTIONS:**

Council **AUTHORIZES** the supplemental appropriation of \$12,000,000 to Troon to complete the redesign of the Player's Course; and

**AUTHORIZES** the supplemental appropriation of \$1,500,000 to Troon to complete a Fire Access Road, utilizing County Structural Fire Tax Credits; and

**AUTHORIZES** the City Attorney to prepare an addendum to the Troon Management Agreement permitting Troon to serve as project manager for this capital improvement project; and

**ADOPTS** Resolution approving an Addendum to the City's General Plan Final Environmental Impact Report per Section 15164(a) of the California Environmental Quality Act (CEQA) Guidelines and directing staff to file the Notice of Determination.

**J. COUNCIL MEMBER'S REPORTS AND 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.

**J.1 COUNCIL MEMBER GRIFFITH**

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

**J.2 COUNCIL MEMBER REED**

California Joint Powers Insurance Authority  
CVAG Transportation Committee  
Indian Wells Marketing Committee  
Riverside County Transportation Commission  
Southern California Association of Governments

**J.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

**J.4 MAYOR PRO TEM WHITMAN**

Coachella Valley Economic Partnership  
Coachella Valley Mountains Conservancy  
CVAG Public Safety Committee  
Desert Sands Unified School District  
Indian Wells Personnel Committee  
Indian Wells Public Safety  
Indian Wells Tee Committee

**J.5 MAYOR SANDERS**

Cove Communities Services Commission  
CVAG Executive Committee  
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  
Visit Greater Palm Springs

**K. ADJOURNMENT**

To a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on November 7, 2024 in the City Hall Council Chamber.

Affidavit of Posting,

I, Angelica Avila, certify that on October 18, 2024 I caused to be posted a notice of a City Council Meeting to be held on October 24, 2024 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](http://www.cityofindianwells.org)]

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Angelica Avila, MMC, City Clerk



**INDIAN WELLS CITY COUNCIL**  
**October 24, 2024**

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**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Christopher Freeland, City Manager  
**Subject:** **Extension of Exclusive Negotiation Agreements with Abode Communities and Summit Development for Affordable Housing Development in Indian Wells**

**RECOMMENDED ACTIONS:**

Council **AUTHORIZES** and **DIRECTS** the City Attorney to prepare and the City Manager to execute a 120-day extension to the exclusive-negotiation agreements with Adobe Communities and Summit Developers (Genton Developers) regarding potential development of an affordable housing project in the City of Indian Wells; and

**FINDS** the action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines because it has no potential to result in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (14 CCR 15061(b)(3).)

**BACKGROUND:**

Government Code section 65302(c) mandates that cities adequately plan, through a Council-adopted Housing Element, for their existing and projected housing needs, including its share of the regional housing need allocation ("RHNA"). The City of Indian Wells has been assigned an allocation of 382 new housing units as its share of the RHNA in Southern California for the 6<sup>th</sup> Housing Element cycle (2021–2029). This includes 117 very-low-income units, 81 low-income units, 91 moderate-income units, and 93 above-moderate-income units. The City's current Housing Element has been adopted by the City Council and certified by the State Department of Housing and Community Development.

The City's adopted Housing Element includes a program to rezone the vacant 34-acre parcel at the northeast corner of Miles Avenue and Warner Trail. This site is identified as an inventory site in the City's Housing Element to accommodate additional affordable housing units on 8 to 10 acres of the site to help satisfy the City's RHNA requirements.

The City is in the process of acquiring this parcel for affordable housing, park, recreation, open space, and associated parking.

Summit Developers (a.k.a. Genton Development) has submitted a preliminary application for the development of a wellness resort hotel consisting of a wellness sanctuary, hotel rooms, condominiums, detached bungalows, and luxury villas on the vacant 15-acre property located at the northwest corner of Highway 111 and Miles Avenue. This project will generate hundreds of new employment positions within the City and Summit desires to develop a workforce-housing project as an incentive to attract and retain staff for its new resort and wellness center.

In 2020, the City entered into an exclusive-negotiation agreement ("ENA")<sup>1</sup> with Abode Communities for the development of affordable housing on another property elsewhere in the community. Development of that property project has been delayed due to infrastructure needs in the Whitewater Channel. Abode Communities was previously selected by the City after a competitive Request for Proposals process. Abode Communities has been in business for over 50 years, producing more than 45 affordable housing developments with approximately 3,000 units.

## **DISCUSSION:**

At the June 20, 2024, City Council meeting, the City authorized ENAs with Summit Developers and Abode Communities to facilitate discussions on the potential development of workforce housing on the vacant parcel at the northeast corner of Miles Avenue and Warner Trail. This will afford both potential developers the opportunity to conduct the necessary studies of the property and develop initial designs of workforce housing, park, recreation, open space, and associated parking. This in turn will provide the City with competitive options for ultimately selecting the final developer or developers to develop the site. It is important to note that this site has been identified as having Native American artifacts and will require additional site investigations and consultation with the affected tribe to determine the extent of developable area.

The initial term of the ENA was 120-days, which expires in November 2024. Staff is recommending a 120-day extension to both ENAs to afford Summit and Abode additional time to conduct their due diligence, including site review for Native American artifacts. There is a court hearing in November, which may provide the city the needed opportunity to gain access to the site for additional analysis of site conditions.

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<sup>1</sup> An ENA is legal document utilized by the City to provide parties the opportunity to discuss a potential project with specific developers who have expressed a willingness to work together on a potential development. It is not a development approval. Nor is it a promise to approve any project in the future.



Residents and other stakeholders will have ample opportunity to comment on any development at future community meetings. It is also important to note that entering into an ENA does not commit the City to do a development with Summit Developers or with Abode Communities.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

This action has been assessed in accordance with the authority and criteria contained in CEQA, the state and local CEQA Guidelines, and the environmental regulations of the City. The City, acting as Lead Agency, has determined the action is not a project within the meaning of Section 15378 of the State of CEQA Guidelines, because it has no potential to result in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (14 CCR 15061(b)(3).) Any future development of the site will be subject to the appropriate CEQA analysis and mitigation.



# INDIAN WELLS CITY COUNCIL

## October 24, 2024

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Christopher Freeland, City Manager  
**Subject:** **Update on the City Council Strategic Planning Goals of 2024**

**RECOMMENDED ACTIONS:**

Council **RECEIVES** and **FILES** the update on the City Council Strategic Planning Goals of 2024; and

**FINDS** the action exempt from CEQA review under CEQA Guidelines section 15061(b)(3).

**BACKGROUND:**

On April 2, 2024, the City Council conducted its Annual Strategic Planning Session to establish goals for the City of Indian Wells for the coming year. The goals discussed encompassed City, Indian Wells Golf Resort (IWGR), and Housing Authority priorities.

Cities undertake strategic planning to help an organization determine where it is going over the next year or more, how it is going to get there, and how it will know if it got there or not. This is the City's "Game Plan." The focus of a strategic plan is to outline the goals of the City Council for the entire community/organization with the following benefits in mind:

- Formally adopted City Council Goals provide official direction to plan and organize resources to ensure their completion.
- The strategic plan is used to identify funding priorities for inclusion in the City's budget.
- A better understanding by citizens and staff of the City Council's plans as a single governing body for the future of the City of Indian Wells.
- Goals are established to meet the changing needs of the community.
- City staff are more focused and effective in addressing City Council priorities.
- City staff are more accountable to the City Council for achieving City Council Goals.

Recently, the Council updated the City Council Policy Manual requesting a review of Council Goals more frequently than on a yearly basis. This report satisfies that requirement.

## **DISCUSSION:**

At the March 7, 2024, City Council meeting, staff provide a written update on the 2023 City Council Strategic Goals. Many of the goals established in 2023 were completed, however, some items rolled over to 2024. At the May 16, 2024, City Council meeting, staff provided a written report summarizing the 2024 City Council Strategic Planning Session and Goals for 2024.

This report provides an update to the 2024 City Council Strategic Goals and those goals from 2023 that rolled over. Staff are pleased with the progress that has been made towards these goals, with many of them being completed in the last several months.

### **City Council Fiscal Policies:**

1. Continue the Council Policy of reserving \$2 million annually for long-term capital replacements. (Completed)
  - Adopted with the Fiscal Year 2023-2025 Mid-Budget update in 2024.
2. Continue the Council Policy of maintaining a fully funded pension program. (Completed)
  - Adopted with the Fiscal Year 2023-2025 Mid-Budget update in 2024.
  - The City Council also adopted a policy at its September 5, 2024, City Council meeting to maintain a fully funded pension plan. The council also adopted a General Fund Reserve policy.
3. Bring forward the implementation of the citywide operational Community Facilities District. (Completed)
  - Operational Community Facilities District to fund future public safety costs approved by the City Council in June 2024.
4. Examine and develop recommendations to address the declining Housing Authority fund balance. (In Progress)
  - Staff will continue to develop recommendations to address the declining Housing Authority fund balance for discussion at the 2025 City Council Strategic Planning Session.
5. Examine a new revenue measure designed to diversify revenue streams and provide a dedicated funding source to address future funding needs of the City (e.g., public safety cost increases). (On Hold)

- City Council considered a ballot measure to add a consumer price index increase to the fire tax. After polling the potential measure, Council decided to not move forward with a ballot measure.
- The Finance Committee discussed and recommended delaying any new revenue measure until new public safety cost increases were known. Contracts with Riverside County Sheriff and CalFire are expected to increase significantly over the next few years.

**Capital Improvement Program Update:**

A part of the annual budget review is the development of a Capital Improvement Program (CIP), which is the City’s comprehensive multi-year plan for the development of the City’s capital facilities, improvements, and maintenance. Capital improvement projects include the construction, acquisition, expansion, rehabilitation, or non-routine maintenance work that exceeds \$5,000 and results in the creation or preservation of a City capital asset.

1. Advancement of Capital Improvement Projects. (In Progress)

- The Council approved advancing numerous infrastructure projects that are currently in design (e.g., residential street resurfacing and repair, paver replacement, sidewalk improvements, safer streets program).

2. Maintain and add healthy, vibrant, and water conscience landscaping citywide. (In Progress)

- Council approved landscape standard for the community to provide opportunities to promote drought tolerant landscaping, while maintaining Indian Wells’ brand of lush landscaping. Staff developing concepts for improving Highway 111 landscaping, including Palm Tree replacement.

**Provide Responsive, Innovative, and Efficient Public Safety:**

1. Examine opportunities for the Sheriff’s Department and Public Works to address further speeding in the community. (In Progress)

- The Sheriff’s Department has increased traffic enforcement in the community through specialized and targeted enforcement. Additional work being done by Public Works as part of the safe streets’ initiative in the community.
- Fairway Drive speeds were reduced with the addition of Fairway Park.

**Tourism:**

1. Evaluate the partnership with Acrisure Arena and suggest revisions to the media plan to maximize the city as the official city partner of the arena. (In Progress)

- Council approved the continuation of the partnership with Acrisure Arena and to focus marketing efforts to promoting Indian Wells as a tourism destination, with emphasis on increasing visitors to local hotels and businesses. Much of the advertisement in 2024-2025 will focus on IWGR and Kestrel.

### **Sustainable Community:**

In 2021, the city began an initiative to be more energy efficient, promote recycling (e.g., organic waste, mulch, etc.), and water conservation.

1. Monitor the completion of the Energy Efficiency program and seek efforts to facilitate a quicker installation of the system. (In Progress)
  - While the project has seen significant delays, staff was successful in getting project completion days moved up. Currently, the solar project at City Hall and the Golf Resort Maintenance Yard are expected to be completed by the end of October 2024 and the Golf Resort Clubhouse is tentatively scheduled for completion in February 2025. Vendor also compensated city for project delays.
2. Examine opportunities to expand non-potable water for landscaping into community. (Completed)
  - City met with Coachella Valley Water District, who supports the City's efforts to expand non-potable water in the city. Will incorporate into landscape projects as appropriate.

### **General Plan Update:**

The City's Comprehensive General Plan Update is currently in progress and anticipated to be completed in the first quarter of 2025. The City Council also wanted various components of the General Plan Update to include other relevant initiatives, including:

1. Complete Housing Element. (Completed)
  - Housing Element was adopted by City Council and certified by the State of California's Housing and Community Development Department (HCD) on July 30, 2024. The certified Housing Element is posted to the City's website and shall be incorporated as part of the Comprehensive General Plan Update.
2. Complete Historical Resource Study (Completed)
  - Document provides historical information on community and architecture for inclusion in the final General Plan Update.
3. General Plan PEIR (In Progress)
  - A Notice of Preparation (NOP) for the General Plan's Programmatic Environmental Impact Report (PEIR) has been completed and circulated for the required 30-day public review period between July 31 through August 29, 2024. The City received nine (9) comment letters from the public and responsible agencies. The Draft PEIR is currently being prepared to address public comments and is on target to be circulated for the required 45-day public review period in December 2024.

### **Identify Potential Park Sites:**

1. The City Council has instructed staff to continue to explore new recreational or park sites in the community. (Completed)
  - The City Council approved the use of the Lissoy Opportunity site as a location for a future park.

### **Update Communications Plan:**

1. Update City's 2018 Communication Plan. (Completed)
  - The Council approved an updated Communications Plan at their July 18, 2024, City Council meeting.

### **Community Events and Activities:**

The City Council budgeted additional funding for the Community Activities Committee to allocate towards several new programs and events in the city.

1. Continue identifying new community events and activities for residents and seek partnerships with Desert Recreation District (DRD) and other organizations that may be able to assist in providing enhanced benefits to residents. (Completed)
  - City partnered with the Palm Springs Air Museum for Indian Wells Day at the museum, discounts on Pickleball Paradise memberships, reduced membership for and is discussions with other organizations for events in 2024/2025.
  - Community Activities Committee is working with staff and DRD to increase recreational programming and events in the community.
2. Contact Southwest Church and Ford Elementary School to see if their choirs will perform at City events (e.g., Memorial and Veteran's Day). (Completed)
  - Staff will continue to seek opportunities to partner with both organizations for the various community events in the coming years.
3. Meet with the Canadian Consulate to ascertain an interest in developing a sister city relationship with Kelowna, Canada. (On Hold)
  - Currently, there does not seem to be progress in developing a relationship with Kelowna, Canada. Staff would like to revisit this goal with the City Council at its 2025 Strategic Planning Session.

### **Develop Landscape Uniformity Along Highway 111:**

The landscaping along Highway 111 is an iconic characteristic of the City and requires high-quality maintenance to preserve the City's standards. The Council expressed interest

in developing uniform standards for landscaping materials used and consistency of maintenance efforts.

As part of this goal, the City Council recommended the following:

- Develop landscaping standards for commercial centers along Highway 111 that are consistent with the City's uniform standards. (Completed)
  - The City Council approved citywide landscaping designs with the intent of meeting state water conservation measures, while maintaining the community's iconic lush landscaping.
- Examine potential to reduce turf along Highway 111, while maintaining the lush appearance along the corridor. (In Progress)
  - Initial designs are being completed for community review in the coming months.
- Develop a multi-year phasing strategy to budget for the removal and replacement of publicly owned palm trees throughout the city. (In Progress)
  - City completed a citywide tree inventory. This included the identification of tree species and evaluation of those trees needing replacement.
  - The city has begun the process to replace trees, which will continue over the next few years.
    - Tree replacement was expedited in areas affected by Tropical Storm Hillary.
    - Palm Tree replacement along Highway 111 has also begun.

### **Encourage and Expand Economic Development Opportunities in the Community:**

New economic development opportunities are coming forward in Indian Wells. Developers are interested in developing in the community. As part of the City's efforts to encourage and expand economic development in the community, the Council recommended the following goals:

- Continue efforts to develop the Genton and Brixton sites, including channel improvements. (In Progress)
  - Genton delayed this project to provide adequate time and due diligence to purchase the Brixton site.
  - To date, the channel improvements are currently being reviewed by the Coachella Valley Water District. Construction is tentatively planned for early to mid-2025.
    - The city has been successful in obtaining \$5 million in federal funding for the channel improvements, with an additional \$5 million in federal funding pending.

- Genton Development at the corner and Highway 111 and Miles Avenue continues moving forward.
  - Tentative site plan and initial city approvals have been applied for.

### **Expand Partnership with the Indian Wells Preservation Foundation:**

The City has been working closely with the Indian Wells Historic Preservation Foundation (IWHPF) to catalog items that document the history of Indian Wells. The relationship between the City and IWHPF has never been better.

1. The City Council directed staff to further expand its relationship with the IWHPF to help educate the community on the history of Indian Wells and support the IWHPF's efforts to become more involved with its community. (Completed)
  - While being marked completed, staff and Council will continue to work with the IWPF in the coming years to further the preservation of history in the community.
  - This past year, City and IWPF provided additional community events, added a historical display at Fairway Park, and finalizing the remaining interviews for the oral histories project.
  - City also conducted a preliminary feasibility for the creation of an IWPF museum/library at the former Carl Bray homesite.

### **Resident Committee and Commission Function Review:**

Residents of Indian Wells volunteer to serve on a variety of City committees and commission for the betterment of the community.

1. The City Council recommended the review of the duties, responsibilities, and functionality of the City's resident committees and commission. (Completed)
  - Council approved changes to bylaws, In 2023, the City Council authorized the formation of a Council Ad Hoc Committee to review the resident committees and commission consisting of The Ad Hoc Committee, consisting of Mayor Pro Tem Whitman and Councilmember Griffith met with each of the City committees and commission and developed recommended changes to the various committees, which were approved by the City Council.

### **Goals for the Indian Wells Golf Resort:**

In the past two years, the City Council's goals for the Indian Wells Golf Resort (IWGR) were to complete negotiations with Troon for the management of the IWGR, implement financial performance measures, have the IWGR be more profitable, and encourage residents to use of the facilities.



Highlights for the IWGR include the following:

- For the first time in over 20 years, the IWGR achieved profitability for the last two fiscal years. Generating over \$1.2 million in profit for the City after including all annual capital spending.
- Additionally, the City Council has strategically decided to eliminate the Resident Golf Amenity Fee Subsidy, a move that will save taxpayers over \$25 million over the next decade. This subsidy was initially implemented to align the Resident Discount Rate with the average rate paid by non-resident golfers.

The Council also instructed staff and Troon to complete the reconceptualization of the Vue Restaurant to Kestrel-A Richard Blais Kitchen and Lounge. Kestrel opened to the public in early October. A formal grand opening is planned for November.

The Council has authorized the completion of the redesign of the Players Course, specifically approving the relocation of Holes #17 and #18 to the north side of the Whitewater Channel. In a 3-1 vote, the Council selected John Fought to complete the redesign and prepare the necessary bid documents, with City staff tasked with securing construction bids.

Initially, the City's bid process resulted in only one bid. After consulting with Troon, it was decided to rebid the project with Troon managing the process. Troon suggested that some contractors may have been hesitant to bid directly with the City and noted that they could leverage their industry connections to encourage more participation.

Troon publicly solicited bids on September 9, 2024, and hosted a pre-bid meeting with interested contractors on September 17, 2024. The bidding period closed on September 27, 2024, with three bids received: Landscapes Unlimited at \$12.1 million, Heritage Links at \$12.4 million, and Sperber Landscape Companies at \$16.9 million. The Council is expected to review this matter at a public meeting in October.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (14 CCR 15061(b)(3).)



# INDIAN WELLS CITY COUNCIL

## October 24, 2024

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**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Angelica Avila, City Clerk  
**Subject:** **Resolution Amending the Conflict-of-Interest Code of the City of Indian Wells Pursuant to the Political Reform Act of 1974**

**RECOMMENDED ACTION:**

Council **ADOPTS** and **APPROVES** to amend the Conflict-of-Interest Code of the City of Indian Wells pursuant to the Political Reform Act, section 87303; and

**FINDS** the action exempt from CEQA review under CEQA Guidelines section 15061(b)(3).

**SUMMARY:**

Every two years the Fair Political Practices Commission requires every City to review their Conflict-of-Interest Code ("Code") and make any necessary changes and file a biennial notice regarding the results of the review.

During the review process, staff found that amendments to the City's Conflict of Interest Code are necessary. A redlined version of the proposed amended Code is attached showing the revisions made.

**Background**

The Political Reform Act of 1974, Government Code section 81000, et seq. (the "Act"), requires all public agencies to adopt and maintain a conflict-of-interest code. The Act further requires that agencies regularly review and update their codes as directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5).

The City Council is the City's code-reviewing body. As the code-reviewing body, the City Council directs that the Code be reviewed biannually and, if a change in the Code is necessary, that a revised Code be prepared and submitted to the City Council for approval.

Attached is a legislative (redlined) version of the proposed amended Code. The proposed revisions are based on the need to includes new positions that must be designated, delete titles of existing positions that have been abolished and/or positions that no longer make or participate in making governmental decisions and include, revise disclosure category and include AB1234 training language.

Government Code section 87303 provides that no code or amendment to a code shall be effective until it has been approved by the code-reviewing body.

### **FISCAL IMPACT:**

There is no fiscal impact.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (14 CCR 15061(b)(3).)

### **ATTACHMENTS:**

1. Resolution
2. Conflict of Interest Code- redline

**ATTACHMENT #1**  
**RESOLUTION NO. 2024-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS,  
CALIFORNIA, APPROVING AND ADOPTING AN AMENDED CONFLICT OF  
INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

**WHEREAS**, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Indian Wells (the "City") and which requires all public agencies to adopt and promulgate a conflict-of-interest code; and

**WHEREAS**, the City Council adopted a Conflict of Interest Code (the "Code") which was amended on January 29, 2020, in compliance with the Act; and

**WHEREAS**, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

**WHEREAS**, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

**WHEREAS**, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided each affected designated employee and publicly posted for review; and

**WHEREAS**, a public meeting was held upon the proposed amended Appendix at a regular meeting of the City Council on November 28, 2022, at which all present were given an opportunity to be heard on the proposed amended Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDIAN WELLS,  
CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS  
FOLLOWS:**

**Section 1.** The City Council does hereby approve and adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk, and available to the public for inspection and copying during regular business hours;

**Section 2.** The said amended Conflict of Interest Code shall become effective immediately upon its adoption and approval.

City of Indian Wells  
Resolution No. 2024-  
Page 2

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Indian Wells, California, at an adjourned regular meeting held on this 24th day of October 2024.

\_\_\_\_\_  
**GREG SANDERS**  
**MAYOR**

**CERTIFICATION FOR RESOLUTION NO. 2024-**

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 an adjourned regular meeting of the City Council of the City of Indian Wells on the 24th day of October 2024, by the following vote:

AYES:  
NOES:

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ANGELICA AVILA**  
**CITY CLERK**

\_\_\_\_\_  
**TODD LEISHMAN FOR**  
**BEST BEST & KRIEGER LLP**  
**CITY ATTORNEY**

**ATTACHMENT #2**

**CONFLICT OF INTEREST CODE  
OF THE  
CITY OF INDIAN WELLS**

**CONFLICT OF INTEREST CODE  
OF THE  
CITY OF INDIAN WELLS**

**(Amended ~~November 28, 2022~~ October 24, 2024)**

The Political Reform Act (Gov. Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the **City of Indian Wells (the "City")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

**APPENDIX**

**CONFLICT OF INTEREST CODE**

**OF THE**

**CITY OF INDIAN WELLS**

(Amended ~~November 28, 2022~~ October 24, 2024)

**PART “A”**

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and All Other City Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3, are NOT subject to the City’s Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are Other City Officials who manage public investments<sup>1</sup>. These positions are listed here for informational purposes only.

Finance Director

Investment Consultant

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1 Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.



# DESIGNATED POSITIONS

## GOVERNED BY THE CONFLICT OF INTEREST CODE

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

Accountant

5

Assistant/Associate Planner

2, 3, 5, 6

Assistant City Manager

2,3,4

Assistant Finance Director

4, 6

Assistant Public Works Director~~Engineer~~

2, 3, 5, 7

Building Inspector/Code Enforcement Officer

2, 3, 6

Building Official/Code Enforcement Manager

2, 3, 5, 6

City Attorney (not filing under GC § 87200)

1, 2

City Clerk

5

City Engineer/Public Works Director

1, 2

Community Development Director

1, 2

~~Deputy City Manager~~

~~2, 3, 4~~

~~Housing Manager~~

~~2, 5~~

Information Technology Manager & Risk Manager

5

Management Analyst (ALL)

5, 7

Permit Technician (ALL)

6

~~Permit Technician II~~

~~6~~

PW Maintenance Worker/Inspector

5

~~PW Manager~~

~~5, 7~~

Public Works ~~Field Supervisor~~Superintendent

2, 3, 5

Senior Management Analyst

5,7

Senior Planner

2, 3, 5, 6

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

**MEMBERS OF BOARDS,**  
**COMMITTEES & COMMISSIONS**

|                                     |      |
|-------------------------------------|------|
| FAMD Advisory Commission            | 2, 5 |
| Finance Authority                   | 1, 2 |
| Grants-in-Aid Committee             | 7    |
| Housing Authority                   | 1, 2 |
| Oversight Board of Successor Agency | 1, 2 |
| Successor Agency                    | 1, 2 |

Consultants and New Positions<sup>2</sup>

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2 Individuals serving as a consultant as defined in Reg. 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; Regs. 18219 and 18734.) The City Manger's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code § 81008.)

## **EXHIBIT "B"**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.<sup>3</sup> Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, subject to the regulatory, permit, or licensing authority of the designated position's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City or its subdivisions.

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<sup>3</sup> This Conflict-of-Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



# INDIAN WELLS CITY COUNCIL

## October 24, 2024

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Angelica Avila, City Clerk  
**Subject:** **Sponsorship Request Benefiting the Joslyn Senior Center**

### RECOMMENDED ACTIONS:

Council **APPROVES** sponsorship request in the amount of \$1,000 for the Joslyn Center Season Kickoff event held on November 1, 2024, at the William Cody Petrie House in Indian Wells; and

**AUTHORIZES** the attendance of Council Members at the event; and

**FINDS** the action exempt from CEQA review under CEQA Guidelines section 15061(b)(3).

### DISCUSSION:

The City received a sponsorship request for the Joslyn Senior Center Season Kickoff event on November 1, 2024, at the William Cody Petrie House in Indian Wells. The Joslyn Senior Center is part of the three Cove Communities that serve Indian Wells residents. The Joslyn Center programs include social services and wellness programs such as Meals on Wheels, Brain Boot Camp, and mental health counseling that do not require membership.

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 request for this event is \$1,000 for the Joslyn Senior Center Programs.

### OPTIONS:

- 1. Staff recommendation for sponsorship in the amount of \$1,000.
- 2. Council provides alternative direction.

### FISCAL IMPACT:

Funds are available in the FY 2024-25 Budget for this event and a supplemental appropriation is not necessary.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (14 CCR 15061(b)(3).)

**ATTACHMENTS:**

1. Event Information

ATTACHMENT #1 Council Agenda- October 24, 2024  
**Season Kickoff  
Cocktail Reception  
November 1, 2024**



## Season Kickoff Cocktail Reception

Please join us and meet new Executive Director, Dr. Jay Seller, as we start the 2024-25 season in Mid-Century Modern style!

**FRIDAY, NOVEMBER 1, 2024, 6:00-8:00 PM**  
**WILLIAM F. CODY'S PETRIE HOUSE**  
**INDIAN WELLS**

(address provided upon ticket purchase)  
Mid-Century Modern Suggested Attire  
Cocktails & Appetizers  
Complimentary Valet Parking

**\$125 PER PERSON (\$65 FMV)**

Benefiting Joslyn Center Programs & Services

**RSVP & SPONSORSHIP OPPORTUNITIES**  
By 10/25/24 to [Info@JoslynCenter.org](mailto:Info@JoslynCenter.org)  
760-895-4654 or at  
[JoslynCenter.org/Fundraising-Events](http://JoslynCenter.org/Fundraising-Events)

### SPECIAL THANKS

Presenting Sponsor - Desert Oasis Healthcare  
Cody Sponsor - Sheldon & Stephanie Anderson  
Cody Sponsor - City of Rancho Mirage  
Wexler Sponsor - Barbara Mitchell



**WILLIAM F. CODY** (1916-1978) was an influential desert modern architect working in Palm Springs during the peak of the Mid-Century Modern (MCM) movement. Like many local architects at the time, Cody designed almost anything in Greater Palm Springs that came his way, including country clubs, residences, hotels, a library, and church projects in Palm Springs, Indian Wells, Rancho Mirage, Palm Desert, and in Southern California, Arizona, Mexico, and Cuba. His residential projects illustrated simplicity of form, natural light, and large windows displaying a smooth connection between interior and exterior.

William F. Cody's **PETRIE HOUSE** was built in 1965 and originally intended for Filmore Crank and his wife, actress Beverly Garland. They left town for Beverly's role on *The Bing Crosby Show*, and Paula Vickers Petrie and Jack Petrie purchased and completed the house. Paula was an heir to the Vickers Petroleum Company and they frequently entertained the likes of Arnold Palmer, Frank Sinatra, Glen Campbell, Johnny Bench, Barry Goldwater, Jack Lemmon, and many golf pros. Its original design was a Spanish ranch house until later owners removed the Latin influence to reveal its 1960s mid-century bones, demonstrating the versatility of Cody's designs. Current owners, Sheldon and Stephanie Anderson (right), are MCM enthusiasts and they fully embraced that point of view to make the place their own. The home updates were even included in *Master of the Midcentury: The Architecture of William F. Cody* by Catherine Cody, Jo Lauria, and Don Choi, published in 2021.

## Joslyn Board of Directors

**Barbara Mitchell, LCSW, President**

**Hugo Aguas, Vice President (Rancho Mirage Appointee)**

**Mary Gilstrap, Secretary**

**Barry Kaufman, Treasurer**

**Charles Alfaro**

**Brian Bilhartz**

**Linda Blank (Indian Wells Appointee)**

**Dr. Diane P. Haaga**

**Michael Plante (Palm Desert Appointee)**

**Barbara Rogers**

**Ann Simley**

**Jan Harnik**

**Palm Desert City Council**

**Kathleen Kelly**

**Palm Desert City Council**

**Michael O'Keefe**

**Rancho Mirage City Council**





# INDIAN WELLS CITY COUNCIL

## October 24, 2024

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Angelica Avila, City Clerk  
**Subject:** **Council Member Attendance at 2025 Events**

### RECOMMENDED ACTIONS:

Council **PRE-APPROVES** the attendance of Councilmembers to attend the Passion of Excellence on January 28, 2025, and Wild at Heart Gala on February 22, 2025 as identified in the staff report; and

**FINDS** the action exempt from CEQA review under CEQA Guidelines section 15061(b)(3).

### DISCUSSION:

The City Council adopted a ticket policy for pre-approval of Council Member attendance at events which serve a valid governmental or public purpose (Resolution No. 2022-36). Eisenhower Health Foundation and The Living Desert announced their upcoming events for 2025. In anticipation of the Council’s participation, staff requests pre-approval to proceed with necessary arrangements.

City Council Policy Manual Section 2.11.010 states the consent calendar staff report will include a description of the event including date and location, the Council Member/s attending, the total cost for each Council Member, and the City’s governmental or public purpose for attending the event. Once the Council has confirmed its attendance for the 2025 listed events, a report will be issued to the Council in a future agenda.

### PRE-APPROVAL OF EVENTS:

| Description (Date and Location)   | Council Member | Total Cost | Public Purpose |
|---|----------------|------------|----------------|
| <b>Passion for Excellence; Eisenhower Health Foundation: Acrisure Arena, Palm Desert Saturday, January 28, 2025 – 5:30 p.m.</b> | TBD            | \$1,000pp  | Section F (13) |



|  |     |           |                |
|--|-----|-----------|----------------|
| <b>Wild at Heart Gala; The Living Desert, Saturday, February 22, 2025- 5:30 p.m.</b> | TBD | \$1,000pp | Section F (13) |
|--|-----|-----------|----------------|

Resolution No. 2022-36 Section F (13) – Promote community resources and private facilities, including charitable and non-profit organizations facilities, available for use by city residents.

**FISCAL IMPACT:**

The Fiscal Year 2024-25 budget sets aside up to \$2,500 for each Council Member to attend governmental or public purpose events. The Finance Department will track the expenditures and provide monthly reports to the Senior Executive Assistant. The events listed above are budgeted and do not create a new financial impact.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (14 CCR 15061(b)(3).)

# INDIAN WELLS CITY COUNCIL

## October 24, 2024



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**To:** City Council  
**From:** Public Works Department  
**Prepared by:** Ken Seumalo, P.E., Public Works Director  
**Subject:** **Safer Streets Public Engagement Process to be Facilitated through Planning Commission Special Meetings**

### RECOMMENDED ACTIONS:

Council **APPROVES** the City's Public Engagement process for the Safer Streets Project to be facilitated through special meetings of the Planning Commission; and

**FINDS** the project to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA) as not a project pursuant to Section 15378.

### DISCUSSION:

The Safer Streets Program is identified on the City's Capital Improvement Program (CIP) to improve pedestrian and bicycle safety, seek opportunities to reduce speeding in the community, and address unsafe vehicular activities in the residential areas of Fairway Drive, Eldorado Drive, Rancho Palermas, and Cook Street. The project is a result of residents expressing concerns about traffic issues in this area of the City. These concerns were reiterated during the community engagement process for the City-Wide Traffic Safety Study.

The first step in the Safer Streets Community Outreach is to share the feedback from residents received at previous community meetings and solicit additional information from residents about any other concerns. Staff will use this information to develop concepts to improve safety for pedestrians, bicyclists, and vehicle traffic based on the suggestions and concerns received from residents. These concepts will be developed into exhibits for the community to critique and provide feedback on the type of project, if any, that residents would like completed as part of the Safer Streets Program.

The Planning Commission was very successful in facilitating community engagement on the landscape ordinance changes. It is recommended that the Planning Commission be asked to facilitate the public engagement meetings, as authorized under Section 2.12.020 of the City's Municipal Code.

Unlike a formal Planning Commission meeting, these Study Sessions will be focused on facilitating topical discussions. There is no action for the Planning Commission to take during the Special Meetings.

1<sup>st</sup> meeting: October 29, 2024, at 3:00 PM

2<sup>nd</sup> meeting: Late November pending outcome of 1<sup>st</sup> meeting

3<sup>rd</sup> meeting: Late December pending outcome of 2<sup>nd</sup> meeting

### **FISCAL IMPACT:**

The Safer Streets project is funded in FY 2024-25 with SB821 Grant and General Capital Fund monies. There is no additional funding required for this phase of the project.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

"This project has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the environmental regulations of the City. The City acting as Lead Agency, has determined the Planning Commission facilitating a Public Engagement process for the Safer Streets project qualifies as being Categorically Exempt from CEQA pursuant to Section 15378.



# INDIAN WELLS CITY COUNCIL

## October 24, 2024

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Micaela Wilkey, Senior Management Analyst  
**Subject:** **Tourism and Marketing Program for FY 2024-2025**

**RECOMMENDED ACTIONS:**

Council **RECIEVES** and **FILES** the Tourism and Marketing Plan Presentation for FY 2024-2025; and

**FINDS** the action exempt from California Environmental Quality Act (CEQA) review under Guidelines section 15061(b)(3).

**BACKGROUND:**

Tourism is the primary driver of the City's revenues, representing 70% of the City's General Fund revenues including transient occupancy tax, admissions tax, and sales tax categories. City services, especially public safety, benefit from the tourism industry to preserve the quality of life that residents' and business owners enjoy in Indian Wells.

The City of Indian Wells Tourism and Marketing Program strategically supports the resort partners, golf resort, tennis garden, and local businesses to influence the growth of transient oriented tax and sales tax revenues by providing a strong brand platform, creating tourism demand for our community, building brand awareness and strategically leveraging Indian Wells as a premier tourist destination. The City works closely with the resort partners to develop and execute brand and marketing strategies to influence both group and leisure markets, collaborate with the Visit Greater Palm Springs, the Indian Wells Golf Resort, and the Indian Wells Tennis Garden. The Tourism and marketing program is managed by the City Manager's Department with guidance from the Marketing Committee which consists of General Managers and Directors of Sales of from Indian Wells resorts, city staff, and two ex-official City Council members.

At the July 9, 2024, Marketing Committee meeting, the committee received an annual presentation from VGPS for the positioning of Indian Wells as a tourism destination for the coming year. Annually, VGPS, staff, and the hotel partners strategize on branding and marketing initiatives for the fiscal year to make sure we align with our partners advertising. The destination marketing updates included:

- Sustainable travel
- Sponsorship opportunity update for Live with Kelly & Mark
- Leisure strategy
- Tourism newsletter
- Summer cooperative advertising
- Social media
- Group meetings and incentive
- Creative refresh
- Marketing opportunities
- Gourmet Paradise

The Tourism program's ongoing priorities remain, in collaboration with Visit Greater Palm Springs, to strategically support the resort partners to influence growth in Transient Occupancy Tax (TOT). The programs developed create demand for the product of Indian Wells by building brand awareness and strategically leveraging Indian Wells to develop and execute marketing strategies to influence both group and leisure markets.

### **Ongoing**

- Evaluate where tourism funds are invested in promoting Indian Wells as a tourism destination and incorporating opportunities to highlight the Indian Wells Golf Resort and Kestrel.
  - Funds are being targeted to maximize tourism initiatives that bring visitors to Indian Wells resorts.
  - Marketing efforts also done to promote various events and experiences in Indian Wells.
- Continue to incorporate sustainability efforts into marketing materials, which has proven to be essential for conference planners when deciding where to host their meetings.

The presentation today from VGPS will outline more of the marketing plan for the initiatives and tactics that will be implemented throughout the fiscal year to successfully impact Transient Occupancy Tax (TOT). Council Member Reed has asked that the presentation be given in a council meeting.

Attached is the Tourism and Marketing Program plan for Fiscal Year 2024-2025. That was presented and supported by the various stakeholders of the Marketing Committee.

### **FISCAL IMPACT:**

This staff report is informational only; there is no additional fiscal impact.

**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 this resolution 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. Tourism and Marketing Program

# INDIAN WELLS

CALIFORNIA



**Tourism and Marketing Program  
October 2024**

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**VISIT GREATER PALM SPRINGS**

**INDIAN WELLS DIRECTOR OF TOURISM**

**INDIAN WELLS TOURISM & MARKETING STRATEGIES**



## Executive Summary

In March 2019, the City of Indian Wells entered into an agreement with Visit Greater Palm Springs (Visit GPS) as the City of Indian Wells tourism and marketing partner. Visit GPS provides a variety of services related to the strategic marketing needs of the City of Indian Wells, from research, brand building, media planning and buying, development of creative content and communications, that promote Indian Wells as the premier tourist destination of the Coachella Valley.

Over the years, the City of Indian Wells and Visit GPS have significantly improved the City's ability to leverage funding, engage stakeholders, market the city in print, websites, and social media. Today, the partnership has never been stronger. New Indian Wells tourism website was developed. Branding materials for all marketing collateral have been developed and well received by the tourism industry. The city, Visit GPS, and resort partners continue to collaborate on site inspection experiences. With the growing partnership we have enhanced our video, paid TV ads and strategic targeted marketing campaigns that have highlighted the abundance of experiences and attractions in the city of Indian Wells. Key markets of impact to the city but not limited to are Los Angeles, San Diego, San Francisco, Arizona, Seattle, Portland and Texas region.

## Indian Wells Tourism and Marketing Program

The Tourism and Marketing Program strategically supports the hotel partners, golf resort, tennis garden, and local businesses to influence the growth of transient oriented tax and sales tax revenues by providing a strong brand platform, creating tourism demand for our community, building brand awareness and strategically leveraging Indian Wells as a premier tourist destination. The city works closely with the resort partners to develop and execute brand and marketing strategies to influence both group and leisure markets, collaborate with the Visit GPS, the Indian Wells Golf Resort, and the Indian Wells Tennis Garden. The Tourism and marketing program is managed by the City Manager's Department with guidance from the Marketing Committee which consists of General Managers and Directors of Sales of from Indian Wells resorts, city staff, and two ex-official City Council members.



Tourism is the primary driver of the City's revenues, representing 70% of the City's General Fund revenues including transient occupancy tax, admissions tax, and sales tax categories. City services, especially public safety, benefit from the tourism

industry to preserve the quality of life that residents' and business owners enjoy in Indian Wells.

This is accomplished by Visit GPS that markets us as part of the overall destination and the Indian Wells Director of Tourism strategically aligns our cities marketing goals with the stakeholders of each hotel and leverages the resources at Visit GPS. This role is critical to the grow of a new audience the city wants to attract to grow our city's revenues.

This role helps manage the fiscal budget while creating campaigns that highlight our brand pillar that will resonate with our meeting planners and leisure guests to drive tourism.

In addition, the Tourism Director will recommend which groups the city should incentivize that will impact the golf resort and tourism for the city. With the growth of the city and the economic development being a major part of future cities taxation opportunities, it's important to grow the local economy with the positioning of tourism to help fund the city's financial goals.

**Total Group & Leisure Marketing Budget**

| CIW 2024 FY Budget Recommendations |                      |                  |                  |                |
|------------------------------------|----------------------|------------------|------------------|----------------|
| Category                           | Vendor               | Budget           | Total Budget     | Percent        |
| LEISURE                            |                      |                  |                  |                |
| Social                             | Paid Instagram/FB    | \$20,000         | \$43,000         | 33.2%          |
|                                    | Influencer           | \$3,000          |                  |                |
|                                    | Management - Leisure | \$20,000         |                  |                |
| Content                            | Nativo - Leisure     | \$19,000         | \$19,000         | 14.7%          |
|                                    | Golf Digest          |                  |                  |                |
| Programmatic                       | Adtheorent           | \$25,000         | \$55,000         | 42.5%          |
|                                    | Scoota               | \$20,000         |                  |                |
|                                    | Retargeting          | \$10,000         |                  |                |
|                                    | Audio                |                  |                  |                |
| TV                                 | VGPS Co-Op           | \$12,500         | \$12,500         | 9.7%           |
| <b>TOTAL LEISURE</b>               |                      |                  | <b>\$129,500</b> | <b>51.6%</b>   |
| MEETINGS                           |                      |                  |                  |                |
| Group Publishers                   | Northstar            | \$15,000         | \$80,000         | 66.0%          |
|                                    | Smart Meetings       | \$10,000         |                  |                |
|                                    | Meetings Today       | \$15,000         |                  |                |
|                                    | CVENT                | \$40,000         |                  |                |
| Content                            | Nativo               | \$5,000          | \$5,000          | 4.1%           |
| Programmatic                       | Scoota               | \$18,000         | \$18,000         | 14.8%          |
| Social                             | Management - Group   | \$13,500         | \$18,300         | 15.1%          |
|                                    | LinkedIn             | \$4,800          |                  |                |
| <b>TOTAL GROUP</b>                 |                      |                  | <b>\$121,300</b> | <b>48.4%</b>   |
| <b>TOTAL</b>                       |                      | <b>\$250,800</b> | <b>\$250,800</b> | <b>100.00%</b> |

### Visit Greater Palm Springs

Visit Greater Palm Springs is the official tourism marketing agency for the Coachella Valley, which comprises the nine cities of Palm Springs, Desert Hot Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, and Coachella, as well as unincorporated areas of Riverside County. Founded in May 1989 by a Joint Powers Authority, Visit GPS was created as a public-private partnership to help grow the region's tourism economy and now serves more than 3,000 business partners, providing sales, marketing, and PR targeted to potential leisure travelers and event, meeting, and convention group markets.

### Visit Greater Palm Springs Economic Impact Report

Visit Greater Palm Springs (VGPS) is pleased to announce the results of its 2023 Economic Impact of Tourism Study, revealing the impact of tourism to the regional economy. The study highlights a total economic impact of \$9.0 billion, cementing Greater Palm Springs' status as a premier travel destination. The report highlights how the direct visitor spending of \$7.4 billion generated a total economic impact of \$9.0 billion, sustaining nearly 51,000 jobs and contributing \$851 million in tax revenues. This growth translates to significant savings for local households, reducing the tax burden by approximately \$5,000 per household.

#### Key Findings:

- Total Economic Impact: \$9.0 billion
- Visitor Spending: \$7.4 billion (a 4.5% increase over 2022)
- Visitor Numbers: 14.4 million visitors (about 300,000 increase over 2022)
- 50,936 jobs supported
- Tax Revenue: \$851 million in state and local taxes

### Priority Areas of Focus

Visit GPS has evolved over the years beyond sales and marketing to include workforce and economic development, as the future success of the tourism industry in the Coachella Valley depends on many factors: the availability of a trained workforce, affordable housing for the workforce, new and enhanced visitor experiences and attractions, enhancements to sustainability, and continued improvements to transportation access.

With the direction of its Board of Directors and JPA Committee, Visit GPS has established the following priorities areas of focus for the destination:

### Grow the Tourism Economy

- Leisure Marketing – Domestic & International
- Attract New Meetings, Conventions & Events
- Develop Demand for Need Periods, Leisure & Group
- Develop Research / Measure Impact & Effectiveness
- Vacation Rentals
- Educate Community & Homeowners
- Develop Best Practices

### Regional Collaboration

- Grow Air Service & Support New Transportation Options
- Diversity, Equity and Inclusion (DEI), Sustainability, Accessibility, Cultural Heritage
- Workforce Development
- Diversify Regional Economy
- Advocacy - Capital Advocacy selected

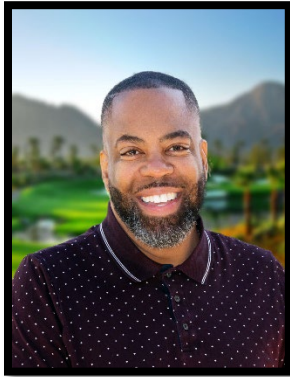
Funding for these destination priorities comes from various sources, with the largest being the Greater Palm Springs Tourism Business Improvement District (GPSTBID). The GPSTBID is a direct assessment on lodging:

- Vacation Rentals: 1% assessment of gross short-term rental revenue on stays of 27 days or less.
- Hotels with 50 rooms or more: 3% assessment of gross short-term room rental revenue on stays of 27 days or less.

### Indian Wells Director of Tourism

In 2019, the City of Indian Wells contracted with Visit GPS to provide the Indian Wells Director of Tourism. This position is an employee of Visit GPS, located at the Visit GPS' office is Rancho Mirage, but dedicated to promoting Indian Wells as a tourist destination. This position was created with the purpose to assure the marketing strategies of the City of Indian Wells would complement Visit GPS tourism efforts. The consensus for this new position was that it would allow the City of Indian Wells to better leverage the tourism industry connections and resources of Visit GPS and improve the quality, theme and efficiencies of marketing efforts for Indian Wells.

The Director of Tourism is the liaison between the City of Indian Wells and Visit GPS, how has access and support from other Visit GPS departments, including in-house graphic design, video production, and Visit GPS's media buying power. Indian Wells was the first city in the Coachella Valley to create such a partnership with Visit GPS. This position



The Director of Tourism, with the support of Visit GPS provides the City of Indian Wells with the following contractually required services.

### **1. Strategic Planning**

- Provide strategic brand insight and direction that pertain to marketing effort to build awareness and grow brand recognition.
- Develop meeting planner research to better understand barriers, perceptions and needs to determine brand marketing communications effectiveness, opportunities, and needs.
- Study and analyze the markets and audiences for the business, as well as the key competitors' strategies, programs, and spending.
- Create holistic strategic plan recommendations reflective of the key metrics, research against the target audience, and creative direction.
- Pro-actively identify and assess new opportunities and developments in media consumption and viewpoints that may impact Indian Wells in the short and long term.
- Evaluate and make any recommendations regarding the overarching campaign, and provide updated or new campaign that will support:
  - Meetings platform
  - Transient
  - Consumer, intermediary and development target audiences
  - Extension to regional and local market (handled at regional/local level)

### **2. Account Management Services**

- Manage overall relationship with City of Indian Wells, Indian Wells Properties and Visit GPS.
- Act as primary contact for Indian Well's team. Work with internal teams to provide guidance and support for all questions and requests.
- Manage all billing and invoicing issues, including providing monthly billing book and accrual reports. Provide reporting on projects and initiatives based on mutually agreeable criteria and measurements.
- Develop creative briefs, upon receipt of input document from IW, for each project that describe the strategy, specific goals and message of each project. Review and approve creative deliverables prior to sending to IW for final approval.
- Monitoring of annual trends and ongoing analysis of consumer attitudes and behavior.
- Plan account meetings, reviews, requirements sessions, and briefings as needed.



- o Develop and manage campaign media including Co-op media, planning and buying.
- o Research and modeling. Analyze key competitors including strategy, media spend and creativity.
- o Develop and manage project timelines and launch schedules for online marketing campaign.
- o Utilize established media and brand campaign to attract groups and events to the city of IW as well as the IW Resort Collection
- o Establish and maintain rebate program for the City of Indian Wells resort Collection.

**Market Data**

This summer, Indian Wells saw a dip in key metrics compared to last year, influenced by the increase in consumer travel to other international destinations and warmer-than-usual temperatures in Greater Palm Springs. Occupancy rates for June-August were 48.1%, down from 51.9% last year, with ADR at \$206.49 compared to \$211.40, and RevPAR at \$85.54 compared to \$99.31.

Greater Palm Springs also experienced this with occupancy rates for June-August at 49.8%, down from 52.3% last year, with ADR at \$151.28 compared to \$157.31, and RevPAR at \$75.51 compared to \$82.93. Comparisons to pre-pandemic levels are strong, with ADR up by 21% and RevPAR by 16%.

Year-to-date occupancy through August for Indian Wells is 54.9% which is down from 60.4% to last year, with ADR at \$297.62 compared to \$296.41, and RevPar at \$163.44 compared to \$179.16.

For Greater Palm Springs, year-to-date occupancy through August is 60.8% which is down from 63.6% to last year, with ADR at \$226.70 compared to \$229.00, and RevPar at \$137.92 compared to \$145.55.

| Indian Wells                  |                             |                               | Greater Palm Springs          |                            |                                |
|-------------------------------|-----------------------------|-------------------------------|-------------------------------|----------------------------|--------------------------------|
| Occupancy<br>54.9%<br>▼ -9.1% | ADR<br>\$297.62<br>▲ 0.4%   | RevPAR<br>\$163.44<br>▼ -8.8% | Occupancy<br>60.8%<br>▼ -4.3% | ADR<br>\$226.70<br>▼ -1.0% | RevPAR<br>\$137.92<br>▼ -5.2%  |
| Supply<br>366.0K<br>▲ 0.0%    | Demand<br>201.0K<br>▼ -9.1% | Revenue<br>\$59.8M<br>▼ -8.8% | Supply<br>4.2M<br>▲ 0.9%      | Demand<br>2.5M<br>▼ -3.4%  | Revenue<br>\$573.8M<br>▼ -4.4% |

Above represents YTD numbers through August for Indian Wells and Greater Palm Springs

Marketing Strategies:



- o Leisure marketing efforts will continue to focus on drive in market travelers by highlighting activities of golf and tennis. Both are gaining in popularity as travelers continue to seek outdoor activities, and both are strengths for Indian Wells.
- o Golf and weddings continue to be a target market given the strong demand. Indian Wells is well positioned to capture a large share of the market given the variety of world class golf and wedding venues it offers. These are examples of our leisure demand that we use to promote weddings and leisure travel to the destination,



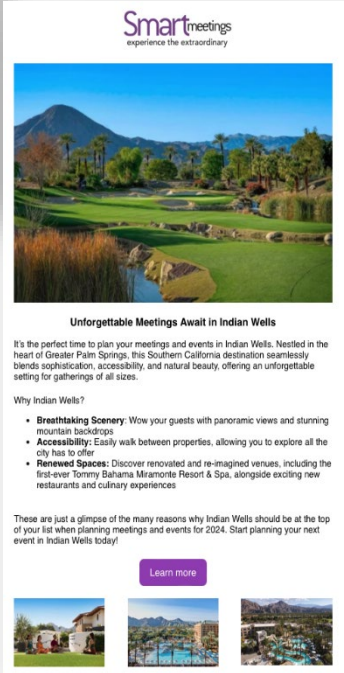
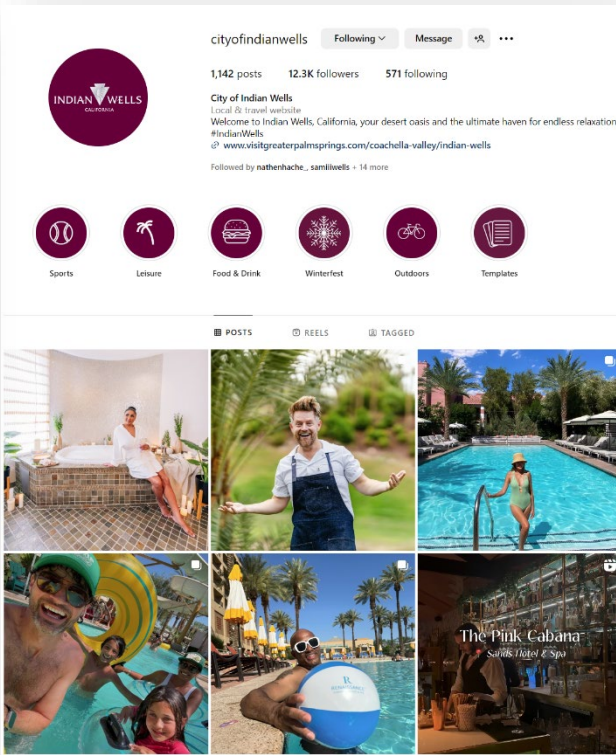


- o Group - As planners seek locations for future meetings, staying engaged and generating interest in Indian Wells is important. Indian Wells is well positioned for group business because of the partnership and coordination between resort partners.

- o When responding to RFP's that will impact on our city, we highlight all the venues and attractions in our destination. We focus primarily on Indian Wells offerings and while promoting the accessibility to our family and leisure favorite attractions. Our pillars are part of marketing campaigns that we rotate based on the seasonality of our destination.

- o Social media, and brand campaigns is what we use to highlight our signature Indian Wells Golf Resort. As a premier off-site venue for our local resorts, it's elevated night experience with Shot's in the night and new Kestrel Kitchen will be positioned as the must-see experience for groups coming to Greater Palm Springs. We partner with Troon on Social Media post and share the content on our social media platforms and coordinate various site inspection opportunities that may impact the city and our local resorts.





- Creating new collection brochure for planners to educate them of all the experiences the golf resort provides
- We are currently promoting our destination with the Seattle Kraken with our new leisure campaign that launched in October.
  - JNS helps to market the venue and create blogs and campaigns
  - CVENT NorthStar, Smart Meetings and other publications we market to show all our attractions and venues in the market.

Marketing Objectives:

1. Increase awareness and visitation by promoting Indian Wells as a versatile destination for leisure and business.
2. Attend various industry events and tradeshow that will award the opportunity to present and showcase the destination to help drive exposure and partnerships.
3. Highlighting our unique pillars for a better local experience that's central to the entire Coachella Valley. (e.g., golf, spa, dining, hiking and onsite amenities of our resorts. Promoting our new culinary experiences and the beautiful backdrops of the mountain range and lush greens that make Indian Wells an oasis of beauty.
4. Visit GPS collaborate with various influencers throughout the year to help promote the destination to a unique audience of leisure travelers from around the world.
5. Promote our destination to specific corporate entities that are looking for high end venues and warm weather destinations to help grow our ADR and increase occupancy year-round.
  - Market to new planners with new business focus opportunities.
  - Promote campus opportunities and realign our response approach with each hotel. (united front response).
  - Host industry client events that will give our city exposure with planners from outside markets and drive in markets. Tailored to high end planners that are vetted.
6. Partner and introduce industry professionals to our local resorts and business to drive future business opportunities. Represent the city and present any incentive offers. Market the venue on various platforms (e.g., LinkedIn, Facebook, and Instagram.)

### Other Marketing and Tourism Initiatives

- Sustainability
- Foodie Destination
- Food and Stay packages
- Food Festival
- Create other events to draw people to Indian Wells
- Living Desert
- B-Leisure Strategy
- Certified Autism Center
- Health and Wellness

### Targeted Marketing Examples

The Indian Wells VGPS Summer TV Co-op has been a great way to promote summer visitation to Indian Wells. This commercial began airing in June and continued through September 15th on KTLA in Los Angeles, as well as on cable and connected TV platforms in key markets such as Los Angeles, San Diego, San Francisco, Portland, and Seattle. The co-op generated over **521 million impressions and 8,433 spots**.

This custom-crafted video commercial, designed to showcase the unique experiences in Indian Wells, significantly increases our visibility across these major markets. The co-op program offers substantial exposure at a greatly reduced cost, making it a strategic investment for Indian Wells.

You can view the Indian Wells spot [HERE](#).

Due to our participation in this program, there were also inclusions in the VGPS social media campaign and hero video highlighting all the IW partners that were included in the co-ops. This campaign generated nearly **2.3 million impressions and 14.7k engagements** across social media in addition to over **3k new followers**.

As you can see from below data, the targeting of Seattle, Portland and San Francisco has been a successful strategy for the City of Indian Wells marketing efforts. Greater Palm Springs has experienced the largest increase in visitors from these areas.

Data | Local News | Travel

### Seattle-area residents' vacations have changed; here's how

May 27, 2024 at 6:00 am | Updated May 27, 2024 at 6:00 am



A couple walks along the shore of Ruby Beach. (Joel Hawksley / The Seattle Times, 2011)



### Website SEO

We continue to actively promote Indian Wells summer offerings to enhance exposure and visitor engagement. We've driven substantial website traffic to the Indian Wells tourism landing page.

Overall website sessions for the Indian Wells landing page have seen improvements increasing by **74% YOY** (+25,403 sessions), with paid social being the largest contributor to the traffic. Partner referrals have seen significant growth in August at 2,506 which is up **480% YOY**.

For Indian Wells, leveraging SEO (Search Engine Optimization) strategies can significantly improve the visibility of the destination for potential tourists, event planners, and meeting organizers. Here's the top keyword searches when people are looking at our destination:

| Top queries                 | Impressions |
|-----------------------------|-------------|
| #1 Indian wells             | 63668       |
| #2 Indian wells golf resort | 14144       |
| #3 Indian wells California  | 13952       |
| #4 Indian wells ca          | 6590        |

|   |      |
|---|------|
| #6 Indian wells hotels                                  | 2304 |
| #7 Indian wells palm springs                            | 1701 |
| #8 what to do in Indian wells                           | 300  |
| #9 Indian wells things to do what to do in Indian wells | 205  |

We are committed to continually refining our campaigns and enhancing our landing page to boost traffic and engage more deeply with our audience across city pages and social media platforms.

**Site Inspections**

For Indian Wells, site inspections are a key tool to showcase the destination's premium venues, resorts, and amenities to potential event planners, meeting organizers, and visitors. Whether you're attracting leisure tourists or major event planners, here's how site inspections are outlined for Indian Wells:



1. Tailored Experiences for Clients

- Luxury Resorts: Highlight accommodations like the Grand Hyatt Regency Indian Wells Resort & Villas or the Renaissance Esmeralda Resort & Spa, emphasizing amenities such as world-class pools, spas, and golf courses.
- Meeting Spaces & Event Venues: Showcase the capacity and flexibility of spaces like the Indian Wells Golf Resort Pavilion or the indoor/outdoor event options available at the Grand Hyatt.
- Outdoor Recreation & Scenic Spots: Lead site visits through key areas such as the Indian Wells Tennis Garden, home to the BNP Paribas Open, and surrounding hiking trails or parks.

2. Culinary Delights

- Include tastings at top dining spots, such as Kestrel Kitchen by Richard Blais, and sample signature dishes at Tia Carmen or Carmocha Tequila Bar.

3. Activities & Local Highlights

- Organize a mini-tour that includes local attractions, cultural spots, and must-see experiences in Indian Wells.
- Potential clients could also be shown nearby shopping districts or partner restaurants like The Nest and Vickie's of Santa Fe.



4. Interactive Planning Sessions

- After the tour, hold planning sessions at a central meeting hub where planners can envision their events. This could involve reviewing potential layouts, vendor offerings, and customizable packages for meetings, weddings, or other large-scale gatherings.

This type of site inspection will demonstrate why Indian Wells is an ideal destination for events, leisure travel, or corporate gatherings.

| VGPS - INDIAN WELLS | YTD SEPTEMBER | 2023   |
|---------------------|---------------|--------|
| Total Sites         | 60            | 56     |
| Bookings            | 47            | 48     |
| Room Nights Booked  | 37,292        | 28,535 |

Group Sales

Indian Wells specific leads remain strong with **763** total leads received through YTD September. Bookings are also impressive with **58 YTD**. These bookings represent **49,700 room nights**.

The below summary shows group leads, bookings, contracted room nights, estimated economic impact, jobs supported and bed tax for bookings through September 2024 and comparison to full calendar year 2023. As you can see, there are less room nights but higher economic impact due to the shift in strategy for hotels to be more selective with group business.

| VGPS - INDIAN WELLS | YTD SEPTEMBER | 2023    |
|---------------------|---------------|---------|
| Total Leads         | 763           | 1,082   |
| Bookings            | 58            | 101     |
| Room Nights Booked  | 49,760        | 68,579  |
| Economic Impact     | \$39.1M       | \$35.5M |
| Jobs Supported      | 14,724        | 12,725  |
| Bed Tax             | \$1.4M        | 1.4M    |

City Incentive Program

Our city incentive is a program that provides incentives for groups considering our resorts and our golf resort credits to assist in closing more group and convention business. We offer a \$5.00 rebate per actualized room night.

- Total Revenue is how this incentive is calculated. \$5.00 rebate for every room night.

- Total revenue x 12.25% is how the TOT is calculated. Example \$10,000 revenue = \$1,225.00 TOT back to the city.

**Social media**

Social media marketing is ever evolving platform that Visit GPS champions for our city engagement. Since our initial partnership, our goals and strategies to better leverage these platforms are evolving and have helped us reach a new vast audience for our city.

**YTD Results and Percent Toward Goals**

- - Facebook Impressions: 20,044,523 (1002%)
- - Facebook Engagement: 404,400 (337%)
- - Instagram Impressions: 1,599,842 (159%)
- - Instagram Engagement: 98,909 (215%)
- - LinkedIn Impressions: 394,997 (87%)
- - LinkedIn Clicks: 7,490 (136.18%)

| 2024 SOCIAL MEDIA GOALS AND YTD RESULTS |                      |                     |                       |                      |                      |                 |
|---|----------------------|---------------------|-----------------------|----------------------|----------------------|-----------------|
| 2024 Indian Wells Social Media Goals    |                      |                     |                       |                      |                      |                 |
| Month                                   | Facebook Impressions | Facebook Engagement | Instagram Impressions | Instagram Engagement | LinkedIn Impressions | LinkedIn Clicks |
| 2022 Results                            | November 2022        | 12,984              | 166,871               | 631                  | 57,910               | 158             |
| 2023 Goals                              | 1,600,000            | 62,000              | 750,000               | 20,000               | 225,000              | 2,500           |
| 2023 Results                            | 3,859,142            | 128,716             | 1,103,033             | 47,894               | 452,874              | 5,948           |
| <b>2024 Goals</b>                       | <b>2,000,000</b>     | <b>120,000</b>      | <b>1,000,000</b>      | <b>46,000</b>        | <b>450,000</b>       | <b>5,500</b>    |
| January                                 | 131,960              | 5,961               | 105,194               | 3,422                | 31,596               | 791             |
| February                                | 169,528              | 7,611               | 141,601               | 3,682                | 59,897               | 439             |
| March                                   | 14,109,474           | 313,627             | 130,664               | 3,664                | 76,524               | 647             |
| April                                   | 719,744              | 52,941              | 88,799                | 2,292                | 25,675               | 757             |
| May                                     | 2,097,317            | 3,242               | 142,674               | 16,587               | 42,741               | 680             |
| June                                    | 1,122,622            | 4,856               | 144,464               | 7,727                | 43,334               | 758             |
| July                                    | 926,332              | 4,930               | 360,907               | 4,070                | 36,728               | 1141            |
| August                                  | 687,381              | 9,853               | 321,984               | 23,556               | 44,294               | 1,083           |
| September                               |                      |                     |                       |                      |                      |                 |
| October                                 |                      |                     |                       |                      |                      |                 |
| November                                |                      |                     |                       |                      |                      |                 |
| December                                |                      |                     |                       |                      |                      |                 |
| <b>2024 Totals</b>                      | <b>19,964,358</b>    | <b>403,021</b>      | <b>1,436,287</b>      | <b>65,000</b>        | <b>360,789</b>       | <b>6,296</b>    |
| <b>Percentage Towards Goal</b>          | <b>998.22%</b>       | <b>335.85%</b>      | <b>143.63%</b>        | <b>141.30%</b>       | <b>80.18%</b>        | <b>114.47%</b>  |

APPENDIX




**City of Indian Wells**  
8,224 followers

**cityofindianwells**  
@sandshotelspa is a great place for anyone wanting to make memories in Greater Palm Springs, but especially if you want to make memories with a hint of...

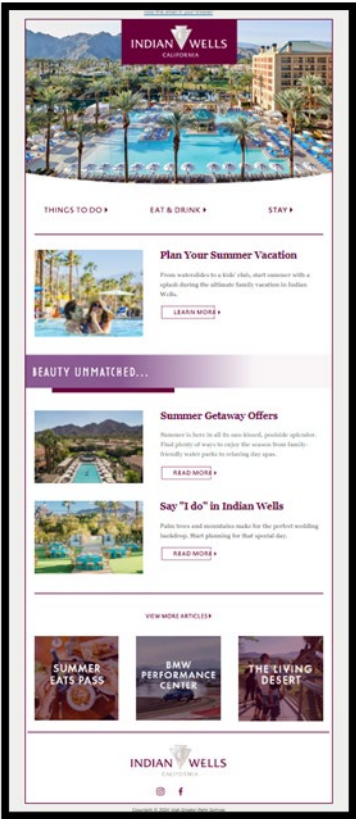
136 6

[Learn More](#)



An oasis of world-class resorts, dining & spas.

**INDIAN WELLS**  
CALIFORNIA



**INDIAN WELLS CALIFORNIA**

THINGS TO DO • EAT & DRINK • STAY

**Plan Your Summer Vacation**  
From waterfalls to a kids' club, start summer with a splash during the ultimate family vacation in Indian Wells. [LEARN MORE](#)

**BEAUTY UNMATCHED...**


**Summer Getaway Offers**  
Relax in one of all its new heated, geothermal spas. First priority of ours is to enjoy the views from family-friendly water parks to relaxing day spas. [READ MORE](#)

**Say "I do" in Indian Wells**  
Palm trees and mountains make for the perfect wedding backdrop. Start planning for that special day. [READ MORE](#)

VIEW MORE ARTICLES

SUMMER EATS PASS • BMW PERFORMANCE CENTER • THE LIVING DESERT

**INDIAN WELLS CALIFORNIA**



**City of Indian Wells**  
12.2k followers

**cityofindianwells** It may be spring, but we've already got summertime on our minds! 🌞🍹 Tag your travel bestie below to start planning your summer getaway at the Renaissance...

Sparkling Pools  
Delicious Bites  
Relaxing Spas  
Poolside Sips

102 8

[Plan Now](#)



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**Experience the Luxury of Indian Wells for Your Meeting!**

by: Indian Wells  
Posted: August 7, 2024

SHARE

Facebook, X, LinkedIn, Pinterest, Email

Indian Wells, California  
28,897 followers





**INDIAN WELLS CITY COUNCIL  
October 24, 2024**

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**To:** City Council  
**From:** City Attorney  
**Prepared by:** Todd Leishman, Best, Best, & Krieger LLP  
**Subject:** **Ordinance Amending Chapter 21.32 Relating to Time-Share Provisions of the Municipal Code**

**RECOMMENDED ACTIONS:**

Council **ADOPTS** ordinance adding Chapter 21.32 "Time-Share Uses" and deleting Section 21.04.090 from Title 21 of the Indian Wells Municipal Code reinforcing the City's prohibition against time-share uses within the City; and

**FINDS** the action to be exempt from the provisions of the California Environmental Quality Act ("CEQA") under state CEQA Guidelines sections 15060(c)(2), 15060(c)(3), and 15061(b)(3).

**–OR–**

If the Council wants to consider "grandfathering" the two existing Pacaso timeshare properties — **DIRECTS** staff and the city attorney to prepare a revised draft ordinance for the council to consider at a future meeting.

**BACKGROUND:**

Since 1996, the City had a broad definition of *timeshare* and has generally prohibited timeshare uses, with the only exception being for two expressly exempted legacy timeshare projects.

In recent years, a "co-ownership" model of using a home has become more common. When it first came to the City's attention, the City determined that this model was a timeshare under the City's ordinance. But at around the same time, application of St. Helena's a similar timeshare ordinance to this same "co-ownership" model was challenged in court, so the City waited to learn the outcome of the litigation before applying its timeshare prohibition to this kind of use in Indian Wells.

The St. Helena litigation settled recently, and to avoid needless misunderstandings and litigation about Indian Well's restrictions, the city attorney's office recommended clarifying amendments to the City's existing timeshare restrictions. The amendments

would not change the prohibition or narrow the definition of *timeshare* in any way; they were drafted to maintain the status quo and current policy direction, while making their application to all forms of timeshare uses more obvious.

The Planning Commission considered and recommended approval of the proposed amendments, along with a recommendation that the Council consider whether and how to “grandfather” two existing “co-ownership” timeshares that have already been established in the City.

There are two “co-ownership” timeshares already established in Indian Wells. The Pacaso company bought the homes, formed a single-purpose LLC for each, and sold one-eighth interests in each of the LLCs to unrelated buyers. The buyers have separate ownership interests in the LLC, and the right to periodic exclusive use of the respective property. Pacaso manages each of the properties for the LLCs, and the LLC members’ rights to exclusive use of the properties are dependent on compliance with strict use-related rules.

Each of these Pacaso properties constitutes a timeshare under the City’s existing timeshare regulations, and they will remain so under the proposed amendments.

The City has not received any nuisance complaint regarding the use of either of the Pacaso properties.

At the last regular City Council meeting, the Council considered the Planning Commission’s recommendations and the proposed amendments. The staff report for that meeting describes the history and policy reasons for the existing timeshare restrictions and explains the purpose of the proposed clarifying amendments. A copy of the prior staff report is attached to this one, for reference.

The after hearing the evidence and deliberating, Council approved the proposed amendments for second reading — with the direction that the amendments be included on today’s agenda as a discussion item (not on consent), so that the Council may discuss whether and how to exempt the two existing co-ownership timeshare properties.

This staff report responds to that request.

## **DISCUSSION**

Given the general uncertainty that public agencies and members of the public faced while the St. Helena litigation was pending (when the two Pacaso timeshares were established in Indian Wells), the city attorney’s office now recommends that the Council consider appropriately restricted “grandfathering” of the two existing Pacaso timeshares as part of the proposed amendments.

If the Council wants to consider adding an express exemption for the two existing Pacaso timeshare properties, consistent with the Planning Commission’s recommendation, the Council should direct staff and the city attorney to prepare a revised draft of the ordinance for the Council’s consideration (re-introduction and first reading again), perhaps at a

regular meeting in November. The “grandfathering” could be conditioned on adherence to appropriate operational standards to ensure that the properties are used in a way that prevents nuisances and adverse external impacts.

### **FISCAL IMPACT:**

The proposed ordinance will not result in any new cost to the City.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

This action has been reviewed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the environmental regulations of the City. The City, acting as Lead Agency, has determined this action is not subject to CEQA because the adoption of this ordinance is not a “project” pursuant to Sections 15060(c)(2) and 15060(c)(3) of Title 14 of the California Code of Regulations. Specifically, this ordinance only affirms and clarifies existing regulations regarding time-share uses within the City and merely authorizes administrative and implementation activities which will not result in a direct or reasonably foreseeable indirect physical change to the environment.

Moreover, under Section 15061(b)(3) of the State CEQA Guidelines, this ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

### **ATTACHMENTS:**

1. Ordinance

**ATTACHMENT #1**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ADDING CHAPTER 21.32 "TIME-SHARE USES" TO TITLE 21 OF THE INDIAN WELLS MUNICIPAL CODE; DELETING SECTION 21.04.090; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060(C)(2), 15060(C)(3), AND 15061(B)(3)**

**WHEREAS**, the City of Indian Wells is a popular tourist destination, known for its world-class resorts and small town residential-resort character; and

**WHEREAS**, preserving the quality and character of the City has been a focal point of the City's land use planning for decades; and

**WHEREAS**, the City stands out in the Coachella Valley for its ability to attract visitors while also supporting the needs of its resident population. Maintaining the balance between the quality of life for residents and those who work in the City and the visitors who help to sustain the City's tourist economy is key to maintaining a sustainable community and a stable economy; and

**WHEREAS**, the City values and welcomes all visitors to the City and recognizes their contributions to the City's economy, but finds that in order to maintain the City's long-term viability as a community where people not only come to visit, but also live, work, and contribute to the long-term betterment of the community through participation in the City's schools, local community groups, civic government, and local serving businesses, the City must maintain a balance between residential land uses and visitor-serving uses; and

**WHEREAS**, the City's existing housing stock is significantly impacted, with demand outweighing supply, resulting in extremely high housing prices as detailed in the accompanying staff report. A limited supply of suitable vacant land, exorbitantly high land costs, and limitations in the City's existing infrastructure, among other factors, can constrain the construction of additional housing in the City; and

**WHEREAS**, as noted in the Housing Element of the City's General Plan, which was certified in July 2024, the City is actively seeking to address the City's housing challenges and facilitate the development of affordable housing; and

**WHEREAS**, these efforts have highlighted the challenge of providing sufficient housing to meet demand, particularly at more affordable levels, due to the significant costs of acquiring housing or land for the development of housing in the City and the limited supply of such land; and

**WHEREAS**, the conversion of existing residential units to uses other than long-term residential use will further reduce the City's existing long-term housing supply, causing further imbalance between the demand for housing in the City and the existing supply, not only altering the character of the City's residential neighborhoods, but also presenting further challenges to the City's efforts to provide affordable housing within the community; and

**WHEREAS**, the City additionally has, for many years, worked to preserve its existing housing stock for long-term residential use, both to maintain the character of its residential neighborhoods and prevent residential districts from becoming visitor- and tourist-serving districts, and to ensure that the housing stock would not be converted to uses other than long-term residential uses; and

**WHEREAS**, to this end, in 1996, the City adopted Ordinance No. 387, which prohibited the creation of time-share projects as a use within any zone of the City, with only two exceptions for legacy projects. The City imposes this restriction because (a) the use of land and the conversion of residential dwelling units to time-share projects would reduce the availability of residential dwelling units that would otherwise be available for long-term occupancies and (b) time-share projects are inappropriate in residential areas because those uses have the same character as commercial hotels, motels, and other transient-occupancy uses and would result in increased traffic generation and multiple occupancies disturbing the peace and quiet of residential neighborhoods; and

**WHEREAS**, the City has historically not received complaints about time-sharing uses in residential neighborhoods (because they are clearly prohibited). In recent years, however, the City began receiving complaints regarding single-family homes in the City that were being marketed and sold as "fractional ownership" or "co-ownership" homes, wherein each buyer may acquire a one-eighth interest in a limited liability company that owns the home. Under the structure through which these dwelling units are marketed and sold, each owner gets a one-eighth share along with the right to use the home for one-eighth of each year indefinitely. During each owner's usage period, that owner has exclusive use of the entire house. All rentals are prohibited; only owners and their guests are permitted to use the house. Each owner pays regular assessments to fund the operating costs of the home and maintenance reserves; and

**WHEREAS**, this arrangement, which provides that each purchaser is entitled to exclusive use of the property for a fixed number of days each year, is a "time-share plan" as defined in Business and Professions Code section 11212, and a "time share project" as defined in Section 21.08.462 and a "time share program" as defined in Section 3.12.020 of the City's Municipal Code; and

**WHEREAS**, the City is aware of numerous complaints regarding these properties in the City and elsewhere, including parking impacts from large numbers of people staying at these properties; excessive noise late into the evening due to frequent outdoor parties; traffic due to frequent visitor turnover; traffic, noise and parking concerns due to frequent visits from cleaning, landscape maintenance and pool cleaning services that come to the properties in between each stay to prepare the home for the next guest; and an inability to maintain lines of communication to set community expectations with the users of the unit, as visitors only frequent the homes for short term stays of 2 to 14 days; and

**WHEREAS**, the complaints received by the City and other jurisdictions are reflective of the reasons that the City prohibited time-share projects within residential areas of the City. The time-share uses provide a short-term, high-impact, vacation-oriented use of property, where those that buy into the time-share use the home for entertaining and short-term stays while

visiting golf courses and other tourist-oriented locations in Indian Wells and the surrounding Coachella Valley; and

**WHEREAS**, this high-impact use, combined with the frequent turnover and commercial management of these properties is not consistent with the residential districts in which they are located. It is commercial in nature, in that these time-share uses are structured as a short-term, tourist-oriented, visitor-serving use of the subject properties. The use of these properties as time-shares adds excessive noise and traffic to residential districts by using these properties for high-impact tourist-oriented uses more appropriately located in commercial districts of the City; and

**WHEREAS**, expanded use of residential properties for time-share uses will further reduce the availability of housing stock for long-term residential use, and create a new demand for time-share uses of residential properties; and

**WHEREAS**, this encroachment of tourist-oriented, visitor-serving uses in residential neighborhoods will not only compromise the residential character of these areas, but will also further increase the costs for housing in the City, undermining the City's efforts to provide a balance of housing for all income levels in the City; and

**WHEREAS**, the City's authority to enact zoning ordinances is based on the powers accorded cities and counties under the state constitution to make and enforce police regulations. This police power grants the City broad authority to regulate the development and use of real property within its jurisdiction to promote the public welfare; and

**WHEREAS**, in accordance with this authority, the City Council desires to reaffirm its restrictions on time-share uses in residential areas, and to update the language of the Zoning Code to provide consistency with the terminology used to define time-share uses in state law; and

**WHEREAS**, the Planning Commission of the City of Indian Wells held a duly noticed public hearing on August 29, 2024, as required by law to consider all the information presented by staff, and public testimony presented in writing and at the meeting; and

**WHEREAS**, on August 29, 2024, the Planning Commission of the City of Indian Wells held a duly noticed public hearing, as required by law, to consider all the information presented by staff, and public testimony presented in writing and recommended the City Council approve this Ordinance amending the Municipal Code as described herein; and

**WHEREAS**, on September 5, 2024, the City Council held a duly noticed public hearing, accepted testimony from the public, considered the Planning Commission's recommendation, and discussed the proposed amendments and staff's recommended approval of this ordinance; and

**WHEREAS**, the proposed zoning amendments are consistent with the General Plan goals, policies and implementation programs as the ordinance will continue to preserve the small-scale residential-resort character of the City of Indian Wells; will preserve the City's residential districts for residential uses; and will help to preserve the City's existing housing stock for long-term

residential uses to avoid further exacerbating the existing impacts on the City’s housing supply;  
and

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

**SECTION 1.** The above recitals are hereby incorporated as though set forth in this section.

**SECTION 2.** Chapter 21.32 is hereby added to Title 21 of the Indian Wells Municipal Code, to read in its entirety as follows:

**“Chapter 21.32 TIME-SHARE USES**

**21.32.010 Purpose and Findings**

**21.32.020 Definitions**

**21.32.030 Time-share Uses Restricted**

**21.32.040 Violations, Enforcement and Civil Penalties**

**21.32.010 Purpose and Findings**

- A. There is a critical shortage of permanent, long-term housing in the City of Indian Wells.
- B. A limited supply of suitable vacant land, land values, and market demand for land for other uses have limited the construction of additional housing in the City.
- C. The City is a popular tourist destination known for its scenic Coachella Valley location, exceptional resorts, and small-town character.
- D. The City stands out in the Coachella Valley for its ability to attract visitors while also supporting the needs of its resident population. Maintaining the balance between the quality of life for residents and those who work in the City and the visitors who help to sustain the City’s tourist economy is key to maintaining a sustainable community and a stable economy.
- E. Time-share uses are not an appropriate land use in the City’s residential districts due to the multiple transitory occupancy of time-share properties, the short-term tourist-oriented use of such property, and commercial management of time-share facilities, all of which create increased traffic generation, excessive noise, disruption to residential communities through commercial-level maintenance of the time-share facilities, and therefore are appropriately confined to commercial zoning districts.
- F. Conversion of permanent housing to time-share facilities removes existing housing units from the City’s existing stock and exacerbates an already severe housing shortage.

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G. It is therefore in the public interest to prohibit conversions of existing housing units into time-share facilities, as to do so eliminates needed housing stock by diverting those units to tourist-oriented, commercial use.

### **21.32.020 Definitions**

For purposes of this Chapter, the following words and phrases have the meaning respectively ascribed to them by this Section:

"Accommodation" means any dwelling unit, apartment, condominium, condominium hotel or hotel unit, hotel or motel room, or other structure constructed for residential use and occupancy, including but not limited to a single-family dwelling, or unit within a multifamily dwelling, all as defined in Chapter 21.08.

"Building" shall have the meaning ascribed to it by Chapter 21.08.

"Dwelling unit" shall have the meaning ascribed to it by Chapter 21.08.

"Managing entity" means the person who undertakes the duties, responsibilities and obligations of the management of a time-share plan.

"Person" means a natural person, corporation, limited liability company, partnership, joint venture, association, estate, trust, or other legal entity, or any combination thereof.

"Time-share instrument" means one or more documents, by whatever name denominated, creating or governing the operation of a time-share plan and includes the declaration dedicating accommodations to the time-share plan.

"Time-share interest" means the right to exclusively occupy a time-share property for a period of time on a recurring basis pursuant to a time-share plan, regardless of whether or not such right is coupled with a property interest in the time-share property or a specified portion thereof.

"Time-share plan" means any arrangement, plan, scheme, or similar device, whether by membership agreement, bylaws, shareholder agreement, partnership agreement, sale, lease, deed, license, right to use agreement, or by any other means, whereby a purchaser, in exchange for consideration, receives the right to exclusive use of an accommodation or accommodations, whether through the granting of ownership rights, possessory rights or otherwise, for a period of time less than a full year during any given year, on a recurring basis for more than one year, but not necessarily for consecutive years.

"Time-share property" means one or more accommodations subject to the same time-share plan, together with any other property or rights to property appurtenant to those accommodations.

"Time-share use" means the use of one or more accommodations or any part thereof, as a time-share property pursuant to a time-share plan.



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**21.32.030 Time-share Uses Restricted**

Except as hereinafter provided, time-share uses are prohibited in all zones within the City. The following two time-share uses (previously referred to as time share projects), which were in existence as of October 16, 1980, shall be permitted subject to the following limitations:

- A. Sweetwater Condoshare. The forty-four (44) condominium units designated in a document filed with the City Clerk's office as Palm Springs Condoshare Project I; and
- B. Worldwide Vacations. The forty-eight (48) hotel rooms are currently in existence and located at 75-188 Highway 111.

**21.32.040 Violations, Enforcement, and Civil Penalties**

A. Any responsible person, including but not limited to an owner of a time-share interest, management entity, agent, or broker who uses, or allows the use of, or advertises or causes to be printed, published, advertised or disseminated in any way and through any medium, the availability for sale or use of an accommodation in violation of this chapter is guilty of a misdemeanor for each day in which such accommodation is used, allowed to be used, or advertised for sale or use in violation of this chapter. Such violation punishable in accordance with Chapter 1.16.

B. Time-share use or advertisement for time-share use of an accommodation in violation of this chapter is a threat to public health, safety, or welfare and is thus declared to be unlawful and a public nuisance. Any such nuisance may be abated or restored by the enforcement official and also may be abated in accordance with Chapter 1.16, except that the civil penalty for a violation is \$1,000.00 for each offence. Each day the violation occurs constitutes a separate offense.

C. Any responsible person who violates this chapter is liable and responsible for a civil penalty of \$1,000.00 per violation per day that such violation occurs. The City may recover such civil penalty by either civil action or administrative citation. Such penalty is in addition to all other costs incurred by the City, including without limitation the City's staff time, investigation expenses, and attorney's fees.

1. When the City proceeds by civil action, the court has discretion to reduce the civil penalty based on evidence presented by the responsible person that such a reduction is warranted by mitigating factors including, without limitation, lack of culpability or inability to pay. Provided, however, that in exercising its discretion the court should consider the purpose of this chapter to prevent and deter violations and whether the reduction of civil penalties will frustrate that purpose by resulting in the responsible person's enrichment or profit as a result of the violation of this chapter. In any such civil action the City also may abate or enjoin any violation of this chapter.

2. When the City proceeds by administrative citation, Chapter 1.20 governs.

D. Any violation of this chapter may also be abated or restored by the enforcement official and also may be abated in accordance with Chapter 1.16, except that the civil penalty under Chapter 1.16 for a violation is \$1,000.00.

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- E. Each day the violation of this chapter occurs constitutes a separate offense.
- F. The remedies under this chapter are cumulative and in addition to any and all other remedies available at law and equity.”

**SECTION 3: Deletion of Section 21.04.090.** Section 21.04.090 is hereby deleted in its entirety.

**SECTION 4: CEQA.** This ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (the “Guidelines”), and the environmental regulations of the City. The City Council hereby finds that this ordinance is not subject to CEQA because the adoption of this ordinance is not a “project” under Sections 15060(c)(2) and 15060(c)(3) of Title 14 of the California Code of Regulations.

Moreover, under Section 15061(b)(3) of the State CEQA Guidelines, this ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

**SECTION 5: Effective Date.** This ordinance takes effect 30 days after adoption.

**SECTION 6: Custodian of Records.** The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk’s office located at 44950 Eldorado Drive, Indian Wells, CA 92210. The custodian of these records is the City Clerk.

**SECTION 7: Severability.** If any section, sentence, clause, or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**SECTION 8: Publication.** The City Clerk is hereby directed to certify the adoption of this ordinance. Not later than 15 days following the passage of this ordinance, the ordinance, or a summary thereof, along with the names of the City Council members voting for and against the ordinance, must be published in a newspaper of general circulation in the City of Indian Wells.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Indian Wells, California, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**GREG SANDERS**  
**MAYOR**

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

**CERTIFICATION FOR ORDINANCE NO. \_\_\_\_\_**

I, Angelica Avila, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that Ordinance No. \_\_\_\_, having been regularly introduced at the meeting of September 5, 2024, was again introduced, the reading in full thereof unanimously waived, and duly passed and adopted at a regular meeting of the City Council held on the \_\_\_ of \_\_\_\_\_, 2024 said ordinance was passed and adopted by the following stated vote, to wit:

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

AYES:  
NOES:

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ANGELICA AVILA**  
**CITY CLERK**

\_\_\_\_\_  
**TODD LEISHMAN FOR**  
**BEST BEST & KRIEGER LLP**  
**CITY ATTORNEY**

**ATTACHMENT #2**

**INDIAN WELLS CITY COUNCIL  
September 5, 2024**



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**To:** City Council  
**From:** City Attorney  
**Prepared by:** Todd Leishman, Best, Best, & Krieger LLP  
**Subject:** **Ordinance Amending Chapter 21.32 Relating to Time-Share Provisions of the Municipal Code**

**RECOMMENDED ACTIONS:**

Council **INTRODUCES** and **DISCUSSES** an ordinance adding Chapter 21.32 "Time-Share Uses" and deleting Section 21.04.090 from Title 21 of the Indian Wells Municipal Code reinforcing the City's prohibition against time-share uses within the City; and

**APPROVES** the ordinance to be brought back for second reading and adoption; and

**FINDS** the action to be exempt from the provisions of the California Environmental Quality Act ("CEQA") under state CEQA Guidelines sections 15060(c)(2), 15060(c)(3), and 15061(b)(3).

**BACKGROUND:**

In recent years, there has been discussion in California cities regarding time-share projects. One source of these discussions arise due to a company, now known as Pacaso, that began marketing homes in various cities in a manner that functions like a time-share project. Based on Pacaso's marketing materials, cities have concluded that the properties being marketed by Pacaso were not just fractional- or partial-ownership structures, but also constitute time-share uses with all the transitory-occupancy impacts. The City of St. Helena recently concluded litigation with Pacaso, the outcome of which was favorable to St. Helena. That litigation encourages a new look at the City's current regulation of time-share uses.

Currently, Section 21.04.090 of the City's Zoning Code prohibits the creation of a new time-share project in any zone within the City (the "Time Share Ordinance"). When reviewing the Time Share Ordinance in this context, the City Attorney's office found that the substance of the Time Share Ordinance applies to and prohibits "fractional-ownership" and fractional-use operations like Pacaso's — but the Time Share Ordinance has not been updated since its adoption in 1996 and could do more to put companies like Pacaso and their potential buyers on notice of the City's time-share restrictions. The City Attorney's office concluded that the Time Share Ordinance would benefit from an update

to refine the definitions to more directly address the impacts of time-share uses, to clarify the means used by the City to enforce the restrictions on time-share uses, and to clarify how time-share uses are treated (Attachment 1).

The City's Planning Commission reviewed the Time Share Ordinance at a public hearing on August 29, 2024, and unanimously recommended approval to the City Council under PC Resolution No 2024-06 (Attachment 2).

## **ANALYSIS**

The Analysis section of the Staff Report is organized as follows: First, the section provides a brief explanation for the City's conclusion that the homes that have been marketed by Pacaso constitute time-share projects. While the City's conclusion does not directly affect the changes to the Zoning Code set forth in the proposed ordinance, it is helpful to understand that the Time Share Ordinance, both in its original form and as proposed to be amended, is intended to protect against the impacts that these homes and similar uses could have on the City's housing supply and the character of the City's residential districts. Second, this section discusses the legal basis for the City's Time Share Ordinance, the reasons why the City prohibited time share uses in residential properties, and why those reasons continue to apply today. Third, this section outlines the changes made in the proposed ordinance and the reasons for the proposed changes.

### **A. Current Time Share Ordinance and Application to Pacaso Homes**

Section 21.04.090 of the Zoning Code prohibits the creation of a time-share project in any zone within the City. A time-share project is defined in section 21.08.462 as: a project "in which a person or entity receives the right or entitlement in perpetuity, for life or for a term of years or other extended term of the recurrent, exclusive use, right to use or occupancy of a lot, parcel, unit room(s), hotel or portion thereof, or segment of real property annually or on some other seasonal or periodic basis, for a period of time that has been or will be allotted from the use or occupancy periods into which the time share program which is involved has been divided. The right or entitlement to occupancy may attach in advance to a specific lot, parcel, unit, room(s), or portion of a hotel or segment of real property, or may involve designation or selection of the same at a future time or times. The interest obtained or owned by the occupant may be pursuant to a fee, lease, contractual right of exclusive occupancy, vacation license, prepaid hotel, reservation, club membership, limited partnership, vacation bond or otherwise." (Section 3.12.020 has a similar definition of "time share program" for purposes of transient-occupancy tax.) Together, the definition in section 21.08.462 and the prohibition in section 21.04.090 govern time-share uses of all kinds, including the fractional-ownership and fractional-use model promoted by Pacaso.

Pacaso provides a significant amount of information on its website regarding the manner in which its homes are used by the purchasers of a Pacaso home. According to Pacaso's website, the single family residences marketed by Pacaso are held by a property-specific

limited liability company ("LLC"), and each co-owner purchases a 1/8 share in the LLC. (Pacaso.com/learn) Each 1/8 share entitles the co-owner to 44 stay nights within any 365 day window. Stays can be from 2 to 14 nights in duration for each 1/8 share. Back-to-back stays are not permitted. (Pacaso.com/faq/scheduling) Stays are booked on an app, with specific rules governing the number of "special dates" that each co-owner can book, and the number of stays that each owner can book during "peak seasons." (Ibid.) Each owner can book the residence to use themselves, or may allow guests to use the residence, whether or not the co-owner is present. (Ibid.) Between each stay, Pacaso conducts a thorough inspection and cleaning. ("5 reasons Pacaso is better than a timeshare." Pacaso.com/blog/better-than-resort-timeshare.)

To summarize, the Pacaso model grants each 1/8 owner the right to use the property for a specific period of time (44 days in a year) in increments of 2 to 14 days. The use, occupancy, and possession of the property circulates among the co-owners according to a floating time schedule that gives each co-owner exclusive rights to the property for a specific period of time each year. The use is inherently one of transitory occupancy. This use structure fits squarely in the City's definition of a time-share program, and the properties operated by Pacaso in this manner are therefore time share projects under the existing Time Share Ordinance.

## **B. Reasons for the Existing Time Share Ordinance**

### *1. The City's General Plan*

The City of Indian Wells has long been defined by its small-scale, residential-resort quality. In commencing with the Indian Wells General Plan Update 2040, the City noted that one of the focuses of the General Plan will be to maintain adequate sites to accommodate the City's Regional Housing Needs Allocation ("RHNA") while retaining the residential-resort lifestyle.

### *2. Use of Zoning to Preserve Residential Areas*

The use of zoning to preserve the character of the residential districts of a City has been common for over a century. In the seminal case of *Euclid v. Ambler* the United State Supreme Court upheld the validity of comprehensive zoning that would set aside residential districts "from which business and trade of every sort, including hotels and apartment houses, are excluded." (*Euclid v. Ambler Co.* 272 U.S. 365, 390.) The U.S. Supreme Court upheld the Village of Euclid's zoning ordinance in that instance, noting that the inclusion of non-residential uses in residential districts may have an increasingly deleterious impact on the residential area "until, finally, the residential character of the neighborhood and its desirability as a place of detached residences are utterly destroyed." (*Id.* at 394.)

The California Court of Appeals followed *Euclid* and subsequent cases in upholding the City of Carmel-by-the-Sea's zoning restriction on short-term rentals. (*Ewing v. City of Carmel-By-The-Sea* (1991) 234 Cal.App.3d 1579.) In that case, the Court noted that the

City's chief purpose in adopting the short-term rental restriction was "to provide an appropriately zoned land area within the City for permanently single-family residential uses and structures and to enhance and maintain the residential character of the City." (Id. at 1579.) In upholding Carmel's short-term rental restriction, the Court found that short-term rentals "undoubtedly affect the essential character of a neighborhood and the stability of a community. Short-term tenants have little interest in public agencies or in the welfare of the citizenry. They do not participate in local government, coach little league, or join the hospital guild. They do not lead a scout troop, volunteer at the library, or keep an eye on an elderly neighbor. Literally, they are here today and gone tomorrow — without engaging in the sort of activities that weld and strengthen a community." (Id. at 1591.)

### *3. Impacts of Time Share Uses on Residential Districts*

Like Carmel, the City strives to maintain the character of its resort-residential areas in the face of intense demand for accommodations to serve visitors to the City. The Time Share Ordinance is one of the means that the City has in place to ensure that it is able to maintain its existing and limited housing stock for use in long-term residency, and to maintain the character of its residential zoning districts.

#### *i. Housing Shortages and Impacts of Time-Share Uses on Existing Housing Stock*

In adopting the current Time Share Ordinance, the City Council implicitly prioritized long-term occupancies and accessible housing. That continues to be the case, and is undoubtedly worse than was the case at the time the Time Share Ordinance was originally adopted.

The City has made and continues to make efforts to address the need for affordable housing in the City. The City has also ensured that new non-residential development will assist the City in providing adequate affordable housing. These efforts, however, have highlighted the challenges of providing housing at all income levels, with the most significant challenge being a limited supply of existing housing stock in the City, and a limited supply of available land for new housing. Given the housing shortage already in existence, losing additional housing stock will only make this problem worse.

The conversion of homes to time-share projects has always threatened to eliminate residential dwelling units that would otherwise be available for long-term residential use. This continues to be true, as a home that is used for time-share purposes will no longer be available for households to use as their long-term residence. This threat to the City's existing housing stock is not insignificant. The publicity regarding Pacaso's rise as a company speaks to a pent up demand for homes that could be converted to time-share use, reducing available housing stock for long-term use. Pacaso's co-founder has indicated that "[t]here are tens of millions of families that aspire to own second homes but are unable to, due to reasons of cost." ("Just Five Months Old, Zillow Co-founder's Pacaso Claims It's Already A Unicorn" Noah Kirsch (March 24, 2021)

(<https://www.forbes.com/sites/noahkirsch/2021/03/24/just-five-months-old-zillow-cofounders-pacaso-claims-its-already-a-unicorn/>.) In discussing Pacaso’s model, Dan Wenhold of the venture capital firm Fifth Wall said “[t]hey were taking a previously illiquid asset, which was a timeshare, and making it affordable for the masses, also making it attainable for folks who wanted to own a second home but previously weren’t able to.” (“Pacaso, the Proptech Startup Founded by Zillow Alums, Raises \$125M Series C” Sophia Kunthara (September 14, 2021) ([news.crunchbase.com/news/proptech-startup-pacaso-raises-125m-series-c](https://news.crunchbase.com/news/proptech-startup-pacaso-raises-125m-series-c).) Creating a new market for these prospective buyers who otherwise would not buy second homes unquestionably increases demand for these homes by creating an incentive for time-share companies to buy up residences to meet this market demand. Creating more demand, and reducing supply, will further ratchet up housing costs, exacerbating the already significant housing shortage in the City.

*ii. Impacts to Character of the City’s Residential Districts*

Time-share projects have the same characteristics and impacts as commercial hotels, motels, and other transient occupancy uses due to their transient nature and to the multiple short-term occupancies by those participating in time-sharing projects. The current Time Share Ordinance effectively concludes that this commercial or quasi-commercial-like use is inappropriate in residential areas. This makes sense due to the increased traffic generation and multiple occupancies disturbing the peace and quiet of residential neighborhoods. This continues to be the case, as the nature of time-share uses of residential property is different than the typical long-term residential uses for which the residential districts of the City are intended.

The intensity of this use is a significant reason that these uses can change the character of a residential neighborhood. Long-term residents, whether owners or renters, will occasionally have guests, and will occasionally have parties, but these time-share homes are used exclusively by people who are coming to the City on a short-term basis for vacation or leisure. People in that situation will typically stay out and stay up later, entertain more and gather in larger numbers while on vacation. That is the reason that these transitory lodgings are more appropriate in non-residential areas that are intended to cater to the City’s visitors and tourists. Time-share uses can change the character of a residential neighborhood by having it serve not only as a residential area but also a visitor-lodging area, and subjecting the neighborhood to the impacts that come with that more intense land use.

In its marketing materials, Pacaso cites this intensity of use as a benefit, indicating that having these units filled with visitors seven days a week will benefit the local economy, since these visitors will patronize local businesses. ([pacaso.com/communities](https://pacaso.com/communities)) However, as noted above, the City strives through its General Plan to achieve a balance between benefits to the local economy and maintaining the character of the City. Bringing more visitors into residential neighborhoods to improve the local economy does not help to achieve that balance. Instead, it tips the scales in favor of the local tourism economy, at the expense of the residential character of these neighborhoods.



The nature of the time-share use itself can impact the residential character of the City's residential districts because it will ensure that the time-share users can only use their property for a limited amount of time each year. In the case of Pacaso owners, each stay is limited to 2 to 14 days. As discussed above, in the *Ewing v. City of Carmel-by-the-Sea* case, the California Court of Appeal found that short-term rentals would affect the essential character of a neighborhood and the stability of a community. The Court noted that "[s]hort term rent[ers] have little interest in public agencies or in the welfare of the citizenry. They do not participate in local government, coach little league, or join the hospital guild. They do not lead a Scout troop, volunteer at the library, or keep an eye on an elderly neighbor. Literally they are here today and gone tomorrow—without engaging in the sort of activities that weld and strengthen a community." The same problem is present with time-share uses.

### **C. Proposed Amendments to the Time Share Ordinance**

The proposed ordinance would make certain changes to the City's existing Time Share Ordinance, as described below.

#### *1. Findings and Establishment of New Chapter*

The proposed ordinance includes detailed recitals and findings describing the policy bases for the City's regulation of time-share uses. The findings are consistent with the findings made as part of the original Time Share Ordinance, but more detail has been added. The policy bases for the proposed ordinance are discussed in the sections above, and further discussion is not necessary here.

The proposed ordinance also relocates the restrictions on time-share uses to its own chapter at Chapter 21.32. The Time Share Ordinance is currently located in Section 21.04.090. City staff believes that with the added level of detail in the proposed ordinance, these provisions merit being located in a separate chapter, and recommends the new location of the Time Share Ordinance accordingly.

#### *2. Definitions*

The proposed ordinance expands beyond section 21.04.090 to create definitions that are used to define time-share uses. The new definitions are modeled on the definitions utilized by the state to regulate time-shares in the Vacation Ownership and Time-Share Act of 2004 (Bus. & Prof. Code §§11210–11288), but are modified somewhat to better apply in the land use regulation context.

The new ordinance includes a number of definitions that work in concert to define a time-share use. The ordinance defines a "time-share use" as the use of one or more accommodations, or any part thereof, as part of a time-share property pursuant to a time-share plan. An "accommodation" is defined in this Chapter to include a range of residential units that could potentially be used for time-share purposes. The types of

residential units that can be accommodations are listed at the beginning of Section 21.32.020 in the proposed ordinance. A "time-share plan" is defined in the ordinance, and generally includes any arrangement, plan, scheme or similar device whereby a purchase receives the right to exclusive use of the accommodation, whether through the granting of ownership rights, possessory rights or otherwise, for a period of time less than a full year during any given year. A "time-share property", in turn is defined as one or more accommodations that are subject to the same time-share plan together with any property rights that are appurtenant to the accommodations. A "time-share instrument", is the document or documents that create or govern the operation of the time-share plan. Therefore a time-share use is the use of a residential property that fits within the definition of an "accommodation" under the ordinance, pursuant to a "time-share plan," which grants each owner of the time-share property exclusive use of the property for a certain period of time each year, but not the full year.

**The focus here is not on ownership, but use.**

It is important to note that not all properties with multiple owners or owned by business entities (such as LLCs) would constitute a time-share use under these definitions. The definitions focus on the manner in which the accommodation is used, not how it is owned. A time-share use allows each owner exclusive use of the property for a specific period of time. This manner of use prevents the property from being used for long-term residency, and leads to the continual cycling of visitors through the property and the more intense, constant vacation-oriented use that the ordinance seeks to limit in residential districts of the City.

A property that is owned by a group of friends or extended family members, whether through a separate business entity or otherwise, will not necessarily mandate that only one owner will be able to use the property at a time. The more formal arrangement found in time-share uses increases the intensity of use, in that each individual time-share owner cycles through the property, whereas families or friends are more likely to use the property together or in groups leading to less transition in the residential neighborhood. The more formal relationship, use of professional property managers and rights to exclusive use found in time-share uses contributes to the commercial character of the property, with added traffic due to the more frequent turnover of visitors and more frequent cleaning and inspection between each user, which is common for a commercial vacation property, but not for a home owned by family or friends.

*3. Enforcement*

The new ordinance additionally adopts a new enforcement structure for the City time-share restrictions. The ordinance prohibits both the use of accommodations for time-share use, and the advertisement of accommodations for time-share uses. This will better allow the City to prevent time-share uses in residential neighborhoods before they occur. The proposed ordinance also outlines the process that will be used to enforce this new

Chapter, again based on the City's existing regulations. This approach has proved to be effective in enforcing the City's other regulations, and will help the City to take a more preventative approach to enforcing its time-share regulations as well. The proposed ordinance does include a different administrative-fine amount, to effectively deter violations.

### **FISCAL IMPACT:**

The proposed ordinance will not result in any new cost to the City.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

This action has been reviewed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the environmental regulations of the City. The City, acting as Lead Agency, has determined this action is not subject to CEQA because the adoption of this ordinance is not a "project" pursuant to Sections 15060(c)(2) and 15060(c)(3) of Title 14 of the California Code of Regulations. Specifically, this ordinance only affirms and clarifies existing regulations regarding time-share uses within the City and merely authorizes administrative and implementation activities which will not result in a direct or reasonably foreseeable indirect physical change to the environment.

Moreover, under Section 15061(b)(3) of the State CEQA Guidelines, this ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

### **ATTACHMENTS:**

1. Ordinance
2. PC Resolution

ATTACHMENT #3

**RESOLUTION NO. PC 2024-06**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INDIAN WELLS, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ADDING CHAPTER 21.32 "TIME-SHARE USES" TO TITLE 21 OF THE INDIAN WELLS MUNICIPAL CODE; DELETING SECTION 21.04.090; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060(c)(2), 15060(c)(3), AND 15061(b)(3)**

**WHEREAS**, the City of Indian Wells is a popular tourist destination, known for its world-class resorts and small town residential-resort character; and

**WHEREAS**, preserving the quality and character of the City has been a focal point of the City's land use planning for decades; and

**WHEREAS**, the City stands out in the Coachella Valley for its ability to attract visitors while also supporting the needs of its resident population. Maintaining the balance between the quality of life for residents and those who work in the City and the visitors who help to sustain the City's tourist economy is key to maintaining a sustainable community and a stable economy; and

**WHEREAS**, the City values and welcomes all visitors to the City and recognizes their contributions to the City's economy, but finds that in order to maintain the City's long-term viability as a community where people not only come to visit, but also live, work and contribute to the long-term betterment of the community through participation in the City's schools, local community groups, civic government and local serving businesses, the City must maintain a balance between residential land uses and visitor-serving uses; and

**WHEREAS**, the City's existing housing stock is significantly impacted, with demand outweighing supply, resulting in extremely high housing prices as detailed in the accompanying staff report. A limited supply of suitable vacant land, exorbitantly high land costs, and limitations in the City's existing infrastructure, among other factors, can constrain the construction of additional housing in the City; and

**WHEREAS**, as noted in the Housing Element of the City's General Plan, which was certified in July 2024, the City is actively seeking to address the City's housing challenges and facilitate the development of affordable housing; and

**WHEREAS**, these efforts have highlighted the challenge of providing sufficient housing to meet demand, particularly at more affordable levels, due to the significant costs of acquiring housing or land for the development of housing in the City and the limited supply of such land; and

**WHEREAS**, the conversion of existing residential units to uses other than long-term residential use will further reduce the City's existing long-term housing supply, causing further imbalance between the demand for housing in the City and the existing supply, not only altering

the character of the City's residential neighborhoods, but also presenting further challenges to the City's efforts to provide affordable housing within the community; and

**WHEREAS**, the City additionally has, for many years, worked to preserve its existing housing stock for long-term residential use, both to maintain the character of its residential neighborhoods and prevent residential districts from becoming visitor and tourist-serving districts, and to ensure that the housing stock would not be converted to uses other than long-term residential uses; and

**WHEREAS**, to this end, in 1996, the City adopted Ordinance No. 387, which prohibited the creation of time-share projects as a use within any zone of the City, with only two exceptions for legacy projects. The City imposes this restriction because (a) the use of land and the conversion of residential dwelling units to time-share projects would reduce the availability of residential dwelling units that would otherwise be available for long-term occupancies and (b) time-share projects are inappropriate in residential areas because those uses have the same character as commercial hotels, motels, and other transient-occupancy uses and would result in increased traffic generation and multiple occupancies disturbing the peace and quiet of residential neighborhoods; and

**WHEREAS**, the City has historically not received complaints about time-sharing uses in residential neighborhoods (because they are clearly prohibited). In recent years, however, the City began receiving complaints regarding single-family homes in the City that were being marketed and sold as "fractional ownership" or "co-ownership" homes, wherein each buyer may acquire a one-eighth interest in a limited liability company that owns the home. Under the structure through which these dwelling units are marketed and sold, each owner gets a one-eighth share along with the right to use the home for one-eighth of each year indefinitely. During each owner's usage period, that owner has exclusive use of the entire house. All rentals are prohibited; only owners and their guests are permitted to use the house. Each owner pays regular assessments to fund the operating costs of the home and maintenance reserves; and

**WHEREAS**, this arrangement, which provides that each purchaser is entitled to exclusive use of the property for a fixed number of days each year, is a "time-share plan" as defined in Business and Professions Code section 11212, and a "time share project" as defined in Section 21.08.462 and a "time share program" as defined in Section 3.12.020 of the City's Municipal Code; and

**WHEREAS**, the City is aware of numerous complaints regarding these properties in the City and elsewhere, including parking impacts from large numbers of people staying at these properties; excessive noise late into the evening due to frequent outdoor parties; traffic due to frequent visitor turnover; traffic, noise and parking concerns due to frequent visits from cleaning, landscape maintenance and pool cleaning services that come to the properties in between each stay to prepare the home for the next guest; and an inability to maintain lines of communication to set community expectations with the users of the unit, as visitors only frequent the homes for short term stays of 2 to 14 days; and

**WHEREAS**, the complaints received by the City and other jurisdictions are reflective of the reasons that the City prohibited time-share projects within residential areas of the City. The time-share uses provide a short-term, high-impact, vacation-oriented use of property, where those that buy into the time-share use the home for entertaining and short-term stays while

visiting golf courses and other tourist-oriented locations in Indian Wells and the surrounding Coachella Valley; and

**WHEREAS**, this high-impact use, combined with the frequent turnover and commercial management of these properties is not consistent with the residential districts in which they are located. It is commercial in nature, in that these time-share uses are structured as a short-term, tourist-oriented, visitor-serving use of the subject properties. The use of these properties as time-shares adds excessive noise and traffic to residential districts by using these properties for high-impact tourist-oriented uses more appropriately located in commercial districts of the City; and

**WHEREAS**, expanded use of residential properties for time-share uses will further reduce the availability of housing stock for long-term residential use, and create a new demand for time-share uses of residential properties; and

**WHEREAS**, this encroachment of tourist-oriented, visitor-serving uses in residential neighborhoods will not only compromise the residential character of these areas, but will also further increase the costs for housing in the City, undermining the City's efforts to provide a balance of housing for all income levels in the City; and

**WHEREAS**, the City's authority to enact zoning ordinances is based on the powers accorded cities and counties under the state constitution to make and enforce police regulations. This police power grants the City broad authority to regulate the development and use of real property within its jurisdiction to promote the public welfare; and

**WHEREAS**, in accordance with this authority, the City Council desires to reaffirm its restrictions on time-share uses in residential areas, and to update the language of the Zoning Code to provide consistency with the terminology used to define time-share uses in state law; and

**WHEREAS**, on August 18, 2024, the City noticed the Planning commission public hearing for the proposed ordinance in accordance with Government Code section 65090; and

**WHEREAS**, on August 29, 2024, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning the proposed ordinance; and

**WHEREAS**, the proposed zoning amendments are consistent with the General Plan goals, policies and implementation programs as the ordinance will continue to preserve the small-scale residential-resort character of the City of Indian Wells; will preserve the City's residential districts for residential uses; and will help to preserve the City's existing housing stock for long-term residential uses to avoid further exacerbating the existing impacts on the City's housing supply.

**NOW, THEREFORE**, the Planning Commission of the City of Indian Wells does resolve, determine, find and order as follows:

**SECTION 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein as substantive findings of this resolution.

**SECTION 2. CEQA.** This ordinance was assessed in accordance with the authority and

criteria contained in the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that this ordinance is not subject to CEQA because the adoption of this ordinance is not a "project" under Sections 15060(c)(2) and 15060(c)(3) of Title 14 of the California Code of Regulations. Specifically, this ordinance only affirms and clarifies existing regulations regarding timeshare uses within the City and merely authorizes administrative and implementation activities which will not result in a direct or reasonably foreseeable indirect physical change in the environment.


Moreover, under Section 15061(b)(3) of the State CEQA Guidelines, this ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

**SECTION 3. General Plan.** Based on the entire record before the Planning Commission, and all written and oral evidence presented, the Planning Commission hereby finds that the proposed ordinance is consistent with the City's adopted General Plan and does not conflict with any of the General Plan's goals or policies.

**SECTION 4. Recommendation.** The Planning Commission hereby recommends that the City Council adopt the attached proposed ordinance entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ADDING CHAPTER 21.32 "TIME-SHARE USES" TO TITLE 21 OF THE INDIAN WELLS MUNICIPAL CODE; DELETING SECTION 21.04.090; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060(C)(2), 15060(C)(3), AND 15061(B)(3)."

City of Indian Wells  
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**PASSED, APPROVED, AND ADOPTED** by the Planning Commission of the City of Indian Wells, California, at a regular meeting held on this 29<sup>th</sup> day of August 2024.

  
\_\_\_\_\_  
**JOHN SCHLEIMER**  
**CHAIR**

**CERTIFICATION FOR RESOLUTION NO. PC 2024-06**


I, Jon Berg, Community Development Director of the Planning Department of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the Planning Commission is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the Planning Commission of the City of Indian Wells on the 29<sup>TH</sup> day of August, 2024, by the following vote:

**AYES: 3 – Bahneman, Schleimer, Schubert**  
**NOES: 0 – None**  
**RECUSE: 2 – Conway, Welch**

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**JON BERG**  
**COMMUNITY DEVELOPMENT DIRECTOR**

  
\_\_\_\_\_  
**TODD LEISHMAN**  
**CITY ATTORNEY**





# INDIAN WELLS CITY COUNCIL

## October 24, 2024

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**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Christopher Freeland, City Manager  
**Subject:** **Award of Bid for Redesign of the Players Course at the Indian Wells Golf Resort**

### RECOMMENDED ACTIONS:

Council **AUTHORIZES** the supplemental appropriation of \$12,000,000 to Troon to complete the redesign of the Player's Course; and

**AUTHORIZES** the supplemental appropriation of \$1,500,000 to Troon to complete a Fire Access Road, utilizing County Structural Fire Tax Credits; and

**AUTHORIZES** the City Attorney to prepare an addendum to the Troon Management Agreement permitting Troon to serve as project manager for this capital improvement project; and

**ADOPTS** Resolution approving an Addendum to the City's General Plan Final Environmental Impact Report per Section 15164(a) of the California Environmental Quality Act (CEQA) Guidelines and directing staff to file the Notice of Determination.

### BACKGROUND:

At the April 2, 2024, Golf Resort Strategic Planning Session, the City Council selected John Fought, the original designer of the Players Course, to complete the construction and bidding documents for its redesign, and to seek construction bids. Troon worked closely with City staff and Troon to review bid documents before going out to bid.

The Indian Wells Golf Resort (IWGR) is home to two 18-hole golf courses: the Clive Clark-designed Celebrity Course (opened in November 2006) and the John Fought-designed Players Course (opened in November 2007). Commonly known as "Beauty and the Beast" in golf magazines, the Celebrity and Players courses have received numerous accolades as a premier golf destination and as one of the best municipal golf courses.

The Player's Course is 17 years old and is in need of significant rehabilitation in the next couple of years. Already, there have been issues with the current irrigation system,

bunkers need to be redone, and tees and greens need to be renovated. The American Society of Golf Course Architects (ASGCA), with assistance from the United States Golf Association (USGA) Green Section, the Golf Course Builders Association of America (GCBA), and the Golf Course Superintendents Association of America (GCSAA), analyzed the life expectancy of various components of golf courses and prepared a document of their findings entitled *Golf Course Items Expected Life Cycle*. A copy of that document is attached (Attachment #1). In that document, the life expectancy of most golf course components is less than 20 years.

Troon has noticed the Players Course is experiencing increased maintenance needs due to the age and wear-and-tear of the course. In addition, the desert conditions place a greater strain on irrigation systems and golf course maintenance technology has improved over the past 20 years. As such, Troon recommends that the Players Course undergo complete rehabilitation to the Players Course in the next couple of years. Over time, greens can become uneven, impacting ball roll, while tee boxes may experience compaction, inhibiting proper turf growth. Sand traps may lose their shape and drainage, rendering them unplayable. These issues not only detract from the overall golfing experience but also reduce the course's appeal to players.

In a competitive market such as the Coachella Valley, players expect well-maintained courses that provide both challenge and enjoyment. Rehabilitating these areas will improve playability, attract more golfers, and keep the course competitive with newer and better-maintained facilities.

For the last several years, the City of Indian Wells and Troon held multiple public community discussions (e.g., strategic planning sessions, Indian Wells Golf Advisory Committee meetings, and golf resort master plan outreach) to discuss the goals and objectives of a potential redesign, including:

- Addresses needed rehabilitation (e.g., irrigation system, bunkers, leveling of tee boxes, and reconstruction of greens).
  - The course has been subject to deferred maintenance in past years.
- Address parking deficiency.
- Protect golf course economics.
  - Remain a top golf destination and maintain the IWGR market share in a highly competitive golf market.
  - The golf resort's main competitors (e.g., Desert Willow and PGA West) have undergone similar course improvements.
  - Preserve and enhance the pavilion area for special events.
- Improve golf course economics.
  - Revenues (e.g., greens fees, food and beverage, and merchandise) are expected to increase.
  - Provide returning nine holes for food and beverage revenue opportunities and attract major tournaments (e.g. LPGA event).

- Improve public safety with the addition of a fire access road to the pavilion.
  - The pavilion was added after the golf courses were installed. With the success of the pavilion to host large gatherings, the City, Troon, and Fire Department all support improving fire and emergency medical services access to the pavilion.
  - Improving public safety access to the Pavilion has been a longstanding priority for the Council. Currently, there is no convenient route for emergency vehicles to safely reach the pavilion in case of a medical emergency or fire. The existing bridge does not meet the load capacity for emergency vehicles. For the last several years, the City has analyzed ways to get emergency vehicles to the pavilion (e.g., new bridge, travel through the Whitewater Channel, new road off Fred Waring). Staff has met with the Fire Marshall who supports a Fire Access Road to the pavilion from Fred Waring. This will improve response times to the pavilion in case of an emergency.
- Improve golfer experience.
  - Elimination of the low-flow golf cart path between Hole #16 and Hole #17.
  - Reduction and adjustment of sand traps to make them more player-friendly, improve the pace of play, and reduce maintenance time and cost.
  - Expand the short-game practice area. This includes areas to practice putting, chipping, and bunker play.
  - Provide an opportunity to reduce common areas between holes that are more difficult to maintain and unsightly.

### **City Committee Reviews**

Resident members of the Golf Resort Advisory Committee met with John Fought about the potential redesign of the Players Course. On March 22, 2023, they expressed support for the redesign.

At the January 10, 2024, Finance Committee meeting, the Committee reviewed a comprehensive Sources and Trends analysis to fund various city projects, including the Players Course redesign. The Finance Director shared with the Committee that sufficient funds are available to meet this project's financial needs and maintain healthy fund balances for several other city priorities (e.g., whitewater channel armoring, re-imagining of the Vue, traffic improvement projects, etc.).

At the March 26, 2024, Golf Resort Advisory Committee meeting, the Committee was updated on the Players Course redesign, including the proposals from Rees Jones and Pascuzzo & Pate. At the conclusion of the meeting, the Committee unanimously approved a recommendation to the City Council to move forward on redesigning the Players Course.

On October 15, 2024, the City Council held a study session on the potential redesign of the Players Course. Information on the project was shared with the community, and a

dialogue on the merits of the project, an explanation of the difference between the preliminary project cost estimates and bid costs was explained, and public input was received. Council continued discussions on this project until October 24, 2024.

## **DISCUSSION:**

Per the City Council's direction, City staff, Troon, and John Fought completed the construction drawings and bid documents to redesign the Players Course. The City conducted an initial bid process, resulting in only one bid being received. After consulting with Troon on the City's bid process, it was determined to rebid the project with Troon conducting the bid process. They believe certain golf course construction companies may have been hesitant to contract with the City rather than a golf management company, plus Troon has contacts in the industry that they could encourage to submit construction bids.

Troon publicly solicited bids on September 9, 2024, and held a pre-bid meeting with interested contractors on September 17, 2024. Bidding closed on September 27, 2024, with Troon receiving three bids: Landscapes Unlimited at \$12.15 million, Heritage Links at \$12.4 million, and Sperber Landscape Companies at \$16.9 million. All three bids are attached (Attachment #6-#8). Troon reviewed the bids and has determined that Landscapes Unlimited is the preferred vendor at \$12.15 million.

In addition to the construction bids, additional funds are needed to complete the project. While much of the costs for amenities are built into the bids (e.g., improved landscaping, new trees, upgraded sand in bunkers, grading to enhance player views), unexpected costs or additional funds are needed for other improvements or services related to the project. Therefore, staff is requesting an additional \$1.3 million, which includes \$700,000 as contingency, \$350,000 in additional project fees (e.g., project management and engineering), \$100,000 for tribal monitoring<sup>1</sup>, and \$150,000 for improvements outside the scope of the project (e.g., improved landscaping around the pavilion area, course clock, etc.). Troon and the City do not intend to utilize the entire \$1.3 million; however, staff is requesting these funds be authorized as needed for the project, subject to approval by Troon and the City Manager. The total construction cost is \$13.5 million.

### **Preliminary Cost Estimates Compared to Final Bids:**

This construction bid for the final plan is higher than the original estimate based on the preliminary plan. Once the detailed final plans were developed (e.g., grading and irrigation), estimated quantities for earthwork and disturbed turf increased from the original estimate of 25 acres to an area of 42 acres. This additional work was incorporated into the final design to provide a greater separation between holes and reduce the

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<sup>1</sup> The Indian Wells Golf Resort is the location of a former Cahuilla Indian village. As such, there is the possibility of Native American artifacts on the property. City has been working closely with the Aqua Caliente Band of Cahuilla Indians, who will provide tribal monitoring during construction of the project.

compactness of the course. These improvements are also designed to improve safety on the course. In addition, the number of greens requiring complete reconstruction increased from 8 to 9.

This increase in disturbed turf affects all renovation quantities, including a significant rise in irrigation system replacement needs. Upon closer inspection, it was also discovered that many irrigation valves were leaking or malfunctioning, necessitating their replacement. Other cost increases are due to inflation and overhead. Construction is subject to prevailing wages since this is a project to improve a city facility. As costs increased for the project, prevailing wage requirements made the increases even more significant than if not subject to prevailing wage. The estimated changes to the project cost (in the table below) are a result of the expanded work as discussed above:

| <b>Project Cost Changes from the Preliminary Estimate</b> |                  |
|---|------------------|
| <b>*Bonding</b>   | 77,000           |
| <b>Cart Path</b>  | 200,000          |
| <b>Demolition</b>   | 37,000           |
| <b>Drainage</b>   | 351,000          |
| <b>*Erosion Control</b>                                   | 150,000          |
| <b>Features</b>   | 300,000          |
| <b>Finishing</b>  | 575,000          |
| <b>Grassing</b>   | 207,000          |
| <b>Irrigation</b>   | 1,400,000        |
| <b>Mobilization</b>                                       | 300,000          |
| <b>Shaping</b>  | 1,205,000        |
| <b>Total</b>  | <u>4,802,000</u> |
| <b>* Additional cost mandated by the City</b>             |                  |

While some increase in costs above the preliminary design was expected, the additional scope of work and associated costs were not. However, the City’s strategy to fund the remodel of the Players Course, if approved by the City Council, does not change and can fully fund these additional costs.

If approved, construction on the redesign would begin in early March 2025 with an opening date in November 2025. Project would include the relocation of Holes 17 and 18 to the northside of the Whitewater Channel, rehabilitation of all greens and tee boxes, replacement of irrigation system, new cart paths and fire access road, landscape improvements, and rerouting of the entire Players Course per John Fought’s design. Attached are renderings of the work area (Attachment No. 2) and overall redesign (Attachment No. 3).

In addition, the project scope includes enhancements to the area on the north side of the bridge between the golf courses and around the pavilion area. This will include a short-game practice area, new putting greens, and improvements around the pavilion and Fairway Grill.

Troon and the City Attorney also want to add an addendum to the existing City–Troon management agreement to clearly authorize Troon to server as project manager for large-scale capital projects approved by the City Council. If authorized, the City Attorney will develop an addendum to the existing City-Troon management agreement for approval at a subsequent Council meeting.

Staff is seeking Council approval to secure a contractor and order the necessary equipment by October 20, 2024, in order to meet the March to November 2025 timeline. A decision after this date would likely delay the project until 2026, requiring new bidding to be completed. Based on rising construction costs, the City would estimate an additional \$1.0 million to wait until 2026.

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

This project has been reviewed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the environmental regulations of the City. The City, acting as Lead Agency, has determined the project is properly analyzed with an Addendum to the City of Indian Wells General Plan Final Environmental Impact Report (SCH No. 94092037)(General Plan FEIR).

On February 1, 1996, the City Council adopted the 1996 Update to the City of Indian Wells General Plan, inclusive of the associated Land Use Map (Figure IIA-3). At the same time, the City Council certified by Resolution No. 96-9 the General Plan FEIR in compliance the CEQA Guidelines. The Addendum (Attachment #4) to the General Plan FEIR demonstrates that, pursuant to the standards contained in CEQA Guidelines section 15162, the City does not need to prepare a supplemental EIR, as the General Plan FEIR fully analyzed the potential impacts associated with the proposed redesign of the Players Course at the Indian Wells Golf Resort and the mitigation measures called for by the FEIR adequately address the potential impacts of the proposed project. The City has determined that none of the conditions calling for preparation of a Subsequent EIR have occurred, thus, preparation of an Addendum is the appropriate CEQA documentation for the project.

### **FISCAL IMPACT:**

The recommended fiscal strategy primarily focuses on addressing critical rehabilitation needs while preserving the integrity of the General Fund. This approach avoids utilizing either the General Fund’s current cash reserves or the ongoing \$3.5 million annual surplus.

The optimal strategy leverages external financing sources, specifically through the sale of land to developers and the application of County structural fire tax credits. This approach aims to minimize direct taxpayer burden. Additionally, rather than drawing on the General Fund for the City's financial obligations, this strategy proposes using external sources to cover the City's portion of loan repayments associated with the former Redevelopment Agency.

In addition, the City Council authorized a General Fund Reserve Policy at its last City Council meeting that requires a 50% General Fund cash reserve of the City's operating budget. This project is consistent with this new fiscal policy (Attachment #5).

### **Fire Access Road:**

Funding for the fire access road is not a General Fund expenditure. Instead, the City will use Riverside County's Structural Fire Tax Credit to pay for the expenditure. The County's Structural Fire Tax Credit is a form of County property tax paid allocated for Fire Related Services or Capital Improvements within Indian Wells. The City's Fire Fund has reserved \$1.5 million in Structural Fire Tax Credit should the Council decide to move forward with the fire access road. There are sufficient funds in the Fire Tax Credit account to pay for the fire access road and maintain a healthy reserve for future projects.

This section outlines three potential options and funding strategies for the Council's consideration:

- **Option #1 - Do Nothing:**

The Council might consider this strategy if it believes that future construction costs will be less than they are today and that the ongoing maintenance issues experienced by guests (greens, tees, irrigation, and bunkers) have not had a noticeable impact or loss of market share.

The Do-Nothing strategy still has a cost. While maintenance and repair costs will continue to rise, the real burden is the economic future of the Golf Resort as other golf courses in its competitive market have completed renovations of their own. While the City can delay the rehabilitation to a future date, it is not a long-term strategy.

- **Option #2-Rehabilitate the Player's Golf Course (only):**

Based on the bids received, Troon estimates the cost to rehabilitate the Players Course to be approximately \$6.3 million, which the City's General Fund would fund using Successor Agency loan repayments described below.

| Option #2-Rehabilitate the Player’s Golf Course |                  |
|---|------------------|
| <b>Project Title</b>                            |                  |
| Rehabilitation                                  |                  |
| Costs   | 6,300,000        |
| <b>Total</b>                                    | <b>6,300,000</b> |
| <b>Project Funding by Source</b>                |                  |
| General Fund                                    | 6,300,000        |
| <b>Total</b>                                    | <b>6,300,000</b> |

- **Option #3-Rehabilitate the Player’s Golf Course and Install a Fire Access Road:**

Based on the bids received, Troon estimates the cost to rehabilitate the Players Course with the addition of the fire access road to be approximately \$7.8 million, with \$6.3 million in General Fund Successor Agency loan repayments and \$1.5 million in County Fire Tax Credits.

| Option #3-Rehabilitate the Player’s Golf Course and Install a Fire Access Road |                  |
|--|------------------|
| <b>Project Title</b>   |                  |
| Rehabilitation   |                  |
| Costs  | 6,300,000        |
| Fire Access Road   | 1,500,000        |
| <b>Total</b>   | <b>7,800,000</b> |
| <b>Project Funding by Source</b>   |                  |
| General Fund   | 6,300,000        |
| Fire Fund  | 1,500,000        |
| <b>Total</b>   | <b>7,800,000</b> |

- **Option #4-Remodel the Player’s Golf Course and Install a Fire Access Road: (Recommended Option)**

Based on the bids received, the City will spend \$12.0 million to remodel the golf course as proposed, which includes a contingency as outlined above. In addition, the Fire Access Road is \$1.5 million with a contingency. Relocating Holes 17 and 18 to the north side of the Channel will generate an estimated \$4.3 million in land



sales from outside revenues, which will be introduced as new funding sources for the project.

| <b>Option #4-Remodel the Player’s Golf Course and Install a Fire Access Road</b> |  |                   |
|--|--|-------------------|
| <b>Project Title</b>   |  |                   |
| Remodel Costs  |  | 12,000,000        |
| Fire Access Road   |  | 1,500,000         |
| <b>Total</b>   |  | <b>13,500,000</b> |
| <b>Project Funding by Source</b>   |  |                   |
| General Fund   |  | 7,700,000         |
| Land Sales   |  | 4,300,000         |
| Fire Fund  |  | 1,500,000         |
| <b>Total</b>   |  | <b>13,500,000</b> |

**General Fund Long-Term Cash Flow**

At the October 15, 2024 Council Meeting, the Council inquired about the long-term fiscal impact on the General Fund’s cash flows. The cash flow presented below is based on the FY 2024-25 budget adopted in May 2024, updated to reflect the General Fund cash balance as of July 1, 2024.

The cash flow is included in (Attachment #10). As shown below and attached, the ten-year cash flow anticipates over \$3 million/year in operational budget surplus. The projected surplus accounts for historical average increases in all operations of the City funded by the General Fund, especially public safety that makes up the single expenditure of the General Fund budget. The projected surplus is in addition to depositing the Council-directed \$2.0 million annual contribution into the City’s Capital Reserve Funds for community-wide infrastructure projects.

Based on this surplus analysis, the City’s General Fund reserves cash flow is projected to increase by \$38,100,000 over the next 10 years to \$54,929,603.

Additionally, Successor Agency loan payments of \$11.6 million to the General Fund have been removed to provide a clearer view of the ongoing annual surplus, accounting for all revenue and expenditure adjustments. These funds received from the Successor Agency loans have not been pledged by the City Council to any specific project or fund (e.g., CIP) at this time.

City of Indian Wells  
Long-Term Cash Flows

|                          | 1                 | 2                 | 3                 | 4                 | 5                 | 6                 | 7                 | 8                 | 9                 | 10                |                   |
|--------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                          | 2025F             | 2026F             | 2027F             | 2028F             | 2029F             | 2030F             | 2031F             | 2032F             | 2033F             | 2034F             | TOTAL             |
| <b>Beginning Balance</b> | <b>24,978,520</b> | <b>28,193,698</b> | <b>31,401,802</b> | <b>34,589,981</b> | <b>37,743,924</b> | <b>40,847,736</b> | <b>43,883,800</b> | <b>46,832,636</b> | <b>49,672,740</b> | <b>52,380,419</b> |                   |
| Total Revenues           | 25,255,840        | 26,118,170        | 27,010,979        | 27,935,370        | 28,892,486        | 29,883,513        | 30,909,681        | 31,972,263        | 33,072,582        | 34,212,007        | 419,165,774       |
|                          |                   | 3.41%             | 3.42%             | 3.42%             | 3.43%             | 3.43%             | 3.43%             | 3.44%             | 3.44%             | 3.45%             |                   |
| Total Expenses           | 22,040,662        | 22,910,066        | 23,822,800        | 24,781,427        | 25,788,675        | 26,847,449        | 27,960,845        | 29,132,158        | 30,364,903        | 31,662,823        | 381,058,227       |
|                          |                   | 3.94%             | 3.98%             | 4.02%             | 4.06%             | 4.11%             | 4.15%             | 4.19%             | 4.23%             | 4.27%             |                   |
| <b>Total Surplus</b>     | <b>3,215,178</b>  | <b>3,208,104</b>  | <b>3,188,179</b>  | <b>3,153,943</b>  | <b>3,103,811</b>  | <b>3,036,064</b>  | <b>2,948,836</b>  | <b>2,840,105</b>  | <b>2,707,678</b>  | <b>2,549,185</b>  | <b>38,107,547</b> |
| <b>Ending Balance</b>    | <b>28,193,698</b> | <b>31,401,802</b> | <b>34,589,981</b> | <b>37,743,924</b> | <b>40,847,736</b> | <b>43,883,800</b> | <b>46,832,636</b> | <b>49,672,740</b> | <b>52,380,419</b> | <b>54,929,603</b> |                   |

**Recommendation to fund the City’s Share:**

To further lessen the impact on the City’s General Fund, staff recommends against using existing General Fund cash reserves or a future portion of the General Fund’s ongoing annual surplus to fund the Golf Resort remodel/rehabilitation.

Instead, it is recommended that the Council consider using a portion of the remaining \$11.6 million in loan repayments the Successor Agency owes to the City. The City paid these loans to the former redevelopment agency to improve the golf resort.

These loans are being paid back to the City through a County of Riverside property tax rebate, not from any City source. Staff recommends setting aside loan repayments in the Capital Improvement Fund for this expense, as follows:

| <b>Loan Repayments Reserved in the Capital Improvement Fund</b> |   |                                      |
|---|---|--------------------------------------|
| <b>Fiscal Year</b>  | <b>City's Share Player's Rehabilitation</b> | <b>City's Share Player's Remodel</b> |
| 2025  | 2,480,000                                   | 2,480,000                            |
| 2026  | 3,000,000                                   | 3,000,000                            |
| 2027  | 820,000                                     | 2,220,000                            |
| <b>Total</b>  | <b>6,300,000</b>                            | <b>7,700,000</b>                     |

Loan Payments are received at the beginning of each fiscal year as follows:

- July 2024: \$2,480,000
- July 2025: \$3,000,000
- July 2026: \$820,000 or \$2,220,000

The Successor Agency will serve as the primary funding source for the rehabilitation or remodel. However, due to timing considerations, the General Fund will need to provide temporary gap financing from November 2025 to July 2026, covering \$820,000 for the rehabilitation and \$2,220,000 for the remodel. This financing will bridge the period until

the FY 2026-27 Successor Agency loan payment is received in July 2026, at which time the General Fund's gap financing will be fully repaid.

It is also important to note that the level of gap funding is likely to be considerably less than projected. The Golf Result is projecting an operational surplus of \$700,000. This or any additional surplus generated by the Golf Resort could be utilized to further reduce the need for any gap financing, as well as any project cost savings or additional land sales.

### **Financial Impact of Player's Course Closure on Indian Wells Golf Resort**

The closure of the Player's Course will have a measurable and unavoidable financial impact on the Indian Wells Golf Resort. The Finance Committee and the City Council thoroughly reviewed this matter during the formulation of the fiscal year 2024-25 budget.

As detailed below, the key metrics of the closure were factored into the fiscal year 2024-25 budget adopted by the City Council. Despite the closure of the Player's Course, Troon consistently met or exceeded all critical performance metrics established in the Council's Goals and Deliverables.

The financial impact is driven by two primary factors: (1) the closure of the Player's Course from March 1, 2025, to November 1, 2025, and (2) an anticipated loss of 22,400 rounds of golf. Importantly, no assumptions were made regarding transferring lost rounds to the Celebrity Course, ensuring a conservative and realistic financial projection.

The loss of 22,400 rounds will directly reduce revenues across five key profit centers: (1) Golf, (2) Merchandise, (3) Beverage Cart, (4) Tournaments, and (5) Banquets. The projected top-line revenue loss is \$3.75 million during the closure period.

However, this loss will be significantly offset by cost reductions. The Resort anticipates a \$0.8 million reduction in the cost of sales, which correlates with the decline in customer volume. Additionally, operating expenses are expected to decrease by \$2.0 million as maintenance staff assigned to the Player's Course and operational costs associated with the Player's Course—such as utilities, seed, fertilizer, and equipment—are re-assigned into the construction budget.

In summary, the net financial impact of the Player's Course closure, accounting for the loss of 22,400 rounds, will result in an estimated operational shortfall of \$0.95 million. These figures have been rigorously calculated and represent a comprehensive projection of the closure's financial consequences. This estimated loss has been accounted for in the Fiscal Year 2024-2025 Golf Resort Budget. No additional funds for this project are being requested to cover the closure.

| Golf Resort Impacts Due to the Player's Golf Course Closure |   |
|---|---|
| <b>Key Metrics</b>  |   |
| <b>Closure Dates:</b>                                       | March 1, 2025, through November 1, 2025 |
| <b>Loss of Golf Rounds:</b>                                 | 22,400                                  |
| <b>Financials</b>   |   |
| <b>Loss of Top-Line Revenue</b>                             | 3,776,776                               |
| <b>Cost of Sales Savings</b>                                | 802,611                                 |
| <b>Operating Cost Savings</b>                               | 2,020,877                               |
| <b>Net Operating (Loss)</b>                                 | 953,288                                 |

Attached is a detailed financial analysis by Troon and the City of Indian Wells on the impact of closing the golf resort from March 1, 2025, to November 1, 2025 (Attachment No. 9). The analysis includes projected revenue losses from golf operations and related profit centers during the closure, offset by reductions in operational costs (e.g., personnel, utilities, materials, equipment). These cost reductions have already been factored into the current year's IWGR operational budget, which anticipates a surplus of \$700,000, adopted by the Council and are not included in the capital project budget.

**ATTACHMENTS:**

1. Attachment No. 1 – Golf Course Items Expected Life Cycle
2. Attachment No. 2 – Work Area Rendering
3. Attachment No. 3 - Players Course Redesign Rendering
4. Attachment No. 4 – Resolution Adopting an Addendum to the General Plan
5. Attachment No. 5 – City of Indian Wells General Fund Reserve Policy
6. Attachment No. 6 – Construction Bid from Heritage Links
7. Attachment No. 7 – Construction Bid from Landscapes Unlimited
8. Attachment No. 8 – Construction Bid from Sperber Landscape
9. Attachment No. 9 – Detailed Financial Analysis of closure costs
10. Attachment No. 10 – General Fund Long-Term Cash Flow

# GOLF COURSE ITEMS EXPECTED LIFE CYCLE

## HOW LONG SHOULD PARTS OF THE GOLF COURSE LAST?

| ITEM                             | YEARS                       | ITEM                      | YEARS         |
|----------------------------------|-----------------------------|---------------------------|---------------|
| Greens (1)                       | 15 – 30 years               | Cart Paths – concrete     | 15 – 30 years |
| Bunker Sand                      | 5 – 7 years                 | Practice Range Tees       | 5 – 10 years  |
| Irrigation System                | 10 – 30 years               | Tees                      | 15 – 20 years |
| <i>Irrigation Control System</i> | <i>10 – 15 years</i>        | Corrugated Metal Pipes    | 15 – 30 years |
| <i>PVC Pipe (under pressure)</i> | <i>10 – 30 years</i>        | Bunker Drainage Pipes (3) | 5 – 10 years  |
| <i>Pump Station</i>              | <i>15 – 20 years</i>        | Mulch                     | 1 – 3 years   |
| Cart Paths – asphalt (2)         | 5 – 10 years<br>(or longer) | Grass (4)                 | Varies        |

**NOTES:** (1) Several factors can weigh into the decision to replace greens: accumulation of layers on the surface of the original construction, the desire to convert to new grasses and response to changes in the game from an architectural standpoint (like the interaction between green speed and hole locations). (2) Assumes on-going maintenance beginning 1 – 2 years after installation. (3) Typically replaced because the sand is being changed — while the machinery is there to change sand, it's often a good time to replace the drainage pipes as well. (4) As new grasses enter the marketplace — for example, those that are more drought and disease tolerant — replanting may be appropriate, depending upon the site.

Component life spans can vary depending upon location of the golf course, quality of materials, original installation and past maintenance practices. We encourage golf course leaders to work with their golf course architect, superintendents and others to assess the longevity of their particular course's components.

ASGCA thanks those at the USGA Green Section, Golf Course Builders Association of America, Golf Course Superintendents Association of America and various suppliers for their assistance in compiling this information.

The materials presented on this chart have been reviewed by the following Allied Associations of Golf:

For more information,  
contact ASGCA at  
**262-786-5960** or  
**www.asgca.org**



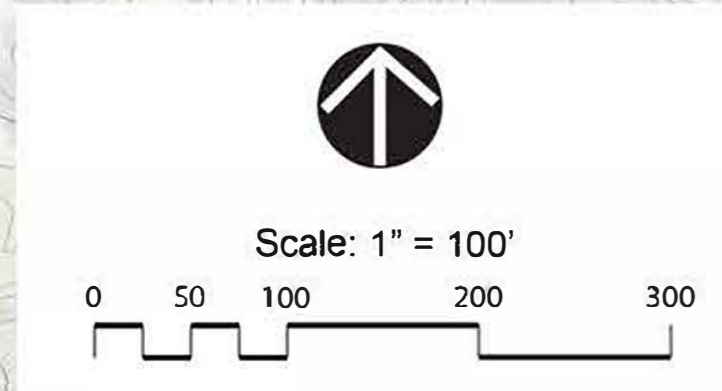


# INDIAN WELLS GOLF RESORT

## *Players Course Redesign Concept Plan*

# ATTACHMENT #2

March 1, 2023



**Card of the Revised Course**

| Hole         | Cabernet    | Blue        | Yellow      | White       | Red         | Par       |
|--------------|-------------|-------------|-------------|-------------|-------------|-----------|
| 1            | 620         | 584         | 545         | 478         | 412         | 5         |
| 2            | 400         | 373         | 342         | 322         | 286         | 4         |
| 3            | 337         | 312         | 290         | 269         | 241         | 4         |
| 4            | 186         | 163         | 157         | 144         | 124         | 3         |
| 5            | 457         | 424         | 391         | 351         | 327         | 4         |
| 6            | 418         | 390         | 361         | 339         | 296         | 4         |
| 7            | 177         | 150         | 141         | 132         | 109         | 3         |
| 8            | 577         | 537         | 502         | 463         | 407         | 5         |
| 9            | 223         | 202         | 189         | 165         | 137         | 3         |
| <b>Out</b>   | <b>3395</b> | <b>3145</b> | <b>2918</b> | <b>2663</b> | <b>2339</b> | <b>35</b> |
| 10           | 333         | 310         | 295         | 260         | 236         | 4         |
| 11           | 382         | 355         | 332         | 305         | 274         | 4         |
| 12           | 180         | 170         | 159         | 148         | 124         | 3         |
| 13           | 577         | 537         | 504         | 464         | 410         | 5         |
| 14           | 467         | 437         | 390         | 354         | 327         | 4         |
| 15           | 515         | 479         | 443         | 410         | 358         | 4         |
| 16           | 461         | 414         | 370         | 346         | 299         | 4         |
| 17           | 243         | 220         | 208         | 190         | 166         | 3         |
| 18           | 551         | 516         | 485         | 444         | 406         | 5         |
| <b>In</b>    | <b>3715</b> | <b>3438</b> | <b>3186</b> | <b>2921</b> | <b>2599</b> | <b>36</b> |
| <b>Total</b> | <b>7110</b> | <b>6583</b> | <b>6104</b> | <b>5584</b> | <b>4938</b> | <b>71</b> |



ATTACHMENT #3

**INDIAN WELLS GOLF RESORT**  
 Players Course Redesign Plan  
 March 1, 2023



**ATTACHMENT #4**

**RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ADOPTING AN ADDENDUM TO THE GENERAL PLAN EIR (SCH# 94092037); AND DIRECTING STAFF TO FILE A NOTICE OF DETERMINATION (APN: 633-150-084, -088, 633-300-001, -002, -003, AND 633-310-014)**

**WHEREAS**, the City proposes a redesign of the Players Course (the "Project") at the Indian Wells Golf Resort (APN 633-150-084, -088, 633-300-001, -002, -003, and 633-310-014), involving the relocation of the final two holes (Holes 17 and 18) from the south side of the Whitewater Channel to the north side, along with additional modifications to the existing area of the golf course (the "Property"); and

**WHEREAS**, on February 1, 1996, the City of Indian Wells City Council adopted the 1996 Update to the City of Indian Wells General Plan (1996 General Plan). At the same time, the City Council certified by Resolution No. 96-9 the City of Indian Wells General Plan Final Environmental Impact Report (SCH No. 94092037) (Certified FEIR) in compliance with the California Environmental Quality Act (CEQA) and CEQA Guidelines; and

**WHEREAS**, in 2007 the City approved the General Plan Land Use Element Update and adopted an Addendum to the General Plan FEIR (2007 Addendum to FEIR); and

**WHEREAS**, in 2013, the City updated the Housing Element for the 2014-2021 planning period (5th cycle) and adopted an Addendum to the General Plan FEIR (2013 Addendum to FEIR); and

**WHEREAS**, pursuant to State CEQA Guidelines section 15162, a lead agency shall consider whether additional CEQA review is required when considering a subsequent discretionary approval for a project which an FEIR was certified; and

**WHEREAS**, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has already been certified, the Council is prohibited from requiring a subsequent or supplemental EIR unless at least one of the circumstances identified in Public Resources Code section 21166 or State CEQA Guidelines section 15162 and the City's Local CEQA Guidelines, are present; and

**WHEREAS**, an Addendum to the Certified FEIR was prepared for the proposed redesign ("Project Addendum"), pursuant to CEQA, the State CEQA Guidelines 15162 and 15164, and the City's Local CEQA Guidelines, and a copy of the Project Addendum is attached hereto as Exhibit 1; and

**WHEREAS**, the analysis in the Project Addendum determined the Project does not involve any changes to the existing land use and zoning or operational changes beyond what was contemplated by the Certified FEIR, and that the Project would not result in any new significant environmental impacts or cause a substantial increase in the severity of previously identified significant environmental impacts as modified by the 2007 Addendum to FEIR and the 2013 Addendum to FEIR; and



**WHEREAS**, on October 15, 2024, the City Council of the City of Indian Wells (Council) conducted a duly noticed public meeting on the proposed Project Addendum, at which time all persons wishing to testify in connection with the proposed Project Addendum were heard and the proposed Project Addendum was comprehensively reviewed; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF INDIAN WELLS AS FOLLOWS:**

**SECTION 1. Compliance with the California Environmental Quality Act.** The Council has reviewed and considered the Certified FEIR, subsequent CEQA documents, and the Project Addendum and finds that these documents, taken together, contain a complete and accurate reporting of all of the potential environmental impacts associated with the proposed Project. The Council further finds that the Project Addendum has been completed in compliance with CEQA, the State CEQA Guidelines, and the City's Local CEQA Guidelines and contains a complete, objective, and accurate reporting of the environmental impacts associated with the proposed Project and reflects the independent judgment and analysis of the Council.

**SECTION 2. CEQA Findings.** Based on the substantial evidence set forth in the record, including but, not limited to, the Certified FEIR, subsequent CEQA documents, and the Project Addendum, the Council finds that an addendum is the appropriate document for disclosing the changes reflected in the proposed Project, and that none of the conditions identified in Public Resources Code section 21166 and State CEQA Guidelines sections 15162 or City's Local CEQA Guidelines requiring subsequent environmental review have occurred, because:

(a) The Project does not constitute a substantial change that would require major revisions of the due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

(b) There is not a substantial change with respect to the circumstances under which the Project will be developed that would require major revisions of the Certified FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects.

(c) New information of substantial importance has not been presented that was not known and could not have been known with the exercise of reasonable diligence at the time the Certified FEIR was certified or adopted, showing any of the following: (i) that the Project would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the City declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those analyzed previously would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

**SECTION 3.** The Council adopts the Project Addendum.

**SECTION 4.** This Resolution takes effect upon adoption.

**SECTION 5.** The City Clerk shall certify to the adoption of this Resolution and file a Notice of Determination within five days of adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Indian Wells, California, at an adjourned regular meeting held on this 24th day of October 2024.

\_\_\_\_\_  
**GREG SANDERS  
MAYOR**

**CERTIFICATION FOR RESOLUTION NO. 2024-\_\_\_\_**

I, Angelica Avila, City Clerk of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at an adjourned regular meeting of the City Council of the City of Indian Wells on the 24th day of October 2024, by the following vote:

AYES:  
NOES:

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ANGELICA AVILA  
CITY CLERK**

\_\_\_\_\_  
**TODD LEISHMAN FOR  
CITY ATTORNEY**

**EXHIBIT "A"**

**Proposed Project CEQA Addendum**

ADDENDUM TO THE  
CITY OF INDIAN WELLS GENERAL PLAN  
FINAL ENVIRONMENTAL IMPACT REPORT  
SCH NO. 94092037

**City of Indian Wells  
Indian Wells Golf Resort  
Players Course Redesign**



Prepared By:

**City of Indian Wells  
Community Development Department  
44-950 Eldorado Drive  
Indian Wells, California 92210-7497  
Contact: *Mr. Jon Berg, Community Development Director***

October 10, 2024

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**1.0 INTRODUCTION**

**1.1 Introduction and Purpose**

The City of Indian Wells (City) is the lead agency under the California Environmental Quality Act (CEQA). On February 1, 1996, the City Council adopted the 1996 Update to the City of Indian Wells General Plan (Approved Project), inclusive of the associated Land Use Map (Figure IIA-3). At the same time, the City Council certified by Resolution No. 96-9 the City of Indian Wells General Plan Final Environmental Impact Report (SCH No. 94092037) (General Plan FEIR) in compliance with CEQA and the CEQA Guidelines. The General Plan FEIR concluded that, although implementation of development under the 1996 General Plan could result in significant impacts, these potential adverse impacts are able to be mitigated to below a level of significance with the exception of impacts related to short- and long-term air quality, even after the implementation of General Plan policies as mitigation.

The City proposes to redesign a portion of its municipal golf course at the Indian Wells Golf Resort (Figure 1, Vicinity Map), known as the Player's Course, to include relocation of the final two holes (Holes #17 and #18), currently located south of Whitewater Channel, to the north side of the channel within the primary area of the existing golf course (Figure 2, Existing Golf Course Aerial). The redesign will require grading of the site and the creation of new golf greens atop areas that have been previously disturbed as part of the existing golf course (Figure 3, Proposed Golf Course Redesign). The City's 1996 General Plan and General Plan Land Use Map designate the subject property as Open Space with a Golf and Recreation Overlay. Upon completion of the redesign, the golf course would continue to operate consistent with existing conditions. The proposed redesign to move the two golf holes from the south side of the Whitewater Channel to the north side of the Channel would not result in any changes to existing operations (e.g., capacity, hours, new or expanded facilities or uses, etc.).

Following preliminary review of the proposed golf course redesign, the City of Indian Wells, as the Lead Agency, has determined that it is subject to CEQA guidelines and regulations (Public Resources Code (PRC) Sections 21000-21177). This Addendum to the General Plan FEIR has been prepared by the City to demonstrate that, pursuant to the standards contained in CEQA Guidelines Section 15162, the City does not need to prepare a subsequent EIR as the General Plan FEIR fully analyzed the potential impacts associated with the proposed golf course redesign.

**1.2 Statutory Authority and Requirements**

CEQA Guidelines Section 15164 states the following with respect to an Addendum to an EIR:

- a) *The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.*
- b) *An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.*
- c) *An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.*

*Figure 1: Vicinity Map*

*Figure 2: Existing Golf Course Aerial*

*Figure 3: Proposed Golf Course Redesign*



- d) *The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.*
- e) *A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.*

CEQA Guidelines Section 15162, *Subsequent EIRs and Negative Declarations*, states the following with respect to a Subsequent EIRs:

- (a) *When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:*
  - (1) *Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*
  - (2) *Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*
  - (3) *New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:*
    - (A) *The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
    - (B) *Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
    - (C) *Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
    - (D) *Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*
- (b) *If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.*

**1.3 CEQA Compliance**

This document is an Addendum to the General Plan FEIR. CEQA Guidelines Section 15164 allows preparation of an Addendum to a previously certified EIR if some changes or additions are necessary, but none of the conditions calling for preparation of a Subsequent EIR have occurred. The City has determined that none of the conditions calling for preparation of a Subsequent EIR have occurred. Namely, the changes/additions to the General Plan FEIR are limited in the following respects:

- The changes required by the proposed Project do not require major revisions to the General Plan FEIR. No new significant environmental effect or substantial increase in the severity of previously identified significant effects would occur with implementation of the proposed Project.
- Substantial changes have not occurred with respect to the circumstances under which the proposed Project would be undertaken. Thus, major revisions of the General Plan FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects are not required.
- The new available information does not show that the proposed Project would have one or more significant effects not discussed in the General Plan FEIR, or that the significant effects previously examined would be substantially more severe than shown in the General Plan FEIR.

Therefore, because the proposed Project would not satisfy any of the conditions that warrant preparation of a Subsequent EIR, the City, as Lead Agency, has determined that preparation of an Addendum is appropriate.

**1.4 Incorporation by Reference**

The documents outlined below, which were utilized during preparation of this Addendum and are a matter of public record, are hereby incorporated by reference. These documents are available for public inspection at the City of Indian Wells Community Development Department at 44-950 Eldorado Drive, Indian Wells, and on the City's website at <https://www.cityofindianwells.org/city-hall/departments/planning/handouts-link>

City of Indian Wells General Plan, Updated April 4, 2024. The City Council comprehensively adopted the 1996 Update to the *City of Indian Wells General Plan*, inclusive of the Land Use Map, on February 1, 1996. The General Plan is the primary source of long-range planning and policy direction that is used to guide the City's growth and change, and preserve and enhance the community's quality of life. The General Plan, which contains the goals, policies, and plans to guide land use and development decisions in the future, is organized into functional chapters that include traditional elements, as follows:

Community Development Chapter

- Land Use Element (Updated May 17, 2007);
- Housing Element (Updated April 4, 2024);
- Circulation Element (Updated December 15, 2016);

Resource Management Chapter

- Conservation and Open Space (Updated December 15, 2016);

Public Safety Chapter

- Community Safety; and
- Noise.

The proposed redesign of a portion of the City's existing municipal golf course, commonly known as the Players Course at the Indian Wells Golf Resort, is the subject of this Addendum.

Land Use Element Table IIA-2 presents the Land Use Plan's buildout potentials and assumptions. As indicated in Land Use Element Table IIA-2, full implementation of the General Plan is anticipated to result in buildout of Golf and Recreation Uses within the areas currently developed with the City's municipal golf course including the portions of the Players Course which would be redesigned under the proposed Project.

City of Indian Wells General Plan Final Environmental Impact Report (SCH # 94092037), January 1995. The *City of Indian Wells General Plan Final Environmental Impact Report* (General Plan FEIR) provides a program-level analysis of the environmental impacts resulting from full implementation of the 2009 General Plan. The General Plan FEIR's analysis is based on the change between development under existing conditions (at the time of document preparation) and those projected for likely development in accordance with the General Plan by theoretical buildout in 2025. Based on General Plan FEIR Figure 4.1-9, the subject property for the golf course redesign is located entirely within an area designated for Golf Course use within the General Plan's Open Space and Recreation Plan. The General Plan FEIR concluded full implementation of the General Plan would result in less than significant impacts, with mitigation incorporated, for all issue areas analyzed. The General Plan FEIR's background and policy information and environmental impact conclusions are cited throughout this Addendum.

City of Indian Wells Municipal Code, as (continuously) updated. The *City of Indian Wells Municipal Code* (IWMC) consists of all of the City's regulatory and penal ordinances, and certain of the administrative ordinances. The City's Zoning Ordinance is codified in IWMC Title 21, *Zoning Code*. The purpose of the Zoning Code is to consolidate and coordinate all zoning regulations and provisions into one comprehensive zoning ordinance in order to: designate, regulate, and restrict the location and use of land, buildings, and certain other structures for residential, commercial, or other purposes; regulate and limit the height, number of stories and size of buildings and other structures hereafter erected or altered; regulate the size of yards and other open spaces; and regulate and limit the density of population and for the purpose of dividing the City into zones of such numbers, shapes, and areas as may be deemed best suited for the optimum uses of the property within the City. The IWMC specifies regulations that must be followed by every project within the City's jurisdictional area. The IWMC is referenced throughout this Addendum to establish the Project's baseline requirements according to the City's regulatory framework.

Addendum to a Certified EIR for the Redesign of the Players Course at the City of Indian Wells Golf Resort. The *Addendum to a Certified EIR for the Redesign of the Players Course at the City of Indian Wells Golf Resort* (2024 Addendum to FEIR) was prepared to document minor changes to one of the City's existing municipal golf courses (Player's course) at the Indian Wells Golf Resort, as compared to the analysis, conclusions, and mitigation measures in the General Plan FEIR.

**2.0 BACKGROUND**

The two original 18-hole golf courses at the Indian Wells Golf Resort were comprised of the "The East" course and "The West" course designed by Ted Robinsons and built in the mid-1980s. They were subsequently redesigned in 2007 by John Fought, and were renamed the Celebrity Course and Player's Course, respectively. The proposed redesign of and modifications to the Player's Course is driven in part by the need to relocate the last two holes (#17 and #18) of the Player's Course originally designed by golfer John Fought. The limited redesign would free up the existing holes 17 and 18 for future development by integrating these two holes into the main body of the existing course on the north side of the Whitewater Storm Channel. It would also create "returning 9's," to the Clubhouse, which would result in better efficiencies for the players, economics for the course, and ultimately qualify the course for future PGA and LPGA sanctioned tournaments. The course redesign also makes additional adjustments to existing fairways, tees and bunkers of the remaining golf holes to improve the overall flow and connectivity of the golf course.

**3.0 DESCRIPTION OF PROPOSED PROJECT**

**3.1 Project Location and Setting**

The City of Indian Wells is located in the Coachella Valley, in central Riverside County. Indian Wells is bordered by the City of Palm Desert on the north and west, the City of La Quinta on the east, and unincorporated Riverside County (State and Bureau of Land Management lands) on the south. Regional access to the City is provided via State Route 111 (SR-111), which traverses the City in an east-west orientation, and the San Bernardino Freeway (I-10), which is located approximately two miles to the north. The City's planning area boundaries encompass approximately 9,627 acres (approximately 15 square miles).

Indian Wells is a small residential community that is best known for its world class resorts that cater to golfers and tennis players. It is generally characterized by golf courses, private communities, and resorts, situated in natural surroundings. According to the City's General Plan, Table IIA-1, the vast majority of the planning area (approximately 64 percent or 6,190.6 acres) is comprised of open spaces, including parks, public/private open spaces, and public/private golf course uses. The developed areas, which encompass approximately 15 percent of the planning area, include residential, commercial, and public facility uses. Residential uses dominate the City's developed areas, accounting for approximately 90 percent of all developed lands. The non-residential developed areas, which included mixed-use retail, office commercial centers, and hotel resorts, encompass approximately 93 acres, or one percent of the planning area.

The land use distribution and residential and nonresidential development levels that can be expected from full implementation of the General Plan's land use policies are illustrated on the Land Use/Zoning Map<sup>1</sup> and outlined in General Plan Table IIA-2. The anticipated build-out under the General Plan would result in 1,520.4 acres of golf course recreation uses within the City.

The subject property is located north of Highway 111 and south of Fred Waring Drive within the corporate limits of the City of Indian Wells in the Coachella Valley area of central Riverside

<sup>1</sup> City of Indian Wells Website, <http://www.cityofindianwells.org/civicax/filebank/blobdload.aspx?blobid=14516>, Accessed October 1, 2024.

County. The redesign golf course project site can also be described as a portion of the N1/2 of Section 23 and the W1/2 of the NW1/4 of Section 24, T.5S., R.6E, SBB&M (refer to Figure 1).

The subject Player's course is one of two municipal golf courses, which abut one another on the west of the subject course. Lands to the immediate north of the Players course include the arterial roadway Fred Waring Drive with homes and golf course area of Palm Desert Country Club located north of Waring Drive and buffered from it by a six to eight-foot wall.

Lands immediately east of the Player course are comprised of four small single-family subdivisions which are built out. These homes are buffered from the course by an existing internal roadway 34± feet in width, and a masonry wall along the property line. The Player's course currently provides a landscape buffer ranging from 30± feet to 90± feet between these residential subdivisions and areas of play on the course.

The Project site is bounded on the south by the existing and improved Whitewater Stormwater Channel (WWSC), which is approximately 260 feet in width (top of bank to top of bank). The WWSC is managed by the Coachella Valley Water District (CVWD), which is the regional flood control agency. Immediately south of the channel are the Renaissance Esmeralda Resort Hotel and the Indian Wells Golf Resort clubhouse, starter areas and related facilities. Lands to the southeast and south of the channel include vacant lands and the Miles Avenue bridge, which crosses the channel from Highway 111 and proceeds east to Warner Trail and Washington Street farther to the east.

**3.2 Project Description**

The Project is the proposed limited redesign of portions of the Player's course, one of two municipal golf courses at the Indian Well Golf Resort. The project involves relocating Holes 17 and 18 from the south side of the Whitewater River to the north side. A variety of modifications are also planned for the other 16 holes ranging from tee box consolidation and bunker reshaping to removal of trees and other vegetation. Approximately 17 bunkers and 40%± of the sand areas on the course would also be removed. Minor adjustments to the golf course cart paths would also be made. Remedial grading and adjustments in ground elevations will occur across portions of the redesigned course areas.

The golf course's drainage facilities will be updated and will involve the removal of 3,739± feet of existing drainpipe and related drain inlets and sumps. The drainage system update also includes the installation of 96± inlets, five sumps and 12,045 feet of 4-inch pipe. A total of 57.9± acres of the course will be disturbed, and selected trees and vegetation removed. Four (4) waste bury pits encompassing 0.61±-acre are planned to provide an area for the disposal of removed asphalt paving and trees and other vegetation.

**4.0 ENVIRONMENTAL ANALYSIS**

The purpose of this Section is to provide an analysis of the potential environmental consequences that are anticipated to occur as a result of implementing the proposed redesign of portions of the Player's course. This Section is patterned after the analysis categories set forth in the Appendix G Checklist of CEQA. The background of the proposed Project is described in Section 2.0, and the project setting and project description are described in Section of Section 3.0, above.

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**4.1 AESTHETICS**

*Except as provided in Public Resources Code Section 21099, Would the project:*

- a. *Have a substantial adverse effect on a scenic vista?*
- b. *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*
- c. *In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*
- d. *Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- New development occurring under the proposed General Plan could replace natural open space and vacant land altering views and potentially degrading the aesthetic quality of the City. This is considered a significant, but mitigable impact (Impact 4.3-1).

**Analysis of the Project**

The original golf course was designed and built in the mid-1980s, along with a second course (Celebrity), and the Indian Wells Golf Resort clubhouse and associated amenities. The course was subsequently redesigned in 2007 and has remained largely in its current condition since that time. The course also includes the "Fairway Grill" a lunch venue for golfers located near hole 9 of the subject and second golf course. No changes are planned for this structure which is located in the middle of the two golf courses.

The Project site is not located along or near a designated scenic highway or one "eligible" for designation as a state scenic highway and is not designated as a scenic highway in the City General Plan. The nearest State Scenic Highway is Highway 74 south of Highway 111 and 3.5± miles to the west of the Project site.

As noted in the project description, the proposed Project will involve the relocation of two holes from the south side to north side of the Whitewater Stormwater Channel and will involve extensive grading, excavations for new sand traps and other course features, and the removal and replacement of trees and other vegetation. No new buildings or other vertical structures are planned as a part of the Project. No work will occur within the stormwater channel. As noted, within the Player's course area the Project calls for extensive grading, alterations to the course layout, sand traps/bunkers and some tee locations.

The Project also involves the reconfiguration of the golf course drainage system. It also calls for "selective tee removal" across about 50 percent of the course with the largest vegetation management area along a portion of the south side of the course; tree and vegetation removal, as well as new tree planting, are expected to be limited and will have no adverse aesthetic impact on views of the course. Therefore, the proposed redesign of the Players Course does not trigger new aesthetic impacts requiring preparation of a subsequent EIR. Accordingly, following compliance with the recommended FEIR mitigation measures and General Plan

Policies as warranted, there would be no new significant or no significantly different impacts to aesthetics, as a result of the Project.

**4.2 AGRICULTURE AND FOREST RESOURCES**

*Would the project:*

- a. *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*
- b. *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*
- c. *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?*
- d. *Result in the loss of forest land or conversion of forest land to non-forest use?*
- e. *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

**General Plan FEIR Conclusions**

Impacts to agriculture resources were not specifically discussed in the General Plan FEIR, as they were not found to be potentially significant.<sup>2</sup>

Since certification of the General Plan FEIR, the CEQA Guidelines Appendix G Checklist has been revised to include a new category for Forest Resource impacts. Accordingly, a review has been conducted and is presented below.

**Analysis of the Project**

The Project proposes the partial redesign of the Player’s golf course, which has been in place for several decades. The site is in a developed resort area in Indian Wells. It is not on or in proximity to any farm or forest lands. The California Important Farmland Finder prepared for the Farmland Mapping and Monitoring Program of the Department of Conservation classifies the Project site and the surrounding area as Urban and Built-Up Land.

The Project site is not located on or near Prime Farmland, Unique Farmland, or Farmland of Statewide Importance or located within an agricultural preserve or lands under a Williamson Act contract. The site’s General Plan/Zoning designation is Open Space/Golf and Recreation, and surrounding sites are zones for similar open space as well as urban uses. There will be no conflict with existing zoning for agricultural use, or a Williamson Act contract. The proposed Project would not result in the conversion of any farmland or land designated as farmland to non-agricultural uses.

The site does not contain forest land, timberland, or timberland zoned for timberland production. The Project would not result in the rezoning of forestland or timberland as defined by the Public Resources Code §12220(g) or by Government code §51104(g). Therefore, the Project would not cause changes that could result in conversion of Farmland, to non-agricultural use or

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<sup>2</sup> Recon, *Final Environmental Impact Report for the City of Indian Wells General Plan*, Page 5, January 30, 1995.



conversion of forest land to non-forest use. Accordingly, the Project would not result in any impacts in this regard.

### **4.3 AIR QUALITY**

*Would the project:*

- a. *Conflict with or obstruct implementation of the applicable air quality plan?*
- b. *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*
- c. *Expose sensitive receptors to substantial pollutant concentrations?*
- d. *Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?*

#### **General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- Development that would occur as a result of the General Plan would increase PM10, ROC, NOx, and CO emissions, as a result of construction related activities. This is a short-term significant impact that is mitigatable. (Impact 4.7-1)
- Traffic generated by new development allowed under the General Plan would not cause intersection in the City to exceed SCAQMD standards for localized one-hour and eight-hour CO concentrations. This is not a significant impact. (Impact 4.7-2)
- Increases of criteria air pollutant emissions associated with vehicular traffic and electricity and natural gas use would degrade regional air quality, potentially delaying attainment of AQMP and Air Quality Implementation Plan (AQIP). This is a significant impact. (Impact 4.7-3)

#### **Analysis of the Project**

The Project site is within the Salton Sea Air Basin (SSAB) and will be subject to SCAQMD's 2022 AQMP and the 2003 Coachella Valley PM10 SIP. These comprehensive plans establish control strategies and guidance on regional emission reductions for air pollutants.

A project is considered to be in conformity with adopted air quality plans if it adheres to the requirements of the SCAQMD Rule Book, AQMP, and adopted and forthcoming control measures, and is consistent with growth forecasts in the applicable plan(s) (or is directly included in the applicable plan). The proposed redesign of the golf course will maintain the existing open space land uses and would not induce any population growth. Therefore, it is consistent with the growth forecasts upon which SCAQMD's air quality planning is based.

The redesigned golf course and associated improvements would be conducted in accordance with all applicable air quality management plans and SCAQMD regulations to ensure impacts to air quality are reduced to the greatest extent practicable. Standard dust control measures in accordance with SCAQMD Rule 403.1 will be implemented to minimize the emissions of fugitive dust. The proposed Project would be implemented in accordance with all applicable rules and regulations contained in these plans to meet the applicable air quality standards. Overall, construction of the proposed Project would not prevent SCAQMD from implementing actions set forth in the applicable air quality plans.

During buildout, the Project has the potential to result in short-term odors associated with excavation and grading, pouring of concrete, and other construction activities. However, any such odors would be short-term and quickly dispersed below detectable levels as distance from the construction site increases. Project buildout is estimated to occur over a 6-month period, and construction odors would be generated across various time periods and locations throughout the site such that odors would not be concentrated in one area for an extended duration. During long-term operation, the proposed golf course improvements are not expected to generate any odors.

Following compliance with the recommended FEIR mitigation measures, General Plan Policies, and SCAQMD Rules, no new significant air quality impact or substantial increase in the severity of previously identified significant impacts would occur due to construction and operation of the redesigned golf course.

**4.4 BIOLOGICAL RESOURCES**

*Would the project:*

- a. *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- b. *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*
- c. *Have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*
- d. *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*
- e. *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*
- f. *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- Implementation of development under the General Plan could result in significant impacts to: sensitive vegetation types and sensitive plant or animal species and local migratory routes of resident wildlife species. This is considered a significant but mitigable impact. (Impact 4.5.1)

**Analysis of the Project**

The Project area has been in a developed state since at least the mid-1980s when both 18-hole courses at the Indian Wells Golf Resort were originally constructed. The Player’s course is flanked by residential on the immediate east that dates back well before 1979, and is bounded on the north by Fred Waring Drive, which has also been in place for several decades as is the case for lands farther north (Palm Desert Country Club). To the west is the second of the resort’s two courses (Celebrity course), which extends west to Eldorado Drive and which is not

a part of the subject Project. The subject Player’s course project area is bounded on the south by the Whitewater Stormwater Channel, which is further discussed below.

The proposed redesign of the Players course would result in ground-disturbance to approximately 56 acres associated with the required grading activities to re-contour the existing turfed fairways, tees and greens, bunkers (sand traps) and re-naturalized desert areas. A variety of trees, including native and non-native, are also found within the developed golf course area. Portions of the Project area include lands immediately upslope of the north bank (channel side slopes) of the stormwater channel primarily in the vicinity of the Miles Avenue bridge just southeast of the subject Player’s course. Vegetation along the channel is a mix of native, selected ornamental non-native species and a few invasive species, including tamarisk.

The Project site is located within the boundaries of the Coachella Valley Multiple Species Habitat Conservation Plan (MSHCP) but outside a Conservation Area (CA) established by the Plan. The City is a “permittee” under the MSHCP. The subject site lies outside the Santa Rosa and San Jacinto Mountains Conservation Area established by the adopted Coachella Valley MSHCP. It does, occur within the fee mitigation area established by the plan. However, the Project site was fully developed prior to 1996 and is not therefore subject to any development impact fee established by the MSHCP. The Project will not conflict with any local policies or ordinances protecting biological resources. Neither will it conflict with the provisions of the Coachella Valley MSHCP/Natural Community Conservation Plan, or any other approved local, regional, or state habitat conservation plan.

Additionally, the proposed project does not propose to change existing land use designations or zoning districts or add additional uses to the existing golf course. Therefore, any potentially significant biological effects resulting from build out of the General Plan, have already been adequately analyzed in the General Plan FEIR, and can be avoided/mitigated pursuant to compliance with the mitigation measures contained the General Plan FEIR (see General Plan EIR Impact 4.5-1).

Following compliance with the recommended FEIR mitigation measures, General Plan Policies, and established regulatory framework, no new significant impact to biological resources or substantial increase in the severity of previously identified significant impacts would occur with implementation of the proposed Project. Therefore, the proposed redesign of the existing Player’s course would not result in new biological resources impacts requiring preparation of a subsequent EIR.

**4.5 CULTURAL RESOURCES**

*Would the project:*

- a. *Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?*
- b. *Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?*
- c. *Disturb any human remains, including those interred outside of dedicated cemeteries?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- Excavation and grading from implementation of future development projects under the General Plan could damage or destroy significant cultural resources. This is considered a significant, but mitigable impact. (Impact 4.12-1)

**Analysis of the Project**

The Project area has been developed as a golf course since at least the mid-1980s when both 18-hole courses at the Indian Wells Golf Resort were originally constructed. The proposed redesign of the Players course would result in ground-disturbance to approximately 56 acres associated with the required grading activities to re-contour the existing turfed fairways, tees and greens, bunkers (sand traps) and re-naturalized desert areas.

The Project does not propose to change existing land use designations or zoning districts, or add additional uses to the golf course. Therefore, any potentially significant cultural resource effects resulting from developing the site consistent with its General Plan Land Use (Open Space / Golf Recreation), have already been adequately analyzed in the General Plan FEIR, and can be avoided/mitigated pursuant to compliance with the mitigation measures contained the General Plan FEIR (see General Plan FEIR Impacts 4.12-1 and 4.13-1). As concluded in the General Plan FEIR, ground-disturbing activities, such as grading or excavation, could unearth undocumented archaeological or paleontological resources, or disturb unknown human remains. Per required mitigation measures identified in the FEIR, site-specific cultural resources surveys would be conducted, as needed, to evaluate potential impacts to cultural resources. If human remains were found, those remains would require proper treatment, in accordance with applicable laws.

Following compliance with the established regulatory framework, and required FEIR mitigation measures and General Plan Policies, including the City's Archaeological Resource Policy, no new significant impact to archaeological/paleontological resources or human remains, or substantial increase in the severity of previously identified significant impacts, would occur with implementation of the Project. Therefore, the proposed redesign of the Player's course would not result in new cultural resource impacts requiring preparation of a subsequent EIR.

**4.6 ENERGY**

*Would the project:*

- Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?*
- Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- The City certified the General Plan FEIR before Appendix G of the State CEQA Guidelines was revised to include a checklist item specific to a project's impacts relating to Energy. As such, the General Plan FEIR, as amended by the 2007 and 2013 Addenda, does not include a stand\_alone Energy Analysis Section. However the topic of energy is addressed in General Plan FEIR Section 4.10, Public Services/Utilities. The General Plan FEIR concluded that development allowed under the General Plan would not significantly impact the service companies now providing natural gas and electricity in their ability to provide these services to meet projected demand.

- The General Plan FEIR Conservation and Open Space Element contain policies pertaining to natural gas and electricity which must be adhered to, including encouraging the use of site planning techniques, building orientation, and building design that reduce energy use; and encourage energy conservation by incorporating updated planning and building standards which minimize consumption of non-renewable resources. The General Plan FEIR determined that no mitigation was necessary provided the General Plan Conservation and Open Space Element goals and policies are adhered to.

**Analysis of the Project**

The Project would not result in new energy impacts beyond those identified in the General Plan FEIR. The Project would consume energy during the construction phase to operate construction equipment and as a result of the manufacture of construction materials (PVC pipe, concrete, etc.). During construction, the Project would use electricity to power construction trailers, power tools, and to light storage, staging and work areas. The primary energy source will be petroleum fuel (i.e. gasoline and diesel) for the operation of graders, compactors and water trucks, material-hauling trucks, as well as vehicle trips associated with construction worker commutes. Electricity will be used to a lesser extent to operate power electric equipment and worksite lighting. As such, the Project would not be expected to cause an inefficient, wasteful, or unnecessary use of energy resources nor conflict with or obstruct a state or local plan for renewable energy or energy efficiency. The General Plan includes goals and policies to reduce potential impacts to energy resources, including, but not limited to, Conservation and Open Space Element Policy IIIA7.2, which directs the City to incorporate planning and building standards which minimize consumption of non-renewable resources, such as natural gas and fossil fuels, into City codes; Policy IIIA7.3, which directs the City to encourage a Green Building program that awards incentives for projects that install energy conservation measures; and Policy IIIA7.9, which directs the City to encourage the use of site planning techniques, building orientation, and building designs that reduce energy use. The Project's development will be reviewed for consistency with State energy efficiency standards, including the California Energy Code and California Green Building Standards Code, as adopted by the City of Indian Wells, as well as General Plan Policies aimed to reduced potential impacts to energy resources. Adherence with the General Plan policies and existing regulations, there would be no new significant or significantly different impacts related to energy as a result of the proposed Project.

**4.7 GEOLOGY AND SOILS**

*Would the project:*

- a. *Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:*
  - i. *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*
  - ii. *Strong seismic ground shaking?*
  - iii. *Seismic-related ground failure, including liquefaction?*
  - iv. *Landslides?*
- b. *Result in substantial soil erosion or the loss of topsoil?*
- c. *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*
- d. *Be located on expansive soil, as defined in Table 18-1-B of the California Building Code (1994), creating substantial risks to life or property?*

- e. *Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*
- f. *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

#### General Plan FEIR Conclusions

The General Plan FEIR concluded the following:

- Implementation of development under the General Plan could result in significant impacts resulting from erosion and blowsand hazards. These potential adverse impacts are significant, but mitigable. (Impact 4.8.1)
- Future seismic activity within the area has the potential to significantly impact property and residents as a result of groundshaking and landslides/rockfall hazards, but this impact is mitigable. (Impact 4.8.3)

#### Analysis of the Project

The City, including the subject golf course site, is located in a seismically active region, surrounded by three active faults. The closest fault, the San Andreas Fault, is located approximately 5 miles northeast of the site. The San Jacinto Fault is approximately 12 miles southwest of the site, and the Elsinore Fault is approximately 32 miles southwest. Given its location in a seismically active region, the site currently is and would continue to be subject to strong seismic ground shaking. The primary hazard associated with seismic ground shaking is the risk of collapse of buildings or other structures.

The City does not contain land within a State-designated Alquist-Priolo Earthquake Fault Zone, Landslide Zone, or Liquefaction Zone.<sup>3</sup> However, as concluded in the General Plan FEIR, land uses under the General Plan could be exposed to potential substantial adverse effects involving strong seismic ground shaking, seismic-related ground failure, or unstable geologic units or soils; refer to General Plan FEIR Figures 4.8-1, 4.8-3, and 4.8-4. Once operational, the subject golf course area will not be occupied by any residential, commercial or other structures for human occupation, and therefore it would not expose individuals to an increased risk from strong ground shaking events in the region. The construction of the required infrastructure and utilities in support of the redesigned golf course will be subject to applicable California Building Code (CBC) requirements. Adherence to applicable structure and seismic requirements will minimize the potential for damage to the golf course infrastructure in the event of strong seismic ground shaking.

According to Figure 4.9.3 in the Riverside County General Plan EIR, the subject golf course area is of low paleontological sensitivity. Given that the subject golf course already exists, the site has been disturbed at least twice since the mid-1980s. Paleontological resources are not expected to occur on the subject property, and thus would not be destroyed by the proposed golf course redesign project.

Additionally, the golf course redesign does not propose to change existing land use designations or zoning districts or add additional uses to the golf course. Any potentially significant geologic effects resulting from developing the site consistent with its General Plan

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<sup>3</sup> State of California, Department of Conservation California Geological Survey, *Regional Geologic & Hazards Mapping Program - Alquist-Priolo Earthquake Fault Zones*, <http://www.quake.ca.gov/gmaps/NH/regulatorymaps.htm>, Accessed September 5, 2013.

Land Use (Open Space / Golf Recreation), have already been adequately analyzed in the General Plan FEIR, and can be avoided/mitigated pursuant to compliance with the mitigation measures contained the General Plan FEIR (see General Plan EIR Impacts 4.8-1 and 4.8-3). Following compliance with the recommended FEIR mitigation measures and General Plan Policies, no new significant impacts involving geology, soils, or seismicity, or substantial increase in the severity of previously identified significant impacts would occur as a result of construction or operation of the redesigned golf course. Therefore, the proposed Project would not trigger new geology and soils impacts requiring preparation of a subsequent EIR.

**4.8 GREENHOUSE GAS EMISSIONS**

*Would the project:*

- a. *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*
- b. *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

**General Plan FEIR Conclusions**

Since certification of the General Plan FEIR, the CEQA Guidelines Appendix G Checklist has been revised to include a new category for Greenhouse Gas Emissions impacts. Accordingly, a review has been conducted and is presented below.

**Analysis of the Project**

Effective March 18, 2010, the State adopted amendments to the CEQA Guidelines requiring the analysis and mitigation of the effects of GHG emissions in CEQA documents. The CEQA Guidelines regarding GHG emissions do not specifically address situations involving subsequent implementation actions for a project with a previously certified EIR.

GHG emissions and global climate change is not "new information" since these effects have been generally known for quite some time. Therefore, for the proposed Project, this would not be considered new information pursuant to CEQA, PRC Section 21166, for which a climate change analysis is required. The proposed Project involves redesigning a portion of an existing golf course at the Indian Wells Golf Resort. The proposed redesign of the golf course would not allow for additional growth beyond its current operations or what was identified and analyzed in the General Plan FEIR.

A June 2011 decision by the Fourth District of the California Court of Appeals also instructs and confirms that, after an initial EIR is certified, CEQA establishes a presumption against additional environmental review (Citizens for Responsible Equitable Environmental Development v. City of San Diego (2011) 196 Cal.App.4th 515). In that case, the court held that the effect of greenhouse gas emissions on climate could have been raised in 1994 when the City considered a FEIR for the buildout of its General Plan. However, no challenge to the 1994 FEIR was brought within 30 days of the City's notice of approval of the General Plan land uses. (Pub. Resources Code, § 21167, subd. (c).) Accordingly, the Court of Appeal held that, under subdivision (c) of Public Resources Code Section 21166, the City could not require preparation of a Supplemental EIR unless "[n]ew information, which was not known and could not have been known at the time the [EIR] was certified as complete, becomes available," and information on the effect of greenhouse gas emissions on climate was not "new information" as it was known long before the City approved the original FEIR.

Pursuant to the SEIR regulations in CEQA and the CEQA Guidelines, the City of Indian Wells' discretion with regard to additional environmental review is limited to determining whether any of the three triggering conditions set forth in PRC Section 21166 have occurred. Since the first and second conditions have not occurred (i.e., that the City is not requesting changes to the approved General Plan land uses and that there have not been substantial changes in circumstances such that new or more severe environmental impacts will occur requiring major revisions to the General Plan FEIR), the issue is simply whether GHG emissions constitute "new information" under the regulations. As noted above, a factual finding is made by the City of Indian Wells that, consistent with the holding in *Citizens for Responsible Equitable Environmental Development v. City of San Diego* (2011) 196 Cal.App.4th 515, such emissions do not constitute new information. Thus, it is therefore concluded, this issue does not constitute new information triggering the need to prepare a Supplemental EIR.

**4.9 HAZARDS AND HAZARDOUS MATERIALS**

*Would the project:*

- a. *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*
- b. *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*
- c. *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*
- d. *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*
- e. *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*
- f. *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*
- g. *Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- Development under the General Plan could subject the public to significant impacts due to inadequate protection from fire hazards. This is a potentially adverse impact that is not significant. (Impact 4.11-1)
- Development under the General Plan could pose a public health and safety hazard due to inadequate preparation for flooding hazards. This is a potential adverse impact that is not significant. (Impact 4.11-2)
- Development that would be implemented under the General Plan could pose a public health and safety danger through the release of hazardous emissions or risk of upset. This is a potential adverse impact that is not significant. (impact 4.11-3)



- Development under the General Plan could interfere with emergency response or emergency evacuation plans. This is a potential adverse impact that is not significant. (Impact 4.11-4)

**Analysis of the Project**

According to the City's General Plan Safety Element, there are very few hazardous materials generators in the City. Most of the risk associated with potentially hazardous materials is the result of the transport of such materials through the City, on major corridors such as the Hwy 111 and Washington Street. The City is responsible for coordinating with the appropriate agencies in the identification of hazardous material sites and regulation of their timely cleanup. The subject golf course site is surrounded by resort and residential uses, with no hazardous materials sites, airports, or wildland in the immediate vicinity. The subject golf course is located approximately 0.18 miles west of the Gerald Ford Elementary School, which is located at the southeast corner of Fred Waring Drive and Warner Trail. The project site is also located 2.42± miles southwest of the Bermuda Dunes Airport and the Palms Springs International Airport is located approximately 10.5 miles northwest of the subject site. According to CalFire, the subject site is located approximately three miles north of the closest Local Responsibility Area and is 4.25 miles north of the nearest Moderate High Fire Hazard Severity Zone (MFHSZ) associated with the foothills and slopes of the Santa Rosa Mountains to the south of the golf course site.

The proposed golf course redesign may involve the use of potentially hazardous materials related to the operation and maintenance of construction equipment, the use and on-site storage of which would cease upon completion of the golf course redesign work. The existing maintenance facilities located immediately south of Fred Waring Drive will continue to provide storage and management of fuels, fertilizers and landscape chemicals for the maintenance of the golf course, as they do now. There will be no changes to these facilities due to the implementation of the golf course redesign and operation. The handling, storage, and use of these materials would continue to be subject to local, state, and federal laws, including California Occupational Health and Safety Administration (CalOSHA) requirements.

Considering the project is simply the redesign of the existing Player's golf course, it will not result in an increase in the routine transport, use, or storage of related hazardous materials or fuels, fertilizers, herbicides and pesticides that will be associated with post-construction golf course operations. The Project would also not be expected to create a significant hazard to the public, schools, or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Considering the distance to existing airports, and the fact that the project is simply a redesign of an existing golf course, it would not result in any airport-related safety hazards or excessive noise for people residing or working within the subject golf course area.

According to the City's General Plan, key evacuation routes in the city include Highway 111, Cook Street, and Washington Street. Construction activities associated with the project would not involve or result in any temporary impacts to local streets. Furthermore, the construction would use existing golf course access from Fred Waring Drive and the existing golf course maintenance facilities, would be temporary, and would not interfere with emergency access during construction. Therefore, the proposed redesign of the existing golf course would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

According to CalFire, the subject site is located approximately 3 miles north of the closest Local Responsibility Area and is 4.25 miles north of the nearest Moderate High Fire Hazard Severity Zone (MFHSZ) associated with the foothills and slopes of the Santa Rosa Mountains to the

south of the subject golf course site. The proposed Project would simply be the redesign and reconstruction of the existing Player's golf course and does not propose the development of any residential or commercial buildings or other occupied structures. It therefore would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires.

Following compliance with the recommended FEIR mitigation measures and General Plan Policies, no new significant impacts involving hazards and hazardous materials, or substantial increase in the severity of previously identified significant impacts would occur with implementation of the proposed redesigned golf course. Therefore, the proposed Project would not result in new hazards or create new hazardous material impacts requiring preparation of a subsequent EIR.

#### **4.10 HYDROLOGY AND WATER QUALITY**

*Would the project:*

- a. *Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?*
- b. *Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*
- c. *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river or through the addition of impervious surfaces, in a manner which would:*
  - i. *result in substantial erosion or siltation on- or off-site;*
  - ii. *substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;*
  - iii. *create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or*
  - iv. *impede or redirect flood flows?*
- d. *In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?*
- e. *Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

#### **General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- Implementation of the General Plan could increase the rate, amount, and quality of stormwater runoff by the construction of impervious surfaces. Increased surface flow could also exacerbate flood conditions. These potential adverse impacts are significant, but mitigable. (Impact 4.4-1)
- Implementation of the General Plan would increase demands on already limited groundwater resources through increased development of residential, commercial, recreational, and landscaping uses. This potential adverse impact is significant, but mitigable. (Impact 4.4-2)
- Development activities related to buildout have the potential to adversely impact surface and groundwater quality. This impact is potentially significant but mitigable. (Impact 4.4-3)

**Analysis of the Project**

The proposed Project involves the redesign and construction or redevelopment of the existing Player’s golf course, which is one of two courses at the Indian Wells Golf Resort. Data provided by the golf course management indicates that the subject course uses approximately 850-acre feet of water per year. Golf course management and the referenced report indicate that 99.9% of golf course irrigation water is “canal water”, which is imported by CVWD via the All American and Coachella Branch canals. Essentially no ground water is used to irrigate these courses.

The subject golf course site is located outside a FEMA designated 100-year flood hazard zone. The adjoining Whitewater Stormwater Channel is designated Zone A on the FEMA Flood Insurance Rate Map No. 06065C2227H (April 19, 2017).

The proposed Project is limited to changes to the existing Player’s golf course located south of Fred Waring Drive and north of the Highway 111. The proposed Project involves the relocation of two golf holes from south of the Whitewater Stormwater Channel to the north side of the channel. It also involves additional adjustments to the existing course, including limited fairway adjustments to accommodate the reintegration of holes 17 and 18 into the course north of the channel, and to improve play within the course. Additional adjustments include relocation and modifications to tee boxes and bunkers. Existing holes 17 and 18 will be left as is for the foreseeable future and will serve as landscaped open space areas for the adjacent Renaissance Esmeralda hotel.

Changes to the subject Player’s course include areas of changed and adjusted ground elevation where some areas will be reduced (materials removed) and elevated (materials) added. The proposed work will include a total of 115,130± cubic yards (cy) of cut and 97,630± cy of fill. The difference, 17,500± cy, is expected to be accounted for in the anticipated 15% of soil shrinkage. Therefore, cut and fill will be balance on site.

The existing drainage pattern of the redesigned golf course will remain essentially the same as current conditions. The site gently slopes from north to south. Minor adjustments will be made to the existing golf course drainage facilities to replace old pipes and tie new low spots into the existing drainage system. The redesigned course will continue to include areas of re-naturalized desert, and runoff from turfed areas, bunkers and natural areas is expected to be minimal. The limited drains that discharge into the stormwater channel will continue to do so.

While project construction has the potential to increase soil erosion and deposition into the adjoining channel, such impacts will be avoided through the application of appropriate BMPs as required by mitigation measures in the FEIR and General Plan Policy. To protect water quality during construction, the project will follow the SWRCB’s existing construction policy (Construction General Permit Order 2009-0009-DWQ) which requires the development of a project specific construction SWPPP in compliance with the State’s General Construction Permit.

Once course grading and associated disturbances are completed the site will perform as it has since the mid-1980s and there will be no increase in potential stormwater runoff, soil erosion or potential flood either on site or off-site. The adjacent stormwater channel will continue to serve and convey runoff from the same tributary watershed and there will be no net increase in channel flows due to the course’s reconstruction or operation. Therefore, the project will not increase the rate or amount of surface runoff in such a manner and will not induce flooding on- or off-site. In addition, during operation, the course will continue to rely on canal water for irrigation and other non-potable uses at the course.

Compliance with the established regulatory framework, and the recommended FEIR mitigation measures and General Plan Policies, no new significant impacts involving hydrology and drainage, or substantial increase in the severity of previously identified significant impacts would occur as a result of constructing and operating the redesigned golf course. Therefore, the proposed Project would not increase or result in new hydrology or water quality impacts requiring preparation of a subsequent EIR.

**4.11 LAND USE AND PLANNING**

*Would the project:*

- a. *Physically divide an established community?*
- b. *Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- The proposed General Plan would not establish land use categories which would result in incompatible land uses or land uses out of character with the surrounding area. (Impact 4.1-1)
- The General Plan FEIR determined that the Approved Project was consistent with the applicable Indian Wells General Plan Policies, including Policies of the Land Use, Housing, Conservation/Open Space, Community Safety, and Noise Elements, and the General Plan Goals and Objectives. The General Plan FEIR concluded that, with the implementation of the proposed mitigation measures, the Approved Project was consistent with the City's General Plan. (Resolution 96-9)

**Analysis of the Project**

The City uses an integrated General Plan Land Use and Zoning Map to assign land use and zoning designations to lands in the City. The subject property is designated as "Open Space, Golf and Recreation" on these plans. The Open Space and Recreation category encompasses five different designations, which are intended to provide a range of public and private open spaces and recreational areas for enjoyment and safety of the residents. The "Golf and Recreation" designation, which has been assigned to the subject property, provides for public and private golf course and tennis facilities. The subject golf course was originally constructed in the mid-1980s and is consistent with the General Plan and Zoning designations that have been assigned to these lands.

The project proposes the redesign and modifications to the existing Player's golf course which was built at the Indian Wells Golf Resort and has been in place since the mid-1980s. There is no residential or other development within the boundaries of the project site. Existing residential development is located to the immediate west and to the north of Fred Waring Drive. The subject golf course area is bounded on the south by the Whitewater Stormwater Channel and resort hotels, with Highway 111 further south. Construction and operation of the redesigned golf course would not therefore physically divide an established community.

The golf course redesign does not propose to change existing land use designations or zoning districts or add additional uses to the golf course. Overall, following compliance with the recommended FEIR mitigation measures and General Plan Policies, no new significant impacts involving land use and planning would occur as a result of constructing and operating the

redesigned golf course. Therefore, the proposed Project would not increase or result in new impacts to land use and planning requiring preparation of a subsequent EIR.

**4.12 MINERAL RESOURCES**

*Would the project:*

- a. *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*
- b. *Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- The topic of Mineral Resources is addressed in General Plan FEIR Section 4.8, Geology, Soils, and Seismicity. As discussed in the General Plan FEIR, the City includes areas classified by the Division of Mines and Geology as MRZ-1 (i.e., zone where adequate information indicates there are not significant mineral deposits present or where it is judged that there is little likelihood for their presences) and MRZ-3 (i.e., area that contains mineral deposits, but their significance cannot be determined based on available data). The General Plan FEIR concluded that the northeastern portion of the City is in MRZ-1 where adequate information indicates there are no significant mineral deposits present as classified by the Division of Mines and Geology.
- In addition, the zone designated MRZ-3 within the City comprises the steep terrain of the Santa Rosa Mountains in the southernmost and western portion of the City, which is already predominantly developed. Therefore, the General Plan FEIR determined that the potential impact to mineral deposits during implementation of the General Plan is not significant, and no mitigation is warranted.

**Analysis of the Project**

Lands in the City of Indian Wells are located in Mineral Resource Zones 1 and 3 (MRZ-1, MRZ-3), refer to General Plan FEIR Figure 4.8.2<sup>4</sup>. The subject Project is located entirely within MRZ-1 and is approximately 0.75 miles from the nearest point of contact with bedrock designated MRZ-3. The MRZ-1 designation indicates areas where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood for their presence exists. Mineral resources in the Coachella Valley are largely limited to sand and gravels, and the lack of a fluvial regime and deposition in the area precludes such resources in the project area. Mining of potentially viable sand and gravel resources is also precluded by existing development. The Project proposes the redesign and reconstruction of the existing Player’s golf course and therefore would not result in the loss of availability of any known mineral resources. The Project site is not designated, used, or planned for mineral resource extraction or development. Therefore, the Project would not result in new mineral resources impacts beyond those identified in the General Plan FEIR, as there would be no new significant or significantly different impacts to mineral resources due to implementation of the proposed Project requiring preparation of a subsequent EIR.

**4.13 NOISE**

*Would the project:*

- a. *Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*
- b. *Generation of excessive groundborne vibration or groundborne noise levels?*
- c. *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- Implementation of the proposed General Plan could expose receivers to noise levels in excess of 70 dBA CNEL. These potential adverse impacts are significant, but mitigable. (Impact 4.6.1)
- Implementation of the General Plan could expose residential receivers to noise levels in excess of 60 dBA CNEL. These potential adverse impacts are significant, but mitigable. (Impact 4.6.2)

**Analysis of the Project**

The primary source of noise in Indian Wells is traffic noise, including from regional highways, such as California State Route 111 and major roadways such as Cook Street, Fred Waring Drive and Washington Street. Fred Waring Drive adjoins the north boundary of the Project site and is separated from the golf course by a six-foot decorative block wall. Other noise generators in the City include construction activities, commercial delivery activities, and landscape maintenance equipment. Residences, schools, libraries, and senior care facilities are considered noise-sensitive receptors. The Project site is located in a quiet residential neighborhood with limited traffic noise. The Bermuda Dunes (Crown Aero) Airport is located approximately 2.5 miles northeast of the Project site. The Palms Springs International Airport is approximately 11.5 miles northwest the subject site.

The Noise Element in the City's General Plan provides a Noise Compatibility Matrix which defines the acceptable noise level for different land uses in Indian Wells. The "Normally Acceptable" noise level range for single family residential land uses is 50 to 60 dBA CNEL. Chapter 9.06 of the City's Municipal Code provides noise control policies and regulations. According to §9.24.040, the exterior sound level limit in all residential zones is 55 dBA from 7:01 a.m. to 10 p.m., and 50 dBA from 10:01 p.m. to 7 a.m. These noise level limits do not include temporary noise generated by construction activities. Pursuant to §9.06.047, construction activities must be limited to the following hours:

**City Permitted Hours for Construction & Landscape Activity**

|                     |                        |
|---------------------|------------------------|
| Monday to Friday    | 7:00 a.m. to 5:00 p.m. |
| Saturday            | 8:00 a.m. to 5:00 p.m. |
| Sunday and holidays | None                   |

Source: City of Indian Wells Municipal Code §9.06.044

Considering the Project's location in a resort residential neighborhood, construction activities could exceed the City's noise limit for residential land uses. However, the closest residences are located east of Elkhorn Trail along the Project's easternmost boundary, and construction-related noise will be temporary, and high noise levels would be intermittent. It should also be noted that golf course modifications in this area are limited. Moreover, construction activities related to the subject golf course modifications will be subject to the permitted hours pursuant to Section 9.06.044 of the Municipal Code, and as provided in Table, above. Provided the Project adheres to these hours, any construction-related noise temporarily increasing the ambient noise level in the vicinity of the subject golf course site would not be in excess of the standards established in the local general plan or noise ordinance.

Once the proposed golf course modifications are completed, the Project site would not be expected to generate any new noise or increased noise levels. While occasional noise associated with landscape maintenance is anticipated, these activities already occur and will be temporary and periodic. Moreover, maintenance of the golf course will be conducted in conformance with City permitted hours of construction and landscape activities, as set forth in Table, above. Therefore, operational noise associated with the modified golf course would be the same as for the existing facility and there will be no permanent increase in ambient noise levels in the vicinity of the Project site in excess of standards established in the local general plan or noise ordinance. While residents in the surrounding vicinity of the Project site may occasionally detect some groundborne vibration during construction activities, impacts would be low, temporary and would end once construction is complete. As stated above, construction activities would also be limited by the daytime operations hours provided in §9.06.044 of the City's Municipal Code. Groundborne vibration will not be generated during long-term Project operation.

The Project site is not located within the vicinity of a private airstrip or within two miles of a public airport or public use airport. As noted above, the Bermuda Dunes (Crown Aero) Airport is located approximately 2.5 miles northeast of the Project site. The Palms Springs International Airport is approximately 11.5 miles northwest the subject site. The Project would thus not expose people residing or working in the area to excessive noise levels related to airport operations.

Following compliance with the recommended FEIR mitigation measures and General Plan Policies, no new significant noise impacts, or substantial increase in the severity of previously identified significant impacts would occur as a result of constructing and operating the redesigned golf course. Therefore, the proposed Project would not increase or result in new noise related impacts requiring preparation of a subsequent EIR.

**4.14 POPULATION AND HOUSING**

*Would the project:*

- a. *Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*
- b. *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- Upon buildout of the General Plan, additional residential dwelling units and commercial development could be added to the City. This is not considered a significant impact. (Impact 4.9-1)
- Upon buildout (post 2015) of the General Plan, the population in the plan area would increase by approximately 5,563 persons. This increase is not considered a significant impact. (Impact 4.9-2)

**Analysis of the Project**

The subject project involves the redesign and modifications to the existing Player's golf course, which was originally constructed in the mid-1980 and was modified in 2008. It is one of two golf courses of the Indian Wells Golf Resort. There are no homes within the golf course planning area and no homes will be affected by the proposed modifications to the course. No new extensions of roads or infrastructure, and no existing or future homes will be affected by the Project. The Project would not displace any existing people or housing or necessitate replacement housing elsewhere. Therefore, no new impacts involving population and housing, or substantial increase in the severity of previously identified impacts would occur as a result of constructing and operating the redesigned golf course. Therefore, the proposed Project would not increase or result in new impacts to population and housing requiring preparation of a subsequent EIR.

**4.15 PUBLIC SERVICES**

*Would the project:*

- a. *Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*
  - 1) *Fire protection?*
  - 2) *Police protection?*
  - 3) *Schools?*
  - 4) *Parks?*
  - 5) *Other public facilities?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- Development allowed under the General Plan would not significantly impact the ability of the service agency to provide adequate fire protection and paramedic services to meet future needs. (Impact 4.10-6)
- Development under the General Plan would create additional demand for police protection services. This is considered a significant, but mitigable impact. (Impact 4.10-5)



- Development allowed under the General Plan would generate an incremental increase in student population for the area. This is considered a significant but mitigable impact. (Impact 4.10-7)
- Development under the General Plan would create additional demand for public park land. This is considered a significant, but mitigable impact. (Impact 4.10-8)
- Development allowed under the General Plan would increase the demand for library services. This is considered a significant but mitigable impact. (Impact 4.10-9)

**Analysis of the Project**

Consistent with recommended FEIR mitigation measures and General Plan Policy, the City will require the Project contractor to prepare a Construction Traffic Control Plan to ensure emergency access to the subject site is maintained throughout construction. Once golf course modifications are completed, the operation of the golf course will not adversely affect the provision of police or fire protection in this area of Indian Wells nor would it result in the need for new or physically altered facilities.

The proposed golf course modifications do not include any residential units or habitable structures and would not result in a permanent increase in the local population. It would therefore not result in any impacts to school enrollment and would not require the provision of new or additional facilities.

The subject golf course (Player’s course) currently serves as one of two municipal golf courses at the Indian Wells Golf Resort. During construction, the subject course would be closed to play, which may temporarily increase demand on other golf courses in the area, including the second (Celebrity) course located at the resort. However, the disruption in use of the Player’s course would be temporary, and there would be no associated impacts to public parks from its temporary closure. No other public facilities will be affected by the proposed Project.

Following compliance with the recommended FEIR mitigation measures and General Plan Policies, no new significant impacts involving public services or facilities, or substantial increase in the severity of previously identified significant impacts would occur as a result of constructing and operating the redesigned golf course. Therefore, the proposed Project would not increase or result in new impacts to public services or facilities requiring preparation of a subsequent EIR.

**4.16 RECREATION**

*Would the project:*

- Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*
- Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

**Analysis of the Project**

Refer to Section 4.15, Public Services.

**4.17 TRANSPORTATION**

*Would the project:*

- a. *Conflict with program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?*
- b. *Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?*
- c. *Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*
- d. *Result in inadequate emergency access?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- Development under the General Plan land uses could result in an inadequate traffic system without the appropriate transportation improvements. (Impact 4.2-1)
- Development under the General Plan land uses could result in a limited choice of travel modes. This is a potential adverse impact that is not significant (Impact 4.2-2)
- Development under the General Plan land uses could result in a traffic system that detracts from the residents' quality of life. This is a potential adverse impact that is not significant. (Impact 4.2-3)

**Analysis of the Project**

The Project involves the construction of modifications to the existing Player's Golf Course at the Indian Wells Golf Resort, which has been operating since the mid-1980s. Access to the course is via the existing Indian Wells Lane which extends north from State Highway 111 and serves the golf resort and associated hotels and conference facilities, as well as the golf resort clubhouse and other golf facilities. The golf resort's maintenance facilities are located on the north end of the Player's course immediately south of Fred Waring Drive via gated access from that street. The proposed Project will not alter any of these long-established points of access.

All proposed modifications to the Player's golf course will be internal and will not affect or be affected by access from a public street. The Project will not affect any traffic or circulation plan, ordinance or policy of the City or any other agency. Policy, including those associated with transit, roadways, bicycle or pedestrian facilities. Once the golf course modifications are completed, there will be no change in the vehicle miles traveled (VMTs) or Level of Service (LOS) associated with its continued operation since 1980s and the project will not be inconsistent or in conflict with the provisions of CEQA Guidelines Section 15064.3(b). Current access into the golf course will not be affected by either its modifications during construction or ongoing operations.

Access for construction equipment, materials delivery and construction workers will be from the existing gated access to the golf course maintenance facilities located immediately south of and taking access from Fred Waring Drive. It should also be noted that this access is served by a dedicated right-turn lane and also has a stacking distance of 33± feet between the closest travel lane and the access control gate, which is only closed during evening hours. The construction of the subject golf course modifications and the ongoing golf course operations will not

substantially increase hazards associated with geometric design features or incompatible uses. Therefore, the proposed Project would not increase or result in new impacts to transportation requiring preparation of a subsequent EIR.

**4.18 Tribal Cultural Resources**

*Would the project:*

- a. *Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:*
  - i. *Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or*
  - ii. *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- Since certification of the General Plan FEIR, the CEQA Guidelines Appendix G Checklist has been revised to include a new category for Tribal Cultural Resources impacts. This topical area is addressed in General Plan FEIR Section 4.12, Cultural Resources. For purposes of this Addendum, the topic of Tribal Cultural Resources is discussed in Section 4.5, Cultural Resources, consistent with the organization of the General Plan FEIR.

**Analysis of the Project**

Refer to Section 4.5, Cultural Resources.

**4.19 UTILITIES AND SERVICE SYSTEMS**

*Would the project:*

- a. *Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*
- b. *Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?*
- c. *Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*
- d. *Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*

- e. *Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

**General Plan FEIR Conclusions**

The General Plan FEIR concluded the following:

- Development allowed under the General Plan would not significantly impact the ability of the service agency to provide adequate water to meet future demand levels. (Impact 4.10-1)
- Development allowed under the General Plan would not significantly impact the service companies now providing natural gas and electricity in their ability to provide these services to meet projected demand. (Impact 4.10-2)
- Development allowed under the General Plan would increase demand for wastewater treatment and require upgrades of the wastewater distribution system. This is considered a significant but mitigable impact. (Impact 4.10-3)
- Proposed development under the General Plan would result in an increase in the generation and disposal of solid waste. This is considered a significant but mitigable impact. (Impact 4.10-4)

**Analysis of the Project**

The existing two golf courses at the Indian Wells Golf Resort, including the subject Player's course and Celebrity course, are served by untreated, nonpotable Colorado River water delivered to the Coachella Valley via the All American and Coachella Branch Canals. Golf course irrigation water is provided by the CVWD Mid-Valley Pipeline (canal water) a portion of which is located within the Fred Waring Drive right of way. The Project will not require provision of any potable water supplies. The proposed golf course modification Project will not generate any new long-term water demand and near-term water demand will be limited to that needed for site watering, hydroconsolidation and other construction purposes. Once golf course work is completed Project water demand will return to current levels. There will be no new or increased demand for water resources, which currently are and will continue to be supplied by non-potable canal water rather than groundwater. There will therefore be no significant impacts on the local water supplier's ability to serve reasonably foreseeable future development during normal, dry, and multiple dry years. The Project will not require a new connection to existing domestic water lines, nor will it otherwise require or result in the relocation or construction of new or expanded water facilities. Construction water will be provided by existing on-site irrigation system supplied by non-potable canal water.

The proposed golf course modification Project will not generate any new or additional wastewater or demand for collection or treatment facilities beyond existing use of the current golf course. Therefore, the Project will not result in a need for such additional facilities and CVWD will continue to have adequate capacity to serve the Project's current and ongoing demand for wastewater collection and treatment facilities.

During construction of the of the modified golf course, some construction-related waste may be generated, including concrete and asphalt waste materials, as well as landscape waste associated with planned golf course revegetation. Consistent with FEIR mitigation measures and General Plan Policies, construction debris shall be disposed of in accordance with local and state requirements, including those provided in the County of Riverside Integrate Waste

Management Plan. The Project will also be required to comply with federal, state, and local management and reduction statutes and regulations related to solid waste, including compliance with California Code of Regulation Title 14, Natural Resources Division 7, Department of Resources Recycling and Recovery Chapter 3, Minimum Standards for Solid Waste Handling and Disposal and Article 5.9, Construction and Demolition and Inert Debris Transfer/Processing Regulatory Requirements.

Following compliance with the recommended FEIR mitigation measures and General Plan Policies, no new significant impacts involving public utilities and services systems, or substantial increase in the severity of previously identified significant impacts would occur as a result of constructing and operating the redesigned golf course. Therefore, the proposed Project would not increase or result in new impacts to public utilities and services requiring preparation of a subsequent EIR.

**4.20 WILDFIRE**

*Would the project:*

- a. *Substantially impair an adopted emergency response plan or emergency evacuation plan?*
- b. *Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*
- c. *Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?*
- d. *Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

**General Plan FEIR Conclusions**

- The City certified the General Plan FEIR before the above checklist items were added to the State CEQA Guidelines. However, the topic of wildland fire hazards is addressed in General Plan FEIR Section 4.11, Public Safety/Hazardous Materials. For purposes of this Addendum, the topic of wildfires is discussed in Section 4.9, Hazards and Hazardous Materials, consistent with the organization of the General Plan FEIR.

**Analysis of the Project**

As previously stated, the proposed Project would simply be the redesign and reconstruction of the existing Player’s golf course and does not propose the development of any residential or commercial buildings or other occupied structures. It therefore would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. As discussed in Section 4.9, Hazards and Hazardous Materials, according to the California Department of Forestry and Fire Protection (CAL FIRE) Fire Hazard Severity Zone Map, the proposed Project is not located within or next to a Very High Fire Hazard Severity Zone within a Local Responsibility Area or State Responsibility Area.21. The Project would not involve expansion of urban uses onto lands located within or adjacent to fire hazards areas.

As noted elsewhere in the Addendum, the City’s Local Hazard Mitigation Plan (LHMP) sets forth priority actions to mitigate hazards, as well as actions to coordinate plans and resources in the event of an emergency. The LHMP identifies the Emergency Service Coordinator in the City

Emergency Management Department, which has also developed an Emergency Operations Plan. The City LHMP also includes goals, policies and mitigation actions to ensure that emergency response is timely and effective. The proposed Project would not impair or interfere with an adopted emergency response or evacuation plan. According to the City's General Plan, key evacuation routes in the city include Highway 111, Cook Street, and Washington Street. Construction activities associated with the Project would not involve or affect any temporary impacts to local streets. Furthermore, the construction would use existing golf course access from Fred Waring Drive and the existing golf course maintenance facilities, would be temporary, and would not interfere with emergency access during construction. Therefore, there would be no new significant or significantly different impacts related to wildfire in or near state responsibility areas or lands classified as very high fire hazard severity zones as a result of the proposed Project requiring preparation of a subsequent EIR.

#### **4.21 MANDATORY FINDINGS OF SIGNIFICANCE**

*Would the project:*

- a. *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*
- b. *Does the project have potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?*
- c. *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*
- d. *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

As detailed herein, on the basis of substantial evidence in the light of the whole record, a Subsequent or Supplemental EIR is not appropriate for the proposed Project because none of the criteria permitting such a document under State CEQA Guidelines section 15162 are met.

The project will have a very limited impact on lands within the boundaries of the subject Player's course and the adjoining wash area. Golf course grading and other course remodeling activities and associated site disturbance and improvements will not interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors. Neither will the Project affect or impede the use of native wildlife nursery sites within or near the Project site.

The subject site lies outside the Santa Rosa and San Jacinto Mountains Conservation Area established by the adopted Coachella Valley MSHCP. It does, however, occur within the fee mitigation area established by the plan. However, the Project site was fully developed prior to 1996 and is not therefore subject to any development impact fee established by the MSHCP. The Project will not conflict with any local policies or ordinances protecting biological resources. Neither will it conflict with the provisions of the Coachella Valley MSHCP/Natural Community Conservation Plan, or any other approved local, regional, or state habitat conservation plan.

**4.22 CONCLUSION**

The General Plan FEIR examined all the potential impacts resulting from full buildout of the General Plan, including Land Use, Transportation/Circulation, Topography and Aesthetics, Hydrology and Water Quality, Biological Resources, Noise, Air Quality, Geology/Soils/Seismicity, Population/Housing/Employment, Public Services/Utilities, Public Safety/Hazardous Materials, Cultural Resources, and Paleontology. The General Plan FEIR concluded that impacts would be less than significant with implementation of mitigation measures (General Plan FEIR Chapter 2).

The proposed Project is a redesign and reconstruction of the existing Player's Course within its existing footprint and would result in no new significant impacts that were not analyzed in the General Plan FEIR, nor would the proposed Project cause a substantial increase in the severity of any previously identified environmental impacts. The potential impacts associated with the proposed Project would either be the same or less than those described in the General Plan FEIR. In addition, there are no substantial changes to the circumstances under which the proposed Project would be undertaken that would result in new or more severe environmental impacts than previously addressed in the General Plan FEIR, nor has any new information regarding the potential for new or more severe significant environmental impacts been identified.

In taking action on any of the approvals, the decision-making body must consider the whole of the data presented in the General Plan FEIR. As outlined in this Addendum analysis, all impacts of the proposed Project were fully examined in the previous FEIR and mitigated, and the proposed changes do not require substantial changes to the prior-certified EIR, or previously adopted mitigation measures. Therefore, the preparation of an Addendum to the existing certified EIR is the appropriate CEQA document to support the City's consideration of the proposed Project, as outlined in CEQA Guidelines Sections 15162 and 15164.

**ATTACHMENT #5**

**CITY OF INDIAN WELLS**

**GENERAL FUND RESERVE POLICY**

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**GENERAL FUND RESERVE POLICY**

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**CITY OF INDIAN WELLS**



**Considered by the City Council of the  
City of Indian Wells**

**September 5, 2024**



**CITY OF INDIAN WELLS**  
**GENERAL FUND RESERVE POLICY**

Policy Statement:

Maintaining appropriate financial reserves is essential for organizational stability. Adequate reserves empower an organization to navigate significant economic downturns, mitigate the impact of external agency actions that may reduce revenue, and respond effectively to unforeseen emergencies such as natural disasters, catastrophic events, or substantial legal liabilities.

Purpose:

It is the policy of the City of Indian Wells (City) to establish sound financial policies that are guidelines for prudent decision-making related to financial matters. The purpose of this reserve policy (Reserve Policy) is to establish a target minimum level of designated reserves in the General Fund to:

- Reduce the risk of financial impacts resulting from natural disasters or other catastrophic events.
- Respond to the challenges of a changing economic environment, including prolonged local, state, or national economic downturns.
- Demonstrate continued prudent fiscal management and creditworthiness.
- Provide funding stability for core services and infrastructure funded through the General Fund.

General Fund Reserve Policy:

The General Fund, as the City's primary operating fund, plays a crucial role. It is the financial backbone that accounts for sources and uses of discretionary resources to the City Council in providing activities, programs, and services deemed necessary and desirable by the community. It also accounts for all general revenues of the City not explicitly levied or collected for other City funds and related expenditures.

The General Fund is primarily funded through transient occupancy taxes, admissions taxes, sales taxes, property taxes, franchise fees, business license fees, unrestricted state revenues, fines, forfeitures, and interest income. These funds are then allocated for community development, recreation, public safety, public works, and other services, ensuring the smooth functioning of the City.

**CITY OF INDIAN WELLS**  
**GENERAL FUND RESERVE POLICY**

Rationale for a Robust Reserve:

Given the City of Indian Wells' significant reliance on tourism revenues, which are inherently volatile due to seasonal variations, economic downturns, and unexpected disruptions such as natural disasters or global pandemics, it is imperative to prioritize maintaining a large General Fund reserve. A robust reserve provides a financial cushion that enables the City to sustain essential public services, maintain infrastructure, and support community welfare during periods of reduced income.

Additionally, a substantial reserve enhances the City's creditworthiness, enabling it to secure better terms on borrowing for critical projects. By preparing for revenue shortfalls, the City can avoid drastic cuts to services or steep tax increases, thereby preserving its appeal as a tourist destination and safeguarding the well-being of its residents and businesses.

Prudent financial management dictates that a portion of the funds available to the City be held in reserve for future use. This Reserve Policy establishes the amounts the City will strive to maintain in the General Fund Reserve and the conditions under which the reserves may be spent.

Establishing Target Amounts:

Setting target amounts for cash reserves with a focus on risk involves evaluating specific risks and uncertainties that could affect financial stability. The goal is establishing a reserve that provides a sufficient buffer to manage unexpected expenses or revenue shortfalls. The following considerations are essential in determining the target funding objectives:

- Identify Key Risks
- Assess Risk Tolerance
- Estimate Potential Impact
- Determine Reserve Duration
- Incorporate Industry Benchmarks
- Conduct Annual Review
- Perform Stress Testing

**CITY OF INDIAN WELLS**  
**GENERAL FUND RESERVE POLICY**

Fund Balance Classifications:

The City will include Assigned and Unassigned Fund Balance classifications as part of its overall Reserve Policy. In accordance with Governmental Accounting Standards Board (GASB) Statement No. 54 (GASB 54), the City classifies fund balance components to identify whether they are available for appropriation:

- *Non-spendable:* Resources not in spendable form or legally required to remain intact.
- *Restricted:* Resources constrained by external parties or laws.
- *Committed:* Resources subject to limitations imposed by the City Council.
- *Assigned:* Resources intended for specific purposes established by the City Manager.
- *Unassigned:* Resources not classified in any other category, typically only in the General Fund.

General Fund Assigned Reserve Targets:

The City will fund the General Fund Assigned Reserve at a minimum of 50% of the budgeted annual General Fund Expenditures with no maximum. The Assigned Reserve is designated for specific purposes and is not accessible for routine expenditures. These funds are held for the following uses:

- Addressing short-term budgetary shortfalls due to economic downturns.
- Managing institutional changes, such as state budget takeaways and unfunded mandates.
- Covering economic shortfalls during declared emergencies.
- Preventing reductions in required services during prolonged economic downturns.

Unassigned Cash Balance:

In addition to the 50% assigned reserve, the City will maintain an additional 20% of the budgeted annual General Fund expenditures as an operating cash balance within the

**CITY OF INDIAN WELLS**  
**GENERAL FUND RESERVE POLICY**

Unassigned Fund Balance. This policy ensures that sufficient operational cash is available throughout the year, reducing the need to utilize assigned reserves.

Total General Fund Cash Reserves:

At the beginning of each fiscal year, the combined balance of the Assigned and Unassigned reserves will be maintained at a minimum of 70% of the budgeted annual General Fund expenditures. The City recognizes the inherent fluctuations in cash reserves throughout the fiscal year, influenced by factors such as seasonal tourism and other cyclical elements. As a result, the requirement to maintain a minimum combined total of 70% of the budgeted annual General Fund expenditures—including the 50% assigned reserve and 20% operating cash balance—is evaluated only as of July 1 of each fiscal year. This approach accounts for the variations in cash flow and ensures that the City's financial health is assessed at a stable point in the fiscal cycle.

Funding Mechanisms:

The General Fund Reserve will be funded from excess ongoing and one-time funds. The reserve helps ensure that the City can provide consistent, uninterrupted municipal services in the event of economic disruption or extreme events. The City Council is responsible for determining appropriate General Fund Reserve thresholds and allocating or changing those funding thresholds as appropriate.

The funding levels are based on a conservative risk assessment methodology for setting reserve levels developed by the Government Finance Officers Association of the United States and Canada (GFOA). The General Fund Reserve follows Generally Accepted Accounting Principles set by GASB 54.

Excess Funding Utilization:

Where funding exceeds the established thresholds, the City Manager may authorize the use of excess funds for:

- Additional General Fund reserves.
- Capital Improvement Projects.
- Pension and OPEB contributions.
- Additional Capital Reserve contributions.

**CITY OF INDIAN WELLS**  
**GENERAL FUND RESERVE POLICY**

- Disaster Recovery Reserve funding.

Interfund Borrowing Authority:

The City Manager is authorized to approve interfund borrowing in response to catastrophic events.

Replenishment and Review:

If Assigned reserves fall below the minimum threshold of 50% of the budgeted annual General Fund Expenditures, the City Manager will propose a plan to replenish them as quickly as feasible, with a target timeline not exceeding five years. The Finance Committee will review this Reserve Policy annually to ensure its effectiveness and relevance, incorporating best practices and sound risk assessment methodologies.

By adhering to this General Fund Reserve Policy, the City of Indian Wells ensures a solid financial foundation that supports its long-term goals and maintains fiscal health through prudent reserve management.



**INDIAN WELLS RESORT PLAYERS COURSE**  
Indian Wells, California  
**GOLF COURSE RENOVATION PROPOSAL**





September 26, 2024

**Mr. Ron Despain**

Senior Vice President – Golf Course Development  
Troon Golf

sent via e-mail  
[rdespain@troon.com](mailto:rdespain@troon.com)

**Mr. John Fought**

Golf Course Architect  
John Fought Design Golf Course Architecture

sent via e-mail  
[john@foughtdesign.net](mailto:john@foughtdesign.net)

Gentlemen,

Please find attached to this correspondence our proposal for the 2025 golf course renovation work of the Players Course at Indian Wells Resort. We appreciate the opportunity in allowing us to submit our proposal for this project. Our price is based on the quantities provided in the bid form, as well as our site visits and all related documents and correspondence during the pricing process.

We want to thank you for this opportunity and look forward to hearing from you regarding our submission.

Regards,

A handwritten signature in blue ink, appearing to read "Oscar Rodriguez".

**Oscar Rodriguez**  
**Senior Vice President**

cc: Jon O'Donnell, Division President, Heritage Links  
Chris Harz, Sr. Vice President Irrigation, Heritage Links

**MOBILIZATION & CONTRACTOR OVERHEAD:**

This includes the movement of all equipment and personnel to the site and the set-up of the construction operation on the site per requirements as stipulated by owner. It also includes the golf contractors project overhead.

**TOTAL MOBILIZATION & CONTRACTOR OVERHEAD** **\$ 904,939.00**

**EROSION CONTROL:**

- A) Silt Fence (unit price) \$ 9.42 /L.F.
- B) Hay Bales (unit price) \$ 59.21/bale
- C) Straw Waddle (unit price) \$ 7.75/L.F.
- D) Construction Entrance \$ 7,621.00

**ALLOWANCE** **\$150,000**

**DEMOLITION:**

- A) Removal of old concrete cart path (Bury on site):  
     Remove 118,724 S.F. of old path @ = **\$ 334,801.68**
- B) Tree & Brush clearing (as per plans & specifications):  
     Clearing 3.87 ac. @ \$ 8,061.00/ac. = **\$ 31,196.07**
- C) Drainage Parts removal: 3,681 L.F. of pipe & 23 catch basins:  
**\$ 31,911.00**
- D) Turf Tilling (Golf Superintendent to spray with Glyphosate):  
     57.9 ac. Tilling old turf @ \$ 1,900.00/ac. = **\$ 110,010.00**

**TOTAL DEMOLITION** **\$ 507,918.75**

**EARTHWORK:**

Contractor will be responsible for staying within golf course boundaries as indicated on the plans throughout the construction process. This item includes proper procedures to control dust and airborne particles from leaving the construction site. Owner will supply water.

A) Earthmoving of material: 115,130 yd3 @ \$ 9.85 /yd3 = \$ 1,134,030.50



B) Shaping: Shaping of all golf features and playing areas as outlined on the plans = \$ 228,100.00

**TOTAL EARTHWORK** \$ 1,362,130.50

**DRAINAGE:**

The following drainage items will be constructed in accordance with the Plans & Specifications.

PIPE:

A) 4-inch Solid CPP - 12,045 L.F. @ \$ 12.13/L.F. = \$ 146,105.85

DRAINAGE STRUCTURES:

A) 12 inch catch basins 90 @ \$ 1,745.00ea. = \$ 157,050.00

B) New Sumps (6 X 6 X 6) 5 @ \$ 4,308.00ea. = \$ 21,540.00

**TOTAL DRAINAGE** \$ 324,695.85

**FEATURE CONSTRUCTION:**

A) Greens:

- NEW GREENS (9) To be constructed per plans to USGA Recommended Specification (see detail).

54,633 S.F. @ \$ 13.95 /S.F. = \$ 762,130.35

- EXISTING GREENS (12) remove thatch layer (4 inches), install 4 inches of new mix and till

65,151 S.F. @ \$ 4.25 /S.F. = \$ 276,891.75

B) Tees: To be built out of native material (laser leveled)  
137,968 SF @ \$ .67/SF = \$ 92,438.56

C) bunkers: As per plans and specifications. Please note: all bunkers to be lined – 65% Capillary Concrete; 35% JM Evalith (See details).

83,139 S.F. @ \$ 16.60 /S.F. = \$ 1,380,107.40

**TOTAL FEATURE CONSTRUCTION** \$ 2,511,568.06

**CART PATHS:**

The cart paths will consist of 7-foot-wide cart path with aggregate finish (See Specifications).

A) Cart paths:

Golf Course 79,861 S.F. @ \$ 9.73 /S.F. = \$ 777,047.53

B) Curbing 3,000 L.F. @ \$ 16.24 /L.F. = \$ 48,720.00

C) FIRE ROAD (16 foot wide) 63,702 S.F. @ \$ 13.89 /S.F. = \$ 884,820.78

**TOTAL CART PATH** \$ 1,710,588.31

**FINISHING:**

The overall construction process is so disruptive that it becomes necessary to partially reshape everything. For instance, the final shapes of the critical areas like putting surfaces and tees must be recreated. The finishing, therefore, becomes the final touch to tie it all together. The finishing also prepares the ground for planting turf by producing a proper seedbed.

**FINISHING (Lump Sum)** \$ 490,967.00

**GRASSING:**

A) Greens:

Tifeagle sprigs - 119,784 @ \$ 1.04 /S.F. = \$ 124,575.36

B) Playing Areas:

38.43 acres of sprigged 419 Tifway grass @ \$ 8,625.00 /ac. = \$ 331,458.75

C) Sod:

160,000 S.F of 419 Tifway Bermuda sod @ \$ 1.04 /S.F. = \$ 166,400.00

**TOTAL GRASSING** \$ 622,434.11

**BONDING:**

|                      |                     |
|----------------------|---------------------|
| A) Bid Bond          | \$ <u>N/A</u>       |
| B) Performance Bond  | \$ <u>82,711.00</u> |
| <b>TOTAL BONDING</b> | \$ <u>82,711.00</u> |

**BID SUMMARY:**

|                                    |                         |
|------------------------------------|-------------------------|
| MOBILIZATION & CONTRACTOR OVERHEAD | \$ <u>904,939.00</u>    |
| EROSION CONTROL                    | \$ 150,000              |
| DEMOLITION                         | \$ <u>507,918.75</u>    |
| EARTHWORK                          | \$ <u>1,362,130.50</u>  |
| DRAINAGE                           | \$ <u>324,695.85</u>    |
| IRRIGATION                         | \$ <u>3,724,310.00</u>  |
| FEATURE CONSTRUCTION               | \$ <u>2,511,568.06</u>  |
| CART PATHS                         | \$ <u>1,710,588.31</u>  |
| FINISHING                          | \$ <u>490,967.00</u>    |
| GRASSING                           | \$ <u>622,434.11</u>    |
| BONDING                            | \$ <u>82,711.00</u>     |
| <b>TOTAL BID</b>                   | \$ <u>12,392,262.40</u> |

(In Words): Twelve Million, Three Hundred Ninety Two Thousand, Two Hundred Sixty Two Dollars and 40 Cents

By: Lexicon, Inc. dba Heritage Links  
Company Name

Oscar Rodriguez / Sr. Vice President  
Name/Title

**2.2 GOLF COURSE CONSTRUCTION PERSONNEL**

**Construction Superintendent**

Name: Pascual Torres  
 Years Experience: 37 Years  
 Years with Company: 10 Years  
 Previous 5 Projects: **PLEASE SEE ATTACHED**  
 \_\_\_\_\_  
 \_\_\_\_\_

**Assistant Superintendent**

Name: Cosme Lopez  
 Years Experience: 6 Years  
 Years with Company: 6 Years

**Shaping Crew**

**Lead Shaper**

Name: Jim Stevens  
 Years Experience: 40 Years  
 Years with Company: 3 Years  
 \_\_\_\_\_

**Shaper**

Name: Gary Velasquez  
 Years Experience: 29 Years  
2 years

**Feature Construction**

Foreman: Ramiro Garcia  
 Years Experience: 34 Years  
 Years with Company: 11 Years

**Irrigation System**

Construction Superintendent: Carlos Jaramillo  
 Years Experience: 17 Years  
 Years with Company: 9 Years

**Finish Crew**

|                      |                                   |
|----------------------|-----------------------------------|
| Foreman:             | <u>Roberto Tello</u>              |
| Years Experience:    | <u>20+ Years</u>                  |
| Years with Company:  | <u>10 Years</u>                   |
| Previous 3 Projects: | <u><b>PLEASE SEE ATTACHED</b></u> |

**2.3 BIDDER INFORMATION**


Company Name: Lexicon, Inc. dba Heritage Links  
 Physical Address: 10105 Louetta Road, Suite 111  
Houston, Texas 77070  
 Telephone: (281) 866-0909  
 Fax Number: (281) 866-0944

Bonding Company: Travelers Bond  
 Address: 10810 Executive Center Dr, Suite 400  
Little Rock, Arkansas 72211  
 Telephone: (501) 223-6700  
 OWNER'S Name: Travelers Insurance

Liability Insurance: McGriff Insurance  
 Address: 2000 International Park Drive, Suite 600  
Birmingham, Alabama 35243  
 Telephone: (205) 583-9891  
 OWNER'S Name: McGriff Insurance

Workman's Compensation  
 Insurance Company: McGriff Insurance  
 Address: 2000 International Park Drive, Suite 600  
Birmingham, Alabama 35243  
 Telephone: (205) 583-9891  
 OWNER'S Name: McGriff Insurance

Federal Tax ID Number: 71-0569150

Signature: 

Print Name and Title: **Oscar Rodriguez - Sr. Vice President**

**2.4 LIST OF PROPOSED SUB-CONTRACTORS**

Company Name: Evergreen Turf, Inc  
 Contact: Jimmy Fox  
 Address: P.O. Box 2770  
Chandler, Arizona 85244  
 Phone Number: (480) 456-1199  
 Fax Number: \_\_\_\_\_  
 Phase of Work: Grassing

Company Name: RP Ruiz Corporation  
 Contact: Rich Ruiz  
 Address: P.O. Box 1147  
Somas, California 93066  
 Phone Number: (805) 732-9683  
 Fax Number: \_\_\_\_\_  
 Phase of Work: Cart Path and Fire Road

Company Name: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Phase of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Phase of Work: \_\_\_\_\_

**2.5 LIST OF PROPOSED SUPPLIERS**

Name Eagle Golf and Landscape Products

Products Supplied: Drainage and JM Evalith Liner

Name Ewing Irrigation

Products Supplied:  
Capillary Concrete Liner and Erosion Control

Name West Coast Sand and Gravel

Products Supplied: Greensmix, Bunker Sand, USGA Gravel, Road Base

Name \_\_\_\_\_

Products Supplied: \_\_\_\_\_

Name \_\_\_\_\_

Products Supplied: \_\_\_\_\_



**2.6 MATERIALS SUBMITTALS**

Name Advance Drainage Systems, Johns Manville,

Capillary Flow (Please see attached)

Products Supplied ADS N-12 Drainpipe and Fittings

JM Evalith 013/140 Bunker Liner

Capillary Concrete Bunker Liner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. Invitation to Submit Bid Proposal

**PROJECT:  
Indian Wells Resort- Player's Course Re-Design**

Your company is invited to submit a bid proposal pertaining to the installation of a golf course irrigation system for the above listed project.

The bid must be in accordance with the specifications, plans, and addenda received from Fairway Irrigation Design before the specified bid opening date. All bids shall be submitted on the enclosed proposal forms. Proposal forms must be submitted with all blank spaces and unit prices completed. Alteration, additions, conditions or other irregularities may be cause for rejection of the bid. Scanned forms can be submitted electronically via email.

Your bid proposal shall be received no later than:

All proposals must be submitted in a sealed envelope with the words, "Irrigation Bid Enclosed" in the lower left hand corner. The bids will be received only at the following location and should be addressed to:

By e-mail, mail or express service:

Send electronic copy of proposal to:

**Mr. David Yoshimura**  
Fairway Irrigation Design  
77-605 Delaware Place  
Palm Desert, CA 92211-8807  
Tel: (760) 861-0252  
Email: David@FairwayDesign.com

Questions regarding the irrigation system design and specifications should be directed to Fairway Irrigation Design

**2. Bid Proposal Form**

**Irrigation System**

Bidder's Name: Lexicon, Inc. d/b/a Heritage Links

Address: 10105 Louetta Rd. Suite 111

Houston, TX. 77070

Telephone: (281) 866-0909 FAX: \_\_\_\_\_

State License No: 823300 Classification: A, C51, & B

The above-named Bidder, hereby referred to as the Contractor, declares that the only person(s) interested in this proposal are those named herein; that the proposal is in all respects fair and without fraud; and that it is made without any connection or collusion with any other person making a proposal on this project.

The Contractor declares that he/she has carefully examined the plans, specifications, and addenda relating to the proposed project. Further, the Contractor has inspected the proposed work area and has satisfied his/herself as to the conditions that exist at the site and the type of equipment that will be required to complete the project.

The Contractor hereby agrees to furnish all labor, material, tools, transportation, taxes and equipment required to install the automatic golf course irrigation system for the project as set forth in the plans, specifications, and addenda (if any).

The Contractor acknowledges the receipt of 1 addenda and verifies that the bid price below reflects any changes called for in said addendum. (Attach copies)

Bidder's Name: Lexison, Inc. dba Heritage Links

**Provisional Contingency Quantity and Unit Pricing**

Field modifications may require additions or deletions to the proposed work. The unit items shall be used to determine the amount of additional compensation to the Contractor and/or the credit amount to be reimbursed to the Owner. The prices below must reflect all materials, taxes, supervision, labor, equipment charges and any other expenses associated with the installation of each item. Materials included in the unit price and provisional contingency quantities must be the same as materials called out on the design drawing and shall meet all requirements of the specification document.

**Rain Bird Golf Remodel  
Contingency Unit Price**

Include all materials, labor and equipment (sprinklers, connectors, swing joints, pipe, glue, fittings, wire, etc.) for complete installation of each item. Price all items listed even if the item may not appear on the plans.

| <u>Item</u>                             | <u>Quantity</u> | <u>Unit Price</u>        | <u>Extended Total</u> |
|---|-----------------|--------------------------|-----------------------|
| 1. Rain Bird 700-IC-36-70               | 10              | \$ 915.00 ea.            | \$ 9,150.00           |
| 2. Rain Bird 751-IC-36-70               | 15              | \$ 950.00 ea.            | \$ 14,250.00          |
| 3. Rain Bird Eagle 751-IC-22-70         | 10              | \$ 950.00 ea.            | \$ 9,500.00           |
| 4. Rain Bird 351B                       | 10              | \$ 200.00 ea.            | \$ 2,000.00           |
| 5. Rain Bird 1804 SAM-PRS               | 10              | \$ 100.00 ea.            | \$ 1,000.00           |
| 6. #5 Quick Coupling Valve              | 2               | \$ 235.00 ea.            | \$ 470.00             |
| 7. Lateral Sub-main Isolation valve     | 5               | \$ 1,050.00 ea.          | \$ 5,250.00           |
| 8. 1" Brass Electric Control Valve- RB  | 5               | \$ 1,000.00 ea.          | \$ 5,000.00           |
| 9. 1 1/2" Brass Elec. Control Valve- RB | 2               | \$ 1,250.00 ea.          | \$ 2,500.00           |
| 10. 1 1/2" Wilkins Pressure Regulator   | 1               | \$ 1,325.00 ea.          | \$ 1,325.00           |
| 11. Air Release Valve                   | 1               | \$ 1,800.00 ea.          | \$ 1,800.00           |
| 12. Mainline RW Gate Valve – 12"        | 1               | \$ 8,250.00 ea.          | \$ 8,250.00           |
| 13. Mainline RW Gate Valve – 10"        | 1               | \$ 6,600.00 ea.          | \$ 6,600.00           |
| 14. Mainline RW Gate Valve – 8"         | 1               | \$ 4,400.00 ea.          | \$ 4,400.00           |
| 15. Mainline RW Gate Valve – 6"         | 1               | \$ 2,950.00 ea.          | \$ 2,950.00           |
| 16. Satellite Pedestal Replacement      | 1               | \$ 8,250.00 ea.          | \$ 8,250.00           |
|   |                 | <b>Total Contingency</b> | <b>\$ 82,695.00</b>   |

**Bid Summation**

The Bid price for the proposed irrigation system work shall be:

Contingency \$ 82,695.00

**Note: Golf course personnel have identified valves on the golf course which need replacement. These valves are on the existing parts of the golf course with valves not already identified on the design plans. Contractor shall supply a lump sum value for the replacement of identified valves by the golf course personnel.**

**Allocation for Replacement of Sub-Isolation Valves** \$ 42,335.00

Total for identified number of valves in the existing golf course. Include all parts and labor involved in removing and replacing an existing valve. Other items that may be damaged in the replacement such as pipe, nipples, wiring, etc. See Addendum Sheet IA-1.

**Allocation for Replacement of Mainline Gate Valves** \$ 39,255.00

Total for identified number of valves in the existing golf course. Include all parts and labor involved in removing and replacing an existing valve. Other items that may be damaged in the replacement such as pipe, nipples, wiring, etc. Any required new thrust blocks as defined in this document for a new valve. See Addendum Sheet IA-1.


**Total – Rain Bird Irrigation System** \$ 3,724,310.00

\* Total of Rain Bird irrigation system includes the allocation for replacement of sub-isolation valves, mainline gate valves, and contingency.

Name of Firm: Lexicon, Inc. d/b/a Heritage Links

Address: 10105 Louetta Rd. Suite 111

City/State/Zip: Houston, TX. 77070

Signature: 

Title: Sr. Vice President - Irrigation

Print Name: Chris Harz

Date: September 27, 2024

**ADD- Project Bonding Cost** (If required and purchased by **Owner**)

Name of Bonding Company: \_\_\_\_\_

Cost of Bonding: \$ \_\_\_\_\_



# Indian Wells Resort

Indian Wells, CA

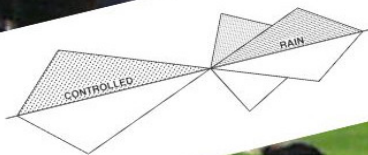
Addendum #1

## Fairway Irrigation Design

July 8, 2024

City of Indian Wells

David@FairwayDesign.com  
Mobile: 760-861-0252  
77605 Delaware Place  
Palm Desert, CA  
92211









**Pre-Qualification Bid  
QUESTIONNAIRE  
For**

**Indian Wells Golf Resort  
Players Course Renovation**



**PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION**

**Contractor will be immediately disqualified if the answer to any question 1 through 5 is "no". Disqualification for such an answer may not be appealed.**

- 1. Do you possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.  
 Yes       No
- 2. Do you have a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.  
 Yes       No
- 3. Do you have a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.  
 Yes       No
- 4. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you seek pre-qualification. The statement must be from the surety not an agent or broker.  
 Yes       No
- 5. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.  
 Yes       No

**Contractor will be immediately disqualified if the answer to any question 6 through 9 is "yes". If the answer to question 7 is "yes", and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period. A contractor disqualified solely because of a "yes" answer to 6 OR 8 may appeal the disqualification and provide an explanation for the relevant circumstances during the appeal process.**

- 6. Has your contractor's license been revoked at any time in the last five years?  
 Yes       No
- 7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?  
 Yes       No
- 8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to Labor Code section 1777.1 or section 1777.7?  
 Yes       No

Corporations

C. ~~For Firms That Are Sole Proprietorships:~~

- 18. Date of commencement of business: 1969
- 19. Tax ID number or Social security number of company owner: 71-0569150

D. For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 20. Date of commencement of joint venture: \_\_\_\_\_
- 21. Tax ID number: \_\_\_\_\_
- 22. Attach a list for each member of the joint venture that includes all relevant information, as requested above, for the type of entity.

**Part III. HISTORY OF BUSINESS**

- 23. State your firm's gross revenues for each of the last three years:  
 2021: +100M      2022: +100M      2023 +100M

- 24. How many years has your organization been in business in California as a contractor under your present business name and license number?  
 Years in Business: 22 years

- 25. Is your firm currently the debtor in a bankruptcy case?  
 Yes       No

If "yes," attach a statement that includes the case number, court (name and location), chapter under which you filed, and the date on which the petition was initially filed.

- 26. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in the answer above)  
 Yes       No

If "yes," attach a statement that includes the case number, court (name and location), chapter under which you filed, the date on which the petition was initially filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

- 27. Attach on a separate sheet of paper a list of all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm.

Class A, C51, & B - expire date 9/30/2024

48. What is your firm's OSHA Incidence Rate? [ formula for calculating the incidence rate is as follows: (total recordable injuries X 200,000) / (total number of man-hours)]

2019: 0.59  
2020: 0.68  
2021: 0.57  
2022: 0.52  
2023: 0.54

49. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

**NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

Yes       No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

50. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes       No

If "yes," attach a separate signed page describing each citation.

51. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes       No

If "yes," attach a separate signed page describing each citation.

59. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

**NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.**

Yes       No

If "yes," provide the date(s) of such findings and attach copies of the Department's final decision(s).

**PART V. RECENT CONSTRUCTION PROJECTS COMPLETED**

60. Contractor shall provide information about its six most recently completed golf course projects and its three largest completed golf course projects within the last 5 years. Names and references must be current and verifiable. Contractors will be scored ONLY on their best five past jobs. **Use separate sheets of paper that contain all of the following information:**

Project Name: See attached

Location:

Owner:

Owner Contact (name and current phone number):

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders):

Original Scheduled Completion Date:

Time Extensions Granted (number of days):

Actual Date of Completion:

61. Proposed Project Manager for current project

Name: Sergio Cadengo

Years Employed by your firm: 9 Years

Present title: Project Manager

Years in present position: 20+ Years

62. Was your current project manager employed by your firm as project manager for at least two jobs listed in question sixty?

Yes No

If "yes", attach a sheet indicating which jobs.  
If "no" attach a sheet including all of the information listed in question sixty, showing that your project manager completed at least two projects of similar magnitude and complexity in the last five years.

63. Will your project manager or a person as or more qualified be at the job at all times?

Yes No

64. Proposed Project Superintendent

Name: Pascual Torres

Years Employed by your firm: 10 Years

Present title: Construction Superintendent

Years in present position: 37 Years

65. Was your project superintendent employed by your firm as project superintendent for at least two jobs listed in question sixty?

Yes  No

If "yes", attach a sheet indicating which jobs.  
If "no" attach a sheet including all of the information listed in question sixty, showing that your project superintendent completed at least two projects of similar magnitude and complexity in the last five years.

66. Will your project superintendent or a person as or more qualified be at the job at all times?

Yes No

Project Name: Golf Club of DBI

Location: Kingston Springs, TN 37082

Owner: Golf Club of DBI, LLC

Owner Contact (name and current phone number): Jeff Huber - (615) 952-2020

Architect or Engineer Contact (name and current phone number): Hanse Golf Course Design - (610) 651-2977

Construction Manager (name and current phone number): Blake Smith - (281) 814-5439

Description of Project, Scope of Work Performed: 18-hole new golf course construction

Total Value of Construction (including change orders): \$19.8M

Original Scheduled Completion Date: 1/16/23

Time Extensions Granted (number of days): 198 days – work scope added

Actual Date of Completion: 8/1/23

Project Name: Panther National

Location: Palm Beach Gardens, FL

Owner: Panther National Golf Club, LLC

Owner Contact (name and current phone number): Steve Ehrbar - (561) 225-1763

Architect or Engineer Contact (name and current phone number): Nicklaus Design - (561) 227-0300

Construction Manager (name and current phone number): Jorge Huerta - (832) 459-8654

Description of Project, Scope of Work Performed: 18-hole new golf course construction

Total Value of Construction (including change orders): \$13.4M

Original Scheduled Completion Date: 5/31/23

Time Extensions Granted (number of days): 122 days – work scope added

Actual Date of Completion: 9/30/23



Project Name: Colonial Country Club

Location: Fort Worth, TX

Owner: Colonial Country Club

Owner Contact (name and current phone number): Rich McIntosh - (330) 241-9858

Architect or Engineer Contact (name and current phone number): Michael Kuhn & Associates, Inc. - (248) 885-8533

Construction Manager (name and current phone number): Chris Harz - (303) 944-1990

Description of Project, Scope of Work Performed: 18-hole golf course irrigation renovation

Total Value of Construction (including change orders): \$4.3M

Original Scheduled Completion Date: 11/22/2023

Time Extensions Granted (number of days): 0 days

Actual Date of Completion: 11/22/2023

Project Name: PGA Frisco East Course

Location: Frisco, TX

Owner: City of Frisco

Owner Contact (name and current phone number): Roger Meir - (502) 322-5012

Architect or Engineer Contact (name and current phone number): Hanse Golf Course Design - (610) 651-2977

Construction Manager (name and current phone number): Blake Smith - (281) 814-5439

Description of Project, Scope of Work Performed: 18-hole new golf course construction, new par 3 and putting courses; East & West Course new irrigation

Total Value of Construction (including change orders): \$31.3M

Original Scheduled Completion Date: 10/14/2020

Time Extensions Granted (number of days): 373 days – work scope added

Actual Date of Completion: 10/22/2021

Project Name: Southern Hills Country Club

Location: Tulsa, OK

Owner: Southern Hills Country Club

Owner Contact (name and current phone number): Russ Myers - (310 405-5387

Architect or Engineer Contact (name and current phone number): Hanse Golf Course Design -  
(610) 651-2977

Construction Manager (name and current phone number): Doug Wright - (832) 712-5914

Description of Project, Scope of Work Performed: 18-hole golf course renovation

Total Value of Construction (including change orders): \$3.9M

Original Scheduled Completion Date: 12/22/2018

Time Extensions Granted (number of days): 0 days

Actual Date of Completion: 12/22/2018

Project Name: Gus Wortham Golf Course

Location: Houston, TX

Owner: Houston Golf Association/ City of Houston

Owner Contact (name and current phone number): Steve Timms - (281) 454-7000

Architect or Engineer Contact (name and current phone number): Finger Dye Spann, Inc. - (713)  
806-5729

Construction Manager (name and current phone number): Mike Webb - (281) 386-9069

Description of Project, Scope of Work Performed: 18-hole golf course renovation

Total Value of Construction (including change orders): \$6.5M

Original Scheduled Completion Date: 10/9/2017

Time Extensions Granted (number of days): 60 days – work scope added

Actual Date of Completion: 12/9/2017



Travelers Bond  
10810 Executive Center Dr, Suite 400  
(501) 223-6700 (ph)  
(501) 492-5222 (fax)  
www.travelers.com

September 23, 2024

Troon Golf  
Attn: Ron Despain  
15044 N. Scottsdale Road, Ste 300  
Scottsdale, AZ 85254

Re: Contractor: Heritage Links, a division of Lexicon, Inc.  
Project: Indian Wells Golf Resort Players Course Renovation

It has been the privilege of Travelers Casualty and Surety Company of America (“Travelers”)<sup>1</sup> to provide surety bonds for Prospect Steel Company, a division of Lexicon, Inc. since 1997. During that time, they have supported bids and/or performance and payment bonds on single projects in the \$350,000,000 range with an aggregate work program in excess of \$500,000,000. It is our opinion that Heritage Links, a division of Lexicon, Inc. has demonstrated the necessary management abilities and organizational skills to support projects consistent with your building needs.

Please note that the decision to issue performance and payment bonds is a matter between Prospect Steel Company, a division of Lexicon, Inc. and Travelers, and will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason Travelers does not execute said bonds.

We appreciate having the opportunity to share with you our experience with this fine company and urge you to give them every consideration in the awarding of a contract.

Sincerely,



William M. Smith, Attorney-in-Fact  
Travelers Casualty and Surety Company of America

1 Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or greater) Department of the Treasury's Listing of Certified Companies – Underwriting Limitation b: \$231,823,000.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Alabama }
County of St. Clair }

On September 23, 2024 before me, Emily Marie Ash, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William M. Smith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Handwritten signature of Emily Marie Ash

Signature
Signature of Notary Public
My Commission Expires: January 24, 2026

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:
Capacity(ies) Claimed by Signer(s)
Signer's Name:
Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian of Conservator
Other:
Signer is Representing: Travelers Casualty and Surety Company of America







Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint WILLIAM M SMITH of BIRMINGHAM, Alabama, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

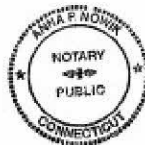
City of Hartford ss.

By: [Signature] Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



[Signature] Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of September, 2024



[Signature] Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**LEXICON, INC. AND SUBSIDIARIES**

**December 31, 2023 and 2022**

**Consolidated Financial Statement**

**With**

**Independent Auditor's Report**







**Independent Auditor's Report**

Stockholder  
Lexicon, Inc. and Subsidiaries  
Little Rock, Arkansas

**Opinion**

We have audited the consolidated balance sheet of Lexicon, Inc. and Subsidiaries as of December 31, 2023 and 2022, and the related notes ("consolidated financial statement").

In our opinion, the accompanying consolidated financial statement presents fairly, in all material respects, the financial position of Lexicon, Inc. and Subsidiaries as of December 31, 2023 and 2022, in accordance with accounting principles generally accepted in the United States of America ("GAAP").

**Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audits of the Consolidated Financial Statement section of our report. We are required to be independent of Lexicon, Inc. and Subsidiaries and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of Management for the Consolidated Financial Statement**

Management is responsible for the preparation and fair presentation of the consolidated financial statement in accordance with GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Lexicon, Inc. and Subsidiaries' ability to continue as a going concern for one year after the date the consolidated financial statement is issued.

**Auditor's Responsibilities for the Audits of the Consolidated Financial Statement**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statement.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the consolidated financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statement.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Lexicon, Inc. and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Lexicon, Inc. and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

*Frost, PLLC*

Certified Public Accountants

Little Rock, Arkansas

March 29, 2024

## LEXICON, INC. AND SUBSIDIARIES

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## Consolidated Balance Sheet

December 31, 2023 and 2022

| <u>Assets</u>                            | <u>2023</u>           | <u>2022</u>           |
|--|-----------------------|-----------------------|
| Current assets                           |                       |                       |
| Cash and cash equivalents                | \$ 42,524,053         | \$ 40,488,593         |
| Contracts receivable, net                | 194,162,422           | 164,464,308           |
| Contract assets                          | 35,422,550            | 45,200,362            |
| Inventories                              | 9,528,505             | 11,455,755            |
| Other current assets                     | <u>80,849</u>         | <u>90,757</u>         |
| Total current assets                     | <u>281,718,379</u>    | <u>261,699,775</u>    |
| Property, plant, and equipment           |                       |                       |
| Land                                     | 3,164,049             | 3,164,049             |
| Buildings                                | 27,122,242            | 27,368,724            |
| Leasehold improvements                   | 277,815               | 277,815               |
| Construction equipment                   | 92,547,767            | 89,052,219            |
| Transportation equipment                 | 7,284,004             | 6,833,531             |
| Furniture and fixtures                   | 329,639               | 422,856               |
| Construction in progress                 | <u>2,500,120</u>      | <u>-</u>              |
|  | 133,225,636           | 127,119,194           |
| Accumulated depreciation                 | <u>(80,446,240)</u>   | <u>(75,024,099)</u>   |
| Net property, plant, and equipment       | <u>52,779,396</u>     | <u>52,095,095</u>     |
| Other assets                             |                       |                       |
| Operating lease right-of-use assets, net | 929,490               | 1,810,120             |
| Deferred compensation trust assets       | 1,230,000             | 1,230,000             |
| Other                                    | <u>904,347</u>        | <u>464,787</u>        |
| Total other assets                       | <u>3,063,837</u>      | <u>3,504,907</u>      |
| Total assets                             | <u>\$ 337,561,612</u> | <u>\$ 317,299,777</u> |

The accompanying notes are an integral part of this consolidated financial statement.

## LEXICON, INC. AND SUBSIDIARIES

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## Consolidated Balance Sheet (cont.)

December 31, 2023 and 2022

|   | <u>2023</u>           | <u>2022</u>           |
|---|-----------------------|-----------------------|
| <u>Liabilities and Stockholder's Equity</u>   |                       |                       |
| Current liabilities   |                       |                       |
| Accounts payable  | \$ 25,461,239         | \$ 15,573,650         |
| Accrued expenses and other current liabilities  | 46,150,147            | 35,216,018            |
| Payable to affiliate  | -                     | 2,000,000             |
| Contract liabilities  | 69,208,441            | 28,759,589            |
| Current portion of operating lease liabilities  | 752,414               | 889,400               |
| Current maturities of long-term debt  | <u>1,173,525</u>      | <u>1,794,301</u>      |
| Total current liabilities   | <u>142,745,766</u>    | <u>84,232,958</u>     |
| Long-term liabilities   |                       |                       |
| Operating lease liabilities, less current portion   | 177,076               | 939,160               |
| Long-term debt, less current maturities   | 2,249,354             | 3,425,554             |
| Deferred compensation plan obligations  | <u>2,758,809</u>      | <u>1,819,046</u>      |
| Total long-term liabilities   | <u>5,185,239</u>      | <u>6,183,760</u>      |
| Total liabilities   | <u>147,931,005</u>    | <u>90,416,718</u>     |
| Stockholder's equity  |                       |                       |
| Common stock, no par value; authorized, 1,000 shares;<br>issued and outstanding, 100 shares | 100                   | 100                   |
| Additional paid-in capital  | 1,003,952             | 1,003,952             |
| Retained earnings   | <u>188,626,555</u>    | <u>225,879,007</u>    |
| Total stockholder's equity  | <u>189,630,607</u>    | <u>226,883,059</u>    |
| Total liabilities and stockholder's equity  | <u>\$ 337,561,612</u> | <u>\$ 317,299,777</u> |

The accompanying notes are an integral part of this consolidated financial statement.

## LEXICON, INC. AND SUBSIDIARIES

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## Notes to Consolidated Financial Statement

December 31, 2023 and 2022

1. Summary of Significant Accounting Policies

- a. **Principles of consolidation** – The accompanying consolidated financial statement includes the accounts of Lexicon, Inc., its divisions (Lexicon Industrial Contractors, Lexicon Energy Services, Heritage Links, Universal Limited, Inc., Prospect Steel, Custom Metals, and Steel Fabricators of Monroe) and its wholly-owned subsidiaries, Heritage Links International, LLC and Lexicon International, Inc (collectively, the “Company”). All significant interdivision and intercompany accounts and transactions have been eliminated.
- b. **Nature of operations** – The Company operates as a commercial construction company providing a wide range of services including fabrication of structural steel, erection of industrial facilities and the construction of golf courses. Projects are performed under fixed-price, modified fixed-price, time-and-materials, and cost-plus-fee contracts. The lengths of contracts vary but are typically less than one year. In accordance with normal practice in the construction industry, the Company includes asset and liability accounts relating to construction contracts in current assets and liabilities even when such amounts may be realizable or payable over a period in excess of one year.
- c. **Estimates** – The preparation of the consolidated financial statement in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statement. Actual results could differ from those estimates.
- d. **Revenue recognition** – The Company recognizes construction contract revenue over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer. Construction contracts are generally accounted for as a single unit of account (a single performance obligation) and are not segmented between types of services (construction management, fabrication, erection, mechanical installation, and plant maintenance.). The Company recognizes revenue using the percentage-of-completion method based primarily on contract cost incurred to date compared to total estimated contract cost. The percentage-of-completion method (an input method) is the most faithful depiction of the Company’s performance because it directly measures the value of the services transferred to the customer. Subcontractor materials, labor, and equipment are included in revenue and cost of revenue when the Company is acting as a principal rather than as an agent (i.e., the Company integrates the materials, labor, and equipment into the deliverables promised to the customer). The Company recognizes revenue, but not profit, on certain uninstalled materials that are not specifically produced, fabricated, or constructed for a project. Revenue on these uninstalled materials is recognized when the cost is incurred (when control is transferred). Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the client. Project mobilization costs are generally expensed as incurred.

## LEXICON, INC. AND SUBSIDIARIES

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## Notes to Consolidated Financial Statement

December 31, 2023 and 2022

**1. Summary of Significant Accounting Policies (cont.)**

For service contracts (including maintenance contracts) in which the Company has the right to consideration from the customer in an amount that corresponds directly with the value to the customer of the Company's performance completed to date, revenue is recognized when services are performed and contractually billable. Service contracts that include multiple performance obligations are segmented between types of services. For contracts with multiple performance obligations, the Company allocates the transaction price to each performance obligation using an estimate of the stand-alone selling price of each distinct service in the contract.

The Company's contracts could contain several types of variable consideration, including claims and unpriced change orders, award and incentive fees, and liquidated damages and penalties. The Company recognizes revenue for variable consideration when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. Factors considered in determining whether revenue associated with claims (including change orders in dispute and unapproved change orders in regard to both scope and price) should be recognized include the following: (a) the contract or other evidence provides a legal basis for the claim, (b) additional costs were caused by circumstances that were unforeseen at the contract date and not the result of deficiencies in the Company's performance, (c) claim-related costs are identifiable and considered reasonable in view of the work performed, and (d) evidence supporting the claim is objective and verifiable. If the requirements for recognizing revenue for claims or unapproved change orders are met, revenue is recorded only when the costs associated with the claims or unapproved change orders have been incurred.

The Company's timing of revenue recognition may not be consistent with its rights to bill and collect cash from its clients. Those rights are generally dependent upon advance billing terms, milestone billings based on the completion of certain phases of work or when services are performed. The Company's contracts receivable represent amounts billed to clients that have yet to be collected and represent an unconditional right to cash from its clients. Contract assets represent the amount of contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the consolidated balance sheet date. Contract liabilities represent billings as of the consolidated balance sheet date, as allowed under the terms of a contract, but not yet recognized as contract revenue pursuant to the Company's revenue recognition policy. Substantially all contract assets as of December 31, 2023 and 2022 are expected to be billed and collected within 12 months.

Recognition of revenue and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the consolidated balance sheet date, such as construction progress, material quantities, the achievement of milestones, penalty provisions, labor productivity, and cost estimates. Management continuously monitors factors that may affect the quality of their estimates.



## LEXICON, INC. AND SUBSIDIARIES

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## Notes to Consolidated Financial Statement

December 31, 2023 and 2022

1. Summary of Significant Accounting Policies (cont.)

- e. **Cash and cash equivalents** – The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.
- f. **Contracts receivable** – The Company extends credit to its customers in the ordinary course of business. Contracts receivable, including retainage, are reported net of an allowance for credit losses. This allowance is based on management’s estimate of the amount of receivables that will ultimately be collected. Accounts are written off as they are deemed uncollectible based upon a periodic review of accounts. Accounts are classified as delinquent based on contractual terms.
- g. **Inventories** – Inventories, consisting primarily of steel, are stated at the lower of cost (first-in, first-out) or net realizable value.
- h. **Property, plant, and equipment** – Property, plant, and equipment are stated at cost less accumulated depreciation. Depreciation is calculated primarily by the straight-line method based upon the estimated useful lives of the related assets. Costs of maintenance and repairs that do not improve or extend asset lives are expensed as incurred.

The estimated useful lives are as follows:

| <u>Asset Category</u>    | <u>Depreciable Life</u> |
|--------------------------|-------------------------|
| Buildings                | 30 - 40 years           |
| Leasehold improvements   | 5 - 10 years            |
| Construction equipment   | 2 - 10 years            |
| Transportation equipment | 3 - 20 years            |
| Furniture and fixtures   | 2 - 9 years             |

- i. **Leases** – The Company determines if an arrangement is a lease at inception of the arrangement and classifies it as an operating lease or finance lease, recognizing a right-of-use asset on its consolidated balance sheet. A lease liability is recorded to represent the obligation to make lease payments over the term of the lease. Operating leases are comprised primarily of leases of buildings used for office space and steel fabrication. The Company records right-of-use assets and lease liabilities based on the present value of future minimum lease payments. When the rate implicit in the lease is not readily determinable, the Company’s incremental borrowing rate is used to calculate the present value of future lease payments. These assets and liabilities are included on the Company’s accompanying consolidated balance sheet as operating lease right-of-use assets, net, current portion of operating lease liabilities, and operating lease liabilities, less current portion. Lease expense for operating leases is recognized on a straight-line basis over the lease term. The Company has elected not to recognize right-of-use assets and lease liabilities for leases with an initial term of 12 months or less.

## LEXICON, INC. AND SUBSIDIARIES

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## Notes to Consolidated Financial Statement

December 31, 2023 and 2022

1. Summary of Significant Accounting Policies (cont.)

- j. **Impairment of long-lived assets** – The Company reviews the carrying value of long-lived assets for impairment whenever triggering events or changes in circumstances indicate that the carrying amounts of any asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the asset to the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the excess of the carrying amount over the fair value of the assets. No triggering events were identified by management at December 31, 2023 or 2022.
- k. **Income taxes** – Lexicon, Inc. has elected to be taxed under Subchapter S of the Internal Revenue Code. Heritage Links International, LLC is a single member limited liability company that is wholly-owned by Lexicon, Inc. and considered a disregarded entity for income tax purposes. Accordingly, the taxable income of the Company passes through to the individual stockholder and members for income tax reporting purposes with no tax liability accruing to the Company.

The Company's policy, with respect to evaluating uncertain tax positions, is based upon whether management believes an uncertain tax position is more likely than not to be sustained upon review by the taxing authorities, then the Company shall initially and subsequently measure the uncertain tax positions as the largest amount of tax benefit that is greater than 50% likely of being realized upon settlement with a taxing authority that has full knowledge of all relevant information. The tax positions must meet the more-likely-than-not recognition threshold with consideration given to the amounts and probabilities of the outcomes that could be realized upon settlement using the facts, circumstances, and information at the reporting date. The Company will reflect only the portion of the tax benefit that will be sustained upon resolution of the position and applicable interest on the portion of the tax benefit not recognized. Based upon management's assessment, there are no uncertain tax positions expected to have a material impact on the Company's consolidated financial statement.

The Company is no longer subject to U.S. federal and state tax examinations by tax authorities for years before 2020. The Company's federal and state tax returns are not currently under examination. The Company recognizes interest and penalties related to unrecognized tax benefits in income tax expense. The Company did not recognize or have any interest or penalties accrued at December 31, 2023 or 2022.

## LEXICON, INC. AND SUBSIDIARIES

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## Notes to Consolidated Financial Statement

December 31, 2023 and 2022

2. Contracts Receivable, Net

Contracts receivable, net consist of the following:

|                             | <u>2023</u>           | <u>2022</u>           | <u>2021</u>           |
|-----------------------------|-----------------------|-----------------------|-----------------------|
| Contract billings           | \$ 147,913,495        | \$ 131,877,884        | \$ 117,226,014        |
| Retainage                   | <u>49,205,714</u>     | <u>35,088,926</u>     | <u>45,980,381</u>     |
|                             | 197,119,209           | 166,966,810           | 163,206,395           |
| Allowance for credit losses | <u>(2,956,787)</u>    | <u>(2,502,502)</u>    | <u>(2,448,096)</u>    |
| Contracts receivable, net   | <u>\$ 194,162,422</u> | <u>\$ 164,464,308</u> | <u>\$ 160,758,299</u> |

The Company follows the practice of filing statutory liens on all construction projects where collection problems are anticipated. These liens serve as collateral for contracts receivable subject to the laws of the state where the project is located.

Contract retentions represent amounts invoiced to clients where payments have been withheld from progress payments until the contracted work has been completed and approved by the client. These retention agreements vary from project to project and could be outstanding in excess of a year.

3. Costs, Billings, and Estimated Earnings on Uncompleted Contracts

The status of jobs in progress is as follows:

|  | <u>2023</u>            | <u>2022</u>            | <u>2021</u>            |
|--|------------------------|------------------------|------------------------|
| Costs incurred on<br>uncompleted contracts | \$ 1,416,513,757       | \$ 1,142,408,776       | \$ 1,172,444,229       |
| Estimated earnings                         | <u>314,433,481</u>     | <u>190,437,472</u>     | <u>209,521,299</u>     |
|  | 1,730,947,238          | 1,332,846,248          | 1,381,965,528          |
| Billings to date                           | <u>(1,764,733,129)</u> | <u>(1,316,405,475)</u> | <u>(1,354,306,133)</u> |
|  | <u>\$ (33,785,891)</u> | <u>\$ 16,440,773</u>   | <u>\$ 27,659,395</u>   |

These balances are included on the accompanying consolidated balance sheet under the following captions.

|                      | <u>2023</u>            | <u>2022</u>          | <u>2021</u>          |
|----------------------|------------------------|----------------------|----------------------|
| Contract assets      | \$ 35,422,550          | \$ 45,200,362        | \$ 45,769,663        |
| Contract liabilities | <u>(69,208,441)</u>    | <u>(28,759,589)</u>  | <u>(18,110,268)</u>  |
|                      | <u>\$ (33,785,891)</u> | <u>\$ 16,440,773</u> | <u>\$ 27,659,395</u> |

## LEXICON, INC. AND SUBSIDIARIES

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## Notes to Consolidated Financial Statement

December 31, 2023 and 2022

4. Long-Term Debt

Long-term debt consists of the following:

|  | <u>2023</u>         | <u>2022</u>         |
|--|---------------------|---------------------|
| Note payable to a financial institution; monthly payments of \$62,942, including interest at 2.53%, through November 2026; secured by equipment. | \$ 2,122,976        | \$ 2,816,740        |
| Note payable to a financial institution; monthly payments of \$40,616, including interest at 2.15%, through October 2026; secured by equipment.  | 1,299,903           | 1,754,988           |
| Note payable to an equipment supplier; quarterly principal payments of \$107,163, including interest at 5.59%. Note paid in full during 2023.    | -                   | 428,652             |
| Note payable to individuals; monthly payments of \$22,454, including interest at 5.00%. Note paid in full during 2023.                           | -                   | 219,475             |
|  | <u>3,422,879</u>    | <u>5,219,855</u>    |
| Less current maturities  | <u>1,173,525</u>    | <u>1,794,301</u>    |
| Long-term debt, less current maturities  | <u>\$ 2,249,354</u> | <u>\$ 3,425,554</u> |

Annual aggregate maturities of long-term debt are as follows:

|      |                     |
|------|---------------------|
| 2024 | \$ 1,173,525        |
| 2025 | 1,201,983           |
| 2026 | <u>1,047,371</u>    |
|      | <u>\$ 3,422,879</u> |

## LEXICON, INC. AND SUBSIDIARIES

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## Notes to Consolidated Financial Statement

December 31, 2023 and 2022

5. Leases

Future annual payments under operating lease obligations are as follows:

|            | Operating<br>Lease<br><u>Liabilities</u> | Imputed<br><u>Interest</u> | Operating<br>Lease<br><u>Payments</u> |
|------------|--|----------------------------|---------------------------------------|
| 2024       | \$ 752,414                               | \$ 12,384                  | \$ 764,798                            |
| 2025       | 65,504                                   | 3,350                      | 68,854                                |
| 2026       | 67,634                                   | 1,969                      | 69,603                                |
| 2027       | 13,705                                   | 1,038                      | 14,743                                |
| 2028       | 9,871                                    | 629                        | 10,500                                |
| Thereafter | <u>20,362</u>                            | <u>637</u>                 | <u>20,999</u>                         |
|            | <u>\$ 929,490</u>                        | <u>\$ 20,007</u>           | <u>\$ 949,497</u>                     |

6. Acquisition

The Company acquired the assets, liabilities, and business operations of Universal Limited, Inc. The following table summarizes the consideration paid and the allocations recorded for the assets acquired and liabilities assumed as of the closing date of July 3, 2022:

|                             |                     |
|-----------------------------|---------------------|
| Assets                      |                     |
| Contracts receivable, net   | \$ 3,163,418        |
| Contract assets             | 473,692             |
| Inventories                 | 34,474              |
| Other current assets        | 20,364              |
| Property and equipment      | 1,773,855           |
| Other assets                | <u>201,500</u>      |
| Total assets                | <u>5,667,303</u>    |
| Liabilities                 |                     |
| Accounts payable            | (52,296)            |
| Other current liabilities   | (4,903)             |
| Contract liabilities        | <u>(1,272,124)</u>  |
| Total liabilities           | <u>(1,329,323)</u>  |
| Purchase price paid in cash | <u>\$ 4,337,980</u> |

## LEXICON, INC. AND SUBSIDIARIES

12

## Notes to Consolidated Financial Statement

December 31, 2023 and 2022

7. Commitments and Contingencies

- a. The Company is involved in various claims and litigation incidental to its construction business. Although the outcome of the matters cannot be determined with certainty, management continually evaluates its position and records an estimated liability for claims and litigation related costs when reasonable estimates can be made. Estimated liabilities of \$10,174,000 and \$8,763,000 are included in accrued expenses and other current liabilities on the accompanying consolidated balance sheet as of December 31, 2023 and 2022, respectively. Adjustments to those liabilities may be required due to changes in the Company's assumptions, the effectiveness of legal strategies or other factors beyond the Company's control. Future results of operations may be materially affected by the creation of or changes to such liabilities.
- b. The Company has a 401(k) retirement plan covering all employees meeting certain eligibility requirements.
- c. The Company adopted a nonqualified deferred compensation plan for certain members of management. Contributions may be made annually at the discretion of the Company. Participants may not make deferrals. Participants become fully vested in their accrued benefit after five years of service. Distributions will be made upon the earliest of the participant's death, disability, separation from service or the date each class year becomes 100% vested. Deferred compensation trust assets represent investments to be used to fund nonqualified deferred compensation obligations. These investments consist of equity securities, bond funds, exchange traded funds, and other marketable securities, which are recorded at fair value based on quoted market prices. The following activity occurred in the nonqualified deferred compensation plan:

|  | <u>2023</u>         | <u>2022</u>       |
|--|---------------------|-------------------|
| Beginning balance - deferred compensation plan obligations | \$ 589,046          | \$ 515,000        |
| Compensation expense                                       | <u>2,169,763</u>    | <u>1,304,046</u>  |
| Total deferred compensation plan obligations               | 2,758,809           | 1,819,046         |
| Deferred compensation trust assets                         | <u>1,230,000</u>    | <u>1,230,000</u>  |
| Net deferred compensation plan obligations                 | <u>\$ 1,528,809</u> | <u>\$ 589,046</u> |

- d. At December 31, 2023, standby letters of credit of \$263,500 have been issued under agreements that expire in April 2024. The standby letters of credit are being maintained as security for coverage on the Company's workers' compensation deductible for insurance policies prior to June 1, 2012.
- e. The parent company maintains a secured revolving credit facility that allows for borrowings up to \$200,000,000 for the years ended December 31, 2023 and 2022, based on meeting certain financial covenants. Additional advances available under the revolving credit facility were approximately \$200,000,000 and \$120,000,000 at December 31, 2023 and 2022, respectively. The Company is included in the loan agreement as a guarantor and has executed an unconditional guaranty of payment. Outstanding borrowings on the revolving credit facility were \$0 and \$80,000,000 at December 31, 2023 and 2022, respectively.



## LEXICON, INC. AND SUBSIDIARIES

13

## Notes to Consolidated Financial Statement

December 31, 2023 and 2022

7. Commitments and Contingencies (cont.)

- f. The Company has entered into guarantee arrangements on contracts in the ordinary course of business. The guarantee period is generally one year. Management believes the work, as performed, will not require costs in excess of amounts accrued.

8. Fair Value

Fair value measurements and related disclosures are based on a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into the following three broad levels.

- **Level I** – Inputs are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.
- **Level II** – Inputs (other than quoted prices included in Level I) that are either directly or indirectly observable for the asset or liability through correlation with market data at the measurement date and for the duration of the instrument’s anticipated life.
- **Level III** – Unobservable inputs that reflect management’s best estimate of what market participants would use in pricing the asset or liability at the measurement date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs to the model.

The following table sets forth the Company’s financial assets that are accounted for at fair value on a recurring basis:

|                                    | <u>Level I</u>      | <u>Total</u>        |
|------------------------------------|---------------------|---------------------|
| <u>December 31, 2023</u>           |                     |                     |
| Assets                             |                     |                     |
| Deferred compensation trust assets | <u>\$ 1,230,000</u> | <u>\$ 1,230,000</u> |
| <u>December 31, 2022</u>           |                     |                     |
| Assets                             |                     |                     |
| Deferred compensation trust assets | <u>\$ 1,230,000</u> | <u>\$ 1,230,000</u> |

## LEXICON, INC. AND SUBSIDIARIES

14

## Notes to Consolidated Financial Statement

December 31, 2023 and 2022

9. Major Customers

The Company had contract revenue from various major customers for the years ended December 31, 2023 and 2022. Because each project is awarded independently from other projects, management does not believe any issues that may arise with the completion of a contractual arrangement with any major customer will have a material adverse effect on the Company. Major customers are as follows:

|            | 2023  |  | 2022  |  |
|------------|---|--|---|--|
|            | Percentage of Consolidated Contract Revenue | Percentage of Consolidated Contracts Receivable, Net | Percentage of Consolidated Contract Revenue | Percentage of Consolidated Contracts Receivable, Net |
| Customer A | 19%   | 34%  | 0%  | 0%   |
| Customer B | 17%   | 12%  | 0%  | 0%   |
| Customer C | 15%   | 9%   | 5%  | 14%  |
| Customer D | 9%  | 8%   | 20%   | 21%  |
| Customer E | 0%  | 0%   | 18%   | 5%   |
| Customer F | 0%  | 0%   | 15%   | 6%   |

10. Concentrations of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of contracts receivable with a variety of customers, cash investments, and other short-term investments deposited with financial institutions. The Company generally does not require collateral from its customers other than the statutory liens. Such credit risk is considered by management to be limited due to the financial resources of the Company's customer base.

At December 31, 2023 and 2022 and at various times throughout these years, the Company maintained cash balances with a financial institution in excess of the federal deposit insurance limit. Management believes that the risk associated with these uninsured deposits is mitigated by the financial strength of the financial institutions with which the deposits are maintained.

11. Subsequent Events Evaluation Date

The Company evaluated the events and transactions subsequent to its December 31, 2023 consolidated balance sheet date and determined there were no significant events to report through March 29, 2024, which is the date the Company issued its consolidated financial statement.



## INDIAN WELLS RESORT PLAYERS COURSE

### PROPOSAL CLARIFICATIONS

- a. Forthcoming contract between the Owner and the contractor shall be based on mutually acceptable terms and conditions. The contractor has reviewed and included the A104 proposed revisions for review. In addition, all plans and specifications shall be mutually agreed upon by the contractor and the Owner. Following receipt of same, the contractor will review and provide comments to the Owner provided response. Any terms in the plans and specifications which conflict with or expand the terms of the agreed-upon contract shall be omitted and/or revised as appropriate.
- b. Proposal assumes a construction schedule with a commencement date of March 10, 2025, and a completion date of September 1, 2025.
- c. We have submitted this proposal with the intentions of non-interrupted work and no delays outside of the Contractor's control. Owner responsible for any delays caused by City Inspectors, Permits, and/or other Contractors directly working for Owner.
- d. All construction water and electricity, including all connections required for the renovation work will be furnished by the Owner.
- e. The contractor has not included in the proposal costs for builder's risk insurances that covers any natural disaster such as hurricanes, tropical storms, or other named events. The proposal does not include any of the costs associated with clean-up of the site associated with these events. The Contractor requests the Owner provide builders risk insurance covering any named storms including the deductible.
- f. All permits, fees, inspections, approvals, and testing shall be provided by the Owner. The contractor has not included any costs associated with providing a Storm Water Pollution Prevention Plan and or any filing fees required for the Notice of Intent to discharge storm water from the construction site.
- g. The contractor assumes the allowance of \$ 150,000.00 per the bid form provided, includes a 10% contractor fee. The contractor requests that Owner provide an engineered erosion control plan prior to the start of construction. If this erosion control plan includes additional measures outside of the unit prices provided, (i.e., sandbags, rock check dams, concrete washout(s), etc.) required for compliance with local, state, or federal laws, the contractor shall be compensated for these additional measures.
- h. Contractor has included applicable sales tax on materials, equipment rental, tools, and consumables, etc. No additional services taxes of any kind have been included.

- i. Prevailing Wages – The proposal is based on the Shapers being classified as Operator Engineers. All other operators are classified as Landscape Operator Engineers. The proposal assumes all labor to be classified and follows the requirement of the Journeymen and Tenders per the instructions of the Landscape Irrigation Laborer classification sheet.
- j. Access to the site must be unrestricted and without limitation. The contractor assumes that all 18 holes of golf will be closed for play and will have full access to the entire site in order to maintain the construction schedule.
- k. This proposal is based on the scope of work and quantities defined by the Contractor’s submitted bid form. No earthwork cut and fill analysis and or area measurement quantity verifications were performed. Any work above and beyond this scope and not explicitly listed on the bid form is not included in this proposal.
- l. The proposal includes an in-house Surveyor for the survey and layout of the golf features only. Owner to provide the property lines and all benchmarks. No Certified Surveyor costs are included.
- m. Contractor will contact 811 Dig Alert prior to starting construction activities to have all known public utilities marked on the property. The contractor shall not be responsible for damage to any public utilities that are not marked by 811 Dig Alert or private utilities that are not marked by the Owner.
- n. The proposal assumes the existing grass will be completely eradicated prior to the commencement of work. The proposal is based on Owner completing 3 applications of herbicide.
- o. The proposal does not include any existing tree root removal or excavation that might occur during the turf removal.
- p. The proposal assumes all material generated during the demolition process to be buried on-site. We have included the off-site disposal of all drainpipe and existing bunker liner.
- q. Concrete Cart Path Demo – The price assumes no re-bar or wire mesh in existing concrete cart path and is based on a 4” depth.
- r. Earthwork – The proposal assumes the 115,130 CY of material to be moved, to be an on-site balance with no engineered fill included. No import or export of any material is included.
- s. The proposal assumes the purchase of the 90:10 Dakota Peat Greensmix, USGA Gravel, and Bunker Sand to be from West Coast Sand and Gravel.
- t. Drainage – The proposal is based on 3’ of on-site soil cover, over the top of the outside diameter for each size pipe.
- u. The proposal assumes that the existing materials will be suitable for all backfilling of trenches, no bedding material is included.

- v. New Greens Construction – The proposal includes the layout of the greens surface, by utilizing the GreenScan method.
- w. Existing Greens – The proposal is based on a 10’ grid layout of the greens surface.
- x. Tee Construction – The proposal assumes the Tees to be a push-up native soil build. The price does not include installation of any sand cap and assumes the Laser Leveling of the native soil.
- y. The price for the new greens and the bunker renovation includes the demolition of the existing greens and bunkers.
- z. The proposal assumes all sod and sprigs purchase / installation from Evergreen Turf, Inc.
- aa. The contractor assumes no maintenance or grow-in responsibilities to the golf course once it has been planted.
- bb. We will utilize the existing cart path system for travel around the course. No cost is included outside the quantities depicted in the bid form for any concrete cart path or asphalt parking area repairs. Where necessary, turf areas will be protected from damage with plywood.
- cc. Due to the constantly fluctuating cost of goods and services, proposal pricing is valid for 30 days. Any cost increases for materials, machinery (including fuel), housing (subject to availability) or subcontractors between the bid date and contract date shall be incorporated into the final schedule of values prior to contract execution.
- dd. The contractor has not included any rock excavation, trenching, plowing, hauling, or removal of any kind. In the event rock is encountered in any form, the contractor shall stop work and promptly notify the Owner to determine how to proceed. Any work associated with rock excavation, trenching, hauling, removal, or disposal shall be an additional cost and the contractor will need to be compensated with additional time for the installation. Rock excavation slows down the installation process considerably.
- ee. The contractor shall have no responsibilities once finish work has been completed for any area regardless of size or location (other than issues of workmanship that would be considered punch list or warranty items). Owner shall be responsible for protecting all areas after grassing, installation and maintenance of erosion control measures to protect those areas which is above and beyond the erosion control plan, and repair of any erosion or contamination occurring after grassing.
- ff. The contractor is not responsible for any subcontractor, contracted directly with the Owner and or their schedules. Any delays and or costs incurred by the contractor that were caused by the Owner’s subcontractors and or representatives, to be fully compensated and equitable adjustments to the contractor’s schedule will be assumed.
- gg. The proposal includes a water truck for a duration of 4-months. The proposal does not include any implementation of the PM-10 Fugitive Air Quality Dust Control.

- hh. Fire Road – The price is based on the spec sheet provided and assumes an exposed aggregate finish.
- ii. The proposal does not include any landscaping installation or existing plant relocation. The price assumes that any Landscaping is by others.

#### **IRRIGATION:**

1. Installation of the grounding equipment for the irrigation system is as recommended by the designer in the plan details. If additional equipment is required to meet the recommended ohms resistance range, this can be done by the contractor on a time and materials basis to the Owner.
2. The proposal does not consider any electrical permits, inspections, or a licensed electrician for any work in the installation of the sprinkler system 24 or 120/240 volt wiring in the field and if required would be the responsibility of the Owner.
3. All spoils from irrigation system trenching will be disposed in an area close to the golf hole being worked on. Haul-off of any demolition debris is not included.
4. The proposal assumes all irrigation pipe will be backfilled with native soil from trench excavation. No import of material for pipe bedding or backfill is included in the proposal.
5. All efforts will be made by the contractor to not excavate under tree canopies. In areas where this is not possible, the contractor shall not be held responsible for the health of the existing tree being disturbed.
6. The proposal does not include the removal or replacement of any existing or new plant material including trees, bushes, plants or any other vegetation. If required, the work is to be determined based on-site conditions.
7. The proposal does not include any directional bores.
8. The proposal does not include any work at the existing pump station except for electrical connections for power wire to be run to field satellites.
9. The proposal does not include the purchase or installation of a new weather station.
10. The proposal does not include power conditioners.
11. The proposal considers valve boxes to be by the respective system manufacturer, Rain Bird.
12. The proposal considers Rain Bird swing joints for valve-in-head rotors to be #SJ1212543SS standard-top outlet swing joints.

13. The proposal considers all power wire being run to field satellites to be Paige P7267D #6 AWG tray cable, per electrical irrigation legend.
14. The proposal considers the replacement of mainline gate valves and sub-isolation valves in the existing golf course as outlined in Sheet IA-1 of Addendum #1. Total replacement of three 8” and one 12” mainline gate valves and twenty sub-isolation valves.
15. The proposal considers the replacement of the following irrigation equipment around the existing greens loops for holes, 1-5, 8, & 13-16. Removal and installation of 114 Rain Bird 752-E valve-in-head golf rotors, 20 Rain Bird 5RC quick coupling valves, 5 Rain Bird 100-EFB-CP-R-PRS electric control valves, 28 Rain Bird 5004+ block rotors, and 10 Rain Bird 1806-SAM-PRS spray heads. Irrigation equipment will be installed on existing irrigation pipes and connected to existing communication wires.
16. Per remodel design drawing note on Sheet IR-10, “All the irrigation equipment that is lighter grayscale is irrigation to remain and not in scope of work.” Exception to this note is the irrigation equipment around the existing greens loops for holes, 1-5, 8, & 13-16 mentioned in clarification #15 and valves cited in clarification #14.
17. The proposal provided considers the contractor is selected to do both the irrigation system installation and golf course construction renovation.
18. Heritage Links proposal to the club is based on David Yoshimura’s golf course irrigation specifications with a revision date of September 5, 2024, and irrigation plans dated June 20, 2024, with revision to electrical plans a & b dated June 28, 2024.



# SERGIO CADENGO

## HERITAGE LINKS

### PROFESSIONAL EXPERIENCE

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|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <p>2015 -Present<br/><i>Project Manager</i></p>                           | <p>Heritage Links</p>            | <p>Houston, TX</p>       |
| <p>2012 -2015<br/><i>Project Manager</i></p>                              | <p>O&amp;J Golf Construction</p> | <p>Moreno Valley, CA</p> |
| <p>2004 -2012<br/><i>Construction Superintendent / GPS Technician</i></p> | <p>Ranger Golf Construction</p>  | <p>Temecula, CA</p>      |

### SELECTED PROJECT LIST

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*Project List:*

*Pelican Hill Golf Club – Newport Beach, CA Tom Fazio*

*Rams Hill Golf Club – Borrego Springs, CA Tom Fazio*

*Corales Golf Club – Punta Cana, DR Tom Fazio*

*Hard Rock Golf Club – Punta Cana, DR Jack Nicklaus*

*Puerto Cancun Golf Club – Cancun, MX Tom Weiskopf*

*Grand Coral Golf Club – Cancun, MX Nick Price*

*SilverRock Golf Course – La Quinta, CA Arnold Palmer*

*Ak-Chin Southern Dunes Golf Club, Maricopa, AZ Fred Couples*

*Desert Mountain Golf Club, Scottsdale, AZ Jack Nicklaus*

*Blessings Golf Club, Fayetteville, AR Robert Trent Jones Jr*

*Dove Canyon Golf Club, Rancho Sta Margarita, CA Jack Nicklaus*

*Talking Stick Golf Course, Scottsdale, AZ Ben Crenshaw & Bill Coore*

*Paiute Golf Course, Las Vegas, NV Pete Dye*

*Metro West Golf Course, Orlando, FL Robert Trent Jones Sr*

*Whisper Rock Golf Club, Scottsdale, AZ Tom Fazio*

*Phoenician Golf Club, Scottsdale, AZ Phil Smith*

*Pine Canyon, Flagstaff, AZ Jay Morrish*

*The Quarry at La Quinta, La Quinta, CA Tom Fazio*

*Troon North, Scottsdale, AZ Tom Weiskopf*

*Troon Country Club, Scottsdale, AZ Jay Morrish*

*Saticoy Club, Ventura, CA William F Bell*

*Roosevelt Golf Course, Los Angeles, CA Forest Richardson*

*Classic Club, Palm Desert, CA Arnold Palmer*

**SERGIO CADENGO**  
**HERITAGE LINKS**

*Project List: (continued)*

*Bali Hai, Las Vegas, NV Lee Schmidt & Brian Curley*

*PGA West, La Quinta, CA Greg Norman, Jack Nicklaus, Arnold Palmer*

*Lake Merced, Daly City, CA Gil Hanse*

*The Summit, Las Vegas, NV Tom Fazio*

*Coronado Golf Course, El Paso, TX Bill Bergin*

*North Shore Preserve Golf Club, Princeville, HI Dennis Wise*

*Poipu Bay Golf Course, Kaola, HI Robert Trent Jones Jr*

*Princeville Makai Golf Course, Princeville, HI Robert Trent Jones Jr*

# PASCUAL TORRES HERITAGE LINKS

## PROFESSIONAL EXPERIENCE

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|  |   |                                 |
|--|---|---------------------------------|
| <p><b>2014 -Present</b><br/><i>Construction Superintendent</i></p> <ul style="list-style-type: none"> <li>• As Construction Superintendent for Heritage Links, Pascual is responsible for the supervision of all phases of golf course, and sports field construction, including equipment maintenance and repair, bidding, budget tracking, asbuilts, and quality control.</li> </ul> | <p><b>Heritage Links</b></p>            | <p><b>Houston, TX</b></p>       |
| <p><b>2012 -2014</b><br/><i>Construction Superintendent</i></p>  | <p><b>O&amp;J Golf Construction</b></p> | <p><b>Moreno Valley, CA</b></p> |
| <p><b>1999-2012</b><br/><i>Construction Superintendent</i></p>   | <p><b>Weitz Golf, Int.</b></p>          | <p><b>Des Moines, IA</b></p>    |
| <p><b>1987-1999</b><br/><i>Construction Superintendent</i></p>   | <p><b>Fairway Construction</b></p>      | <p><b>Temecula, CA</b></p>      |

## SELECTED PROJECT LIST

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***Project List – Partial***

|                      |                |                          |                   |
|----------------------|----------------|--------------------------|-------------------|
| Park Hyatt Aviara GC | Carlsbad, CA   | Golf Course Renovation   | Palmer Design     |
| May River Golf Club  | Bluffton, SC   | Bunker Renovation        | Nicklaus Design   |
| Mossy Oak Golf Club  | West Point, MS | New Construction         | Hanse Golf Design |
| The Cape Club        | Cape Cod, MA   | Complete Renovation      | Troon Golf        |
| Desert Mountain      | Scottsdale, AZ | Renovations on 6 Courses | Nicklaus Design   |
| Capital Canyon GC    | Prescott, AZ   | Features Renovation      | Weiskopf Design   |
| Hokuala Golf Club    | Lihue, Hawaii  | Features Renovation      | Nicklaus Design   |
| American Lakes       | Tacoma, WA     | New Construction         | Nicklaus Design   |

# ROBERTO TELLO HERITAGE LINKS

**PROFESSIONAL EXPERIENCE**

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|   |                       |                    |
|---|-----------------------|--------------------|
| <b>2014 -Present</b>  | <b>Heritage Links</b> | <b>Houston, TX</b> |
| <i>Construction Features Foreman</i>  |                       |                    |
| <ul style="list-style-type: none"> <li>• 20 plus years experience in all phases of golf course construction.</li> <li>• Responsible for the supervision of the features construction crew ie, Greens Construction (USGA and California Specs, Bunker Construction (experienced in all bunker liner installation) and Tee Construction.</li> </ul> |                       |                    |

**SELECTED PROJECT LIST**

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| <i><b>Project List</b></i>         | <i><b>Architect</b></i>         | <i><b>Location</b></i> |
|------------------------------------|---------------------------------|------------------------|
| Desert Mountain, Chiricahua Course | Nicklaus Design                 | Scottsdale, AZ         |
| Southern Hills Country Club        | Hanse Golf Design               | Tulsa, OK              |
| La Cantera Resort Course           | Tom Weiskopf Designs            | San Antonio, TX        |
| Desert Mountain – Renegade         | Nicklaus Design                 | Scottsdale, AZ         |
| Troon North Golf Club              | Troon Golf                      | Scottsdale, AZ         |
| Castlewood Country Club            | N/A                             | Pleasanton, CA         |
| Capital Canyon Club                | Tom Weiskopf Designs            | Prescott, AZ           |
| The Phoenician Golf Club           | Forrest Richardson & Associates | Scottsdale, AZ         |
| Whirlwind Golf Club                | N/A                             | Chandler, AZ           |
| Whisper Rock Golf Club             | N/A                             | Scottsdale, AZ         |



# PRODUCT SPECIFICATIONS - EVALITH® GEOTEXTILE

### 1.0 DESCRIPTION

IVI-GOLF offers the Johns Manville geotextile known as Evalith® 013/140 for golf course construction. Commonly known in the industry as “GEO-JM Fabric”, Evalith® 013/140 is a high-quality geotextile designed for use in golf course bunkers as a barrier between bunker sand and the underlying substrate.

Evalith® 013 continuous filament polyester nonwovens, manufactured using Spunbond technology, are needle-punched for mechanical integrity.

### 2.0 PROPERTIES

| Physical Property   | Value              |
|---|--------------------|
| Color   | White              |
| Weight - oz ft <sup>2</sup> / g m <sup>2</sup>                                  | 4.2 / 142          |
| Thickness - mils / mm   | 70.1 / 1.78        |
| Fiber Type  | Nonwoven Polyester |
| Binder  | n/a                |
| Area Per Roll - ft <sup>2</sup> / m <sup>2</sup> 15.5' x 400' (4.72m x 121.92m) | 6,200 (576)        |

### 3.0 USE

Evalith® 013/140 is used for golf course bunkers on the bases of the bunker only in order to combat sand contamination. It is used along the bunker bases and carries into bunker drainage. It can be used in hybrid configurations with our popular Sandtrapper Bunker Liner products.

### 4.0 CONSTRUCTION

Evalith® 013/140 is a needle-punched spunbond polyester nonwoven.

### 5.0 GREEN INITIATIVE

Manufacturing plants operate under EPA approved Clean Air Permit.

### 6.0 PRODUCT CARE

To prolong the life of the Evalith® 013/140 material, it is recommended that the product be stored indoors.

| Physical Property                       | Value      |
|---|------------|
| Tensile MD (lbs ft <sup>2</sup> / daN)  | 150.8 / 67 |
| Tensile CMD (lbs ft <sup>2</sup> / daN) | 126.0 / 56 |
| Tear MD (lbs ft <sup>2</sup> / daN)     | 54.0 / 24  |
| Tear CMD (lbs ft <sup>2</sup> / daN)    | 49.5 / 22  |
| Elongation % MD                         | 75         |





# CapillaryConcrete



## BUNKER SPECIFICATION & INSTALLATION INSTRUCTIONS

### Capillary Concrete Installer

For added protection and peace of mind, Capillary Concrete offers a 10-year Performance Guarantee and in order to take part, the following conditions must be fulfilled: This document must be read carefully and all instructions followed to the point during the installation of Capillary Concrete. All fields requiring signatures below must be completed and the first page of this document returned to Capillary Concrete before installation commences. One representative for the Golf Course / Owner must be appointed to supervise installation and final test of the bunker before approved for sand installation.

**Final Test Procedure:**

1. After the Capillary Concrete has been allowed to cure for at least 24 hours (48 hours if conditions are wet and/or cold) and it has been cleaned according to the instructions, carefully check that the surface is smooth and that there are no areas anywhere in the bunker where the material is loose in any way.
2. Using a hose, go over the entire bunker floor and apply water at a rate comparable to a garden hose.
3. Make sure the entire surface drains perfectly and that there is no standing water a few minutes after application. Sand will not be added to the bunkers until the golf course owner’s representative confirms the above-mentioned tests were completed and successful.

### Golf Course Owner’s Representative

Name:

Club Name:

Club Address:

Email Address & Phone Number:

Signature and Date:

**Extra charges and fees may apply in the following situations:**  
 Capillary Concrete trucks of less than 9 CY are ordered • Excessive unloading time greater than 90 minutes • Weekend / Holiday plant opening fees (please inquire about cost before ordering) • Night pours (6pm – 2am)  
 • Expedited shipping (need 5 business days’ notice of delivery)

After completing the requested information, please do one of the following:

Sign, scan to PDF-file, and send to [hunter.smith@capillaryconcrete.com](mailto:hunter.smith@capillaryconcrete.com)

Sign and mail to Capillary Concrete, 610 Sycamore Street, Suite 305, Celebration, FL 34747

## Bunker Specifications

Capillary Concrete is a patented product to build sports ground profiles. Here we will cover the use and method to line and protect golf bunkers. Capillary Concrete, is a specially formulated mixture of acceptably sized aggregate, various proprietary additives and water that comes pre-mixed, delivered in a concrete truck. The product is a homogenously blended mixture that is poured from the mixer into heavy-duty utility vehicles, transported to the bunker, and placed inside the bunker at a minimum depth of 2 inches (50mm). The surface of the product is compacted with a roller and covered in plastic for a minimum of 24 hours to allow for adequate curing and until sand is placed on top of the product. The result is a strong, homogenous, and uniformly-bonded bunker liner base that allows for rapid drainage of any rain-storm and also reduces wash-outs and/or contamination of bunker sand.

### Pre-Construction Planning

Prior to installation of Capillary Concrete, the Contractor, Owners Representative, or Superintendent shall confirm that the perimeter area around the bunker does not channel excessive water into the bunker area, that the bunker subgrade is positively pitched, stable under foot, smooth, compacted, free of debris, and meets the Architect's design specifications. It must also be ensured that all bunker trenches have been excavated and constructed to specifications; and that drainage pipes and bedding gravel (table 1) have been installed to the Architect's drainage specifications as dictated by site conditions.

At the lowest point of the bunker subgrade, a 2" x 2" wood frame at least 4 feet long and as wide as the trench must be placed prior to installing the Capillary Concrete. If the bunker floor is large and flat, several frames must be placed to ensure that any point of the bunker floor which is less than 6 inches above the lowest point is located no more than 6 feet away from a frame which will create the drain Vaults filled with bunker sand, see page 3. This is to ensure the sand depth at the lowest points of the bunker is always enough to keep the sand dry at the surface.

### Capillary Bunkers Wash Box

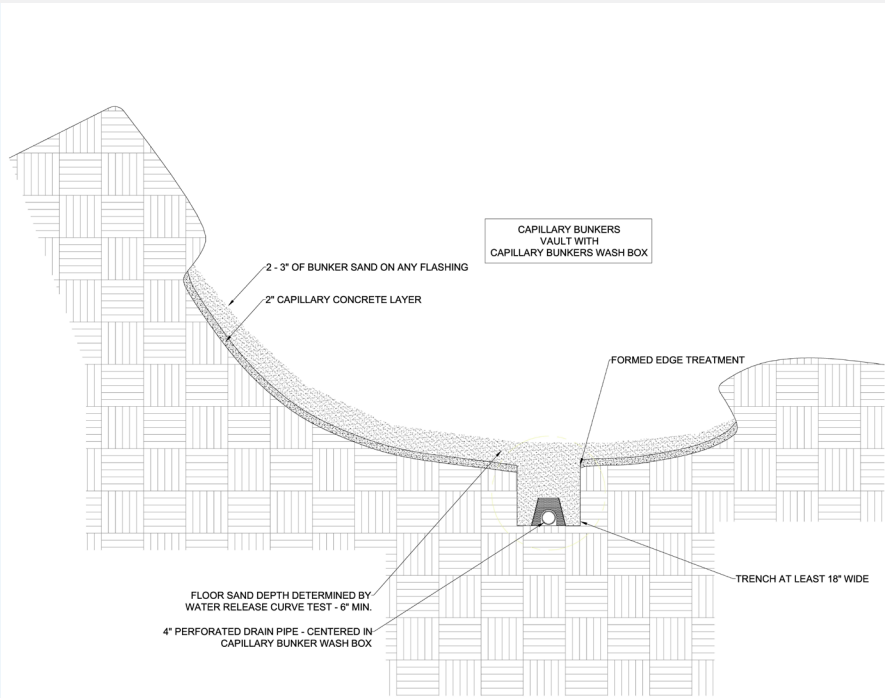
The Capillary Wash Box is an optional, complementary product, to Capillary Bunkers. If the Capillary Wash Box is installed, it is placed in the Vault, on top of the drain line, before sand or Capillary Concrete is installed. This Patent Pending box is placed in the low point of the bunker, on the drain line, to allow for the bunker sand to be washed clean should there ever be any contamination from outside of the bunker (soil, dust, grass etc.).



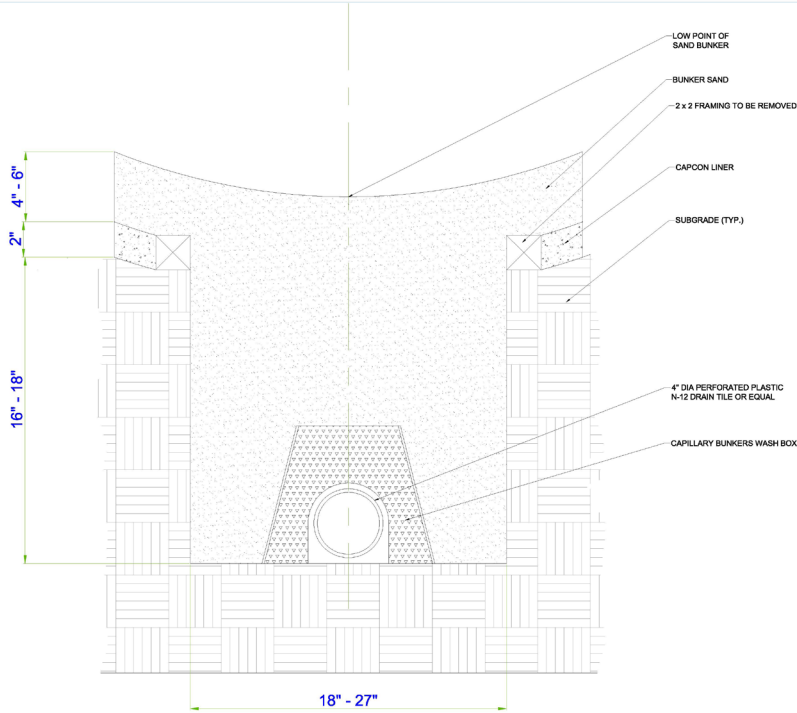
***It is recommended that a tracer wire be installed in all drainage trenches. The drainage pipe must be flushed with plenty of water to ensure proper function prior to installation of Capillary Concrete in the bunker.***



# Bunker Specifications



|  |                |      |
|--|----------------|------|
|  |                |      |
| PROJECT  |                |      |
| DESCRIPTION<br>CAPILLARY CONCRETE VAULT<br>TYPICAL CONSTRUCTION DETAIL |                |      |
| DRAWN BY   | CHECKED BY     | DATE |
| SIZE<br>A3   | PROJECT NUMBER |      |
| DRAWING NUMBER<br>2020-075-05  | REV            |      |



|   |                |      |
|---|----------------|------|
|   |                |      |
| PROJECT   |                |      |
| DESCRIPTION<br>CAPILLARY CONCRETE VAULT<br>PROFILE VIEW |                |      |
| DRAWN BY  | CHECKED BY     | DATE |
| SIZE<br>A3  | PROJECT NUMBER |      |
| DRAWING NUMBER<br>2020-075-04                           | REV            |      |

# Bunker Specifications

Table 1. Gravel Performance Factors for Drainage in Trenches

|                     |                                |     |
|---------------------|--------------------------------|-----|
| Bridging Factor     | D15 (gravel)<br>D85 (rootzone) | ≤ 8 |
| Permeability Factor | D15 (gravel)<br>D15 (rootzone) | ≥ 5 |
| Uniformity Factors  | D90 (gravel)<br>D15 (gravel)   | ≤ 3 |

## The Bunker Edge

To maintain the nature of the product, every effort should be made to prevent soil contamination of Capillary Concrete during installation, curing, and prior to sand installation. Two methods to safeguard your installation from contamination:

1. Grassing around the perimeter of the bunker prior to Capillary Concrete installation:

With this method, it is recommended that turf grass around the perimeter of the bunker should be secured to the soil by roots or staples before the installation of Capillary Concrete. After installation and curing and a water test has been performed to ensure drainage function, sand can be installed in the bunker. For newly sodded bunkers, where additional irrigation is required for rooting and establishment, we recommend that a thicker layer of sand (approx. 8-10 inches high x 10 inches wide) be installed on inside perimeter of the bunker against new sod. This is done to allow the sand to act as a filter layer to catch any soil runoff during irrigation cycles on the newly placed sod. Once the sod is established and irrigation cycles are reduced, any contaminated sand around the perimeter should be removed. Bunker sand can be leveled and normal bunker maintenance practices can begin.

2. Capillary Concrete installation prior to sod placement:

In situations where grass cannot be installed prior to the installation of Capillary Concrete, extreme care must be used to prevent soil contamination. Sand should be installed immediately after curing and the water test. As in method 1), a thicker perimeter layer of sand should be installed to reduce soil contamination prior to sod placement. After establishment, any contaminated sand around the perimeter can be removed.

### Planning and Construction of The Bunker Edge

The edge detail often gives the bunker shape its distinctive style. Capillary Concrete has the unique ability to be formed to fit any Architects design goals. Preserving the desired style or motif and reducing ongoing maintenance is critical to the success of any bunker restoration/renovation plan.

# Suggested Edge Detail Methods

## 1. Existing bunker and sod renovation

The strength of Capillary Concrete allows the opportunity to protect the inside wall of the bunker better than any other product. Capillary Concrete has the ability to be shaped almost vertically at installation to get the least possible amount of soil in contact with the bunker sand. In this photo the subgrade under the existing turf has been excavated 3-4 inches and a layer of Capillary Concrete has been placed under the sod to help protect the edge from collapse and contamination. Sand is pulled up the face to hide the Capillary Concrete edge.



## 2. New sod layer around the perimeter

In this case, either the existing soil and grass, or sod is utilized as the edge of the bunker. The 2-inch (50mm) layer of Capillary Concrete meets the edge of the bunker. Rolling the sod over the face to cover the soil is an option.

## 3. Thick sod pieces placed on the side

Here, a thicker piece of sod is cut and laid on the side on the prepared bunker floor to create the inside edge of the bunker. Cut the sod as wide as you want the edge high, and then backfill with soil and tie into the outside shaping of the bunker. Regular sod can then be placed to cover the soil and tie into the outside of the bunker.





4. Revetted edge with Eco Bunker and / or natural sod

A shelf is created with a trowel and carefully compacted on all sides. A minimum of 2 - 3 layers of artificial turf is recommended, but any number of layers can be built. If only natural sod is used it is necessary to place an impermeable plastic on the shelf to keep the sod from drying out too much. Backfill with approved materials according to the specifications from the Eco Bunker manufacturer. This provides a stable edge option with very little contamination risk.



### Bunker Sand Testing

Capillary Concrete has an open structure that allows water to freely drain through it at more than 100 inches per hour. Once sand is placed on top of the product, the new water drainage limit will be the Ksat (saturated hydraulic conductivity) of the sand that covers the Capillary Concrete product. After gravitational water has freely drained from the sand, a certain amount of water will always be retained in the sand against the force of gravity. This is known as capillary water and the amount can be determined with a Soil Moisture Release Test by an accredited test lab. Every different bunker sand has its own unique amount of capillary water retention based on the amount of moisture present in the sand. If the Capillary Wash Box is installed, the sand can be modified and finer particles in the sand at the base of the bunker can be removed. Never use a sand that is not an approved USGA sand. For more information on selecting the perfect bunker sand we recommend this information from the USGA: <https://www.usga.org/content/usga/home-page/course-care/green-section-record/58/11/a-guide-to-selecting-the-right-bunker-sand-for-your-course-.html#returnable>.



# Pre-Construction Checklist

## Equipment and Tool Requirements

1 Heavy-duty vehicle to haul mix from the ready-mix truck to the bunker. Examples: Toro Workman, John Deere ProGator, Tractor and dump trailer, articulating wheel loader, front dumper, etc.



2 Plywood or similar to protect turfgrass and bunker edge and for building a ramp into the bunker if desired. Timbers, logs, etc. can also be used to create ramps.



3 A minimum of eight pieces of 4" (100 mm) to 6" (150 mm) diameter irrigation or drainage pipe cut into 2 inch (50 mm) lengths. Use these rings to maintain the 2 inch (50 mm) required minimum depth of the Capillary Concrete during placement. Remove the rings from the wet mix as you work out of the bunker. Attach a handle or make a wire loop on each piece of pipe to avoid losing them in the mix. A metal probe set at 2 inches (50 mm) is also acceptable.



4 Construction of the Vault – a 2" x 2" wood frame, at least 4 ft long and as wide as the trench must be made and placed in the lowest spot of the bunker floor, on top of the trench. The frame and all gravel must then be removed to just above the drainage pipe before the sand is installed in bunker. Should The Capillary Wash Box be installed, all gravel must be removed around the pipe to be able to fit the Capillary Wash Box directly on the drainage pipe. The Vault must then be filled with bunker sand to create as deep of a sand layer as possible in this low point of the bunker.



5 Flat shovels for placement of Capillary Concrete inside the bunker.



# Pre-Construction Checklist

6

A minimum of three plastic bunker rakes-the Accuform type bunker rake with a round head is preferred. The teeth can be used to move the mix around to the required 2-inch (50 mm) depth, and the rounded back side, and the rounded back side can be used to smooth the mix before rolling.



7

A minimum of two one piece metal extension handles with with metal tips. Telescoping handles are preferred as they allow for longer reach. Metal handles and tips. Home Depot has an orange metal 5 ft. handle with a metal tip in the paint department. SKU#821-423.



8

A minimum of two heavy duty 9-inch (23 cm) roller frames. Home Depot has a green Wooster Surelock handle that works well. SKU#150-345.



9

A minimum of two 9 inch (23 cm) loop textured roller cartridges, if the textured roller can't be found, use a regular paint roller with the fabric removed or cover a roller with duct tape. Home Depot used to call them Goop Loop Rollers. SKU#430-546.



10

At least One 12 to 14-inch pool trowel. (30-35 cm) Some installers prefer using a larger trowel for finishing the floors as well. Do not use a bull float. Home Depot Part# PT144BR



# Pre-Construction Checklist

11 Purchase adequate plastic to completely cover all the Capillary Concrete bunkers completed in a day. The plastic can be re-used for the entire project. Home Depot SKU#938-963



12 6-inch (15 cm) metal staples to hold the plastic down after placement. Staples should be placed every 3 feet (0,9 m) round the perimeter of the bunker. Sandbags, bricks, logs, old tires (etc.) are also acceptable. The idea is to hold the plastic in place during curing.



13 Two 5 gallon (19 liter) buckets of water to keep rollers wet.



14 A hose and quick-coupler with a misting nozzle and working shut off valve for misting of the product during installation.



15 Optional: For easier placement of material. Marshalltown 19-1/2 in. x 4 in. Aluminum Placer Home Depot SKU #959687 Model #AP753





## Installation Instructions

### Temperature Limits

Capillary Concrete should not be installed when daily high temperatures are expected to be below 32 degrees (F) or below 28 degrees (F) within 2 days of installation. During hot weather, windy, or low humidity conditions, the product will set up faster and caution must be exercised to maintain acceptable moisture levels of the mixture and bunker base prior to installation. A light misting of the bunker subfloor may be required several times during the installation process.

1 When the ready-mix truck arrives at the job site, you will need to ensure the correct consistency of the Capillary Concrete before installation can begin. Before discharging any mix, ask the driver to spin the truck 5 revolutions to adequately mix the product. (It's been mixing since it left the plant, but we find this to be a good way to ensure mix uniformity) Now it's time to perform a **HAND SQUEEZE TEST** as shown here. Ask the driver to discharge a small amount of the Capillary Concrete mixture into the utility vehicle you are using to haul the mix to the bunker. It should be shiny and look like melted chocolate and rock. Take a handful of the mix and squeeze it in your hand and release. The paste must be creamy and sticky enough for the aggregate particles to adhere to the vertical surface of your hand. If the paste is dry and powdery, the mix is a little too dry and you need to ask the driver to add water to the mixer truck. Never add more than 1 gallon of water at a time (unless otherwise instructed by an onsite Capillary Concrete representative), check after, ask the driver to turn the drum a minimum of 15 revolutions before checking the mix again. Continue this process until the mix has the feel of melted chocolate. Be careful not to add too much water. It's always better to add a little at a time.

We cannot take the water out once it has been put in the mixer. The paste should **NEVER** be drippy and runny when you perform the hand squeeze test. The mix should always have the consistency of melted chocolate. Continue to monitor the consistency as you install - **YOU MUST** perform the hand squeeze test occasionally to ensure consistency during the installation. An additional gallon of water may be required after a few loads have been installed. If so-ask the driver to add one gallon and rotate the drum 15 times before discharging more mix. If the mix is extremely wet and runny when the ready-mix truck arrives, ask the driver to spin the drum for 5 minutes to try to dry the mix up a bit. If that doesn't work and the discharged pile for testing has clogged up void space, you should refuse the truck, send it back to the plant, and contact your Capillary Concrete Representative immediately. **DO NOT** install Capillary Concrete if the mixture is too wet.



# Installation Instructions

2

If the subgrade is dry, it should be lightly misted prior to placement of Capillary Concrete. Do not let the floor get muddy during installation, and make sure floor is always smoothed out before installation of Capillary Concrete. NEVER WALK ON THE WET CAPILLARY CONCRETE MIX.



3

Once the batch is properly mixed, begin in one corner of the bunker by spreading the mix to a depth of 2 inches (50mm) (using depth gauge rings). Use plastic bunker rakes or the aluminum placer tools to drag out and level the product. DO NOT walk on the product in the bunker. This will compress the product and restrict water flow. We want to preserve as much open space for water flow as possible.



4

Use the textured roller or trowels to finish and lightly compact the surface. The entire surface of Capillary Concrete must be lightly compacted to provide a smooth surface and bond the product together. Keep the roller damp during the rolling process. It is important to work quickly during this step. The sooner the product is smoothed and rolled the better.



5

The edge of Capillary Concrete must be no less than 2 inches thick. A hand trowel should be used to compact and finish the edge of the material around the bunker edge (If desired, this is also the location of the drip-line irrigation option). Care must be given to prevent loose aggregate pieces from adhering to the exposed soil edge. Any loose pieces should be removed immediately.



6

Once an area or batch section is finished, it must be covered immediately with 6 mil plastic. Black plastic is preferred on cold days, clear plastic is preferred in the summer. Covering is important to reduce moisture loss and improve curing and strength of the mixture, and covering MUST BE performed in any weather. Place staples in the plastic every 3 feet around the perimeter of the bunker and as close to the mixture as possible to reduce air between the plastic and mix. If there are seams between plastic pieces, use something heavy to hold the seams down. Remember we want to reduce the amount of air getting to the product as it cures. This step also keeps debris and water from getting onto it during set up.

# Installation Instructions

7

The plastic cover must remain on product for a minimum of 24 hours (48 hours in cold or wet conditions). Then, remain covered until bunker sand can be installed. This helps the product cure and will keep the product clean and debris free.



8

Before installing the bunker sand (minimum of 24 hours after installation must pass), remove the plastic and clean the base of the bunker with a backpack blower to remove any loose surface pieces that may not have adhered during the rolling phase of the installation. Check the edge for loose pieces as well and remove them from the soil edge. Do not allow concrete to turn light-grey in color. The product needs to stay hydrated before sand is applied, if not keep covered.

9

Now perform the water drainage test to confirm that water rapidly drains through the product. This must be done to activate the Performance Guarantee. Do not "blast" high pressure water on the freshly installed Capillary Concrete - a shower spray is preferred over a steady stream. **See the film: The Test of Drainage.**



10

Bunker sand can now be installed (using a conveyor, loader, or utility cart etc.) to the required or specified depth according to the Soil Moisture Release Curve. Do not drive directly on the new Capillary Concrete bunker during sand installation. It is recommended to begin sand installation on an edge and push the sand out across the bunker using a sand rake or similar machine while keeping vehicles on plywood on top of the sand layer. Once the sand has been installed, saturate the sand with a spray nozzle so as to not flood the sand to where fines can separate. This moisture will help the product continue to cure and help the sand firm up.

**If requested by the Contractor, Owner's representative, Superintendent, or Golf Course Architect, Capillary Concrete will provide a technical representative for installation assistance and consultation for one (1) full day on site at the startup of a Capillary Concrete installation for the cost of basic expenses and related costs. Additional days of consultation may be requested at the same expense rate. Please provide a minimum two (2) weeks' notice to arrange this service. For more specific questions, contact Capillary Concrete.**



CapillaryConcrete

610 Sycamore Street, Suite 305  
Celebration, FL 34747 USA

WWW.CAPILLARYCONCRETE.COM



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# ADS N-12<sup>®</sup> PE (per AASHTO)

## Submittal Package



### Package Contents

1. Sell Sheet
2. Specification
3. Technical notes
4. Corrugated plastic pipe installation guide



[adspipe.com](http://adspipe.com)

800-821-6710

Page 211 of 276

# N-12<sup>®</sup> Plain End Pipe

## (per AASHTO)

N-12 Plain End pipe (per AASHTO) offers significant performance advantages in a gravity-flow pipe, which is available in a range of diameters from 4"-60" (100-1500 mm).

N-12 Plain End pipe delivers superior performance as it is manufactured from high-density polyethylene (HDPE). It provides physical strength, superior value and structural design that cannot be matched by traditional materials.

### Applications

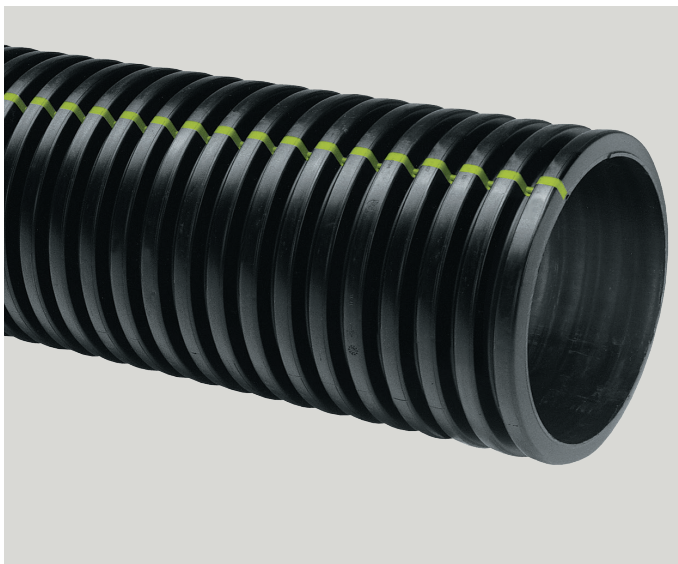
- Culverts/Cross Drains
- Slope/Edge Drains
- Golf, Turf & Recreation
- Foundation Drains
- Retention/Detention Systems
- Grain Aeration
- Parking Lot Drainage
- Mining/Forestry/Industrial

### Features

- Available in 20' (6 m) lengths - pipe can be field cut to the desired length
- 4"-60" (100-1500 mm) diameters available
- Certified to meet AASHTO M252, Type S or SP requirements
- Structural strength will support H-25 or HL-93 live loads with 12" (300 mm) minimum cover; 60" (1500 mm) requires 24" (600 mm) cover for H-25 or HL-93 live loads

### Benefits

- Easy-to-handle, safe, light weight pipe requires less labor and equipment for faster installation and reduced costs
- Superior hydraulics - smooth interior will ensure no debris or sediment build-up
- Provides superior resistance to chemicals, road salt, motor oil and gasoline - will not rust or deteriorate
- Withstands repeated freeze/thaw cycles and continuous subzero temperature
- Coupling bands are available



# ADS N-12 Plain End Pipe (per AASHTO) Specification

### Scope

This specification describes 4- through 60-inch (100 to 1500 mm) ADS N-12 Plain End pipe (per AASHTO) for use in gravity-flow land drainage applications.

### Pipe Requirements

- ADS N-12 Plain End pipe (per AASHTO) shall have a smooth interior and annular exterior corrugations.
- 4- through 10-inch (100 to 250 mm) shall meet AASHTO M252, Type S or SP
  - 12- through 60-inch (300 to 1500 mm) pipe shall meet AASHTO M294, Type S or SP, or ASTM F2306
  - Manning’s “n” value for use in design shall be 0.012.

### Joint Performance

Pipe shall be joined with coupling bands covering at least two full corrugations on each end of the pipe. Standard connections shall meet or exceed the soil-tight requirements of AASHTO M252, AASHTO M294 or ASTM F2306.

### Fittings

Fittings shall conform to AASHTO M252, AASHTO M294 or ASTM F2306.

### Material Properties

Material for pipe and fitting production shall be high-density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch (100 to 250 mm) diameters, and 435400C for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The 12- through 60-inch (300 to 1500 mm) pipe material shall comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306, respectively.

### Installation

Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot (0.3 m), and for 60-inch (1500 mm) diameters, the minimum cover shall be two feet (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), Class 2 (minimum 90% SPD) or Class 3 (minimum 95% SPD) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.01. Contact your local ADS representative or visit our website [adspipe.com](http://adspipe.com) for a copy of the latest installation guidelines.

### Build America, Buy America (BABA)

ADS N-12 Plain End pipe (per AASHTO), manufactured in accordance with AASHTO M252, AASHTO M294 or ASTM F2306, complies with the requirements in the Build America, Buy America (BABA) Act.

### Pipe Dimensions\*

| Nominal Diameter |       |       |       |       |       |       |       |       |       |        |        |        |        |
|------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|--------|
| Pipe I.D.        | 4     | 6     | 8     | 10    | 12    | 15    | 18    | 24    | 30    | 36     | 42     | 48     | 60     |
| in (mm)          | (100) | (150) | (200) | (250) | (300) | (375) | (450) | (600) | (750) | (900)  | (1050) | (1200) | (1500) |
| Pipe O.D.        | 4.8   | 6.9   | 9.1   | 11.4  | 14.5  | 18    | 22    | 28    | 36    | 42     | 48     | 54     | 67     |
| in (mm)          | (122) | (175) | (231) | (290) | (368) | (457) | (559) | (711) | (914) | (1067) | (1219) | (1372) | (1702) |

\*Check with sales representative for availability by region. \*\*Pipe O.D. values are provided for reference purposes only, values stated for 12- through 60-inch are ±1 inch. Contact a sales representative for exact values.





**N-12® PLAIN END PIPE (PER AASHTO) SPECIFICATION**

**Scope**

This specification describes 4- through 60-inch (100 to 1500 mm) N-12 plain end pipe (per AASHTO) for use in gravity-flow land drainage applications.

**Pipe Requirements**

N-12 plain end pipe (per AASHTO) shall have a smooth interior and annular exterior corrugations.

- 4- through 10-inch (100 to 250 mm) pipe shall meet AASHTO M252, Type S or SP.
- 12- through 60-inch (300 to 1500 mm) pipe shall meet AASHTO M294, Type S or SP, or ASTM F2306.
- Manning’s “n” value for use in design shall be 0.012.

**Joint Performance**

Pipe shall be joined with coupling bands covering at least two full corrugations on each end of the pipe. Standard connections shall meet or exceed the soil-tight requirements of AASHTO M252, AASHTO M294, or ASTM F2306.

Gasketed connections shall incorporate a closed-cell synthetic expanded rubber gasket meeting the requirements of ASTM D1056 Grade 2A2. Gaskets, when applicable, shall be installed by the pipe manufacturer.

**Fittings**

Fittings shall conform to AASHTO M252, AASHTO M294, or ASTM F2306.

**Material Properties**

Material for pipe and fitting production shall be high density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch (100 to 250 mm) diameters, and 435400C for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The 12- through 60-inch (300 to 1500mm) pipe material shall comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306 respectively.

**Installation**

Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60-inch (1500 mm) diameter the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), Class 2 (minimum 90% SPD) or Class 3 (minimum 95%) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.01. Contact your local ADS representative or visit our website at [www.adspipe.com](http://www.adspipe.com) for a copy of the latest installation guidelines.

**Build America, Buy America (BABA)**

N-12 Plain End pipe (per AASHTO), manufactured in accordance with AASHTO M252, AASHTO M294 or ASTM F2306, complies with the requirements in the Build America, Buy America (BABA) Act.

**Pipe Dimensions**

|                       |              |              |              |               |               |             |             |             |             |              |              |              |              |
|-----------------------|--------------|--------------|--------------|---------------|---------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|
| Pipe I.D.<br>in (mm)  | 4<br>(100)   | 6<br>(150)   | 8<br>(200)   | 10<br>(250)   | 12<br>(300)   | 15<br>(375) | 18<br>(450) | 24<br>(600) | 30<br>(750) | 36<br>(900)  | 42<br>(1050) | 48<br>(1200) | 60<br>(1500) |
| Pipe O.D.*<br>in (mm) | 4.8<br>(122) | 6.9<br>(175) | 9.1<br>(231) | 11.4<br>(290) | 14.5<br>(368) | 18<br>(457) | 22<br>(559) | 28<br>(711) | 36<br>(914) | 42<br>(1067) | 48<br>(1219) | 54<br>(1372) | 67<br>(1702) |

\*Pipe O.D. values are provided for reference purposes only, values stated for 12 through 60-inch are ±1 inch. Contact a sales representative for exact values

\*\*All diameters available with or without perforations.



**adspipe.com**

**800-821-6710**

ADS "Terms and Conditions of Sale" are available on the ADS website, [www.ads-pipe.com](http://www.ads-pipe.com).

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## Lexicon, Inc. dba Heritage Links

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# INDIAN WELLS GOLF RESORT

## PROJECT PROPOSAL

Landscapes Unlimited, LLC  
1201 Aries Drive, Lincoln, NE 68512



LANDSCAPES  
UNLIMITED

[www.landscapesunlimited.com](http://www.landscapesunlimited.com)



**2.1 BID FORM**

Bid Package: Player's Course Construction

Date: June 28, 2024 & July 22, 2024 (RETURN DATE: August 5, 2024 @ 2 pm PDT)

Project: **Players Course Redesign**

Owner: The City of Indian Wells, Indian Wells, California

Golf Course Manager Troon Golf  
Robin Graf, General Manager  
44-500 Indian Wells Lane Indian Wells, CA 92210

Golf Architect: John Fought Design  
8040 E Morgan Trail #18  
Scottsdale AZ 85254

Irrigation Designer: Fairway Irrigation ~ David Yoshimura  
77-605 Delaware Place  
Palm Desert, CA 92211

The undersigned, hereby proposes to furnish at its own cost and expense all supervision, labor, materials, tools, equipment, facilities, and insurance necessary to fully complete the work itemized below in accordance with the construction drawings and specifications as itemized in this Bid Package.

**NOTE TO BID FORM:**

The following specifications and details are to be used in conjunction with the DESIGNER'S plans. In the performance of all work described herein, the CONTRACTOR is expected to follow the DESIGNER'S plans as well as the Site Visit Notes generated by periodic visits to the site by the DESIGNER and /or his representative during construction. All work performed must conform to the Plans, Specifications, and Site Visit Notes to the satisfaction of the DESIGNER and OWNER. The General Conditions of the Contract for Construction (AIA Document A201) apply.

It should be understood that **all** quantities shown are estimates. The CONTRACTOR is expected to confirm these quantities; if a recalculation of the quantities is not indicated, this will be interpreted as an agreement with these estimates. Please review section 5.1 Administration Procedures carefully as they will be stringently followed throughout the process.

**MOBILIZATION & CONTRACTOR OVERHEAD:**

This includes the movement of all equipment and personnel to the site and the set-up of the construction operation on the site per requirements as stipulated by owner. It also includes the golf contractors project overhead.

**TOTAL MOBILIZATION & CONTRACTOR OVERHEAD** \$ 600,000.00

**EROSION CONTROL:**

- A) Silt Fence (unit price) \$\_\_\_\_/L.F.
- B) Hay Bales (unit price) \$\_\_\_\_/bale
- C) Straw Waddle (unit price) \$\_\_\_\_/L.F.
- D) Construction Entrance \$\_\_\_\_\_

**ALLOWANCE** **\$150,000**

**DEMOLITION:**

- A) Removal of old concrete cart path (Bury on site):  
     Remove 118,724 S.F. of old path @ = \$.56/SF \$ 66,485.44
- B) Tree & Brush clearing (as per plans & specifications):  
     Clearing 3.87 ac. @ ~~\$13,050/00~~ = \$ 50,503.50
- C) Drainage Parts removal: 3,681 L.F. of pipe & 23 catch basins:  
     \$ 49,500.00
- D) Turf Tilling (Golf Superintendent to spray with Glyphosate):  
     57.9 ac. Tilling old turf @ ~~\$5,530,00~~ = \$ 320,187.00

**TOTAL DEMOLITION** **\$ 486,675.94**

**EARTHWORK:**

Contractor will be responsible for staying within golf course boundaries as indicated on the plans throughout the construction process. This item includes proper procedures to control dust and airborne particles from leaving the construction site. Owner will supply water.

- A) Earthmoving of material: 115,130 yd3 @ \$ 8.75 /yd3 = \$ 1,007,387.50



B) Shaping: Shaping of all golf features and playing areas as outlined on the plans = \$ 450,000.00

**TOTAL EARTHWORK** \$ 1,457,387.50

**DRAINAGE:**

The following drainage items will be constructed in accordance with the Plans & Specifications.

PIPE:

A) 4-inch Solid CPP - 12,045 L.F. @ ~~\$ 31.55~~ L.F. = \$ 380,019.75

DRAINAGE STRUCTURES:

A) 12 inch catch basins 90 @ \$ 625.00 ea. = \$ 56,250.00

B) New Sumps (6 X 6 X 6) 5 @ ~~\$3,000.00~~ ea. = \$ 15,000.00

**TOTAL DRAINAGE** \$ 451,269.75

**FEATURE CONSTRUCTION:**

A) Greens:

- NEW GREENS (9) To be constructed per plans to USGA Recommended Specification (see detail).

54,633 S.F. @ \$ 15.00 /S.F. = \$ 819,495.00

- EXISTING GREENS (12) remove thatch layer (4 inches), install 4 inches of new mix and till

65,151 S.F. @ \$ 4.20 /S.F. = \$ 273,634.20

B) Tees: To be built out of native material (laser leveled)  
137,968 SF @ \$ .42 /SF = \$ 57,946.56

C) bunkers: As per plans and specifications. Please note: all bunkers to be lined – 65% Capillary Concrete; 35% JM Evalith (See details).

83,139 S.F. @ \$ 15.50 /S.F. = \$ 1,288,654.50

**TOTAL FEATURE CONSTRUCTION** \$ 2,439,730.26

**CART PATHS:**

The cart paths will consist of 7-foot-wide cart path with aggregate finish (See Specifications).

A) Cart paths:

Golf Course 79,861 S.F. @ \$ 8.60 /S.F. = \$ 686,804.60

B) Curbing 3,000 L.F. @ \$ 16.10 /L.F. = \$ 48,300.00

C) FIRE ROAD (16 foot wide) 63,702 S.F. @ \$ 14.00 /S.F. = \$ 891,828.00

**TOTAL CART PATH** \$ 1,626,932.60

**FINISHING:**

The overall construction process is so disruptive that it becomes necessary to partially reshape everything. For instance, the final shapes of the critical areas like putting surfaces and tees must be recreated. The finishing, therefore, becomes the final touch to tie it all together. The finishing also prepares the ground for planting turf by producing a proper seedbed.

**FINISHING (Lump Sum)** \$ 865,000.00

**GRASSING:**

A) Greens:

Tifeagle sprigs - 119,784 @ \$ 1.06 /S.F. = \$ 126,971.04

B) Playing Areas:

38.43 acres of sprigged 419 Tifway grass @ \$ 8,850.00 /ac. = \$ 340,105.50

C) Sod:

160,000 S.F of 419 Tifway Bermuda sod @ \$ 1.06 /ac. = \$ 169,600.00

**TOTAL GRASSING** \$ 636,676.54

**BONDING:**

|                      |                     |
|----------------------|---------------------|
| A) Bid Bond          | \$ <u>N/A</u>       |
| B) Performance Bond  | \$ <u>77,000.00</u> |
| <b>TOTAL BONDING</b> | \$ <u>77,000.00</u> |

**BID SUMMARY:**

|                                    |                         |
|------------------------------------|-------------------------|
| MOBILIZATION & CONTRACTOR OVERHEAD | \$ <u>600,000.00</u>    |
| EROSION CONTROL                    | \$ 150,000              |
| DEMOLITION                         | \$ <u>486,675.94</u>    |
| EARTHWORK                          | \$ <u>1,457,387.50</u>  |
| DRAINAGE                           | \$ <u>451,269.75</u>    |
| IRRIGATION                         | \$ <u>3,357,405.00</u>  |
| FEATURE CONSTRUCTION               | \$ <u>2,439,730.26</u>  |
| CART PATHS                         | \$ <u>1,626,932.60</u>  |
| FINISHING                          | \$ <u>865,000.00</u>    |
| GRASSING                           | \$ <u>636,676.54</u>    |
| BONDING                            | \$ <u>77,000.00</u>     |
| <b>TOTAL BID</b>                   | \$ <u>12,148,077.59</u> |

(In Words): Twelve Million, One Hundred Forty-Eight Thousand, Seventy-Seven Dollars and Fifty-Nine Cents.

By: Landscapes Unlimited, LLC  
Company Name

Roy Wilson / Asst. Manager  
Name/Title



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Bid Clarifications

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## Players Course at Indian Wells Golf Resort

September 26, 2024

- This proposal is based on one mobilization of all labor, equipment and material to the jobsite.
- This proposal is based only on the items and quantities listed on the bid form. Contractor will credit Owner if fewer units are installed and will be paid for all additional units installed.
- Drainage prices are based on a maximum trench depth of 3' plus the diameter of the pipe. Any material that cannot be excavated efficiently with a JD 80 (or equal) will be considered trench rock and performed on a negotiated unit price. All solid pipe is bid with native backfill from trench soils. No import or screening of pipe backfill is included in this proposal.
- Pricing excludes the cost of removing and/or demolishing underground or above ground utilities not noted in the specifications or our qualifications.
- Engineering & Professional surveying are to be the responsibility of the Owner.
- Any existing drainage pipe not encountered during construction will remain undisturbed and abandoned in place.
- Earthwork and Shaping is based on any material that cannot be productively ripped with a John Deere 650 size dozer will be considered hard excavation. Rock excavation will be performed on a T&M basis, or at a negotiated unit price.
- Greensmix included in the proposal is priced as 90/10 Dakota Blend, as supplied by West Coast Sand & Gravel Inc.
- Bunker sand is priced as Emerald Bunker Sand, as supplied by West Coast Sand & Gravel Inc.
- If wet or unsuitable soils are encountered in cart path or fire road areas and additional stabilization is required, it will be performed on a negotiated unit price.



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Bid Clarifications

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- This proposal is based on LU self-performing all construction and irrigation as-builts for this project. If the as-builts need to be performed by an engineer or surveyor, this can be performed on a T&M basis, or at a negotiated unit price.
- All necessary permits, fees and inspections are to be obtained and paid for by the Owner.
- Builder's Risk Insurance is not included.
- All pricing for this project is based upon current commodity pricing in effect as of 9/26/24. Any fluctuations in pricing or supply that increase project costs will be reimbursed to Contractor by Owner on an actual cost-incurred basis. Owner will be entitled to documentation of such pricing fluctuations upon request.

2. Bid Proposal Form

Irrigation System

Bidder's Name: Landscapes Unlimited, LLC

Address: 1201 Aries Dr

Lincoln, NE 68512

Telephone: 402-416-7026 FAX: 402-423-6653

State License No: 973614 Classification: A, B, C27

The above-named Bidder, hereby referred to as the Contractor, declares that the only person(s) interested in this proposal are those named herein; that the proposal is in all respects fair and without fraud; and that it is made without any connection or collusion with any other person making a proposal on this project.

The Contractor declares that he/she has carefully examined the plans, specifications, and addenda relating to the proposed project. Further, the Contractor has inspected the proposed work area and has satisfied his/herself as to the conditions that exist at the site and the type of equipment that will be required to complete the project.

The Contractor hereby agrees to furnish all labor, material, tools, transportation, taxes and equipment required to install the automatic golf course irrigation system for the project as set forth in the plans, specifications, and addenda (if any).

The Contractor acknowledges the receipt of RFI-1 addenda and verifies that the bid price below reflects any changes called for in said addendum. ~~(Attach copies)~~ **Received from Ron Despain at Troon on 9/23/2024.**



Bidder's Name: Landscapes Unlimited, LLC

**Provisional Contingency Quantity and Unit Pricing**

Field modifications may require additions or deletions to the proposed work. The unit items shall be used to determine the amount of additional compensation to the Contractor and/or the credit amount to be reimbursed to the Owner. The prices below must reflect all materials, taxes, supervision, labor, equipment charges and any other expenses associated with the installation of each item. Materials included in the unit price and provisional contingency quantities must be the same as materials called out on the design drawing and shall meet all requirements of the specification document.

**Rain Bird Golf Remodel  
Contingency Unit Price – Revised 9/23/2024**

Include all materials, labor and equipment (sprinklers, connectors, swing joints, pipe, glue, fittings, wire, etc.) for complete installation of each item. Price all items listed even if the item may not appear on the plans.

| <u>Item</u>                             | <u>Quantity</u> | <u>Unit Price</u> | <u>Extended Total</u> |
|---|-----------------|-------------------|-----------------------|
| 1. Rain Bird A-702E-70-36               | 10              | \$ 875.00 ea.     | \$ 8,750.00           |
| 2. Rain Bird A-752-70-36                | 15              | \$ 915.00 ea.     | \$ 13,725.00          |
| 3. Rain Bird A-752-70-22                | 10              | \$ 915.00 ea.     | \$ 9,150.00           |
| 4. Rain Bird 5004 Rotor                 | 10              | \$ 275.00 ea.     | \$ 2,750.00           |
| 5. Rain Bird 1804 SAM-PRS               | 10              | \$ 125.00 ea.     | \$ 1,250.00           |
| 6. #5 Quick Coupling Valve              | 2               | \$ 670.00 ea.     | \$ 1,340.00           |
| 7. Sub-main Isolation valve (#8431GGQ)  | 5               | \$ 1,035.00 ea.   | \$ 5,175.00           |
| 8. 1" Brass Electric Control Valve- RB  | 5               | \$ 1,835.00 ea.   | \$ 9,175.00           |
| 9. 1 1/2" Brass Elec. Control Valve- RB | 2               | \$ N.A. ea.       | \$ N.A.               |
| 10. 1 1/2" Wilkins 600XL                | 1               | \$ 1,350.00 ea.   | \$ 1,350.00           |
| 11. Air Release Valve                   | 1               | \$ 1,750.00 ea.   | \$ 1,750.00           |
| 12. Mainline RW Gate Valve – 12"        | 1               | \$ 5,725.00 ea.   | \$ 5,725.00           |
| 13. Mainline RW Gate Valve – 10"        | 1               | \$ 4,690.00 ea.   | \$ 4,690.00           |
| 14. Mainline RW Gate Valve – 8"         | 1               | \$ 3,320.00 ea.   | \$ 3,320.00           |
| 15. Mainline RW Gate Valve – 6"         | 1               | \$ 2,460.00 ea.   | \$ 2,460.00           |
| <b>Total Contingency</b>                |                 |                   | <b>\$ 70,610.00</b>   |

**Bid Summation** Three Million Three Hundred Fifty-seven Thousand Four Hundred Five Dollars ✕

The Bid price for the proposed irrigation system work shall be: \$3,245,155.00

(From page 6) Contingency \$ 70,610.00

**Note: Golf course personnel have identified valves on the golf course which need replacement. These valves are on the existing parts of the golf course with valves not already identified on the design plans. Contractor shall supply a lump sum value for the replacement of identified valves by the golf course personnel.**

**Allocation for Replacement of Sub-Isolation Valves** \$ 41,640.00

Total for identified number of valves in the existing golf course. Include all parts and labor involved in removing and replacing an existing valve. Other items that may be damaged in the replacement such as pipe, nipples, wiring, etc. See Addendum Sheet IA-1.

**Total – Rain Bird Irrigation System** \$ 3,357,405.00 ✕

Name of Firm: Landscapes Unlimited, LLC

Address: 1201 Aries Dr

City/State/Zip Lincoln, NE 68512

Signature:  Title: President - Irrigation

Print Name: Roy Wilson Date: 09/26/2024

**ADD- Project Bonding Cost** (If required and purchased by Owner)

Name of Bonding Company: Included in overall construction total

Cost of Bonding: \$ Included in overall construction total

## IRRIGATION CLARIFICATIONS FOR INDIAN WELLS GOLF RESORT

September 27, 2024

Landscapes Unlimited would like to thank you for the opportunity to provide a proposal for Indian Wells Golf Resort. One of the things we strive for is to complete a detailed review of the plans and specifications, working with the designer to sort out any conflicts or uncertainties. There are additional assumptions and clarifications that we wish to communicate so that you have a thorough understanding of our approach and what is included in our proposal.

Our proposal is based on the following:

- Material quantities listed on the attached Major Material Summary.
- Quotes and pricing as noted below. Any changes that increase project costs shall be reimbursed to the contractor at cost plus 15%:
  - Material quotes received through September 27, 2024.
  - An allowance of \$25,000.00 for the irrigation work around the bunkers since the scope cannot be defined at this time.
  - A diesel price of \$4.73/gallon and a gas price of \$3.89/gallon.
  - A 7.75% sales tax.
  - Safety protocols mandated by state and local law at the time of bid.
  - Rain Bird providing a project rebate of approximately \$25,416.33 and an NGCOA rebate of \$6,730.92 directly to the club.
- Restocking fees due to quantity changes not dictated by the contractor will be reimbursed by the owner.
- Excluding Builder's Risk and Floater insurance, permitting, inspection fees, surveys, regulatory approvals, engineered plans, or city/county/business licenses.
- Excluding any cost related to substances of an environmental or archeological concern (e.g., asbestos or transite pipe, artifacts).
- Excluding the removal, repair, or remediation of any aquatic flora, fauna, or vegetation.
- Excluding the services of a licensed plumber, if required.
- Excluding the use of union forces or apprentices.
- Including removal of existing sprinklers and other irrigation hardware.
- Final programming of the system to be completed by the consultant and/or distributor.
- Including a one-time adjustment of part circle sprinklers after system is charged.
- Owner assisting with the location of existing golf irrigation components. Any non-golf, landscape, or residential irrigation damaged will be repaired on a T&M basis. We will call for utility location but will not be liable for any utilities, private or public, not located.
- Using a Case 960 trencher and a Cat 308 (18,000 lb.) mini excavator or equivalent for the mainline installation and a Case 960 vibratory plow or 26 rubber track mini excavator for the 2" lateral installation. Any larger equipment, trenchers, rock saws, pneumatic hammers, or blasting would be charged at a negotiated T&M rate.
- Disposing of all excess spoils, including rock, on site.



- Bedding being provided by the owner, if required.
- Excluding any reclaimed/effluent water markings, signage, and testing.

Again, we thank you for this opportunity. If I can answer any questions or provide any additional information, please call me at 402-416-7026.

Sincerely,

A handwritten signature in blue ink that reads "Roy Wilson".

Roy Wilson  
President – Irrigation



| <b>MAJOR MATERIAL SUMMARY</b>  |    |  |  |  |  |  |  |  |  |   |
|--|----|--|--|--|--|--|--|--|--|---|
| <u>Replace Sprinkler, Swing Joint, and DBR/Ys on Green Loops</u>   |    |  |  |  |  |  |  |  |  |   |
| 112  | ea |  |  |  |  |  |  |  |  | RB A-752-E-70-36 Sprinkler w/SJ1212543SS Swing Joint                          |
| 11   | ea |  |  |  |  |  |  |  |  | RB A-752-E-70-28 Sprinkler w/SJ1212543SS Swing Joint                          |
| <u>Replace Full or Part Circle Sprinkler with Part Circle Sprinkler, Swing Joint, and DBR/Ys on Existing Holes</u> |    |  |  |  |  |  |  |  |  |   |
| 8  | ea |  |  |  |  |  |  |  |  | RB A-752-E-70-36 Sprinkler w/SJ1212543SS Swing Joint                          |
| <u>Installation of New Sprinklers on New System</u>  |    |  |  |  |  |  |  |  |  |   |
| 374  | ea |  |  |  |  |  |  |  |  | RB A-702-E-70-36 Sprinkler w/Red & Black Spreader Nozzle w/SJ1212543SS Sw Jt  |
| 362  | ea |  |  |  |  |  |  |  |  | RB A-752-E-70-36 Sprinkler w/SJ1212543SS Swing Joint                          |
| 12   | ea |  |  |  |  |  |  |  |  | RB A-752-E-70-28 Sprinkler w/SJ1212543SS Swing Joint                          |
| 6  | ea |  |  |  |  |  |  |  |  | RB A-752-E-70-22 Sprinkler w/SJ1212543SS Swing Joint                          |
| 69   | ea |  |  |  |  |  |  |  |  | RB 5004+-PC-R Spray w/3.0LA Nozzle at 45psi w/Lasco T722-212 Swing Joint      |
| 14   | ea |  |  |  |  |  |  |  |  | RB 1806-SAM-PRS Spray w/R-VAN18 on Funny Pipe                                 |
| 12   | ea |  |  |  |  |  |  |  |  | 1 RB 100-EFB-CP-R Electric Control Valve w/PRD-D w/20" Rect Green Valve Box   |
| 55   | ea |  |  |  |  |  |  |  |  | RB 5RC Quick Coupling Valve w/G12S-212 Swing Joint & 7" Round Green Valve Box |
| 1  | ls |  |  |  |  |  |  |  |  | Rain Bird Cirrus Pro Central Computer w/2 ICI+s and 2 iPads                   |
| 39   | ea |  |  |  |  |  |  |  |  | RB PAR ES-72-2 72 Station Satellite Controller                                |
| 10000  | lf |  |  |  |  |  |  |  |  | #14 Paige 7072D Maxi Cable - Various Colors                                   |
| 8000   | lf |  |  |  |  |  |  |  |  | #6/3 Paige P7267D UL TC Tray Cable (Black,Red,Blue)                           |
| 655000   | lf |  |  |  |  |  |  |  |  | #14 Paige P7079D Signal Wire (Various Colors)                                 |
| 85000  | lf |  |  |  |  |  |  |  |  | #12 Paige P7079D Common Wire (White)  |
| 2620   | lf |  |  |  |  |  |  |  |  | 12 Class 200 SDR-21 Gasketed PVC Pipe   |
| 2620   | lf |  |  |  |  |  |  |  |  | 8 Class 200 SDR-21 Gasketed PVC Pipe  |
| 2580   | lf |  |  |  |  |  |  |  |  | 6 Class 200 SDR-21 Gasketed PVC Pipe  |
| 1360   | lf |  |  |  |  |  |  |  |  | 3 Sch 40 Solvent Weld PVC Pipe  |
| 9180   | lf |  |  |  |  |  |  |  |  | 2.5 Sch 40 Solvent Weld PVC Pipe  |
| 25860  | lf |  |  |  |  |  |  |  |  | 2 Sch 40 Solvent Weld PVC Pipe  |
| 2240   | lf |  |  |  |  |  |  |  |  | 1.5 or 1 Sch 40 Solvent Weld PVC Pipe   |
| 3  | ea |  |  |  |  |  |  |  |  | 12 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box                  |
| 5  | ea |  |  |  |  |  |  |  |  | 8 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box                   |
| 6  | ea |  |  |  |  |  |  |  |  | 6 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box                   |
| 108  | ea |  |  |  |  |  |  |  |  | 2 Harco 8431GGQ Lateral Valve G x G w/RB 10" Round Green Valve Box            |
| 4  | ea |  |  |  |  |  |  |  |  | 2 Crispin IC10A Air/Vacuum Release Valve w/RB 20" Rect Green Valve Box        |
| 6  | ea |  |  |  |  |  |  |  |  | 1.5 Wilkins Zurn 600XL Pressure Regulator w/RB 20" Rect Green Valve Box       |
| <b>ADDITIONAL VALVE WORK</b>   |    |  |  |  |  |  |  |  |  |   |
| 1  | ea |  |  |  |  |  |  |  |  | 12 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box                  |
| 1  | ea |  |  |  |  |  |  |  |  | 8 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box                   |
| 1  | ea |  |  |  |  |  |  |  |  | 6 Clow F-6110 Push On Gate Valve w/Pentek Roadway Valve Box                   |
| 9  | ea |  |  |  |  |  |  |  |  | 2 Harco 8431GGQ Lateral Valve G x G w/RB 10" Round Green Valve Box            |

## OTHER TERMS &amp; CONDITIONS

1. Our Commercial Liability Insurance has a \$1,000,000 per occurrence/\$2,000,000 aggregate. However, we also have a \$15 million umbrella.
2. This project has been estimated using non-union forces. If it becomes necessary to employ union labor or apprentices for this project, due to Owner directive or in order to continue with the Work to avoid strikes, Owner will reimburse Contractor for additional costs associated with the use of union labor.
3. Our contract is based on the material quantities per the bid forms, utilizing unit prices to cover any changes in the final installed material quantities. We purchase additional materials for our inventory (that we own and insure) above and beyond the bid quantities in case any changes are made during the staking and execution of the project. This helps reduce/eliminate delays in the progress of the work if changes occur. Any materials in excess of the quantities listed on the bid form that are not installed at the end of the project will remain the property of Landscapes Unlimited.
4. Owner is responsible for hook-up of electricity for Contractor's office at the Project site. The cost of service and usage will be paid by Contractor. Further, Owner will supply adequate space onsite for Contractor to stage all materials and operations for the Project.
5. Owner will supply all engineered controls for this project. This includes, but is not limited to, golf hole monuments (tee, fairway, greens), critical benchmarks, property lines, existing utilities (depth and location) and/or other infrastructure as required for construction. All necessary golf course feature staking required for shaping will be performed by Contractor.
6. Owner understands and agrees that stress cracks will occur in the cart paths and such cracks will not be a cause for replacement unless they prevent the use of the cart paths for their intended purpose. No weed barrier or sealers are included in the installation of the cart paths.
7. A video recording of all cart paths will be taken by the Contractor prior to work commencing, an electronic copy will be provided to both the Owner and Contractor for reference. In addition, notes stating specific locations and conditions of path will be documented on a plan, with condition agreed upon prior to work commencing. Stress cracks will occur in the cart paths and such cracks shall not be a cause for replacement unless they prevent the use of the cart paths for their intended purpose.
8. The parties recognize that conditions may exist, through no fault of Contractor, in which Owner will request an acceleration of Contractor's Work. Prior to such an order to accelerate, the parties must agree in writing that a separate lump sum payment will be paid to Contractor for all increased costs Contractor will incur during the accelerated work period, including, but not limited to, increased site supervision, equipment overhead, premium time and lost productivity.
9. Owner will compensate Contractor for any reconstruction work necessary due to infrastructure or site development by others that impacts the Work under the Agreement. In the event that re-work of items performed by the Contractor is necessary, or special working conditions are required to work around existing or installed infrastructure, Contractor will be compensated on a time and



## OTHER TERMS & CONDITIONS

material basis. Further, any work necessary for removing existing infrastructure or discovered items will be the responsibility of Owner.

10. This is a drop-seed agreement, which means upon any seeding, sprigging, sodding, planting or other means of turf or other vegetative installation, Substantial Completion of that portion of the Work will have been reached. Upon Substantial Completion of any portion of the Work, Owner assumes full responsibility for initial watering and all subsequent maturation practices and outcomes including but not limited to, maintenance, watering, germination, sustainability, vegetative viability, turf quality, turf coverage, agronomic programming, staffing, materials, equipment, erosion damage repair, silt mitigation and removal, and maintenance, installation and repair of any erosion control devices, including removal of such devices. If requested by Owner, Contractor will repair erosion for which Owner is responsible at a negotiated price or using the time and equipment rates in Exhibit 3.
11. The proposal is based on compliance with safety protocols currently mandated by state and local law where the project is located. Any additional safety protocols required by Owner or any changes in the safety protocols required by law may increase project costs, and such additional costs will be reimbursed to Contractor by Owner.
12. Pricing excludes monitors for and the identification and/or removal of any archaeological, biological, or hazardous materials. The Owner shall be responsible for all such identification and mitigation or removal within the area of construction and shall indemnify, defend, and hold harmless the contractor, its officers, employees, and all associated parties from all fines, suits, procedures, claims, and actions of every kind, and all associated costs and legal fees.

T AND M RATES

All equipment is operated, fueled, and fully maintained. The prices below are for owned equipment. If machinery must be rented for your proposed work, an hourly rate shall be agreed upon before the work begins. **Mobilization and de-mobilization costs are not extra if the appropriate crew and equipment is already on site working within the original terms of the agreement. For any additional resources needed to complete the requested T&M work, all shipping costs, travel, living and administrative expenses both to and from job site and while on the job will be billed to customer at cost. (The following wage rates do not include any prevailing wages rates.)**

**DESCRIPTION** **HOURLY RATE**

**DOZER**

|                                       |       |
|---------------------------------------|-------|
| Crawler Dozer 180 HP (JD850, CAT D6R) | \$170 |
| Crawler Dozer 140 HP (JD750, CAT D6M) | \$157 |
| Crawler Dozer 100 HP (JD700, CAT D5K) | \$148 |
| Crawler Dozer 90 HP (JD650, CAT D5)   | \$139 |
| Crawler Dozer 80 HP (JD 550, CAT D4)  | \$129 |

**EXCAVATORS**

|   |       |
|---|-------|
| John Deere – 230 Excavator – (52,410#)      | \$160 |
| John Deere – 200 Excavator – (44,750#)      | \$150 |
| John Deere – 120 Excavator – (26,790#)      | \$135 |
| John Deere Mini-Excavator – 35G – (8,125#)  | \$75  |
| John Deere Mini-Excavator – 50G – (10,850#) | \$90  |
| John Deere Mini-Excavator – 75G – (18,000#) | \$110 |
| Tilt Bucket Attachment for Mini-Excavator   | \$35  |

**LOADERS/BACKHOES**

|                                     |       |
|-------------------------------------|-------|
| John Deere 544 G – Front End Loader | \$148 |
| John Deere 344 G – Front End Loader | \$111 |
| John Deere 410 – Backhoe            | \$90  |
| John Deere 410 – Backhoe w/breaker  | \$135 |
| John Deere 310 – Backhoe            | \$76  |
| John Deere 310 – Backhoe w/breaker  | \$114 |

**SKID STEER/Compact Track Loader**

|   |       |
|---|-------|
| John Deere – 314G – (6,300#)                | \$70  |
| John Deere – 320G – (7,150#)                | \$80  |
| Bobcat T595 Compact Track Loader – (8,000#) | \$90  |
| John Deere – 332G – (10,000#)               | \$100 |

➤ **Note:** bucket or forks included in pricing above. Any additional attachments would be at an additional cost.

**TRACTORS/LOADER-GRADING-**

|                            |       |
|----------------------------|-------|
| New Holland 4030 – (76 HP) | \$120 |
| Ford 250C-260C – (68 HP)   | \$95  |
| Ford 345C – (52 HP)        | \$100 |

T AND M RATES

|                         |       |
|-------------------------|-------|
| Ford 445A-445D- (62 HP) | \$100 |
| Ford 540B-545D- (66 HP) | \$104 |

|                    |                    |
|--------------------|--------------------|
| <b>DESCRIPTION</b> | <b>HOURLY RATE</b> |
|--------------------|--------------------|

**TRACTOR ONLY**

|                           |       |
|---------------------------|-------|
| John Deere 4066 – (65 HP) | \$104 |
| Ford 4610/4630 – (55 HP)  | \$75  |
| Kubota 6030MF – (61 HP)   | \$80  |
| Kubota 5030MF – (50 HP)   | \$75  |
| Kubota 4030MF – (48 HP)   | \$68  |
| Kubota B7100 – (16 HP)    | \$58  |

**TRENCHERS**

|  |       |
|--|-------|
| Vermeer T555 Rock Trencher                 | \$289 |
| Case 860/960                               | \$139 |
| Case 860/960 – With Rock Wheel             | \$220 |
| Bobcat TL116 or Dingo Walk Behind Trencher | \$70  |

**IRRIGATION EQUIPMENT (DOES NOT INCLUDE LABOR)**

|                                  |       |
|----------------------------------|-------|
| 412 – Trac Stars Fusing Machine  | \$90  |
| 612 – Trac Stars Fusing Machine  | \$100 |
| 14+26 Pit Bull Fusing            | \$50  |
| Sidewall or Socket Machine/Tools | \$40  |

**TRUCKS**

|                        |       |
|------------------------|-------|
| 1,800 gal. Water truck | \$96  |
| Dump Truck – 10 CY     | \$125 |
| Dump Truck – 5/6 CY    | \$79  |
| Dump Truck – 3.5 CY    | \$70  |
| Flatbed Truck          | \$79  |

**Wacker Dumpers-Material Haulers**

|                                 |       |
|---------------------------------|-------|
| 6001 Dumper – 6.5 Tons Material | \$115 |
| 5001 Dumper – 5.0 Tons Material | \$100 |
| 3001 Dumper – 3.0 Tons Material | \$90  |

**MISCELLANEOUS (DOES NOT INCLUDE LABOR)**

|  |      |
|--|------|
| Sand-Pro                               | \$30 |
| 3” Pump                                | \$25 |
| 2” Pump                                | \$17 |
| Generators under 8 hp                  | \$22 |
| Concrete Mixers                        | \$25 |
| Pick-up                                | \$40 |
| Plate-Tamper or Jumping Jack Compactor | \$25 |

T AND M RATES

|                  |      |
|------------------|------|
| ATV's/ JD Gators | \$34 |
| LP600 Laser      | \$20 |

|                    |                    |
|--------------------|--------------------|
| <b>DESCRIPTION</b> | <b>HOURLY RATE</b> |
|--------------------|--------------------|

**ATTACHMENTS** (DOES NOT INCLUDE LABOR)

|                              |       |
|------------------------------|-------|
| Bowie Hydro – Mulcher        | \$130 |
| Straw Bale Shredder          | \$45  |
| Brillion Seeder              | \$42  |
| Gill                         | \$20  |
| Vicon or Lely Spreader       | \$32  |
| Laser Box                    | \$45  |
| Level Best laser box         | \$50  |
| Dakota Material Spreader     | \$60  |
| Provonost /Material Trailers | \$35  |
| Box Scraper / Shaping Blade  | \$17  |

**LABOR RATES**

Overtime rates will apply for time spent more than forty (40) hours in a week. All overtime hours will be billed at time and one-half of the applicable rates above. Holidays and Sundays will be billed at double time or per the established project agreement.

|                         |      |
|-------------------------|------|
| 1. Foreman w/pickup     | \$95 |
| 2. Foreman w/out pickup | \$71 |
| 3. LUL Skilled Laborer  | \$56 |
| 4. General Laborer      | \$44 |
| 5. Concrete Finisher    | \$60 |

**2.2 GOLF COURSE CONSTRUCTION PERSONNEL**

**Construction Superintendent**

Name: Eric Wolfert  
 Years Experience: 15 years  
 Years with Company: 9 years  
 Previous 5 Projects: Mission Bay Golf Course, Torrey Pines Golf Course  
La Valle Coastal Club, Traditions Golf Club  
Rancho La Quinta Golf Club

**Assistant Superintendent**

Name: Scott McIntosh  
 Years Experience: 20 years  
 Years with Company: 1 year

**Shaping Crew**

**Lead Shaper**

Name: Juan Ramos  
 Years Experience: 24 years  
 Years with Company: 24 years

**Shaper**

Name: TBD  
 Years Experience: \_\_\_\_\_  
 \_\_\_\_\_

**Feature Construction**

Foreman: TBD  
 Years Experience: \_\_\_\_\_  
 Years with Company: \_\_\_\_\_

**Irrigation System**

Construction Superintendent: Victor Ramirez  
 Years Experience: 30 years  
 Years with Company: 30 years

**Finish Crew**

Foreman: TBD  
Years Experience: \_\_\_\_\_  
Years with Company: \_\_\_\_\_  
Previous 3 Projects: \_\_\_\_\_



**2.3 BIDDER INFORMATION**

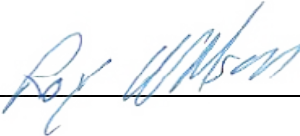
Company Name:   Landscape Unlimited, LLC    
 Physical Address:   1201 Aries Drive    
  Lincoln, NE 68512    
 Telephone:   402-423-6653    
 Fax Number:   402-423-4487  

Bonding Company:   Gene Lilly Surety Bonds / Merchants Bonding Co.    
 Address:   735 S 56th Street    
  Lincoln, NE 68510    
 Telephone:   402-475-7700    
 OWNER'S Name:   Jim and Tom King  

Liability Insurance:   Lockton Companies, LLC    
 Address:   13710 FNB Parkway, Suite 400    
  Omaha, NE 68154    
 Telephone:   402-970-6105    
 OWNER'S Name: \_\_\_\_\_

Workman's Compensation  
 Insurance Company:   Lockton Companies, LLC    
 Address:   13710 FNB Parkway, Suite 400    
  Omaha, NE 68154    
 Telephone:   402-970-6105    
 OWNER'S Name: \_\_\_\_\_

Federal Tax ID Number:   47-0822871  

Signature:     

Print Name and Title:   Roy Wilson - Assistant Manager

**2.4 LIST OF PROPOSED SUB-CONTRACTORS**

Company Name: R.P. Ruiz Corporation  
 Contact: Richard Ruiz  
 Address: P.O. Box 1147  
Somis, CA 93066  
 Phone Number: (805) 732-9683  
 Fax Number: (805) 512-7144  
 Phase of Work: Concrete Cart Path & Fire Road

Company Name: Evergreen Turf  
 Contact: Jimmy Fox  
 Address: P.O. Box 2770  
Chandler, AZ 85244-2770  
 Phone Number: (480) 456-1199  
 Fax Number: (480) 456-4699  
 Phase of Work: Grassing

Company Name: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Phase of Work: \_\_\_\_\_

Company Name: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Phase of Work: \_\_\_\_\_

**2.5 LIST OF PROPOSED SUPPLIERS**

Name West Coast Aggregate Supply

Products Supplied: Bunker Sand, Greensmix, Gravel, Road Base

Name Ewing

Products Supplied: Capillary Concrete, Drainage Pipe

Name Eagle Golf

Products Supplied: JM Bunker Liner, Drainage Pipe

Name \_\_\_\_\_

Products Supplied: \_\_\_\_\_

Name \_\_\_\_\_

Products Supplied: \_\_\_\_\_

**2.6 MATERIALS SUBMITTALS**

Name \_\_\_\_\_

\_\_\_\_\_

Products Supplied \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Pre-Qualification Bid  
QUESTIONNAIRE  
For**

**Indian Wells Golf Resort  
Players Course Renovation**

**PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION**

**Contractor will be immediately disqualified if the answer to any question 1 through 5 is "no". Disqualification for such an answer may not be appealed.**

- 1. Do you possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.  
 Yes       No
- 2. Do you have a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.  
 Yes       No
- 3. Do you have a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.  
 Yes       No
- 4. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you seek pre-qualification. The statement must be from the surety not an agent or broker.  
 Yes       No
- 5. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.  
 Yes       No

**Contractor will be immediately disqualified if the answer to any question 6 through 9 is "yes". If the answer to question 7 is "yes", and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period. A contractor disqualified solely because of a "yes" answer to 6 OR 8 may appeal the disqualification and provide an explanation for the relevant circumstances during the appeal process.**

- 6. Has your contractor's license been revoked at any time in the last five years?  
 Yes       No
- 7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?  
 Yes       No
- 8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to Labor Code section 1777.1 or section 1777.7?    No



Limited Liability Company

C. ~~For Firms That Are Sole Proprietorships:~~

- 18. Date of commencement of business: July 2, 1999
- 19. Tax ID number or Social security number of company owner: 47-0822871

D. For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 20. Date of commencement of joint venture: \_\_\_\_\_
- 21. Tax ID number: \_\_\_\_\_
- 22. Attach a list for each member of the joint venture that includes all relevant information, as requested above, for the type of entity.

**Part III. HISTORY OF BUSINESS**

- 23. State your firm's gross revenues for each of the last three years:  
 2021: \$75,000,000 2022: \$114,075,000 2023: 120,000,000

- 24. How many years has your organization been in business in California as a contractor under your present business name and license number?  
 Years in Business: 25 years

- 25. Is your firm currently the debtor in a bankruptcy case?  
 Yes       No

If "yes," attach a statement that includes the case number, court (name and location), chapter under which you filed, and the date on which the petition was initially filed.

- 26. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in the answer above)  
 Yes       No

If "yes," attach a statement that includes the case number, court (name and location), chapter under which you filed, the date on which the petition was initially filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

- 27. Attach on a separate sheet of paper a list of all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm.

California - General Engineering, General Building and Landscaping  
#973614  
Classifications - A B C27

48. What is your firm's OSHA Incidence Rate? [ formula for calculating the incidence rate is as follows: (total recordable injuries X 200,000) / (total number of man-hours)]

2019: .80  
2020: .90  
2021: .90  
2022: .70  
2023: .82

.9

49. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

**NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

Yes       No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

50. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes       No

If "yes," attach a separate signed page describing each citation.

51. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes       No

If "yes," attach a separate signed page describing each citation.

59. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

**NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.**

Yes       No

If "yes," provide the date(s) of such findings and attach copies of the Department's final decision(s).

**PART V. RECENT CONSTRUCTION PROJECTS COMPLETED**

60. Contractor shall provide information about its six most recently completed golf course projects and its three largest completed golf course projects within the last 5 years. Names and references must be current and verifiable. Contractors will be scored ONLY on their best five past jobs. **Use separate sheets of paper that contain all of the following information:**

Project Name: \*See attached

Location:

Owner:

Owner Contact (name and current phone number):

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders):

Original Scheduled Completion Date:

Time Extensions Granted (number of days):

Actual Date of Completion:

61. Proposed Project Manager for current project

Name: **Larry Barefield**

Years Employed by your firm: **1 year**

Present title: **Senior Project Manager**

Years in present position: **1 year**

62. Was your current project manager employed by your firm as project manager for at least two jobs listed in question sixty?

Yes       No

If "yes", attach a sheet indicating which jobs.  
If "no" attach a sheet including all of the information listed in question sixty, showing that your project manager completed at least two projects of similar magnitude and complexity in the last five years.

63. Will your project manager or a person as or more qualified be at the job at all times?

Yes       No

64. Proposed Project Superintendent

Name: **Eric Wolfert**

Years Employed by your firm: **9 years**

Present title: **Superintendent**

Years in present position: **9 years**

65. Was your project superintendent employed by your firm as project superintendent for at least two jobs listed in question sixty?

Yes       No

If "yes", attach a sheet indicating which jobs.  
If "no" attach a sheet including all of the information listed in question sixty, showing that your project superintendent completed at least two projects of similar magnitude and complexity in the last five years.

66. Will your project superintendent or a person as or more qualified be at the job at all times?

Yes       No



**Recently Completed Projects**  
 PROVIDING CUSTOMIZED SOLUTIONS FOR THE GOLF RECREATION INDUSTRY  
 Golf Construction | Golf Renovation | Sports Recreation | Golf Management | Irrigation

| Project                            | City             | State | Owner                                   | Owner Contact                                   | Architect  | Scope   | Total Value     | Schedule Completion Date | Actual Date of Completion | LU Personnel    |
|------------------------------------|------------------|-------|---|---|--|---|-----------------|--------------------------|---------------------------|-----------------|
| Club at 3 Creek                    | Jackson          | WY    | The Club at 3 Creek                     | Michael Marion<br>307-732-8900                  | Rees Jones, Inc.<br>973-744-4031                     | Scope: South practice facility and bunker renovation  | \$4,283,118.29  | 6/30/2024                | 7/31/24                   | Larry Barefield |
| Tradition Golf Club                | La Quinta        | CA    | Tradition Golf Club                     | Ty Broadhead<br>760-564-3355                    | N/A  | Short Game Area Renovation  | \$196,880.00    | 7/5/2023                 | 7/17/2023                 | Eric Wolfert    |
| Links of North Dakota              | Ray              | ND    | The Links of North Dakota               | Gustavo Rodriguez<br>701-609-6143               | N/A  | New irrigation system   | \$2,593,000.00  | 9/15/2024                | 8/15/2024                 |                 |
| Tradition Golf Club                | La Quinta        | CA    | Tradition Golf Club                     | Ty Broadhead<br>760-564-3355                    | N/A  | Green Resurfacing Golf Course Renovation - 9-Holes Oaks course & 9-Holes Valley Course New Features, Regrassing, and Replacing Irrigation System. Tee-to-green layout changes.  | \$853,090.93    | 8/7/2024                 | 15-Jul-24                 | Eric Wolfert    |
| North Ranch Country Club           | Westlake Village | CA    | North Ranch Country Club                | Jenny Duce<br>805-496-1995                      | Jackson Kahn Golf Course Design, LLC<br>602-999-4589 |   | \$9,980,222.50  | 10/14/2024               | 9/27/2024                 | Larry Barefield |
| Kingdom of TaylorMade              | Carlsbad         | CA    | TaylorMade                              | Halsey Hammond<br>halsey.hammond@taylormade.com | Piza Golf / Augie Piza<br>info@pizagolfdesign.com    | Short game renovation   | \$185,314.61    | 5/30/2024                | 7/31/2024                 | Eric Wolfert    |
| Rancho La Quinta CC                | La Quinta        | CA    | Master Association for Rancho La Quinta | Chris Erickson, Dir of Agronomy<br>858-774-1120 | N/A  | Bunker renovation   | \$883,064.40    | 9/30/2024                | 9/20/2024                 |                 |
| Jackson Hole Golf & Tennis Club    | Jackson          | WY    | Vail Resorts Management Company         | Guy Evans<br>307-734-3855                       | Robert Trent Jones II, LLC<br>bcharlton@rtj12.com    | #9 Hole rebuild   | \$266,036.26    | 7/5/2024                 | 7/31/2024                 | Larry Barefield |
| <b>Largest in the past 5 years</b> |                  |       |   |   |  |   |                 |                          |                           |                 |
| Wicker Point Country Club          | Alexander City   | AL    | Russell Lands Development               | Roger Holliday<br>rholliday@russellands.com     | N/A  | New golf course   | \$10,014,355.84 | 11/30/2022               | 12/15/2022                |                 |
| Lost Rail Golf Club                | Gretna           | NE    | Lost Rail LLC                           | Scott Hoffman & Bill Kubly<br>402-423-6653      | Scott Hoffman  | Construct new 18 hole golf course and short course<br>Desert Course - New Irrigation system, renovation to greens, new back tee, bunker construction with capillary concrete, cart path, grassing, landscape renovation including irrigation, plants, trees, and cacti. | \$10,278,826.57 | 10/1/2021                | 8/12/2022                 |                 |
| Vintage Club                       | Indian Wells     | CA    | The Vintage Club                        | Lane Stave<br>760-340-0500                      | Jackson Kahn Golf Course Design, LLC                 |   | \$7,722,909.36  | 10/15/2022               | 10/1/2022                 |                 |
| La Quinta Country Club             | La Quinta        | CA    | La Quinta Country Club                  | Kirk Burmeister<br>760-564-4151                 | N/A  | Irrigation renovation   | \$4,704,900.00  | 9/30/2024                | 9/15/2024                 |                 |



September 24, 2024

RE: Landscapes Unlimited LLC

Project: Indian Wells Golf Resort Player's Course, Indian Wells, CA

We are pleased to have this opportunity to write a letter of recommendation on behalf of our valued client since 2001, Landscapes Unlimited LLC. Merchants Bonding Company (Mutual), has supported single jobs up to \$25,000,000 with an aggregate of \$50,000,000. This is not a limit, merely what has been required to date.

Merchants Bonding Company (Mutual) is on the current listing of the U.S. Treasury of Certified Sureties and has an A.M. Best rating of "A (Excellent)."

Should Landscapes Unlimited be awarded a contract, we would be in position to execute performance and payment bonds, subject to our normal underwriting at the time of the request and review of the contract documents. This is a matter between Landscapes Unlimited LLC and Merchants Bonding Company (Mutual). We think very highly of this company and the entire organization and highly recommend them.

Please do not hesitate to contact me at 402-475-7700 with any questions or if I can be of further assistance.

Best regards,

James M. King  
Attorney-in-Fact

JMK/th

**street**  
6700 Westown Parkway  
West Des Moines, IA 50266-7754

**mailing**  
P.O. Box 14498  
Des Moines, IA 50306-3498

**toll free** 800.678.8171  
**local** 515.243.8171  
**fax** 515.243.3854

**email** [info@merchantsbonding.com](mailto:info@merchantsbonding.com)  
**website** [merchantsbonding.com](http://merchantsbonding.com)



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jacob J Buss; James M King; Robert Cirone; Seth Weedin; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

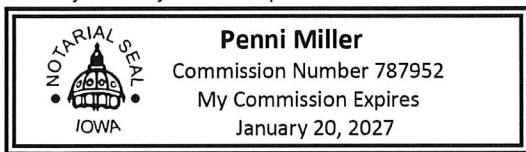


MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC. d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 29th day of July 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



[Signature] Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of September, 2024.



[Signature] Secretary

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nebraska  
County of Lancaster )

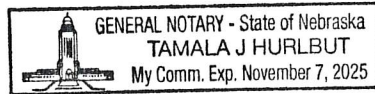
On 09/24/2024 before me, Tamala J. Hurlbut, General Notary  
(insert name and title of the officer)

personally appeared James M. King, Attorney-in-Fact,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nebraska that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tamala J. Hurlbut* (Seal)



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# **Landscapes Holding, LLC**

## **Independent Accountant's Review Report and Consolidated Financial Statements**

December 31, 2023



1248 O Street, Suite 1040 / Lincoln, NE 68508

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## Independent Accountant's Review Report

### Members

Landscapes Holding, LLC

Lincoln, Nebraska

We have reviewed the accompanying consolidated financial statements of Landscapes Holding, LLC and its subsidiaries, which comprise the consolidated balance sheet as of December 31, 2023, and the related consolidated statements of income, members' equity (deficit) and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Accountant's Responsibility***

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Landscapes Holding, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

### ***Accountant's Conclusion***

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

***Other Matter***

The accompanying supplementary consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations and cash flows of the individual companies, and is not a required part of the basic consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic consolidated financial statements. We are not aware of any material modifications that should be made to the supplementary consolidating information. We have not audited the supplementary consolidating information and do not express an opinion on such information.

**FORVIS,LLP**

Lincoln, Nebraska  
April 19, 2024

**Landscapes Holding, LLC**  
**Consolidated Balance Sheet**  
**with Consolidating Information**  
**December 31, 2023**

**ASSETS**

|   | Consolidating Information |                      |                     |                      |                        | Consolidated         |
|---|---------------------------|----------------------|---------------------|----------------------|------------------------|----------------------|
|   | LUL                       | LGG                  | LGM                 | LHL                  | Eliminations           |                      |
| <b>Current Assets</b>   |                           |                      |                     |                      |                        |                      |
| Cash and cash equivalents   | \$ 6,994,139              | \$ 3,000,679         | \$ 683,732          | \$ -                 | \$ -                   | \$ 10,678,550        |
| Receivables   |                           |                      |                     |                      |                        |                      |
| Contract  | 13,098,048                | -                    | -                   | -                    | -                      | 13,098,048           |
| Due from related parties  | 687,202                   | -                    | 158,177             | -                    | (757,187)              | 88,192               |
| Other   | 240,259                   | -                    | -                   | -                    | -                      | 240,259              |
| Trade and other, net  | -                         | 58,177               | 1,378,313           | -                    | -                      | 1,436,490            |
| Inventories   | 7,313,845                 | 487,197              | 42,445              | -                    | -                      | 7,843,487            |
| Contract assets - costs and estimated earnings in excess of billings on uncompleted contracts | 1,096,188                 | -                    | -                   | -                    | -                      | 1,096,188            |
| Contract assets - retainage   | 74,734                    | -                    | -                   | -                    | -                      | 74,734               |
| Prepaid expenses  | 2,017,022                 | 262,977              | 49,873              | -                    | -                      | 2,329,872            |
|   |                           |                      |                     |                      |                        |                      |
| Total current assets  | <u>31,521,437</u>         | <u>3,809,030</u>     | <u>2,312,540</u>    | <u>-</u>             | <u>(757,187)</u>       | <u>36,885,820</u>    |
| <b>Property and Equipment, at Cost</b>  |                           |                      |                     |                      |                        |                      |
| Land and improvements   | -                         | 13,805,789           | -                   | -                    | (6,292)                | 13,799,497           |
| Buildings and improvements  | 3,216,377                 | 7,521,827            | -                   | -                    | -                      | 10,738,204           |
| Equipment   | 16,405,011                | 3,801,552            | -                   | -                    | -                      | 20,206,563           |
| Trucks and other vehicles   | 3,951,572                 | -                    | 30,381              | -                    | -                      | 3,981,953            |
| Office furniture and equipment  | 1,191,167                 | -                    | 74,260              | -                    | -                      | 1,265,427            |
| Construction in progress  | -                         | 47,942               | -                   | -                    | -                      | 47,942               |
|   |                           |                      |                     |                      |                        |                      |
| Total property and equipment, at cost   | <u>24,764,127</u>         | <u>25,177,110</u>    | <u>104,641</u>      | <u>-</u>             | <u>(6,292)</u>         | <u>50,039,586</u>    |
| Less accumulated depreciation   | <u>13,719,414</u>         | <u>16,077,769</u>    | <u>57,092</u>       | <u>-</u>             | <u>-</u>               | <u>29,854,275</u>    |
|   | <u>11,044,713</u>         | <u>9,099,341</u>     | <u>47,549</u>       | <u>-</u>             | <u>(6,292)</u>         | <u>20,185,311</u>    |
| <b>Other Assets</b>   |                           |                      |                     |                      |                        |                      |
| Receivables due from related parties  | 1,293,000                 | -                    | 348,122             | -                    | (526,000)              | 1,115,122            |
| Investments in unconsolidated golf courses  | -                         | 770,478              | -                   | -                    | -                      | 770,478              |
| Investment in subsidiaries  | -                         | -                    | -                   | 32,694,567           | (32,694,567)           | -                    |
| Other   | 1,268,429                 | 12,147               | 137,530             | -                    | -                      | 1,418,106            |
|   |                           |                      |                     |                      |                        |                      |
| Total other assets  | <u>2,561,429</u>          | <u>782,625</u>       | <u>485,652</u>      | <u>32,694,567</u>    | <u>(33,220,567)</u>    | <u>3,303,706</u>     |
|   |                           |                      |                     |                      |                        |                      |
| Total assets  | <u>\$ 45,127,579</u>      | <u>\$ 13,690,996</u> | <u>\$ 2,845,741</u> | <u>\$ 32,694,567</u> | <u>\$ (33,984,046)</u> | <u>\$ 60,374,837</u> |



**LIABILITIES AND MEMBERS' EQUITY**

|  | Consolidating Information |                      |                     |                      |                        | Consolidated         |
|--|---------------------------|----------------------|---------------------|----------------------|------------------------|----------------------|
|  | LUL                       | LGG                  | LGM                 | LHL                  | Eliminations           |                      |
| <b>Current Liabilities</b>   |                           |                      |                     |                      |                        |                      |
| Current maturities of long-term debt   | \$ 756,648                | \$ 965,161           | \$ -                | \$ -                 | \$ -                   | \$ 1,721,809         |
| Payable to related parties   | -                         | 258,774              | 498,413             | -                    | (757,187)              | -                    |
| Other accounts payable   | 3,647,840                 | 460,130              | 227,734             | -                    | -                      | 4,335,704            |
| Accrued liabilities  | 1,178,645                 | 421,627              | 420,276             | -                    | -                      | 2,020,548            |
| Deferred revenue   | -                         | 425,135              | -                   | -                    | -                      | 425,135              |
| Contract liabilities - billings in excess of costs and estimated earnings on uncompleted contracts, net of contract retention totaling \$1,091,141 | 11,262,538                | -                    | -                   | -                    | -                      | 11,262,538           |
| <b>Total current liabilities</b>   | <b>16,845,671</b>         | <b>2,530,827</b>     | <b>1,146,423</b>    | <b>-</b>             | <b>(757,187)</b>       | <b>19,765,734</b>    |
| <b>Long-term Debt</b>  | <b>2,490,775</b>          | <b>6,148,611</b>     | <b>-</b>            | <b>-</b>             | <b>-</b>               | <b>8,639,386</b>     |
| <b>Other Liabilities</b>   |                           |                      |                     |                      |                        |                      |
| Accounts payable to related parties  | -                         | 847,410              | -                   | -                    | (526,000)              | 321,410              |
| Other  | 301,027                   | -                    | -                   | -                    | -                      | 301,027              |
|  | 301,027                   | 847,410              | -                   | -                    | (526,000)              | 622,437              |
| <b>Landscapes Holding, LLC Members' Equity</b>   | <b>25,490,106</b>         | <b>5,511,435</b>     | <b>1,699,318</b>    | <b>32,694,567</b>    | <b>(32,700,859)</b>    | <b>32,694,567</b>    |
| <b>Noncontrolling Interest</b>   | <b>-</b>                  | <b>(1,347,287)</b>   | <b>-</b>            | <b>-</b>             | <b>-</b>               | <b>(1,347,287)</b>   |
| <b>Total Members' Equity</b>   | <b>25,490,106</b>         | <b>4,164,148</b>     | <b>1,699,318</b>    | <b>32,694,567</b>    | <b>(32,700,859)</b>    | <b>31,347,280</b>    |
|  | <u>\$ 45,127,579</u>      | <u>\$ 13,690,996</u> | <u>\$ 2,845,741</u> | <u>\$ 32,694,567</u> | <u>\$ (33,984,046)</u> | <u>\$ 60,374,837</u> |

**Landscapes Holding, LLC**  
**Consolidated Statement of Income**  
**with Consolidating Information**  
**Year Ended December 31, 2023**

|   | Consolidating Information |               |               |               | Eliminations    | Consolidated   |
|---|---------------------------|---------------|---------------|---------------|-----------------|----------------|
|   | LUL                       | LGG           | LGM           | LHL           |                 |                |
| <b>Revenues Earned</b>  | \$ 121,480,749            | \$ 11,808,631 | \$ 41,369,485 | \$ -          | \$ (4,977,998)  | \$ 169,680,867 |
| <b>Cost of Revenues Earned</b>                                      | 101,186,589               | 1,547,913     | 36,864,578    | -             | (4,508,702)     | 135,090,378    |
| <b>Gross Profit</b>   | 20,294,160                | 10,260,718    | 4,504,907     | -             | (469,296)       | 34,590,489     |
| <b>Operating Expenses</b>   |                           |               |               |               |                 |                |
| Salaries and wages  | 6,104,447                 | -             | 3,181,293     | -             | 220,000         | 9,505,740      |
| Employee benefits   | 594,370                   | -             | -             | -             | 20,000          | 614,370        |
| Depreciation  | 924,381                   | 583,710       | 15,853        | -             | -               | 1,523,944      |
| Professional fees   | 804,292                   | -             | -             | -             | -               | 804,292        |
| Office expenses   | 424,556                   | -             | -             | -             | 50,000          | 474,556        |
| Travel and entertainment  | 738,009                   | -             | -             | -             | -               | 738,009        |
| Corporate aircraft expenses   | 526,653                   | -             | -             | -             | -               | 526,653        |
| Telephone   | 103,032                   | -             | -             | -             | 5,000           | 108,032        |
| Education and training  | 59,963                    | -             | -             | -             | -               | 59,963         |
| Golf shop and driving range   | -                         | 720,155       | -             | -             | -               | 720,155        |
| Golf carts  | -                         | 559,579       | -             | -             | -               | 559,579        |
| Golf course maintenance   | -                         | 2,425,267     | -             | -             | -               | 2,425,267      |
| Food and beverage   | -                         | 1,406,711     | -             | -             | -               | 1,406,711      |
| General and administrative  | -                         | 2,076,940     | 982,051       | -             | (297,360)       | 2,761,631      |
| Management fees   | -                         | 469,296       | -             | -             | (469,296)       | -              |
| Other   | 726,574                   | 210,180       | -             | -             | 2,360           | 939,114        |
|   | 11,006,277                | 8,451,838     | 4,179,197     | -             | (469,296)       | 23,168,016     |
| <b>Operating Income</b>   | 9,287,883                 | 1,808,880     | 325,710       | -             | -               | 11,422,473     |
| <b>Other Income (Expense)</b>                                       |                           |               |               |               |                 |                |
| Interest income   | 312,163                   | 17,425        | -             | -             | (22,858)        | 306,730        |
| Interest expense  | (195,018)                 | (385,044)     | -             | -             | 22,858          | (557,204)      |
| Equity in operations of unconsolidated golf courses                 | -                         | 497,079       | -             | -             | -               | 497,079        |
| Equity in operations of subsidiaries                                | -                         | -             | -             | 11,113,390    | (11,113,390)    | -              |
| Other   | (488,122)                 | (1,331)       | 100,984       | -             | -               | (388,469)      |
|   | (370,977)                 | 128,129       | 100,984       | 11,113,390    | (11,113,390)    | (141,864)      |
| <b>Net Income</b>   | 8,916,906                 | 1,937,009     | 426,694       | 11,113,390    | (11,113,390)    | 11,280,609     |
| <b>Less: Net Income Attributable to the Noncontrolling Interest</b> | -                         | 167,219       | -             | -             | -               | 167,219        |
| <b>Net Income Attributable to Landscapes Holding, LLC</b>           | \$ 8,916,906              | \$ 1,769,790  | \$ 426,694    | \$ 11,113,390 | \$ (11,113,390) | \$ 11,113,390  |

**Landscapes Holding, LLC  
Consolidated Statement of Members' Equity  
with Consolidating Information  
Year Ended December 31, 2023**

|                                   | Consolidating Information |                     |                     |                      | Noncontrolling Interest | Eliminations           | Consolidated         |
|-----------------------------------|---------------------------|---------------------|---------------------|----------------------|-------------------------|------------------------|----------------------|
|                                   | LUL                       | LGG                 | LGM                 | LHL                  |                         |                        |                      |
| <b>Balance, January 1, 2023</b>   | \$ 24,235,217             | \$ 3,741,645        | \$ 1,272,624        | \$ 29,243,194        | \$ (1,273,220)          | \$ (29,249,486)        | \$ 27,969,974        |
| Net income                        | 8,916,906                 | 1,769,790           | 426,694             | 11,113,390           | 167,219                 | (11,113,390)           | 11,280,609           |
| Distributions                     | (7,662,017)               | -                   | -                   | (7,662,017)          | (241,286)               | 7,662,017              | (7,903,303)          |
| <b>Balance, December 31, 2023</b> | <u>\$ 25,490,106</u>      | <u>\$ 5,511,435</u> | <u>\$ 1,699,318</u> | <u>\$ 32,694,567</u> | <u>\$ (1,347,287)</u>   | <u>\$ (32,700,859)</u> | <u>\$ 31,347,280</u> |

**Landscapes Holding, LLC**  
**Consolidated Statement of Cash Flows**  
**with Consolidating Information**  
**Year Ended December 31, 2023**

|  | Consolidating Information |                  |                  |                  | Eliminations       | Consolidated       |
|--|---------------------------|------------------|------------------|------------------|--------------------|--------------------|
|  | LUL                       | LGG              | LGM              | LHL              |                    |                    |
| <b>Operating Activities</b>  |                           |                  |                  |                  |                    |                    |
| Net income   | \$ 8,916,906              | \$ 1,937,009     | \$ 426,694       | \$ 11,113,390    | \$ (11,113,390)    | \$ 11,280,609      |
| Items not requiring (providing) cash   |                           |                  |                  |                  |                    |                    |
| Depreciation   | 1,849,868                 | 583,710          | 15,853           | -                | -                  | 2,449,431          |
| Gain on disposal of property and equipment   | (159,629)                 | (87,437)         | -                | -                | -                  | (247,066)          |
| Equity in operations of unconsolidated golf courses  | -                         | (497,079)        | -                | -                | -                  | (497,079)          |
| Equity in operations of subsidiaries   | -                         | -                | -                | (11,113,390)     | 11,113,390         | -                  |
| Distributions in excess of income of subsidiaries  | -                         | -                | -                | 7,662,017        | (7,662,017)        | -                  |
| Changes in   |                           |                  |                  |                  |                    |                    |
| Contract receivables   | (4,618,638)               | -                | -                | -                | -                  | (4,618,638)        |
| Trade and membership receivables   | -                         | 26,889           | (428,666)        | -                | -                  | (401,777)          |
| Due from related parties   | 782,428                   | -                | (239,995)        | -                | (784,242)          | (241,809)          |
| Other receivables  | 53,018                    | -                | -                | -                | -                  | 53,018             |
| Inventories  | 469,865                   | (19,589)         | (42,445)         | -                | -                  | 407,831            |
| Contract assets - retainage  | 847,466                   | -                | -                | -                | -                  | 847,466            |
| Contract assets - costs and estimated earnings in excess of billings on uncompleted contracts      | (148,394)                 | -                | -                | -                | -                  | (148,394)          |
| Prepaid expenses   | (65,121)                  | (47,073)         | (20,842)         | -                | -                  | (133,036)          |
| Accounts payable   | (2,739,678)               | 129,379          | 91,733           | -                | -                  | (2,518,566)        |
| Accounts payable to related parties  | -                         | (635,744)        | (148,498)        | -                | 784,242            | -                  |
| Accrued liabilities  | (1,410,095)               | 72,047           | 154,230          | -                | -                  | (1,183,818)        |
| Contract liabilities - billings in excess of costs and estimated earnings on uncompleted contracts | 216,915                   | -                | -                | -                | -                  | 216,915            |
| Deferred revenue   | -                         | 59,264           | -                | -                | -                  | 59,264             |
| Other  | 148,103                   | -                | -                | -                | -                  | 148,103            |
| Net cash provided by (used in) operating activities  | <u>4,143,014</u>          | <u>1,521,376</u> | <u>(191,936)</u> | <u>7,662,017</u> | <u>(7,662,017)</u> | <u>5,472,454</u>   |
| <b>Investing Activities</b>  |                           |                  |                  |                  |                    |                    |
| Distributions received from unconsolidated golf courses  | -                         | 505,475          | -                | -                | -                  | 505,475            |
| Proceeds from disposal of property and equipment   | 570,311                   | 155,175          | -                | -                | -                  | 725,486            |
| Purchase of property and equipment   | (5,152,673)               | (344,741)        | (13,635)         | -                | -                  | (5,511,049)        |
| Other  | (451,752)                 | 3,169            | (92,530)         | -                | -                  | (541,113)          |
| Net cash provided by (used in) investing activities  | <u>(5,034,114)</u>        | <u>319,078</u>   | <u>(106,165)</u> | <u>-</u>         | <u>-</u>           | <u>(4,821,201)</u> |

**Landscapes Holding, LLC**  
**Consolidated Statement of Cash Flows**  
**with Consolidating Information - Continued**  
**Year Ended December 31, 2023**

|   | Consolidating Information |                     |                   |             | Eliminations | Consolidated         |
|---|---------------------------|---------------------|-------------------|-------------|--------------|----------------------|
|   | LUL                       | LGG                 | LGM               | LHL         |              |                      |
| <b>Financing Activities</b>                             |                           |                     |                   |             |              |                      |
| Principal payments on long-term debt                    | \$ (1,084,620)            | \$ (942,433)        | \$ -              | \$ -        | \$ -         | \$ (2,027,053)       |
| Distributions to noncontrolling interests               | -                         | (241,286)           | -                 | -           | -            | (241,286)            |
| Distributions   | (7,662,017)               | -                   | -                 | (7,662,017) | 7,662,017    | (7,662,017)          |
| Net cash used in financing activities                   | (8,746,637)               | (1,183,719)         | -                 | (7,662,017) | 7,662,017    | (9,930,356)          |
| <b>Change in Cash and Cash Equivalents</b>              | (9,637,737)               | 656,735             | (298,101)         | -           | -            | (9,279,103)          |
| <b>Cash and Cash Equivalents, Beginning of Year</b>     | 16,631,876                | 2,343,944           | 981,833           | -           | -            | 19,957,653           |
| <b>Cash and Cash Equivalents, End of Year</b>           | <u>\$ 6,994,139</u>       | <u>\$ 3,000,679</u> | <u>\$ 683,732</u> | <u>\$ -</u> | <u>\$ -</u>  | <u>\$ 10,678,550</u> |
| <b>Supplemental Cash Flows Information</b>              |                           |                     |                   |             |              |                      |
| Interest paid   | \$ 195,260                | \$ 379,205          | \$ -              | \$ -        | \$ (22,858)  | \$ 551,607           |
| Direct financing acquisitions of property and equipment | \$ 184,309                | \$ 633,310          | \$ -              | \$ -        | \$ -         | \$ 817,619           |

**ATTACHMENT #8**

**2.1 BID FORM**

Bid Package: Player’s Course Construction

Date: June 28, 2024 & July 22, 2024 (RETURN DATE: August 5, 2024 @ 2 pm PDT)

Project: **Players Course Redesign**

Owner: The City of Indian Wells, Indian Wells, California

Golf Course Manager Troon Golf  
Robin Graf, General Manager  
44-500 Indian Wells Lane Indian Wells, CA 92210

Golf Architect: John Fought Design  
8040 E Morgan Trail #18  
Scottsdale AZ 85254

Irrigation Designer: Fairway Irrigation ~ David Yoshimura  
77-605 Delaware Place  
Palm Desert, CA 92211

The undersigned, hereby proposes to furnish at its own cost and expense all supervision, labor, materials, tools, equipment, facilities, and insurance necessary to fully complete the work itemized below in accordance with the construction drawings and specifications as itemized in this Bid Package.

**NOTE TO BID FORM:**

The following specifications and details are to be used in conjunction with the DESIGNER’S plans. In the performance of all work described herein, the CONTRACTOR is expected to follow the DESIGNER’S plans as well as the Site Visit Notes generated by periodic visits to the site by the DESIGNER and /or his representative during construction. All work performed must conform to the Plans, Specifications, and Site Visit Notes to the satisfaction of the DESIGNER and OWNER. The General Conditions of the Contract for Construction (AIA Document A201) apply.

It should be understood that **all** quantities shown are estimates. The CONTRACTOR is expected to confirm these quantities; if a recalculation of the quantities is not indicated, this will be interpreted as an agreement with these estimates. Please review section 5.1 Administration Procedures carefully as they will be stringently followed throughout the process.



**MOBILIZATION & CONTRACTOR OVERHEAD:**

This includes the movement of all equipment and personnel to the site and the set-up of the construction operation on the site per requirements as stipulated by owner. It also includes the golf contractors project overhead.

**TOTAL MOBILIZATION & CONTRACTOR OVERHEAD** **\$1,893,750.00**

**EROSION CONTROL:**

- A) Silt Fence (unit price) \$ 8.00/L.F.
- B) Hay Bales (unit price) \$ 35.00/bale
- C) Straw Waddle (unit price) \$ 7.00/L.F.
- D) Construction Entrance \$ 8,500.00

**ALLOWANCE** **\$150,000**

**DEMOLITION:**

- A) Removal of old concrete cart path (Bury on site):  
     Remove 118,724 S.F. of old path @ = \$6.15 \$ 730,152.60
- B) Tree & Brush clearing (as per plans & specifications):  
     Clearing 3.87 ac. @ \$ 176,330.00/ac. = \$ 682,397.10
- C) Drainage Parts removal: 3,681 L.F. of pipe & 23 catch basins:  
\$ 70,195.00
- D) Turf Tilling (Golf Superintendent to spray with Glyphosate):  
     57.9 ac. Tilling old turf @ \$ 6,200.00/ac. = \$ 358,980.00

**TOTAL DEMOLITION** **\$ 1,841,724.70**

**EARTHWORK:**

Contractor will be responsible for staying within golf course boundaries as indicated on the plans throughout the construction process. This item includes proper procedures to control dust and airborne particles from leaving the construction site. Owner will supply water.

- A) Earthmoving of material: 115,130 yd3 @ \$ 10.50 /yd3 = \$ 1,208,865

B) Shaping: Shaping of all golf features and playing areas as outlined on the plans = \$ 730,095.00

**TOTAL EARTHWORK** \$ 1,938,960

**DRAINAGE:**

The following drainage items will be constructed in accordance with the Plans & Specifications.

PIPE:

A) 4-inch Solid CPP - 12,045 L.F. @ \$47.60/L.F. = \$ 573,342.00

DRAINAGE STRUCTURES:

A) 12 inch catch basins 90 @ \$2,805.00ea. = \$ 252,450.00

B) New Sumps (6 X 6 X 6) 5 @ \$1,735.00ea. = \$ 8,675.00

**TOTAL DRAINAGE** \$ 834,467.00

**FEATURE CONSTRUCTION:**

A) Greens:

- NEW GREENS (9) To be constructed per plans to USGA Recommended Specification (see detail).

54,633 S.F. @ \$ 19.80 /S.F. = \$ 1,081,733.40

- EXISTING GREENS (12) remove thatch layer (4 inches), install 4 inches of new mix and till

65,151 S.F. @ \$ 7.60 /S.F. = \$ 495,147.60

B) Tees: To be built out of native material (laser leveled)  
137,968 SF @ \$ 4.55 /SF = \$ 627,754.40

C) bunkers: As per plans and specifications. Please note: all bunkers to be lined – 65% Capillary Concrete; 35% JM Evalith (See details).

83,139 S.F. @ \$ 20.75 /S.F. = \$ 1,725,134.25

**TOTAL FEATURE CONSTRUCTION** \$ 3,929,769.65

**CART PATHS:**

The cart paths will consist of 7-foot-wide cart path with aggregate finish (See Specifications).

A) Cart paths:

Golf Course 79,861 S.F. @ \$11.80/S.F. = \$ 942,359.80

B) Curbing 3,000 L.F. @ \$23.25/L.F. = \$ 69,750.00

C) FIRE ROAD (16 foot wide) 63,702 S.F. @ \$ 22.40 /S.F. = \$ 1,426,924.80

**TOTAL CART PATH** \$ 2,439,034.60

**FINISHING:**

The overall construction process is so disruptive that it becomes necessary to partially reshape everything. For instance, the final shapes of the critical areas like putting surfaces and tees must be recreated. The finishing, therefore, becomes the final touch to tie it all together. The finishing also prepares the ground for planting turf by producing a proper seedbed.

**FINISHING (Lump Sum)** \$ 699,800.00

**GRASSING:**

A) Greens:

Tifeagle sprigs - 119,784 @ \$1.50/S.F. = \$ 179,676.00

B) Playing Areas:

38.43 acres of sprigged 419 Tifway grass @ \$13,965.00/ac. = \$ 536,674.95

C) Sod:

160,000 S.F of 419 Tifway Bermuda sod @ \$63,925.00/ac. = \$ 235,244.00

**TOTAL GRASSING** \$ 951,594.95

**BONDING:**

|                      |                                     |
|----------------------|-------------------------------------|
| A) Bid Bond          | \$ <u>    N/A    </u>               |
| B) Performance Bond  | \$ <u>    171,247.00    </u>        |
| <b>TOTAL BONDING</b> | <b>\$ <u>    171,247.00    </u></b> |

**BID SUMMARY:**

|                                    |                                  |
|------------------------------------|----------------------------------|
| MOBILIZATION & CONTRACTOR OVERHEAD | \$ <u>  1,893,750.00  </u>       |
| EROSION CONTROL                    | \$   150,000                     |
| DEMOLITION                         | \$ <u>  1,841,724.70  </u>       |
| EARTHWORK                          | \$ <u>  1,938,960.00  </u>       |
| DRAINAGE                           | \$ <u>    834,467.00  </u>       |
| IRRIGATION                         | \$ <u>  2,068,445.00  </u>       |
| FEATURE CONSTRUCTION               | \$ <u>  3,929,769.65  </u>       |
| CART PATHS                         | \$ <u>  2,439,034.60  </u>       |
| FINISHING                          | \$ <u>    699,800.00  </u>       |
| GRASSING                           | \$ <u>    951,594.95  </u>       |
| BONDING                            | \$ <u>    171,247.00  </u>       |
| <b>TOTAL BID</b>                   | <b>\$ <u> 16,918,792.90 </u></b> |

(In Words): Sixteen Million Nine Hundred Eighteen Thousand Seven Hundred Ninty Two Dollars and Ninty Cents

By: Sperber Landscape Companies, LLC.  
Company Name

Erika Murata / Business Developer  
Name/Title

Bidder's Name: Sperber Landscape Companies, LLC.

**Provisional Contingency Quantity and Unit Pricing**

Field modifications may require additions or deletions to the proposed work. The unit items shall be used to determine the amount of additional compensation to the Contractor and/or the credit amount to be reimbursed to the Owner. The prices below must reflect all materials, taxes, supervision, labor, equipment charges and any other expenses associated with the installation of each item. Materials included in the unit price and provisional contingency quantities must be the same as materials called out on the design drawing and shall meet all requirements of the specification document.

**Rain Bird Golf Remodel  
Contingency Unit Price – Revised 9/23/2024**

Include all materials, labor and equipment (sprinklers, connectors, swing joints, pipe, glue, fittings, wire, etc.) for complete installation of each item. Price all items listed even if the item may not appear on the plans.

| <u>Item</u>                            | <u>Quantity</u> | <u>Unit Price</u> | <u>Extended Total</u> |
|--|-----------------|-------------------|-----------------------|
| 1. Rain Bird A-702E-70-36              | 10              | \$ 535 ea.        | \$ 5,350              |
| 2. Rain Bird A-752-70-36               | 15              | \$ 560 ea.        | \$ 8,400              |
| 3. Rain Bird A-752-70-22               | 10              | \$ 560 ea.        | \$ 5,600              |
| 4. Rain Bird 5004 Rotor                | 10              | \$ 120 ea.        | \$ 1,200              |
| 5. Rain Bird 1804 SAM-PRS              | 10              | \$ 45 ea.         | \$ 450                |
| 6. #5 Quick Coupling Valve             | 2               | \$ 400 ea.        | \$ 800                |
| 7. Sub-main Isolation valve (#8431GGQ) | 5               | \$ 840 ea.        | \$ 4,200              |
| 8. 1" Brass Electric Control Valve- RB | 5               | \$ 600 ea.        | \$ 3,000              |
| 9. 1 ½" Brass Elec. Control Valve- RB  | 2               | \$ 820 ea.        | \$ 1,640              |
| 10. 1 ½" Wilkins 600XL                 | 1               | \$ 1,130 ea.      | \$ 1,130              |
| 11. Air Release Valve                  | 1               | \$ 1,545 ea.      | \$ 1,545              |
| 12. Mainline RW Gate Valve – 12"       | 1               | \$ 4,750 ea.      | \$ 4,750              |
| 13. Mainline RW Gate Valve – 10"       | 1               | \$ 3,500 ea.      | \$ 3,500              |
| 14. Mainline RW Gate Valve – 8"        | 1               | \$ 2,980 ea.      | \$ 2,980              |
| 15. Mainline RW Gate Valve – 6"        | 1               | \$ 1,900 ea.      | \$ 1,900              |
| <b>Total Contingency</b>               |                 |                   | <b>\$ 46,445</b>      |

**2.2 GOLF COURSE CONSTRUCTION PERSONNEL**

**Construction Superintendent**

|                      |   |
|----------------------|---|
| Name:                | Alejandro Gutierrez   |
| Years Experience:    | 30 Years  |
| Years with Company:  | 2 Years   |
| Previous 5 Projects: | Pearl CC, Spanish Trails, Club Campestre de Leon,<br>Tiburon Golf Club, Wildcat Golf Course |

**Assistant Superintendent**

|                     |              |
|---------------------|--------------|
| Name:               | Arturo Lopez |
| Years Experience:   | 35 Years     |
| Years with Company: | 5 Years      |

**Shaping Crew**

**Lead Shaper**

|                     |                        |
|---------------------|------------------------|
| Name:               | James Estrada Pimentel |
| Years Experience:   | 35 Years               |
| Years with Company: | 10 Years               |

**Shaper**

|                   |                  |
|-------------------|------------------|
| Name:             | Francisco Dorado |
| Years Experience: | 30 Years         |
|                   | 23 Years         |

**Feature Construction**

|                     |                    |
|---------------------|--------------------|
| Foreman:            | Jose Miguel Dorado |
| Years Experience:   | 30 Years           |
| Years with Company: | 23 Years           |

**Irrigation System**

|                              |                     |
|------------------------------|---------------------|
| Construction Superintendent: | Alejandro Gutierrez |
| Years Experience:            | 30 Years            |
| Years with Company:          | 2 Years             |



**Finish Crew**

Foreman:

Jaime Roman

Years Experience:

8 Years

Years with Company:

5 Years

Previous 3 Projects:

Campus Commons, Sonoma Golf Club, Boulder Ridge

**2.3 BIDDER INFORMATION**

Company Name: Sperber Landscape Companies, LLC.  
 Physical Address: 30700 Russell Ranch Road # 120  
Westlake Village, CA 91362  
 Telephone: 310.579.6154  
 Fax Number: \_\_\_\_\_

Bonding Company: Alliant Services  
 Address: 333 S. Hope St Suite 3750  
Los Angeles, CA 90071  
 Telephone: 213.443.2476  
 OWNER'S Name: Maria Pena

Liability Insurance: Same as above  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 OWNER'S Name: \_\_\_\_\_

Workman's Compensation Insurance Company: Same As Above  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 OWNER'S Name: \_\_\_\_\_

Federal Tax ID Number: 82-4450778

Signature: *Erika Murata*

Print Name and Title: Erika Murata // Business Developer

**2.4 LIST OF PROPOSED SUB-CONTRACTORS**

Company Name: D.H.R Construction, Inc.  
 Contact: Joy Ramos  
 Address: 860 Green Island Rd.  
American Canyon, CA 94503  
 Phone Number: 707.552.6500  
 Fax Number: 707.552.6555  
 Phase of Work: Golf Construction

Company Name: Evergreen Turf  
 Contact: Jimmie Fox  
 Address: 11407 E. Germann  
Chandler, AZ 85286  
 Phone Number: 606.626.9959  
 Fax Number: \_\_\_\_\_  
 Phase of Work: Grassing

Company Name: So Cal Grading  
 Contact: Keith Gerdes  
 Address: 16291 Construction Circle  
Irvine, CA 92606  
 Phone Number: 949.424.5660  
 Fax Number: \_\_\_\_\_  
 Phase of Work: Grading

Company Name: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Phase of Work: \_\_\_\_\_

**2.5 LIST OF PROPOSED SUPPLIERS**

Name Evergreen Turf

Products Supplied: Sod & Sprigs for Grassing

Name West Coast Sand & Gravel

Products Supplied:  
Bulk Materials, Bunker Sand, Gravel and Greens Mix

Name Advanced Drainage Systems

Products Supplied: Drainage Materials

Name \_\_\_\_\_

Products Supplied: \_\_\_\_\_

Name \_\_\_\_\_

Products Supplied: \_\_\_\_\_

**2.6 MATERIALS SUBMITTALS**

Name \_\_\_\_\_

\_\_\_\_\_

Products Supplied \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INDIAN WELLS GOLF RESORT**

**PLAYERS REDESIGN ASSUMPTIONS**

Incorporated into the Council's Fy 2023-24 Adopted Golf Resort Budget

**Summary Worksheet**

**ROUNDS**

Closure 8 Months March 1 - October 31 (4 months in FY2025 4 months in FY2026)  
 Actuals by Round Type, by month, from March 2017 - October 2023  
 Using a 3 year average of 2017-2019 rounds, combined and weighted heavily with average of 2023 & 2024 actuals/forecast  
 Excluded covid years from averages  
 Conservatively did not build in any assumptions for gained rounds on Celebrity to increase 1 course utilization  
 Built in a 1% increase in Rounds YoY in FY2025 then again 1% for FY2026  
 March 2025 - June 2025 (4 months)  
**Lost rounds estimated at 15,500**  
 July 2025 - October 2025 (4 months)  
**Lost rounds estimated at 6,900**

**ADR**

Closure 8 Months March 1 - October 31 (4 months in FY2025 4 months in FY2026)  
 Actual ADR by Round Type, by month, from March 2017 - October 2023 and part of 2024  
 2023 actuals and 2024 forecasted numbers new ADR starting point

**GREEN FEE REVENUE**

**REVENUE**

**COS**

**Labor + Opex**

**NOI**

|   |                     |                |                  |                     |
|---|---------------------|----------------|------------------|---------------------|
| March 2025 - June 2025 (4 months in FY2025)   |                     |                |                  |                     |
| Lost rounds estimated at 15,500   | 15,500              |                |                  |                     |
| Forecast FY2025 for 4 month   | \$ 113.52           |                |                  |                     |
| Estimated lost revenue  | <b>\$ 1,759,560</b> |                |                  |                     |
| July 2025 - October 2025 (4 months in FY2026)   |                     |                |                  |                     |
| Lost rounds estimated at 6,900  | 6,900               |                |                  |                     |
| Forecasted FY2026 for 4 month   | \$ 106.50           |                |                  |                     |
| Estimated lost revenue  | <b>\$ 734,850</b>   |                |                  |                     |
| March 2025 - October 2025 (8 months)  |                     |                |                  |                     |
| <b>Total Estimated Rounds Lost</b>  | <b>\$ 22,400</b>    |                |                  |                     |
| <b>Total Estimated Green Fee Revenue Loss</b>   | <b>\$ 2,494,410</b> |                |                  |                     |
| COS Equal to \$4.62 per Round (historical Value)  |                     | \$ 103,488     |                  |                     |
| Forecasted ADR on Celebrity per round   | \$ 448,000          |                |                  |                     |
| Labor & OPEX - Agronomy historical at \$54.00 per player (excludes Utilities and Maintenance Equip) |                     |                | \$ 1,209,600     |                     |
| Labor & OPEX - Outside Services   |                     |                | \$ 7,000         |                     |
| Labor & OPEX - Utilities & Maintenance Equipment @ \$40k per month for 8 months                     |                     |                | \$ 320,000       |                     |
| <b>TOTAL NET LOSS GREEN FEE REVENUE</b>   | <b>\$ 2,046,410</b> | <b>103,488</b> | <b>1,536,600</b> | <b>\$ (406,322)</b> |

|                    |            |
|--------------------|------------|
| Percent of Revenue | <b>20%</b> |
| Council Goal       | <b>25%</b> |
| Variance           | <b>-5%</b> |

| Secondary Reasonableness Golf Labor and Opex Test | Test            |
|---|-----------------|
| Golf Maintenance FY                               |                 |
| 2023-24 Actual                                    | \$ 4,573,898    |
| Average spent on each                             |                 |
| Golf Course                                       | \$ 2,286,949    |
| Average spent for 8 months                        | \$ 1,532,256    |
| Variance to worksheet analysis                    | <b>\$ 4,344</b> |

| MERCHANDISE                                    | REVENUE           | COS                  | Labor + Opex              | NOI                |
|--|-------------------|----------------------|---------------------------|--------------------|
| March 2025 - June 2025 (4 months in FY2025)    |                   |                      |                           |                    |
| Lost rounds estimated at 15,500                | 15,500            |                      |                           |                    |
| FY2024 ADR for these 4 months                  | \$ 20.10          |                      |                           |                    |
| Growth of 3% in FY2025                         | \$ 20.70          |                      |                           |                    |
| Estimated lost revenue                         | \$ 320,897        |                      |                           |                    |
| July 2025 - October 2025 (4 months in FY2026)  |                   |                      |                           |                    |
| Lost rounds estimated at 6,900                 | 6,900             |                      |                           |                    |
| FY2025 ADR for these 4 months                  | \$ 19.50          |                      |                           |                    |
| Growth of 3% in FY2026                         | \$ 20.09          |                      |                           |                    |
| Estimated lost revenue                         | \$ 138,587        |                      |                           |                    |
| March 2025 - October 2025 (8 months)           |                   |                      |                           |                    |
| COS Equal to 55% AVG                           |                   | \$ 252,716           |                           |                    |
| Total Estimated Merch Revenue Loss             | \$ 459,483        |                      |                           |                    |
| Increased ADR on Merch Sales                   | \$ 80,000         |                      |                           |                    |
| Labor & OPEX Retail Payroll = \$1.30 per round |                   |                      | 29,120.00                 |                    |
| <b>TOTAL NET LOSS Merch Revenue</b>            | <b>\$ 379,483</b> | <b>\$ 252,715.65</b> | <b>\$ 29,120.00</b>       | <b>\$ (97,647)</b> |
|  |                   |                      | <b>Percent of Revenue</b> | <b>26%</b>         |
|  |                   |                      | <b>Council Goal</b>       | <b>27%</b>         |
|  |                   |                      | <b>Variance</b>           | <b>-1%</b>         |

| Range Rental & Other                           | REVENUE          | COS              | Labor + Opex              | NOI                |
|--|------------------|------------------|---------------------------|--------------------|
| March 2025 - June 2025 (4 months in FY2025)    |                  |                  |                           |                    |
| Lost tournament estimated at 3,550             | 3,550            |                  |                           |                    |
| Forecasted FY2025 Fee                          | \$ 10.00         |                  |                           |                    |
| Estimated lost revenue                         | \$ 35,500        |                  |                           |                    |
| July 2025 - October 2025 (4 months in FY2026)  |                  |                  |                           |                    |
| Lost tournament estimated at 1,500             | 1,500            |                  |                           |                    |
| Forecasted FY2026                              | \$ 11.00         |                  |                           |                    |
| Estimated lost revenue                         | \$ 16,500        |                  |                           |                    |
| March 2025 - October 2025 (8 months)           |                  |                  |                           |                    |
| Total Estimated Tournament Rounds Lost         | 5,050            |                  |                           |                    |
| COS Equal to 66% Service Charge Pay            |                  | \$ 34,320        |                           |                    |
| Labor & OPEX Savings - Labor is service charge |                  |                  | \$ -                      |                    |
| <b>Total Estimated Group Services Loss</b>     | <b>\$ 52,000</b> | <b>\$ 34,320</b> | <b>\$ -</b>               | <b>\$ (17,680)</b> |
|  |                  |                  | <b>Percent of Revenue</b> | <b>34%</b>         |
|  |                  |                  | <b>Council Goal</b>       | <b>N/A</b>         |
|  |                  |                  | <b>Variance</b>           | <b>N/A</b>         |



Council Agenda- October 24, 2024

| BEV CART                                      | REVENUE                    | COS                      | Labor + Opex               | NOI                        |
|---|----------------------------|--------------------------|----------------------------|----------------------------|
| March 2025 - June 2025 (4 months in FY2025)   |                            |                          |                            |                            |
| Lost rounds estimated at 15,500               | 15,500                     |                          |                            |                            |
| FY2024 ADR for these 4 months                 | \$ 7.38                    |                          |                            |                            |
| Growth of 3% in FY2025                        | \$ 7.60                    |                          |                            |                            |
| Estimated lost revenue                        | <u>\$ 117,822</u>          |                          |                            |                            |
| July 2025 - October 2025 (4 months in FY2026) |                            |                          |                            |                            |
| Lost rounds estimated at 6,900                | 6,900                      |                          |                            |                            |
| FY2025 ADR for these 4 months                 | \$ 8.43                    |                          |                            |                            |
| Growth of 3% in FY2026                        | \$ 8.68                    |                          |                            |                            |
| Estimated lost revenue                        | <u>\$ 59,912</u>           |                          |                            |                            |
| March 2025 - October 2025 (8 months)          |                            | \$ 53,320                |                            |                            |
| COS Equal to 30% F&B                          |                            |                          | \$ 29,120                  |                            |
| Labor & OPEX = \$1.30 per round               |                            |                          |                            |                            |
| <b>Total Estimated Merch Revenue Loss</b>     | <u><b>\$ 177,734</b></u>   | <u><b>\$ 53,320</b></u>  | <u><b>\$ 29,120</b></u>    | <u><b>\$ (95,294)</b></u>  |
|   |                            |                          | <b>Percent of Revenue</b>  | <b>54%</b>                 |
|   |                            |                          | <b>Council Goal</b>        | <b>38%</b>                 |
|   |                            |                          | <b>Variance</b>            | <b>16%</b>                 |
|   |                            |                          |                            |                            |
| BANQUET                                       | REVENUE                    | COS                      | Labor + Opex               | NOI                        |
| March 2025 - June 2025 (4 months in FY2025)   |                            |                          |                            |                            |
| Estimated lost revenue                        | \$ 741,149                 |                          |                            |                            |
| July 2025 - October 2025 (4 months in FY2026) |                            |                          |                            |                            |
| Estimated lost revenue                        | \$ 380,000                 |                          |                            |                            |
| March 2025 - October 2025 (8 months)          |                            | \$ 358,768               |                            |                            |
| COS Equal to 32% F&B                          |                            |                          | \$ 302,710                 |                            |
| Labor 27% of Revenue                          |                            |                          | \$ 123,326                 |                            |
| OPEX 11% of Revenue                           |                            |                          |                            |                            |
| <b>Total Estimated Merch Revenue Loss</b>     | <u><b>\$ 1,121,149</b></u> | <u><b>\$ 358,768</b></u> | <u><b>\$ 426,037</b></u>   | <u><b>\$ (336,345)</b></u> |
|   |                            |                          | <b>Percent of Revenue</b>  | <b>30%</b>                 |
|   |                            |                          | <b>Council Goal</b>        | <b>30%</b>                 |
|   |                            |                          | <b>Variance</b>            | <b>0%</b>                  |
|   |                            |                          |                            |                            |
| <b>TOTAL REVENUE LOSS</b>                     | <u><b>\$ 3,776,776</b></u> | <u><b>\$ 802,611</b></u> | <u><b>\$ 2,020,877</b></u> | <u><b>(953,288)</b></u>    |

**City of Indian Wells  
Long-Term Cash Flows**

|                          | 1                 | 2                 | 3                 | 4                 | 5                 | 6                 | 7                 | 8                 | 9                 | 10                |                   |
|--------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                          | 2025F             | 2026F             | 2027F             | 2028F             | 2029F             | 2030F             | 2031F             | 2032F             | 2033F             | 2034F             | TOTAL             |
| <b>Beginning Balance</b> | <b>24,978,520</b> | <b>28,193,698</b> | <b>31,401,802</b> | <b>34,589,981</b> | <b>37,743,924</b> | <b>40,847,736</b> | <b>43,883,800</b> | <b>46,832,636</b> | <b>49,672,740</b> | <b>52,380,419</b> |                   |
| Total Revenues           | 25,255,840        | 26,118,170        | 27,010,979        | 27,935,370        | 28,892,486        | 29,883,513        | 30,909,681        | 31,972,263        | 33,072,582        | 34,212,007        | 419,165,774       |
|                          |                   | 3.41%             | 3.42%             | 3.42%             | 3.43%             | 3.43%             | 3.43%             | 3.44%             | 3.44%             | 3.45%             |                   |
| Total Expenses           | 22,040,662        | 22,910,066        | 23,822,800        | 24,781,427        | 25,788,675        | 26,847,449        | 27,960,845        | 29,132,158        | 30,364,903        | 31,662,823        | 381,058,227       |
|                          |                   | 3.94%             | 3.98%             | 4.02%             | 4.06%             | 4.11%             | 4.15%             | 4.19%             | 4.23%             | 4.27%             |                   |
| <b>Total Surplus</b>     | <b>3,215,178</b>  | <b>3,208,104</b>  | <b>3,188,179</b>  | <b>3,153,943</b>  | <b>3,103,811</b>  | <b>3,036,064</b>  | <b>2,948,836</b>  | <b>2,840,105</b>  | <b>2,707,678</b>  | <b>2,549,185</b>  | <b>38,107,547</b> |
| <b>Ending Balance</b>    | <b>28,193,698</b> | <b>31,401,802</b> | <b>34,589,981</b> | <b>37,743,924</b> | <b>40,847,736</b> | <b>43,883,800</b> | <b>46,832,636</b> | <b>49,672,740</b> | <b>52,380,419</b> | <b>54,929,603</b> |                   |

**ATTACHMENT #10**