



## SPECIAL CITY COUNCIL Meeting Agenda

Wednesday, July 2, 2025

1:30 PM

City Hall Council Chamber

44950 Eldorado Drive, Indian Wells, CA 92210

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

**Live Stream:** 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 three 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 BRUCE WHITMAN  
MAYOR PRO TEM DANA REED  
COUNCIL MEMBER TOPER TAYLOR  
COUNCIL MEMBER BRIAN PENNA  
COUNCIL MEMBER GREG SANDERS

**B. APPROVAL OF THE FINAL AGENDA**

**C. PROCLAMATIONS AND PRESENTATIONS**

- C.1 Riverside County Fire Department Quarterly Update by Battalion Chief Matt Kotz**
- C.2 Riverside County Sheriff Quarterly Update by Special Enforcement Team Deputy Peter Prajin**
- C.3 Legislative Update from the Office of Senator Bogh Presented by District Representative Armando Martinez**
- C.4 Coachella Valley Rescue Mission Presentation by Development Director Scott Wolf**
- C.5 Palm Springs Navigation Center Presentation by Chief Operating Officer Rosa Verduzco**

**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 three minutes. Speakers will be alerted when their time is up.

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 Ordinance Adopting the Fire Hazard Severity Zone Map Published by the Office of the State Fire Marshall in Compliance with California Fire Code and Government Code Section 51179** 11

**RECOMMENDED ACTION:**

Council **ADOPTS** Ordinance No. 764 by title only and waives further reading adopting the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178; and

**FINDS** the project not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15060, 15061(b)(3), and 15378.

- G.2 Ordinance Requiring Emergency Access Preemption Systems on New and Existing Gated Community Access Points** 16

**RECOMMENDED ACTION:**

Council **ADOPTS** Ordinance No. 765 by title only and waives further reading adding Chapter 9.50 to Title 9 (Peace, Safety, and Morals) to require access by means of approved emergency vehicle preemption systems and vehicular gates; and

**FINDS** the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines sections 15060(c)(3) and 15061(b)(3).

**G.3 Approval of Council Liaison to the Children’s Discovery Museum of the Desert Board 22**

**RECOMMENDED ACTION:**

Council **SELECTS** and **APPROVES** Mayor Bruce Whitman to serve as the City’s non-voting liaison to the Children’s Discovery Museum of the Desert Board; and

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

**G.4 Council Member Taylor Event Attendance 25**

**RECOMMENDED ACTION:**

Council **APPROVES** Councilmember Taylor reimbursement for attendance at the Contact in the Desert on June 1, 2025; and

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

**G.5 Memorializing Eisenhower Walk of Honor Resident Eligibility Requirements 27**

**RECOMMENDED ACTION:**

Council **APPROVES** eligibility requirements for the Eisenhower Walk of Honor inclusion; and

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

**G.6 Resolution Amending Sections in Chapter 3.03 of the City Council Policy Manual 33**

**RECOMMENDED ACTION:**

Council **ADOPTS** Resolution amending Chapter 3.03 (Commissions, Committees and Boards) of the Indian Wells City Council Policy Manual; and

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



- G.7 Annual Update to Employee's Salary Range Schedule and FY 2025-26 Approved Employee Positions 44**

**RECOMMENDED ACTION:**

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

**APPROVES** the Fiscal Year 2025-26 Approved Positions List with Annual Salaries and Ranges; and

**DIRECTS** staff to post the employee salary range schedule on the City's website; and

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

- G.8 Approval of three-year Agreement with Riverside County Emergency Management Department for an Emergency Services Coordinator 51**

**RECOMMENDED ACTION:**

Council **APPROVES** a three-year agreement for an Emergency Services Coordinator with the Riverside County Emergency Management Department for July 1, 2025 through June 30, 2028; and

**AUTHORIZES** and **DIRECTS** the City Manager to execute the Agreement and future renewals for the same, except when a change in service level is required; and

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

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

77

**RECOMMENDED ACTION:**

Council **AUTHORIZES** and **DIRECTS** the City Attorney to prepare and the City Manager to execute a 180-day extension to the exclusive-negotiation agreements with Adobe Communities and Summit 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.10 City Treasurer's Report for April 2025**

80

**RECOMMENDED ACTION:**

Council **RECEIVES** and **FILES** the City Treasurer's Report for April 2025; and

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

**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 presentations. After the public has provided comment, the item is closed to further comment and brought to the Council for discussion and action.

**I.1 Amendment to Sheriff Services Agreement and Supplemental Appropriation for Motorcycle Purchases 99**

**RECOMMENDED ACTION:**

Council **APPROVES** an Amendment to the Sheriff Services Agreement with Riverside County; and

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

**AUTHORIZES** staff to develop an agreement with the City of Rancho Mirage to share public safety services and for the City Manager to execute; and

**APPROVES** a \$100,000 Supplemental Appropriation for costs associated with the purchase of two (2) new, fully equipped motorcycles; and

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

**I.2 Pilot Program-Temporary Installation of Speed Cushions Along Fairway Drive 104**

**RECOMMENDED ACTION:**

Council **DISCUSSES** and provides **DIRECTION** to initiate a pilot program to install temporary speed cushions along Fairway Drive; and

If appropriate, **APPROVES** a Supplemental Appropriation of \$109,000 from the City's General Fund to complete the pilot program as described in this report; and

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

### I.3 Stop Sign Warrant Study 106

**RECOMMENDED ACTION:**

Council **RECEIVES** and **FILES** the findings of the stop warrant studies conducted as part of the Safer Streets community discussions; and

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

## J. COUNCIL MEMBER REPORTS

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 Discussion of Future Agenda Item Relating to Councilmember Reimbursement Policy 109

**RECOMMENDED ACTION:**

Council **CONSIDERS** whether to place a discussion-and-action item on a future agenda regarding the City's councilmember-reimbursement policy; and

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

### J.2 Review of Purpose and Function of the Indian Wells Golf Resort Advisory Committee 111

**RECOMMENDED ACTION:**

Council **REVIEWS** and **DISCUSSES** the purpose and function of the Indian Wells Golf Resort Advisory Committee; and

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

**J.3 History of the Tee Committee**

116

**RECOMMENDED ACTION:**

Council **RECEIVES** and **FILES** this informational report on the history of the Tee Committee; and

**FINDS** the action is not a Project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5).

**K. COUNCIL MEMBER'S COMMENTS**

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

**K.1 COUNCIL MEMBER SANDERS**

Coachella Valley Animal Campus  
Cove Communities Service Commission  
Desert Sands Unified School District  
Desert Recreation District  
Indian Wells Marketing Committee  
Indian Wells Finance & Legal Oversight Committee  
Indian Wells Public Safety

**K.2 COUNCIL MEMBER PENNA**

Coachella Valley Mountain Conservancy  
Indian Wells Preservation Foundation  
Visit Greater Palm Springs  
Indian Wells Community Activities Committee  
Indian Wells Grants In Aid Committee  
Indian Wells Public Safety Committee

**K.3 COUNCIL MEMBER TAYLOR**

CVAG Homelessness Committee  
CVAG Public Safety Committee  
CVAG Transportation Committee  
Indian Wells Golf Resort Advisory Committee  
Riverside County Transportation Commission  
Southern California Association of Governments

**K.4 MAYOR PRO TEM REED**

CVAG Conservation Commission  
CVAG Energy & Sustainability Committee  
Desert Recreation District  
Indian Wells Marketing Committee  
Indian Wells Finance & Legal Oversight Committee  
Indian Wells Personnel Committee  
Indian Wells Tee Committee

**K.5 MAYOR WHITMAN**

California Joint Power Insurance Authority (JPJA)  
CVAG Executive Committee  
Cove Communities Services Commission  
Desert Sands Unified School District  
Indian Wells Golf Advisory Committee  
Indian Wells Personnel Committee  
Indian Wells Tee Committee  
Sunline Transit Agency

**L. ADJOURNMENT**

To a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on September 4, 2025 in the City Hall Council Chamber.

**Affidavit of Posting,**

I, Angelica Avila, certify that on June 26, 2025 I caused to be posted a notice of a Special Council Meeting to be held on July 2, 2025 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)]

---

Angelica Avila, MMC, City Clerk

# INDIAN WELLS CITY COUNCIL

## July 2, 2025



---

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Kristen Nelson, Administrative Services Manager  
**Subject:** **Ordinance Adopting the Fire Hazard Severity Zone Map Published by the Office of the State Fire Marshall in Compliance with California Fire Code and Government Code Section 51179**

### RECOMMENDED ACTIONS:

Council **ADOPTS** Ordinance No. 764 by title only and waives further reading adopting the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178; and

**FINDS** the project not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15060, 15061(b)(3), and 15378.

### CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The adoption of the ordinance designating Moderate, High and Very High Fire Hazard Severity Zones in the Local Responsibility Areas as recommended by the Office of the State Fire Marshal is exempt from CEQA because it can be seen with certainty that there is no possibility that the adoption of the ordinance may have a significant effect on the environment. (State CEQA Guidelines, § 15060, 15061(b)(3), and 15378)

### ATTACHMENTS:

1. Ordinance No. 764

**ATTACHMENT #1**  
**ORDINANCE NO. 764**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ADOPTING THE FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO GOVERNMENT CODE SECTION 51178; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTIONS 15060, 15061, AND 15378.**

**WHEREAS**, the California Department of Forestry and Fire Protection (CAL FIRE), pursuant to Government Code Section 51178, has developed updated Fire Hazard Severity Zone (FHSZ) maps for areas within Local Responsibility Areas (LRAs); and

**WHEREAS**, Government Code Sections 51175 through 51189 require local jurisdictions to adopt the FHSZ maps by ordinance, and to enforce the building standards for new structures in Very High Fire Hazard Severity Zones as established in the California Building Code and California Fire Code; and

**WHEREAS**, adoption of the FHSZ map will help the City reduce the risk of wildfire through updated planning and building standards and enable better protection of life, property, and natural resources; and

**WHEREAS**, the City of Indian Wells desires to adopt the FHSZ map as recommended by CAL FIRE to comply with state law and to ensure the health, safety, and welfare of the community.

**WHEREAS**, notice of a public hearing of the City Council of the City of Indian Wells to consider this Ordinance was given in accordance with applicable law; and

**WHEREAS**, on May 15, 2025, a public hearing on this Ordinance was held by the City Council; and

**WHEREAS**, after careful consideration of the staff report and all the information, evidence, and testimony presented at its public hearing, the City Council finds that this Ordinance is consistent with General Plan goals and policies pertaining to public safety.

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

**SECTION 1. Designation of Fire Hazard Severity Zones.** The City of Indian Wells hereby adopts and designates the Fire Hazard Severity Zones within the City as recommended by the California Department of Forestry and Fire Protection and presented in the map titled:

**“City of Indian Wells Fire Hazard Severity Zones Map,”** as set forth in **“Exhibit A”**

as maintained and published by the California Department of Forestry and Fire Protection.

This map is incorporated by reference and shall serve as the official FHSZ designation within the Local Responsibility Area for the City of Indian Wells.



**SECTION 2. Custodian of Records.** The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at 44950 Eldorado Drive, Indian Wells, CA 92210. The custodian of these records is the City Clerk.

**SECTION 3. 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.

Additionally, 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.

Moreover, the adoption of the updated Fire Hazard Severity Zone map is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308, as it constitutes an action taken by a regulatory agency for the protection of the environment.

**SECTION 4. Effective Date.** This Ordinance takes effect 30 days following its adoption.

**SECTION 5. Publication.** The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (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, shall 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 special meeting held on the 2nd day of July 2025.

---

**BRUCE WHITMAN**  
**MAYOR**

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

**CERTIFICATION FOR ORDINANCE NO. 764**

I, Angelica Avila, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that Ordinance No. 764, having been regularly introduced at the meeting of May 15, 2025, was again introduced, the reading in full thereof unanimously waived, and duly passed and adopted at a special meeting of the City Council held on the 2nd day of July, 2025 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:**

---

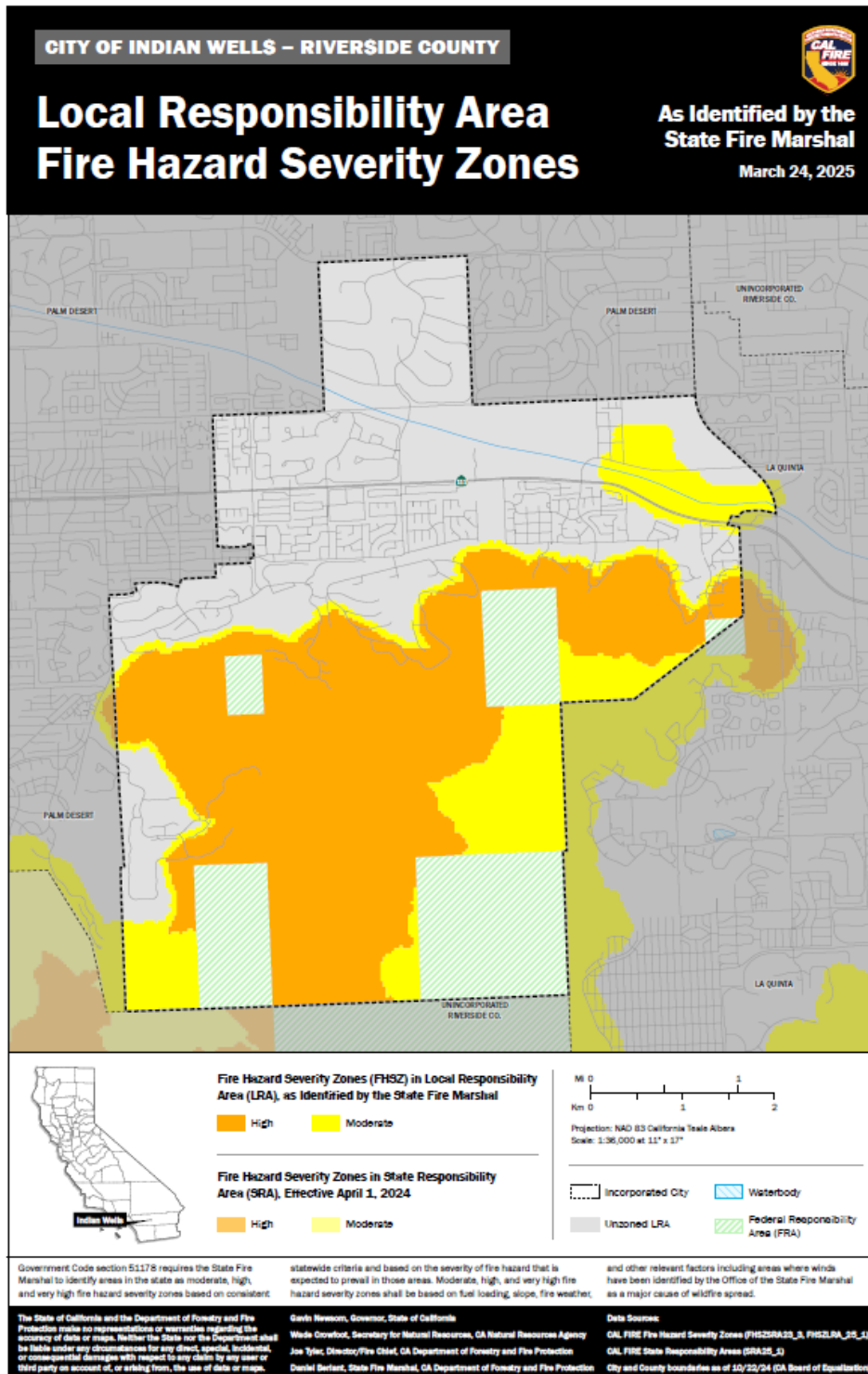
**ANGELICA AVILA**  
**CITY CLERK**

---

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

**Exhibit "A"**

**"City of Indian Wells Fire Hazard Severity Zones Map,"**



# INDIAN WELLS CITY COUNCIL

## July 2, 2025



---

**To:** City Council  
**From:** Community Development Department  
**Prepared by:** Wes Remaklus, Building Official/Code Enforcement Manager  
**Subject:** **Ordinance Requiring Emergency Access Preemption Systems on New and Existing Gated Community Access Points**

### RECOMMENDED ACTIONS:

Council **ADOPTS** Ordinance No. 765 by title only and waives further reading adding Chapter 9.50 to Title 9 (Peace, Safety, and Morals) to require access by means of approved emergency vehicle preemption systems and vehicular gates; and

**FINDS** the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines sections 15060(c)(3) and 15061(b)(3).

### CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15060(c)(3) & 15061(b)(3), as it can be seen with certainty that there is no possibility the ordinance may have a significant effect on the environment. The required equipment is low impact, installed on existing structures, and does not expand use or intensify development.

### ATTACHMENTS:

1. Ordinance No. 765

**ATTACHMENT #1**  
**ORDINANCE NO. 765**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ADDING CHAPTER 9.50 TO TITLE 9 (PEACE, SAFETY, AND MORALS) OF THE INDIAN WELLS MUNICIPAL CODE TO REQUIRE ACCESS BY MEANS OF APPROVED EMERGENCY VEHICLE PREEMPTION SYSTEMS AT VEHICULAR GATES, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).**

**WHEREAS**, the City of Indian Wells, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, the City is authorized by California Constitution Article XI, Section 7 to make and enforce within its limits all local ordinances, and regulations not in conflict with general laws;

**WHEREAS**, the City has the authority under Article 11, Section 5 of the California Constitution and the City Charter to make, amend, and enforce all ordinances and regulations with respect to municipal affairs to protect the public health, safety, and welfare; and

**WHEREAS**, the City places high value on protecting community charter, land values, and the general public, health, safety and welfare, and has previously adopted numerous ordinances to help ensure such protection; and

**WHEREAS**, the City seeks to ensure that all emergency responders have timely and reliable access to gated properties throughout the community in order to improve emergency response times and public safety; and

**WHEREAS**, the purpose of this Ordinance is to require the installation of City-approved emergency vehicle preemption systems at all automated vehicular access gates within the City of Indian Wells, for both existing and newly constructed gated properties, and new gates install at existing properties, in a manner consistent with the public safety objectives of the city; and

**WHEREAS**, on May 15, 2025, the City Council approved a \$15,000 supplemental appropriation to implement a limited-term rebate program offering \$500 per qualifying gate to assist gated properties with the timely installation of approved emergency access sensor systems; and

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have occurred.

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

**Section 1. Incorporation of Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

**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.

Additionally, 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. IWMC Addition.** Chapter 9.50 [Emergency Access to Vehicular Gates] of the Indian Wells Municipal Code is hereby added to read in its entirety as provided in Exhibit "A," attached hereto and incorporated within

**Section 4. Effective Date.** This Ordinance takes effect 30 days following its 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 shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council and the people of the City of Indian Wells hereby declare that they 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; Effective Date.** The City Clerk shall 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, shall 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 special meeting held on the 2nd day of July 2025.

---

**BRUCE WHITMAN**  
**MAYOR**

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

**CERTIFICATION FOR ORDINANCE NO. 765**

I, Angelica Avila, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that Ordinance , having been regularly introduced at an adjourned regular meeting of June 10, 2025 was again introduced, the reading in full thereafter unanimously waived, and duly passed and adopted at a special meeting of the City Council held on July 2, 2025 and said Ordinance was passed and adopted by the following stated vote, to wit:

AYES:  
NOES:

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

**ATTEST:**

**APPROVED AS TO FORM:**

---

**ANGELICA AVILA  
CITY CLERK**

---

**TODD LEISHMAN FOR  
BEST, BEST & KRIEGER  
CITY ATTORNEY**

## **EXHIBIT "A"**

### **Code Addition**

**Chapter 9.50 is hereby added to Title 9 Peace, Safety, and Morals, to read in its entirety as follows:**

#### **Chapter 9.50 Emergency Access to Vehicular Gates**

##### **§ 9.50.010 Purpose and Intent.**

The purpose of this chapter is to enhance public safety by ensuring timely and unobstructed access for emergency response vehicles to all gated properties within the City of Indian Wells. This chapter established minimum emergency access requirements for automated vehicular gates, mandating the installation of approved emergency vehicle preemption systems that are compatible with equipment used by all agencies providing emergency services to the City. This requirement is in addition to and does not replace or supersede other emergency access obligations established by federal law, state law, adopted fire code or other applicable regulations.

##### **§ 9.50.020 Definitions.**

For the purposes of this chapter, the following words and terms shall apply:

- a) "Emergency Vehicle Preemption System" means a wireless device capable of receiving signals from authorized emergency vehicles to automatically open vehicular gates.
- b) "Vehicular Access Gate" means any gate, barrier, or access control point that restricts vehicular entry to a property, regardless of whether the access is automated, or staffed by on-site personnel.
- c) "Gated Property" means any residential community, commercial site, or other development that restricts vehicular access through mechanical or electronic gate systems.

##### **§ 9.50.030 Applicability.**

- a) All exiting automated vehicular access gates within the City, whether located at residential gated communities, commercial properties, or other gated developments;
- b) All new, replacement, or additional vehicular access gates installed after the effective date of this ordinance, including any new gates added to existing properties or developments;
- c) This chapter shall apply to all automated vehicular access gates described herein, including gates that are staffed by personnel.



**§ 9.50.040 Installation Requirements.**

- a) All automated vehicular gates subject to this chapter shall be equipped with an emergency access preemption system approved by the City and compatible with the emergency response vehicle equipment used by all agencies serving the City of Indian Wells.
- b) Installation of the required system shall occur:
  - 1) Within twelve (12) months of the ordinance's effective date for existing gates;
  - 2) Prior to final inspection or occupancy for new replacement gates.
- c) The systems must remain operational at all times. If the gate is installed prior to completion of development, the emergency access system shall be active during construction.

**§ 9.50.050 Manual Override.**

All gates shall retain a City-approved manual override mechanism as a secondary access method.

**§ 9.50.060 Enforcement.**

- a) The City may conduct inspections to verify installation and functionality.
- b) Responsible parties must submit documentation of system type and operational status upon request of the City Official.

**§ 9.50.070 Violations.**

- a) Failure to comply with this chapter constitutes a violation of the Indian Wells Municipal Code and is subject to enforcement under Chapter 1.20
- b) Each day that a violation continues shall constitute a separate offense.
- c) A violation of this chapter is declared to be a public nuisance and may be abated in accordance with Chapter 8.08 of the Indian Wells Municipal Code, including all applicable provisions for notice, hearing, enforcement, and cost recovery.

**§ 9.50.080 Supplemental to Other Legal Requirements**

This ordinance shall not be construed to relieve any property owner, responsible party, or other entity from complying with other emergency access requirements established under the California Fire Code, the California Penal Code, or any other applicable law or regulation governing emergency access.

# INDIAN WELLS CITY COUNCIL

## July 2, 2025



---

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Angelica Avila, City Clerk  
**Subject:** **Approval of Council Liaison to the Children's Discovery Museum of the Desert Board**

### RECOMMENDED ACTIONS:

Council **SELECTS** and **APPROVES** Mayor Bruce Whitman to serve as the City's non-voting liaison to the Children's Discovery Museum of the Desert Board; and

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

### DISCUSSION:

The Children's Discovery Museum of the Desert (CDMoD) has long served as a regional educational and cultural resource, offering interactive learning experiences for children and families. The City of Indian Wells has historically supported the Museum through various partnerships and community initiatives.

In May 2025, the Museum formally requested the appointment of a City Council representative to serve in an ex officio capacity on its Board. This appointment would strengthen communication, foster collaboration, and ensure the City remains informed of the Museum's strategic direction and programming. The liaison will attend monthly board meetings and provide regular updates to the City Council and the community during City Council meetings. The cities of Rancho Mirage and Palm Desert currently have ex officio members serving on the CDMoD Board.

The ex officio role is non-voting and intended to serve as a liaison between the City and the Museum. The appointment would not require additional compensation or formal committee restructuring. Participation would include attending regular board meetings and providing updates to the City Council as needed. This appointment aligns with the City's commitment to supporting youth education, cultural enrichment, and regional partnerships.

Mayor Bruce Whitman has indicated that he wishes to be appointed to serve as the City Council's liaison to the Children's Discovery Museum of the Desert.

**FISCAL IMPACT:**

There is no fiscal impact associated with this appointment.

**ATTACHMENTS:**

1. Email Request

Angelica Avila

---

**From:** Angelica Avila  
**Sent:** Tuesday, June 17, 2025 11:44 AM  
**To:** Angelica Avila  
**Subject:** RE: Board and Fundraiser

---

**From:** Cindy Burreson <[exec@cdmod.org](mailto:exec@cdmod.org)>  
**Sent:** Monday, May 5, 2025 2:17 PM  
**To:** Chris Freeland <[cfreeland@indianwells.com](mailto:cfreeland@indianwells.com)>  
**Subject:** Board and Fundraiser

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

---

Hi Chris,

It was so nice to see you today. Thank you for touring this special place.

I am following up for that and two other reasons:

1. I want to invite City Council to get their tickets to attend our Joint Fundraiser with the Hanson House Foundation. We both celebrate and support kids and families and we are collaborating to bring awareness and support to our organizations. The invite is attached.

<https://www.eventbrite.com/e/martinis-and-bellinis-garden-cocktail-and-tea-party-tickets-1326025059649?aff=oddtcreator>

2. I want to invite a Councilmember to join our Board as an Ex-Officio Member. We have someone from Palm Desert and Rancho Mirage but would love to have representation from throughout the Valley.

Thank you so much for passing this on and for your ongoing support.

**Cindy Burreson**

Chief Executive Officer

Children's Discovery Museum of the Desert

# INDIAN WELLS CITY COUNCIL

## July 2, 2025



**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Angelica Avila, City Clerk  
**Subject:** **Council Member Taylor Event Attendance**

### RECOMMENDED ACTIONS:

Council **APPROVES** Councilmember Taylor reimbursement for attendance at the Contact in the Desert on June 1, 2025; 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](#)).

The Council Policy Manual Section 2.11.010 states the consent calendar staff report will include a description of the event, including the 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.

The Contact in the Desert is a non-profit conference dedicated to exploring the frontiers of knowledge in UAP, Artificial Intelligence, the future of technology and space travel, non-human intelligence, spirituality, and health & wellness.

Description (Date and Location)	Council Member	Total Cost	Public Purpose
<b>Contact of the Desert- Sunday, June 1, 2025, at 3:00 p.m.-5:00 p.m.- Renaissance Esmeralda Resort &amp; Spa, Indian Wells</b>	Taylor	\$159	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 allocates up to \$2,500 per Council Member for participation in governmental or public-purpose events. The Finance Department will monitor this expenditure and provide detailed monthly reports to the Senior Executive Assistant. The events outlined above are accounted for within the existing budget and do not result in any additional 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

## July 2, 2025



---

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Catherine Manning, Management Assistant  
**Subject:** **Memorializing Eisenhower Walk of Honor Resident Eligibility Requirements**

### RECOMMENDED ACTIONS:

Council **APPROVES** eligibility requirements for the Eisenhower Walk of Honor inclusion; and

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

### BACKGROUND:

The Indian Wells Eisenhower Walk of Honor is a living testimony to the distinguished military leader and President who made Indian Wells a part-time home. The Walk of Honor is a tribute to all the men and women who served in the nation's armed forces. Included in the Walk of Honor are U.S. veterans living and deceased, that have served in the United States Air Force, Army, Coast Guard, Navy, Marine Corps, and Space Force. In addition, members of the Merchant Marines and Women Airforce Service Pilots (WASP) also qualify. To be included in the Walk of Honor, you must be residents of Indian Wells, for a minimum of one year. The City recognizes residents who served their country honorably and with integrity.

The City pays tribute to its military service members through the Veteran's Memorial and Wall of Honor, a solemn and enduring symbol of gratitude. Conceptualized in 1999, constructed in 2000, and expanded in 2003, the memorial features seven-foot-high granite "Walls of Honor" inscribed with the names of Indian Wells residents who have served in the United States Armed Forces.

Each year, during the Veteran's Day Ceremony, new names are added to the wall, ensuring that the sacrifices and service of local veterans are permanently honored and remembered by the community.

Councilmember Sanders requested staff review the eligibility requirements for possible inclusion of other categories of veterans that are identified by the federal government onto the wall. 38 U.S.C. Sec. 101(2) defines "veteran" as a person who served in the

active military, naval or air service, and who was discharged or released therefrom under conditions other than dishonorable.

In keeping with the Indian Wells' commitment to honoring all who have served, the Wall of Honor will continue to evolve to reflect federal standards for veteran recognition. Staff recommend moving forward, residents who receive official recognition as a veteran by the Department of Veterans Affairs (e.g., Form DD214) and meet the City's minimum residency requirement will be eligible for inscription on the Wall of Honor.

This inclusive approach ensures that all who have served honorably in the United States Armed Forces are acknowledged for their dedication and sacrifice, preserving their legacy within our community for generations to come.

### **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).)

### **FISCAL IMPACT:**

There is no fiscal impact on the recommendation.

### **OPTIONS:**

The Council has the following options:

1. The Council approves the inclusion of those who receive official recognition as veterans by the Department of Veterans Affairs (e.g., Form DD214) and meet the City's minimum residency requirement will be eligible for inscription on the Wall of Honor.
2. Provides alternative direction.

### **ATTACHMENTS:**

1. Application for Inclusion
2. Resolution





## EISENHOWER WALK OF HONOR APPLICATION FOR INCLUSION

**In recognition of Indian Wells residents who have done and are doing their duty  
for their country, honorably and with integrity.**

The Eisenhower Walk of Honor at the City of Indian Wells is a living testimony to the distinguished military leader and President who made Indian Wells his part-time home. The Veteran's Memorial is comprised of seven-foot-high granite "Walls of Honor" inscribed with the names of Indian Wells residents who served in the armed forces. All U.S. veterans living and deceased who were/are residents of Indian Wells (for a minimum of one year) are eligible to have their names engraved. For additional information, please contact Catherine Manning at the City of Indian Wells at (760) 346-2489 or email [cmanning@indianwells.com](mailto:cmanning@indianwells.com)

**Note: Application must be submitted to City Hall no later than September 1st for Veteran's Day inclusion**

### **APPLICANT HISTORY (PLEASE PRINT):**

Name: \_\_\_\_\_

Indian Wells Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Years Served: \_\_\_\_\_

Resident of Indian Wells: From (Month/Year) \_\_\_\_\_ To (Month/Year) \_\_\_\_\_

### **ATTACHMENTS REQUIRED:**

- **Proof of Residency** (Indian Wells Property Owner I.D. card; copy of rent or lease agreement) (All U.S. veterans living and deceased, including members of the Merchant Marines and WASP'S who are or were residents of Indian Wells for at least one year are eligible for inclusion.)

### **ATTACHMENTS REQUIRED:**

- **Copy of poof of military service** (i.e., DD214 discharge papers or military identification card)
- **Documents indicating Veterans benefits**

**Please PRINT below as appropriate for inscription on the memorial.**

Rank (abbreviation only): \_\_\_\_\_

First Name: \_\_\_\_\_

Middle Initial: \_\_\_\_\_

Last Name: \_\_\_\_\_

Branch: Navy \_\_\_\_\_ Army \_\_\_\_\_ USMC \_\_\_\_\_ USCG \_\_\_\_\_ Other (specify) \_\_\_\_\_

**Please clearly indicate your full official title of your final rank or rate for the purpose of introductions at this year's Veteran's Day Ceremony.**

\_\_\_\_\_  
(i.e. Staff Sergeant, Lieutenant, Radioman, Technician Fifth Grade, etc. - NO ABBREVIATIONS PLEASE)

**ATTACHMENT #2**  
**RESOLUTION NO. 2025-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN  
WELLS, CALIFORNIA, ADOPTING THE EISENHOWER WALK OF  
HONOR RESIDENT ELIGIBILITY REQUIREMENTS**

**WHEREAS**, the Walk of Honor stands as a lasting tribute to all the men and women who served in the United States Armed Forces; and

**WHEREAS**, each year, during the Veteran's Day Ceremony, new names are added to the wall, ensuring that the sacrifices and service of local veterans are permanently honored and remembered by the community; and

**WHEREAS**, eligibility for inclusion in the Walk of Honor required official recognition as a veteran by the Department of Veterans Affairs and fulfillment of the City's minimum residency requirement; and

**WHEREAS**, in keeping with the City of Indian Wells' enduring commitment to honoring all who have served, the Walk of Honor will continue to evolve in an alignment with federal standards for veteran recognition; and

**WHEREAS**, this inclusive approach ensures that all individuals who have served honorably in the United States Armed Forces are acknowledge for their dedication and sacrifice, preserving their legacy within our community for generations to come.

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

**SECTION 1.** The City Council hereby **ADOPTS** Resolution.

**SECTION 2.** The City Council hereby **ADOPTS** the Eisenhower Walk of Honor Resident Eligibility Requirements set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**SECTION 3.** This Resolution shall take effect upon adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Indian Wells, California, at a special meeting held on this 2<sup>nd</sup> day of July 2025.

---

**BRUCE WHITMAN**  
**MAYOR**

**CERTIFICATION FOR RESOLUTION NO. 2025-\_\_\_\_**

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 a special meeting of the City Council of the City of Indian Wells on the 2<sup>nd</sup> day of July, 2025, by the following vote:

AYES:

NOES:

**ATTEST:**

**APPROVED AS TO FORM:**

---

**ANGELICA AVILA**  
**CITY CLERK**

---

**TODD LEISHMAN FOR**  
**BEST, BEST & KRIEGER**  
**CITY ATTORNEY**

**Exhibit "A"**  
**EISENHOWER WALK OF HONOR**  
**REQUIREMENTS AND POLICY GUIDELINES**

**PURPOSE:** The Eisenhower Walk of Honor is a distinguished tribute established by the City of Indian Wells to recognize and honor the men and women who have served in the United States Armed Forces. This memorial reflects the City's deep appreciation for the sacrifices and service of its veteran residents, both living and deceased. Honorees are recognized annually during the Veterans Day Ceremony, and their names are permanently inscribed on the granite Walls of Honor at the Eisenhower Walk of Honor and Veterans Memorial.

**ELIBILITY CRITERIA:** To ensure consistency with federal standards and to honor all eligible individuals who have served the United States with distinction, the following eligibility criteria shall apply for inclusion on the Eisenhower Walk of Honor:

1. Veteran Status and Federal Definition: Eligibility requirements for inclusion are categories of veterans that are identified by the federal government onto the wall. 38 U.S.C. Sec. 101(2) defines "veteran" as a person who served in the active military, naval or air service, and who was discharged or released therefrom under conditions other than dishonorable.
2. Residency Requirement: Must have been a resident of the City of Indian Wells for a minimum of one year, either currently or in the past.

**APPLICATION REQUIREMENTS:** Applicants or their representatives must submit a completed Eisenhower Walk of Honor Application for Inclusion, along with the following supporting documentation:

- **Proof of Residency:** Acceptable documents include, but are not limited to:
  - Indian Wells Property Owner Identification Card
  - Utility bill showing name and Indian Wells address
  - Other official documentation verifying residency in Indian Wells for a minimum of one year
- **Proof of Military Service:** Acceptable documents include:
  - DD214 discharge papers
  - Military identification card
  - VA benefits documentation
  - Official correspondence from the U.S. Department of Veterans Affairs confirming veteran status

**REVIEW AND APPROVAL PROCESS:** All submitted materials will be reviewed by City staff to ensure compliance with the program's eligibility standards.

- **City Staff Review:** Staff will verify that all application materials are complete and meet the established criteria.
- **Notification:** Applicants will be contacted if additional information or clarification is required.
- **Final Determination:** Inclusion decisions are made based on the applicant's fulfillment of all eligibility requirements. Approved names will be scheduled for engraving and recognition at the next Veterans Day Ceremony.

# INDIAN WELLS CITY COUNCIL

## July 2, 2025



---

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Angelica Avila, City Clerk  
**Subject:** **Resolution Amending Sections in Chapter 3.03 of the City Council Policy Manual**

### RECOMMENDED ACTIONS:

Council **ADOPTS** Resolution amending Chapter 3.03 (Commissions, Committees and Boards) of the Indian Wells City Council Policy Manual; and

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

### DISCUSSION:

The City Council adopted a City Council Policy Manual (Manual) to establish clear policies and procedures governing the conduct of the City's legislative body. This Manual outlines rules by which the City Council conduct official business and direct operations of the City.

These procedures promote transparency, consistency, and efficiency. To maintain relevance and effectiveness, the Council conducts an annual review and may consider updates to the Manual. This process allows for:

- Evaluation of current operations and practices
- Identification of opportunities to improve administrative efficiency
- Implementation of changes that reflect evolving priorities or legal requirements
- Enhancements to how the City conducts its legislative and administrative business

The last Council Policy update was adopted on May 16, 2024.

### Amendments to Committee-related Rules

Chapter 3.03 of the Manual addresses Council oversight and governance of commissions, committees and boards. Staff recommend that the Council amend two sections of the

chapter, sections 3.03.050 (Appointment of Resident Members) and 3.03.070 (Policy for Selection and Appointment of Resident Members).

### **Section 3.03.050: Annual Brown Act and Ethics Training**

Specifically, staff recommend that the Council make the mandatory Brown Act and ethics training an annual requirement for all members of City committees. This initiative is intended to ensure compliance with California's open meeting laws and to enhance transparency and accountability in local governance. Recent legal interpretations and best practices suggest that advisory bodies should be trained in Brown Act compliance to avoid inadvertent violations, especially when their recommendations influence policy decisions.

### **Section 3.03.070: Clarifying Nature of Service**

Staff also recommend revisions to the provisions of the Manual governing the removal of committee members. These changes aim to clarify the grounds, process, and authority for removing members from City committees to ensure fairness, transparency, and accountability.

### **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. Redline Amendments

**ATTACHMENT #1**  
**RESOLUTION NO. 2025-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS,  
CALIFORNIA, AMENDING CHAPTER 3.03 OF THE INDIAN WELLS  
MUNICIPAL CODE RELATING TO COMMISSIONS, COMMITTEES, AND  
BOARDS TO REQUIRE BROWN ACT TRAINING AND ESTABLISH A  
PROCESS FOR REMOVAL OF APPOINTED MEMBERS**

**WHEREAS**, the City of Indian Wells has established various commissions, committees, and boards to advise the City Council and assist in the governance of the City; and

**WHEREAS**, the City Council desires to ensure that all appointed members of such bodies are knowledgeable about and comply with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.); and

**WHEREAS**, the City Council also finds it necessary to establish a clear and consistent process for the removal of appointed members who fail to meet their obligations or otherwise act contrary to the public interest; and

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

**SECTION 1.** The Indian Wells City Council Policy Manual is hereby amended as indicated in Exhibit "A".

**SECTION 2.** This Resolution shall take effect upon adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Indian Wells, California, at a special meeting held on this 2<sup>nd</sup> day of July 2025.

---

**BRUCE WHITMAN**  
**MAYOR**

**CERTIFICATION FOR RESOLUTION NO. 2025-\_\_\_\_**

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 a special meeting of the City Council of the City of Indian Wells on the 2<sup>nd</sup> day of July, 2025, by the following vote:

AYES:

NOES:

**ATTEST:**

---

**ANGELICA AVILA**  
**CITY CLERK**

**APPROVED AS TO FORM:**

---

**TODD LEISHMAN FOR**  
**BEST, BEST & KRIEGER**  
**CITY ATTORNEY**



**Exhibit "A"**

*(Provided as Attachment #2)*

**ATTACHMENT #2**  
**CHAPTER 3.03**  
**COMMISSIONS, COMMITTEES AND BOARDS**

Sections:

- 3.03.010 Introduction.
- 3.03.020 Council Relationship with Commissions, Committees and Boards.
- 3.03.030 Role of Ex-Officio Member.
- 3.03.040 Work Plan.
- 3.03.050 Appointment of Resident Members.
- 3.03.060 Membership of Current Commissions, Committees and Boards.
- 3.03.070 Policy for Selection and Appointment of Resident Members.
- 3.03.080 Simultaneous Service Prohibition.
- 3.03.090 Annual Review of Commission, Committee and Board Relevance.

**3.03.010 INTRODUCTION.**

The Council shall establish such commissions, committees, and boards as it deems appropriate to provide recommendations. Committees may be either standing committees, or ad hoc committees established by the Council from time to time. Each Commission, Committee, and Board shall be advisory only, unless otherwise specified in the resolution or motion establishing the Commission, Committee, or Board, and shall be established by a specific resolution or motion with its purpose, duties, and number of members defined by the resolution or motion. In addition, the Council periodically appoints persons other than Council Members to certain outside organizations or regional authorities listed in Section 3.04.010. Such outside organizations and regional authorities shall be governed by their own policies.

**3.03.020 COUNCIL RELATIONSHIP WITH COMMISSIONS, COMMITTEES AND BOARDS.**

Council Members must recognize that it is important for Commissioners and Committee Members to be able to make objective recommendations on items related to the City. Council Members must be certain that any opinion expressed to members of Commissions and Committees are clearly identified as individual personal opinions, unless official Council action has been taken on the subject in question.

The Council has determined that Council Members should not lobby Commissioners, Committee, or Board Members for votes. However, Council Members may attend meetings in their unofficial capacity as residents and request that Commissioners, Committee, or Board Members consider certain issues during their deliberations or may do so in unusual instances in their capacity as Council Members to reflect the views of the Council as a body. Council Members should not engage in advocacy before a Commissioners, Committee, or Board on any matter which will likely thereafter come before the Council at a public hearing.

Council Members choosing to attend Commission, Committee, or Board meetings should be sensitive to the fact that they are not participating members of the body. Council Members have

the rights, and only the rights, of ordinary citizens with respect to Commission, Committee, or Board– including the right to write to and speak to the Commission, Committee, or Board during public comment periods.

### **3.03.030**      **ROLE OF EX-OFFICIO MEMBER.**

Members of the Council are assigned to serve in an ex-officio capacity to various City Committees. The purpose of the ex-officio assignment is to facilitate communication between the Council and the advisory body and to help to increase the Council's familiarity with the membership, programs, and issues of the advisory body. In fulfilling their ex-officio assignment, Council Members will attend Committee meetings to observe the activities and maintain communication with the Committee.

Ex-officio members should be sensitive to the fact they are non-voting members of the Committee. Being an ex-officio member bestows no special right with respect to the Commission, Committee or Board business.

### **3.03.040**      **WORK PLAN.**

All programs, projects, funding, and staffing requests must be approved by the Council. The work plan of every Commission, Committee and Board shall include those items under their purview along with any additional duties or assignments delegated to the body by the City Council.

### **3.03.050**      **APPOINTMENT OF RESIDENT MEMBERS.**

Resident members of each Commission, Committee, or Board shall be appointed by the Council during a regular or special meeting of the Council. The terms of all appointees shall expire on June 30. Appointees shall take office on July 1.

Council recommendations of residents to outside organizations and regional authorities shall be made during a regular or special meeting of the City Council. Resident terms on outside organization and regional authorities shall be subject to the policies and procedures of such outside organizations and regional authorities.

#### (a) Ralph M. Brown Act Training

The Ralph M. Brown Act Training mandates that meetings of legislative bodies of local agencies be open and accessible to the public. While the Act applies to City Council and Boards, it also extends to standing committees and advisory committees.

To ensure compliance and promote good governance, all appointed members of these bodies shall participate in an annual Brown Act training. This training will cover key provisions of the Act, including the definition of legislative bodies, public notice and agenda requirements, rules relating to public participation, prohibited serial meetings and communications, and consequences of non-

compliance. Committee members who fail to complete the required training may be subject to removal from appointment.

**3.03.060 MEMBERSHIP OF CURRENT COMMISSIONS, COMMITTEES AND BOARDS.**

Current City standing Commission, Committee, and Board subject to appointment procedures of this Chapter 3.03 are:

Planning Commission	5 Members
Marketing Committee	12 Members <sup>1</sup> including 2 Councilmembers
Community Activities Committee	6 Members including 1 Councilmember
Golf Resort Advisory Committee	7 Members including 2 Councilmember
Grants-in-Aid Committee	6 Members including 1 Councilmember

Current outside organizations or regional authorities are subject to selection procedures of this Chapter 3.03 and subject to appointment and terms governed by the relevant outside organization/regional authorities' policies and procedures:

Joslyn Senior Center Board                      Either 1 Council Member or other Indian Wells resident

Coachella Valley Mosquito                      Either 1 Council Member or other Indian Wells resident  
& Vector Control

Palm Springs International Airport Regional Commission Either 1 Council Member or other  
Indian Wells resident

**3.03.070 POLICY FOR SELECTION AND APPOINTMENT OF RESIDENT MEMBERS.**

In order to secure broad and knowledgeable representation on the City's Commission, Committee, and Board it is desirable that a standard policy be formulated for selection to these bodies.

**(a) Eligibility Criteria.**

All members of a Commission, Committee or Board shall be residents of the City, with a must be the minimum age of 18, unless an exception is provided by the Council. Also, the membership of such bodies shall be representative of the entire community to that extent

---

<sup>1</sup> Marketing Committee membership includes local hotels and resorts, Indian Wells Golf Resort, and other City partners. Membership of the Marketing Committee fluctuates based on participation from these partners.

possible, and members on such Commissions, Committees, and Boards shall be willing to serve as a civic responsibility and without compensation.

(b) Term Limitations.

The term of appointees to a City Commission, Committee or Board shall be one (1) term unless reappointed by the Council. The term of appointees serving outside organizations and regional authorities, and any term limits applicable thereto shall be subject to the policies and procedures of such an organization or regional authority.

The following provisions apply to the City Commission, Committee, and Board appointees. Appointees are limited to two (2) consecutive two-year terms of membership on a specific commission, committee, or board, including a partial term. An appointee may not be reappointed to the same Commission, Committee, or Board after completion of two consecutive terms, including a partial term. After serving a maximum of two two-year terms (including a partial term), an appointee shall not be reappointed to the same commission, committee or board unless at least one year has elapsed between the expired term limit and the effective date of commencement of the new term. Notwithstanding any provision to the contrary, an appointee shall not be precluded at any time following completion of service on a Commission, Committee or Board from being appointed to another commission, committee, or board without the lapse of time between appointments. Notwithstanding any provision to the contrary, if a committee is placed on hiatus by City Council action, the appointee's term is considered active and continuous; therefore, any period that the committee is on hiatus shall be included as part of the appointee's term.

(c) Outreach Efforts.

Staff will employ one or more of the following methods of outreach to attract applications from qualified candidates: (1) send letters to persons who previously have applied for a City appointment for any City Commission, Committee or Board, and who wish to be notified of open positions, and to other individuals who have expressed interest in notification of such openings (list to be maintained by City Clerk's office); (2) place notice of vacancies in the City's newsletter, and/or in a separate flyer; (3) publish notice of vacancies in a local newspaper; or (4) place notice on the City's website.

(d) Application Process.

Each applicant shall be given an application packet that will include: an informational document including the eligibility criteria for appointments and a description of the role and responsibilities of the City Commission, Committee or Board; frequency, time, and location of meetings; Code of Ethics, Fair Political Practices Commission (FPPC) financial disclosure requirements; and reference to California open meetings law.

(e) Selection Process.

As a part of the selection/appointment process applicable to proposed members other than Council Members, the Council may interview any or all the individual's submitting applications, as determined by the Council, in its discretion. The Council will implement a two Council Member Ad-hoc Committee to interview the applicants. Council Members serving in a committee will be assigned to that Ad-Hoc Interview Committee. Additional Council Members will be designated to all other Commission, Committees, and Boards without Council representation. Each Ad-hoc Committee will select interview dates and after candidates, if any, have been interviewed, the Ad-hoc Committees will forward their recommendations to the City Clerk.

The Council has the option, at its sole discretion, of re-appointing the current Commission, Committee or Board Members if said member have a two-year term remaining on the same Commission, Committee or Board.

(f) Removal of Committee Members

The Council retains authority to remove any appointed members from an advisory committee or commissions, or other body within the City at any time. An Appointed members may be removed from the positions for any reason, with or without cause. For cause may ,s include, for example, violation of City Ppolicy or codes of conduct; failure to fulfill assigned duties or responsibilities; unprofessional or disruptive behavior; conflict of interest or ethical concerns; or more than two unexcused absences. The goal is to ensure accountability, maintain program integrity, and uphold the City's standards of conduct and service.

(gf) Voting Procedure.

In a regularly scheduled or special Council meeting, the Council shall vote for the proposed Ad-Hoc Council Interview Committee recommendations. All candidates will be appointed by majority of vote for a particular commission, committee, or board.

(gh) Appointment Requirements.

The following requirements apply to the schedule for filling vacancies created by the expiration of a term, or vacancies created by a resignation requiring an appointment for the remainder of that term.

(gh)(2) Expired Term.

At the first Council meeting in May every year, the City Clerk shall submit to the Council a "Council Appointments List" of vacancies for terms expiring on June 30 of that year on all Commission, Committee and Board. Both incumbents seeking re-appointment and new applicants must apply. Appointments should be made by the second Council meeting in June every year.

(gh)(3) Unscheduled Vacancies.

In the event of an unscheduled vacancy on the City's Commission, Committee or Board, the City Clerk shall post a special vacancy notice no earlier than twenty (20) days before, nor later than twenty (20) days after the vacancy occurs. Final appointments to the Commission, Committee or Board cannot take place for at least ten (10) working days after the posting of the notice (Gov. Code 54974).

The Council may consider candidates for unscheduled or foreseeable committee vacancies that occur within a 6-month period of the annual recruitment. Following the conclusion of the annual recruitment, applications will remain active in the City Clerk's office for 6 months.

**3.03.080**      **SIMULTANEOUS SERVICE PROHIBITION.**

Members shall not serve simultaneously on more than one Commission, Committee, or Board. However, a member may be appointed to an additional advisory body as a representative of the Commission, Committee, or Board on which the member serves as a non-voting member.

**3.03.090**      **REVIEW OF COMMISSIONS, COMMITTEES AND BOARDS RELEVANCE.**

The Council will periodically, in consultation with Staff, review each of the City's commissions, committees and boards to determine the relevance of their duties, work plan, membership and organization to the accomplishment of the Council's Goals and Objectives. The Council may make such changes as it deems necessary to the duties, work plans, membership and organization of the Commissions, Committees, and Boards, on an as-needed basis.

# INDIAN WELLS CITY COUNCIL

## July 2, 2025



---

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Kristen Nelson, Administrative Services Manager  
**Subject:** **Annual Update to Employee's Salary Range Schedule and FY 2025-26 Approved Employee Positions**

### RECOMMENDED ACTIONS:

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

**APPROVES** the Fiscal Year 2025-26 Approved Positions List with Annual Salaries and Ranges; and

**DIRECTS** staff to post the employee salary range schedule on the City's website; and

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

### BACKGROUND:

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

Pursuant to the City's Personnel Rules and Regulations (as amended by City Council February 15, 2018), Section IV Salary Administration, Subsection 2, the City's salary ranges adjust automatically on an annual basis, based on changes to the Riverside/San Bernardino/Ontario Consumer Price Index ("CPI-W") ending the prior calendar year in an amount not to exceed 2.5%. For the calendar year ending 2025, CPI increased 2.9%. The salary range schedule will adjust by 2.5%.

The updated salary range schedule (**Attachment 1**) updated approved positions and salary ranges (**Attachment 2**), and the U.S. Department of Labor CPI table (**Attachment 3**) are included with this report.



## **FISCAL IMPACT:**

Employee salaries and salary ranges will be adjusted by 2.5%, effective July 1, 2025, to coincide with the employment agreements for City employees. This increase is not applicable to the City Manager's salary, as he has a separate employment agreement with the City.

## **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. (15061(b)(3).)

## **ATTACHMENTS:**

1. FY 2025-26 Salary Range Schedule
2. FY 2025-26 Approved Positions and Annual Salary Ranges
3. U.S. Department of Labor CPI Report

**City of Indian Wells**  
**Salary Schedule**  
**FY 2025-26**

ATTACHMENT #1

<b>FACTORS</b>
Range 19 , Maximum, Annual <b>\$68,915.45</b>
Range Spread <b>25.00%</b>
Range Increase <b>2.50%</b>
Pay Periods per Year <b>26</b>
Hours per Year <b>2,080</b>

Salary Range	Annual		Monthly		Biweekly		Hourly	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	35,349	44,186	2,946	3,682	1,359.58	1,699.47	16.995	21.243
2	36,233	45,291	3,019	3,774	1,393.57	1,741.96	17.420	21.774
3	37,139	46,423	3,095	3,869	1,428.41	1,785.51	17.855	22.319
4	38,067	47,584	3,172	3,965	1,464.12	1,830.14	18.301	22.877
5	39,019	48,773	3,252	4,064	1,500.72	1,875.90	18.759	23.449
6	39,994	49,993	3,333	4,166	1,538.24	1,922.80	19.228	24.035
7	40,994	51,242	3,416	4,270	1,576.69	1,970.87	19.709	24.636
8	42,019	52,524	3,502	4,377	1,616.11	2,020.14	20.201	25.252
9	43,069	53,837	3,589	4,486	1,656.51	2,070.64	20.706	25.883
10	44,146	55,183	3,679	4,599	1,697.92	2,122.41	21.224	26.530
11	45,250	56,562	3,771	4,714	1,740.37	2,175.47	21.755	27.193
12	46,381	57,976	3,865	4,831	1,783.88	2,229.85	22.299	27.873
13	47,540	59,426	3,962	4,952	1,828.48	2,285.60	22.856	28.570
14	48,729	60,911	4,061	5,076	1,874.19	2,342.74	23.427	29.284
15	49,947	62,434	4,162	5,203	1,921.05	2,401.31	24.013	30.016
16	51,196	63,995	4,266	5,333	1,969.07	2,461.34	24.613	30.767
17	52,476	65,595	4,373	5,466	2,018.30	2,522.87	25.229	31.536
18	53,788	67,235	4,482	5,603	2,068.76	2,585.95	25.859	32.324
19	55,132	68,915	4,594	5,743	2,120.48	2,650.59	26.506	33.132
20	56,511	70,638	4,709	5,887	2,173.49	2,716.86	27.169	33.961
21	57,923	72,404	4,827	6,034	2,227.82	2,784.78	27.848	34.810
22	59,372	74,214	4,948	6,185	2,283.52	2,854.40	28.544	35.680

**City of Indian Wells**  
**Salary Schedule**  
**FY 2025-26**

Salary Range	Annual		Monthly		Biweekly		Hourly	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
23	60,856	76,070	5,071	6,339	2,340.61	2,925.76	29.258	36.572
24	62,377	77,972	5,198	6,498	2,399.12	2,998.90	29.989	37.486
25	63,937	79,921	5,328	6,660	2,459.10	3,073.88	30.739	38.423
26	65,535	81,919	5,461	6,827	2,520.58	3,150.72	31.507	39.384
27	67,173	83,967	5,598	6,997	2,583.59	3,229.49	32.295	40.369
28	68,853	86,066	5,738	7,172	2,648.18	3,310.23	33.102	41.378
29	70,574	88,218	5,881	7,351	2,714.39	3,392.98	33.930	42.412
30	72,338	90,423	6,028	7,535	2,782.25	3,477.81	34.778	43.473
31	74,147	92,684	6,179	7,724	2,851.80	3,564.75	35.648	44.559
32	76,001	95,001	6,333	7,917	2,923.10	3,653.87	36.539	45.673
33	77,901	97,376	6,492	8,115	2,996.18	3,745.22	37.452	46.815
34	79,848	99,810	6,654	8,318	3,071.08	3,838.85	38.389	47.986
35	81,844	102,305	6,820	8,525	3,147.86	3,934.82	39.348	49.185
36	83,890	104,863	6,991	8,739	3,226.55	4,033.19	40.332	50.415
37	85,988	107,485	7,166	8,957	3,307.22	4,134.02	41.340	51.675
38	88,137	110,172	7,345	9,181	3,389.90	4,237.37	42.374	52.967
39	90,341	112,926	7,528	9,410	3,474.65	4,343.31	43.433	54.291
40	92,599	115,749	7,717	9,646	3,561.51	4,451.89	44.519	55.649
41	94,914	118,643	7,910	9,887	3,650.55	4,563.19	45.632	57.040
42	97,287	121,609	8,107	10,134	3,741.81	4,677.27	46.773	58.466
43	99,719	124,649	8,310	10,387	3,835.36	4,794.20	47.942	59.927
44	102,212	127,765	8,518	10,647	3,931.24	4,914.05	49.141	61.426
45	104,768	130,960	8,731	10,913	4,029.52	5,036.91	50.369	62.961
46	107,387	134,234	8,949	11,186	4,130.26	5,162.83	51.628	64.535
47	110,071	137,589	9,173	11,466	4,233.52	5,291.90	52.919	66.149
48	112,823	141,029	9,402	11,752	4,339.36	5,424.20	54.242	67.802
49	115,644	144,555	9,637	12,046	4,447.84	5,559.80	55.598	69.498
50	118,535	148,169	9,878	12,347	4,559.04	5,698.80	56.988	71.235
51	121,498	151,873	10,125	12,656	4,673.01	5,841.27	58.413	73.016
52	124,536	155,670	10,378	12,972	4,789.84	5,987.30	59.873	74.841
53	127,649	159,561	10,637	13,297	4,909.58	6,136.98	61.370	76.712
54	130,840	163,551	10,903	13,629	5,032.32	6,290.40	62.904	78.630
55	134,111	167,639	11,176	13,970	5,158.13	6,447.66	64.477	80.596
56	137,464	171,830	11,455	14,319	5,287.08	6,608.86	66.089	82.611
57	140,901	176,126	11,742	14,677	5,419.26	6,774.08	67.741	84.676
58	144,423	180,529	12,035	15,044	5,554.74	6,943.43	69.434	86.793
59	148,034	185,042	12,336	15,420	5,693.61	7,117.02	71.170	88.963
60	151,735	189,668	12,645	15,806	5,835.95	7,294.94	72.949	91.187

**City of Indian Wells**  
**Salary Schedule**  
**FY 2025-26**

Salary Range	Annual		Monthly		Biweekly		Hourly	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
61	155,528	194,410	12,961	16,201	5,981.85	7,477.31	74.773	93.466
62	159,416	199,270	13,285	16,606	6,131.40	7,664.25	76.642	95.803
63	163,402	204,252	13,617	17,021	6,284.68	7,855.85	78.559	98.198
64	167,487	209,358	13,957	17,447	6,441.80	8,052.25	80.522	100.653
65	171,674	214,592	14,306	17,883	6,602.84	8,253.56	82.536	103.169
66	175,966	219,957	14,664	18,330	6,767.92	8,459.89	84.599	105.749
67	180,365	225,456	15,030	18,788	6,937.11	8,671.39	86.714	108.392
68	184,874	231,093	15,406	19,258	7,110.54	8,888.18	88.882	111.102
69	189,496	236,870	15,791	19,739	7,288.30	9,110.38	91.104	113.880
70	194,233	242,792	16,186	20,233	7,470.51	9,338.14	93.381	116.727
71	199,089	248,861	16,591	20,738	7,657.28	9,571.59	95.716	119.645
72	204,066	255,083	17,006	21,257	7,848.71	9,810.88	98.109	122.636
73	209,168	261,460	17,431	21,788	8,044.92	10,056.16	100.562	125.702
74	214,397	267,997	17,866	22,333	8,246.05	10,307.56	103.076	128.844
75	219,757	274,696	18,313	22,891	8,452.20	10,565.25	105.652	132.066
76	225,251	281,564	18,771	23,464	8,663.50	10,829.38	108.294	135.367
77	230,882	288,603	19,240	24,050	8,880.09	11,100.11	111.001	138.751
78	236,654	295,818	19,721	24,652	9,102.09	11,377.62	113.776	142.220
79	242,571	303,214	20,214	25,268	9,329.65	11,662.06	116.621	145.776
80	248,635	310,794	20,720	25,899	9,562.89	11,953.61	119.536	149.420
81	254,851	318,564	21,238	26,547	9,801.96	12,252.45	122.524	153.156
82	261,222	326,528	21,769	27,211	10,047.01	12,558.76	125.588	156.985

ATTACHMENT #2

**City of Indian Wells**  
**Approved Positions List w/ Annual Salaries and Ranges**  
**Salaries for Fiscal Year 2025/26**

	<b>POSITION</b>	<b>RANGE</b>	<b>BEGIN RANGE</b>	<b>TOP RANGE</b>
1	City Manager	Contract	\$ 314,213	\$ 314,213
2	Assistant City Manager	73	\$ 209,168	\$ 261,460
3	Finance Director	71	\$ 199,089	\$ 248,861
4	Public Works Director	71	\$ 199,089	\$ 248,861
5	Community Development Director	67	\$ 180,365	\$ 225,456
6	City Clerk	65	\$ 171,674	\$ 214,592
7	Assistant Finance Director	62	\$ 159,416	\$ 199,270
8	Assistant Public Works Director	62	\$ 159,416	\$ 199,270
9	Information Technology & Risk Manager	62	\$ 159,416	\$ 199,270
10	Administrative Services Manager	62	\$ 159,416	\$ 199,270
11	Building Official & Code Enforcement Mgr.	58	\$ 144,423	\$ 180,529
12	Public Works Superintendent	49	\$ 115,644	\$ 144,555
13	Senior Management Analyst	47	\$ 110,071	\$ 137,589
14	Senior Planner	46	\$ 107,387	\$ 134,234
15	Accountant	42	\$ 97,287	\$ 121,609
16	Senior Executive Assistant to City Manager	42	\$ 97,287	\$ 121,609
17	Management Analyst	41	\$ 94,914	\$ 118,643
18	Public Works Inspector I	36	\$ 83,890	\$ 104,863
19	Management Assistant	35	\$ 81,844	\$ 102,305
20	Management Assistant	35	\$ 81,844	\$ 102,305
21	Management Assistant	35	\$ 81,844	\$ 102,305
22	Management Assistant	35	\$ 81,844	\$ 102,305
23	Permit Technician II	33	\$ 77,901	\$ 97,376
24	Permit Technician II	33	\$ 77,901	\$ 97,376
25	Accounting Technician III/Payroll	32	\$ 76,001	\$ 95,001
26	Building Inspector I/Code Enforcement Officer	30	\$ 72,338	\$ 90,423
27	Accounting Technician II	29	\$ 70,574	\$ 88,218
28	Permit Technician I	29	\$ 70,574	\$ 88,218
29	Accounting Technician I	27	\$ 67,173	\$ 83,967
30	Maintenance Worker II	22	\$ 59,372	\$ 74,214
31	Maintenance Worker II	22	\$ 59,372	\$ 74,214
32	Office Assistant	19	\$ 55,132	\$ 68,915
33	Maintenance Worker I	18	\$ 53,788	\$ 67,235
34	Maintenance Worker I	18	\$ 53,788	\$ 67,235
			\$ 3,883,458	\$ 4,775,769

## Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)

**Series Id:** CWURS49CSA0

**Series Title:** All items in Riverside-San Bernardino-Ontario, CA, urban wage earners and clerical workers, not seasonally adjusted

**Area:** Riverside-San Bernardino-Ontario, CA

**Item:** All items

Year	Period	Label	Observed Value	12 Month % Change
2024	M01	Jan-24	131.840	3.1
2024	M03	Mar-24	134.144	4.8
2024	M05	May-24	134.967	4.4
2024	M07	Jul-24	133.830	2.8
2024	M09	Sep-24	133.881	1.5
2024	M11	Nov-24	133.485	1.2
2025	M01	Jan-25	135.718	2.9

# INDIAN WELLS CITY COUNCIL

## July 2, 2025



---

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Kristen Nelson, Administrative Services Manager  
**Subject:** **Approval of three-year Agreement with Riverside County Emergency Management Department for an Emergency Services Coordinator**

### RECOMMENDED ACTIONS:

Council **APPROVES** a three-year agreement for an Emergency Services Coordinator with the Riverside County Emergency Management Department for July 1, 2025 through June 30, 2028; and

**AUTHORIZES** and **DIRECTS** the City Manager to execute the Agreement and future renewals for the same, except when a change in service level is required; and

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

### BACKGROUND:

Beginning in Fiscal Year 2015/16, the City contracted with the Riverside County Fire Department for a half-time Emergency Services Coordinator position. The contract position provides expertise for the establishment and coordination of the City's emergency services planning, response, and recovery. The position splits time with the City of Palm Desert, which pays for the other half of the position.

In 2015, Riverside County established a new Emergency Medical Services Department (EMSD), which is separate from the Fire Department. In order to best clarify the contractual relationship of the parties, City Staff requested that a new contract be executed with the Emergency Services Department detailing services provided. The agreement between the City and County EMD for this purpose has been its own, standalone contract ever since.

Since then, the City has continued to partner with County EMD for 0.50 FTE on a shared Emergency Services Coordinator, whose role covers all emergency preparedness, mitigation, response, and recovery efforts for Indian Wells, including but not limited to writing and updating all emergency plans (such as the Emergency Operations Plan, Local

Hazard Mitigation Plan, Event Action Plans, and Concepts of Operations), training City staff for Emergency Operations Center (EOC) operations and overall preparedness, conducting community outreach and preparedness training for residents, grant management, managing exercises and drills, supporting the CERT program, and ensuring compliance with state and federal emergency management requirements. The City's current agreement, July 1, 2022 through June 30, 2025, covers these same services and responsibilities.

## **DISCUSSION:**

Over the last decade, State law, EMD's scope of services, and the City's needs have understandably evolved.

New legislative requirements, such as mandates for inclusive planning, the integration of Access and Functional Needs (AFN), and compliance with AB 2140, which encourages the adoption of a FEMA-approved Local Hazard Mitigation Plan (LHMP) into the City's General Plan Safety Element, to qualify for full reimbursement of disaster-related costs. SB 99 further requires jurisdictions to analyze evacuation routes for residential developments in hazard zones, especially those with limited points of egress. Additionally, legislation such as the California PETS Act (mirroring the federal PETS Act) mandates that local jurisdictions account for household pets and service animals in emergency planning, including provisions for co-located or pet-friendly sheltering during disasters.

These changes, combined with the increasing frequency and complexity of incidents such as wildfires, extreme heat, flooding, and public safety power shutoffs (PSPS), have heightened the City's reliance on specialized emergency management expertise and increased the need for a proactive, coordinated, and comprehensive approach to preparedness, response, recovery, and mitigation.

The City has seen the implementation of comprehensive Emergency Operations Plans, Local Hazard Mitigation Plans, community training, staff training for EOC operations, coordination of emergency exercises and drills, and increased collaboration with local, regional, and state emergency partners.

As we move into the new Fiscal Year, EMD is also working to incorporate the integration of GIS mapping for situational awareness, creation of hazard-specific response protocols, and improved tracking of emergency resources and damage assessments.

## **Commission/Committee Recommendations:**

At their April 28, 2025, meeting, the Indian Wells Finance Committee recommended approval of the budget, which included sufficient funding to cover the increased EMD contract.



The City Council adopted the budget at their May 15, 2025, meeting, which included the increase associated with this change.

At their June 10, 2025, special meeting, the Indian Wells Public Safety Committee was provided a review of the City's Emergency Services Coordinator's efforts and agreed an expansion of our access to those services was essential to maintaining and expanding on the city's emergency preparedness efforts.

### **OPTIONS:**

The City Council can choose to:

1. Adopt the new three-year agreement, expanding the City's access of the County Emergency Services Coordinator from 0.50 FTE to 0.75 FTE; or
2. Provide alternative direction.

### **FISCAL IMPACT:**

The Emergency Services Coordinator position was approved within the current fiscal year's budget at 0.75 Full-Time Equivalent (FTE) and is funded through the Fire Services Fund. This expenditure is not derived from the General Fund.

The total projected cost for the fiscal year 2025-2026 is estimated at \$150,000, reflecting an increase of \$39,700 compared to the previous year. In recent years, the City has also successfully secured grant funding to partially offset the costs associated with this position.

### **CITY COUNCIL STRATEGIC GOAL:**

At the April 17, 2025, Council Strategic Planning session, Council assigned Staff and the Public Safety Committee to expand efforts to better prepare the community for an emergency (e.g., earthquake, fire, and flood) through partnerships (e.g., Cove Communities and local homeowner associations), education campaigns, and CalFire program to create defensible space around homes and businesses to protect them from a wildfire. To meet this Council Goal, staff is recommending adding contract hours for the City's Emergency Services Coordinator.

### **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. (15061(b)(3).)

## **ATTACHMENTS:**

1. Emergency Services Agreement



## ATTACHMENT #1

### AGREEMENT FOR EMERGENCY MANAGEMENT DEPARTMENT UNIFIED SERVICES BETWEEN THE COUNTY OF RIVERSIDE AND THE CITY OF INDIAN WELLS

*This Agreement is made as of July 1, 2025, between the County of Riverside ("County") and the CITY OF INDIAN WELLS ("Agency"). The parties agree as follows:*

- 1. This Agreement is effective for three years, starting July 1, 2025, through June 30, 2028.*
- 2. Through its Emergency Management Department ("EMD"), the County shall provide to the Agency the services of an Emergency Services Coordinator ("EMD Unified Services (EMDUS)") as described in Exhibits A, B, C & D.*
- 3. The Agency shall pay the County for these EMDUS as stated in Exhibit B.*
- 4. Either party may terminate this Agreement without cause upon 90 days' written notice to the other party. The Agreement may be terminated with cause upon 30 days' written notice to the other party. The County shall be entitled to receive compensation for all properly provided services rendered prior to termination.*
- 5. If the Agency does not appropriate funds in its budget for payment, the Agency shall immediately notify the County in writing that such funds are not forthcoming. Such a notice shall be deemed cause for termination by the County or Agency. The County shall nevertheless be entitled to payment for properly provided services rendered prior to termination.*
- 6. At all times during the performance period of this Agreement, the County shall maintain insurance or self-insurance reasonable and appropriate for a public entity the size of the County.*
- 7. The County shall indemnify and hold harmless the Agency, its departments, agencies, districts, officials, officers, and employees from any liability, claim, damage, or action based or asserted upon any act or omission of the County relating to this Agreement, including but not limited to property damage, personal injury or death.*
- 8. The Agency shall indemnify and hold harmless the County, its departments, agencies, districts, officials, officers, and employees from any liability, claim, damage, or action based or asserted upon any act or omission of the Agency relating to this Agreement, including but not limited to property damage, personal injury, or death.*
- 9. The County shall maintain and keep records related to the EMDUS rendered in accordance with applicable County standards. In addition to their rights under applicable law, the Agency and its employees and agents shall have the right to review and audit such records during the County's normal business hours upon request and reasonable advance notice by the Agency.*
- 10. The laws of the State of California shall govern this Agreement. The venue shall be in an appropriate court located in Riverside County, and the parties waive any provision of the law providing for a change of venue to*

another location.

11. This Agreement shall be administered by the Director of EMD, or their designee, on behalf of the County and by the Authorized Agent, or their designee, on behalf of that Agency.

12. Notices issued pursuant to this Agreement shall be sent via U.S. Mail to the following:

TO COUNTY:

Emergency Management Department  
450 E. Alessandro Blvd.  
Riverside, CA 92508  
Attn: Emergency Services Manager

TO AGENCY

City of Indian Wells  
44950 Eldorado Drive  
Indian Wells, CA 92210  
Attn: Administrative Services Manager

13. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA," Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. An electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. CUETA authorizes the use of an electronic signature for transactions and contracts among parties in California, including a government agency. A digital signature means an electronic identifier created by a computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

14. This Agreement represents the full and final agreement between the parties related to this subject matter; no prior oral or written agreements shall apply. This Agreement may be modified or altered only by a written amendment signed by authorized representatives of both parties.

AGREED:

County of Riverside

City of Indian Wells

By: \_\_\_\_\_

By: \_\_\_\_\_

Bruce Barton, Director

Christopher Freeland, City Manager

Emergency Management Department

City of Indian Wells

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICE

#### 1. **EMD – YOUR PARTNER IN COMPREHENSIVE EMERGENCY MANAGEMENT**

In today's unpredictable environment, ensuring the safety and resilience of your community is paramount. Partnering with Emergency Management Department Unified Services (EMDUS) offers your Agency a comprehensive, expert-driven approach to emergency management, delivering significant benefits that empower your community to prepare effectively, respond to and recover from disasters. Riverside County's Emergency Management Department is one of only three counties in California and one of 78 governmental programs nationwide to be certified through the Emergency Management Accreditation Program (EMAP). This certification highlights the county's unwavering commitment to upholding the highest standards in emergency management. It further reinforces Riverside County's dedication to maintaining a well-organized, efficient, and resilient emergency response system. By partnering with Riverside County, your Agency can benefit from proven best practices and expert guidance, enhancing disaster preparedness, improving response coordination, and streamlining recovery efforts.

##### 1.1 **The Unified Services Model: A Coordinated Approach to Emergency Management**

The Unified Services Model, as implemented by EMDUS, is a comprehensive and coordinated approach to emergency management that ensures all agencies, departments, and organizations will work together seamlessly at every stage of an emergency—before, during, and after a crisis. This model promotes collaboration between Riverside County Departments, Special Districts, School Districts, Non-Governmental Organizations (NGOs), and nonprofits, creating a unified network that can effectively respond to and recover from emergencies. By integrating these diverse stakeholders, the Unified Services Model enables the efficient allocation of resources, enhances communication, and minimizes duplication of efforts. This collaborative framework strengthens the overall emergency management system, ensuring that all partners are aligned in their efforts to protect the community, reduce risk, and enhance resilience in the face of disasters. Through Unified Services, Agency will be better equipped to handle complex emergencies, ensuring a more adaptive and coordinated response.

##### 1.2 **Comprehensive Strategic Planning for Emergency Preparedness**

Effective emergency preparedness requires the development and implementation of strategic plans that address the Agency's-wide risks and vulnerabilities. These plans should be informed by input from all relevant stakeholders, including government agencies, first responders, community organizations, and private sector partners. By fostering collaboration and incorporating diverse perspectives, Agency will be able to create well-rounded emergency plans that enhance response coordination and resilience. A proactive approach to strategic planning ensures that potential threats are identified, resources are allocated efficiently, and communities are better equipped to handle emergencies when they arise.

##### 1.3 **Strengthening Preparedness Through Training and Exercises**

Conducting joint training sessions and emergency drills is essential for ensuring that all partners involved in emergency response are well-prepared and able to collaborate effectively during a crisis. These exercises provide a valuable opportunity for responders to practice their roles, familiarize themselves with protocols, and identify potential gaps in their plans. By simulating real-world scenarios, training sessions help build trust and communication among all parties, including local agencies, first responders, and community organizations. Regularly scheduled drills ensure that

everyone involved is capable of working together seamlessly under pressure, enhancing the overall efficiency and effectiveness of the emergency response.

#### 1.4 **The Importance of Unified Coordination in Emergency Response**

Unified coordination is essential for ensuring a seamless and effective emergency response. By streamlining communication and operations among local government entities, emergency services, and community partners, a unified approach fosters collaboration while minimizing the risk of confusion or duplication of efforts. This coordinated effort ensures that all parties are aligned toward common goals, with clearly defined roles and responsibilities for each entity involved. Establishing a centralized system for decision-making and information sharing will enable Agency to respond quickly and efficiently to emergencies. Ultimately, this enhanced coordination improves the overall effectiveness of disaster response and recovery, ensuring that resources are utilized optimally and that communities are better protected during times of crisis.

#### 1.5 **The Role of Resource Sharing in Enhancing Emergency Response and Recovery**

Resource sharing is a crucial element in improving the overall effectiveness of emergency preparedness, response, and recovery efforts. By pooling personnel, equipment, facilities, and expertise from various agencies, can optimize their resources and address any gaps in capabilities. This collaborative approach ensures that critical assets, such as specialized equipment or highly trained personnel, are deployed efficiently to areas where they are needed most, reducing response times and improving the effectiveness of disaster management. Furthermore, resource sharing strengthens the system's resilience by allowing greater flexibility and adaptability in the face of emergencies. This unified approach not only enhances the response and recovery process but also fosters a more agile and resourceful emergency management framework capable of handling diverse challenges.

#### 1.6 **Community Resilience**

Building community resilience involves actively engaging schools, nonprofits, and NGOs to support a range of critical services during and after a disaster. These organizations play a vital role in providing shelter, mental health assistance, food distribution, and recovery programs, ensuring that the needs of affected individuals and families are met. Schools can serve as emergency shelters or distribution points, while nonprofits and NGOs often have established networks and expertise in offering immediate relief and long-term recovery assistance. By collaborating with these community-based groups, agencies can create a more robust and comprehensive support system that promotes recovery and strengthens the community's ability to bounce back from future crises.

#### 1.7 **Enhancing Emergency Management through Service Integration and Collaboration**

By integrating services across various sectors, agencies can greatly improve the efficiency and effectiveness of their emergency management efforts. This collaborative approach streamlines processes reduces redundancy and ensures that resources are deployed where they are needed most, allowing for a more responsive and agile system. Integrating services promotes better coordination between local government agencies, emergency responders, healthcare providers, and community organizations, creating a unified front when responding to disasters. This interconnected framework not only strengthens the immediate response but also builds a more resilient system that protects residents and critical infrastructure. Ultimately, by fostering collaboration and integration, agencies can enhance their ability to adapt to and recover from future emergencies, creating a safer, more prepared community.

## **2. STRENGTHENING EMERGENCY MANAGEMENT THROUGH STRATEGIC COLLABORATION AND SPECIALIZED SUPPORT**

EMDUS partners directly work with your leadership to provide specialized coordination and strategic guidance across all facets of emergency management. This collaboration streamlines critical operations, ensures compliance with industry standards, and delivers a fully unified program that enhances preparedness, response, recovery, and mitigation efforts. By working with EMDUS, Agency will gain access to expertise and leadership that ensures a comprehensive, well-organized response to any emergency, such as:

### **2.1 Strengthening Emergency Response with Specialized Personnel Support**

EMDUS strengthens Agency's emergency response capacity by providing highly qualified, dedicated emergency management personnel who seamlessly integrate with your local agencies. Depending on your service level, EMDUS assigns an Emergency Services Coordinator (ESC) who oversees the overall management of emergency operations, while a backup Emergency Management Program Supervisor (EMPS) ensures continuity of leadership and decision-making in the absence of the ESC. This dual support structure ensures that Agency remains well-prepared and responsive, improving the effectiveness and coordination of your emergency management efforts. By bolstering your team with EMDUS personnel, Agency enhances its resilience and capability to navigate any crisis.

### **2.2 Unlocking Key Benefits Through Partnership with EMDUS**

Partnering with EMDUS offers Agency dedicated support, strategic collaboration, and access to critical funding opportunities. The expertise and leadership provided by EMDUS professionals help ensure Agency is thoroughly prepared for emergencies. These specialists offer invaluable guidance on best practices, operational strategies, and disaster readiness. EMDUS personnel serve as the primary point of contact for all emergency management activities, acting as liaisons between local agencies, departments, and external organizations. This coordination fosters seamless communication, reduces confusion during crises, and ensures resources are mobilized efficiently. By working with EMDUS, Agency enhances its emergency management capabilities while also benefiting from vital funding opportunities and a more resilient community.

### **2.3 Building Stronger Emergency Networks Through Strategic Collaboration**

EMDUS plays a vital role in fostering collaboration among local, county, state, and federal agencies, as well as private-sector and community organizations. Through these strategic partnerships, EMDUS ensures a well-coordinated and efficient approach to emergency management, creating a network of stakeholders capable of quickly mobilizing resources and responding to emergencies. By integrating the strengths of government agencies, private-sector entities, and non-profit organizations, this collaborative framework improves communication, resource distribution, and crisis response. EMDUS strengthens the collective ability of all parties involved, ensuring that communities recover quickly and become more resilient in the face of future disasters.

## **3. IMPROVED FISCAL RECOVERY AND RISK REDUCTION IN EMERGENCY MANAGEMENT**

Effective fiscal recovery and risk reduction are crucial in the mitigation and recovery phases of emergency management. These efforts ensure that agencies can efficiently restore operations, minimize financial losses, and enhance resilience against future disasters. Adopting best practices and compliance with regulatory frameworks such as the California Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and laws such as AB 2140 significantly improve these outcomes.

### 3.1 **Fiscal Recovery in Mitigation and Recovery Phases**

Pre-disaster financial planning plays a vital role in ensuring agencies have the resources needed to respond effectively to emergencies. Establishing dedicated emergency funds and pre-arranged financial mechanisms allows for rapid response and recovery efforts. Conducting thorough risk assessments and cost-benefit analyses helps prioritize mitigation projects. Additionally, reducing financial exposure through risk transfer mechanisms, such as insurance and contingency funds, provides an added layer of financial security against unforeseen disasters.

### 3.2 **Maximizing Financial Efficiency in Post-Disaster Recovery**

Maximizing the efficient use of federal and state funds is critical for agencies seeking financial stability post-disaster. By leveraging federal programs such as Federal Emergency Management Agency's (FEMA) Public Assistance and Hazard Mitigation Grant Programs, agencies can offset the high costs associated with emergency response and recovery. Similarly, utilizing state disaster relief funds and insurance mechanisms provides additional financial support. Ensuring strict compliance with financial reporting requirements is necessary to maintain eligibility for future funding, avoid de-obligation, and ensure a steady stream of resources for ongoing recovery efforts.

### 3.3 **Effective Grant Support and Compliance for Disaster Recovery**

Streamlined grant management and compliance processes ensure that agencies can effectively secure and utilize funding without the risk of financial mismanagement. Compliance with funding requirements prevents the de-obligation of critical funds, ensuring they remain available for essential recovery efforts. Transparent financial tracking and auditing systems help optimize resource allocation, ensuring that funds are used efficiently and effectively. Proper training for staff on grant administration best practices further mitigates the risk of financial mismanagement, ensuring that all funding sources are managed responsibly.

### 3.4 **Leveraging Public-Private Partnerships for Disaster Recovery**

Public-private partnerships serve as a key component in supporting disaster recovery efforts. Engaging with private sector entities to fund and implement recovery initiatives allows agencies to expand their financial resources beyond government funding. Encouraging community-based financial resilience programs further supports individuals and businesses, promoting economic stability. Collaborations with non-profits provide additional funding and logistical support, allowing for a more comprehensive and effective disaster response and recovery strategy.

## 4. **RISK REDUCTION DURING MITIGATION AND RECOVERY**

The implementation of hazard mitigation plans is an essential strategy for reducing risks during the recovery phase. By identifying vulnerabilities and investing in both structural and non-structural mitigation measures, agencies can strengthen their resilience against future disasters. Incorporating land-use planning, infrastructure improvements, and building code enhancements helps minimize risks while ensuring community safety. Regular updates and reassessments of mitigation strategies ensure that plans remain relevant and adaptable to evolving threats.

### 4.1 **Enhancing Community Preparedness for Risk Reduction**

Strengthening community preparedness is another vital component of risk reduction. Conducting public education campaigns and emergency drills equips residents with the knowledge and skills needed to respond effectively in emergencies. Establishing resilient communication systems and emergency response protocols enhances coordination and response efforts during disasters.



Providing incentives for residents and businesses to engage in preparedness activities fosters a culture of resilience and proactive risk management.

#### **4.2 Integrating Climate Adaptation into Disaster Mitigation**

Integrating climate adaptation strategies into disaster mitigation efforts further enhances an agency's ability to withstand environmental hazards. Utilizing climate data to inform mitigation planning ensures that strategies remain aligned with evolving climate risks. Enhancing natural disaster defenses, such as floodplain management and wildfire buffer zones, reduces exposure to climate-related disasters. Incorporating green infrastructure and nature-based solutions helps mitigate climate risks while promoting environmental sustainability.

### **5. BENEFITS OF COMPLIANCE WITH SEMS, NIMS, AND RELEVANT LAWS**

Adherence to SEMS, NIMS, and relevant laws provides multiple benefits to agencies, including enhanced coordination and communication. Ensuring interoperability between local, state, and federal agencies during emergencies streamlines response efforts and reduces duplication. Strengthening mutual aid agreements and multi-agency coordination efforts enhances efficiency, ensuring that agencies can effectively manage emergency situations.

#### **5.1 Expanding Funding Opportunities Through Compliance**

Increased funding opportunities are another key benefit of compliance. Many federal and state disaster relief programs require adherence to SEMS and NIMS as a prerequisite for receiving funds. AB 2140 allows local agencies to integrate their hazard mitigation plans into their general plans, making them eligible for additional financial relief. Demonstrating adherence to best practices also attracts grant funding and private investment, further bolstering financial resources.

#### **5.2 Legal and Regulatory Protection Through Compliance**

Legal and regulatory protection is a crucial benefit of adhering to established standards, providing agencies with a solid foundation to justify their actions in legal and regulatory contexts. Compliance with national best practices reduces liability risks by demonstrating due diligence, minimizing legal exposure, and mitigating costly disputes. It strengthens the legal justification for emergency decisions, ensuring that actions align with recognized frameworks and are defensible in court. By following regulatory guidelines, agencies reduce exposure to litigation and avoid claims of arbitrary decision-making, fostering public trust and operational consistency. Ultimately, compliance serves as a safeguard against legal challenges, allowing agencies to focus on effective emergency response and governance without the burden of legal uncertainties.

#### **5.3 Enhancing Disaster Response through Standardized Command Structures and Coordination**

Improved disaster response efficiency is directly tied to the establishment of standardized command structures. These structures provide a clear, organized framework for emergency personnel, ensuring that decision-making is streamlined and that all responders are operating with a shared understanding of their roles and responsibilities. The implementation of a standardized command system not only reduces confusion during a crisis but also allows for more rapid and effective decision-making. In addition, continuous training and preparedness efforts contribute to better response times and more coordinated efforts across all teams. When elected officials and emergency management professionals work closely together, the overall disaster response is strengthened, ensuring that the response is not only fast but also effective in meeting the needs of the community. By fostering a unified approach, agencies can better manage resources, communicate effectively, and ultimately minimize the impact of disasters on residents and critical infrastructure.

#### 5.4 **Building Community Resilience and Economic Stability Through Effective Disaster Management**

Community resilience and economic stability are vital outcomes of a well-executed disaster management strategy. When disaster response and recovery efforts are carried out efficiently, recovery times are significantly reduced, minimizing economic disruptions. This allows businesses to resume operations quickly, ensuring that local economies remain functional. In addition, strengthening infrastructure and investing in preparedness measures help lower the long-term costs associated with disaster recovery, alleviating the financial strain on agencies. Effective disaster management provides a solid foundation for economic recovery by safeguarding local businesses, maintaining workforce stability, and protecting tax revenue streams. As a result, communities are better equipped to remain financially viable and continue to thrive, even in the aftermath of a disaster, promoting sustained growth and stability in the long run.

#### 5.5 **Public Scrutiny, Loss of Confidence, and Political Fallout**

Failure to implement effective fiscal recovery and risk reduction measures can lead to significant public scrutiny, eroding trust in Agency. Poor financial recovery efforts can result in public outrage, creating pressure on leadership to justify their decisions and actions. Ineffective disaster management can also lead to political consequences, including loss of public office, diminished credibility, and reputational damage for staff and politicians. Moreover, failure to comply with state and federal regulations may trigger audits, funding withdrawal, and potential legal actions against the Agency.

#### 5.6 **Enhancing Fiscal Recovery and Risk Reduction Through Regulatory Compliance**

Agency's commitment to adhering to the SEMS, NIMS, AB 2140, and national best practices plays a crucial role in strengthening its financial resilience and disaster recovery capabilities. By proactively integrating these frameworks into emergency management operations, agencies can ensure more efficient financial management, access critical funding opportunities, and minimize the risk of funding de-obligation. Compliance with these standards also streamlines disaster response and mitigation efforts, enabling agencies to respond swiftly and effectively to emergencies while reducing long-term recovery costs. Ultimately, these measures foster a more resilient and financially stable community, better equipped to withstand and recover from future disasters.

### 6. **SPECIALIZATION IN THE FOUR PHASES OF EMERGENCY MANAGEMENT**

Our expertise spans the four essential phases of emergency management, ensuring a proactive, coordinated, and effective approach to disaster preparedness, response, recovery, and mitigation. Emergency management is a dynamic and continuous process aimed at minimizing the impact of disasters, protecting lives and property, and strengthening community resilience.

By integrating the following four phases into a comprehensive emergency management strategy, we help agencies, organizations, and communities anticipate potential hazards, respond efficiently, and recover resiliently. Our approach is rooted in collaboration, innovation, and a deep commitment to ensuring safety and preparedness at every level, such as:

#### 6.1 **Mitigation: Building a Resilient Foundation Through Proactive Mitigation and Strategic Planning**

Effective mitigation requires a proactive approach to addressing hazards, strengthening community resilience, and securing essential funding to support long-term risk reduction efforts. A strong disaster resilience foundation begins with identifying vulnerabilities, assessing potential threats, and implementing strategic planning measures that prioritize public safety and infrastructure protection. EMDUS plays a critical role in this process by conducting a comprehensive Hazard Identification and Risk Assessment (HIRA) for the Agency, ensuring that all potential risks are thoroughly analyzed and addressed. Through the integration of targeted mitigation strategies, such as infrastructure enhancements, land-use planning, and community education initiatives, EMDUS helps agencies reduce exposure to disasters, minimize financial losses, and create a safer, more resilient future, such as:

- 6.1.1 **Land Use Planning** - Land use planning and building codes play a critical role in disaster risk reduction by ensuring that developments align with safety regulations designed to minimize the impacts of natural and human-made disasters. Effective land use planning helps identify hazard-prone areas, guiding development away from regions susceptible to floods, earthquakes, wildfires, and other threats. By implementing zoning laws and environmental assessments, agencies can control where and how structures are built, reducing vulnerabilities and enhancing community resilience.
- 6.1.2 **Building Codes** - Building codes complement land use planning by establishing construction standards that improve structural integrity and occupant safety. These regulations mandate the use of disaster-resistant materials, proper engineering techniques, and design features that mitigate risks associated with extreme weather events, seismic activity, and other hazards. Regular code updates based on scientific research and lessons learned from past disasters ensure that buildings remain resilient to emerging threats.
- 6.1.3 **Infrastructure Resilience** - Strengthening critical infrastructure is vital for community resilience and the continuity of essential services during disasters. Key systems like transportation, energy, water, and healthcare must withstand hazards such as earthquakes, floods, and cyberattacks. This requires hazard-resistant design, including seismic retrofitting, flood barriers, and smart grids, along with regular maintenance and risk assessments to prevent costly damage. Integrating technologies like real-time monitoring and predictive analytics enhances early detection and mitigation. By investing in resilient infrastructure, governments and organizations improve disaster preparedness, recovery capabilities, and long-term security for communities.
- 6.1.4 **Community Education** - Community education is crucial for promoting awareness and preparedness, ensuring that individuals and businesses understand risks and know how to respond effectively to disasters. Public outreach programs, workshops, and emergency drills help equip communities with the knowledge and skills needed to mitigate risks, develop emergency plans, and access critical resources. Schools, workplaces, and local organizations play a key role in spreading preparedness messages, while digital platforms and social media enhance real-time communication. By fostering a culture of awareness and readiness, community education empowers people to take proactive measures, reducing the overall impact of disasters and strengthening resilience.
- 6.1.5 **Environmental Management** - Environmental management plays a vital role in mitigating disaster risks by protecting and preserving natural resources that serve as natural barriers against hazards. Healthy ecosystems, such as wetlands, forests, and mangroves, help absorb floodwaters, reduce soil erosion, and buffer against extreme weather events. Sustainable land-use practices, reforestation efforts, and pollution control measures contribute to long-term environmental resilience, minimizing the impact of disasters like droughts, landslides, and wildfires. Additionally, integrating environmental conservation into disaster planning

ensures that communities not only reduce their vulnerability but also promote sustainable development. By safeguarding natural resources, environmental management strengthens resilience and enhances the ability to withstand and recover from disasters.

- 6.1.6 **Enhancing Mitigation** - EMDUS plays a vital role in enhancing mitigation programs by helping agencies secure essential funding for disaster mitigation through expert guidance on grant applications and compliance. By assisting communities in identifying eligible projects, developing strong proposals, and aligning with federal and state funding criteria, EMDUS ensures access to key programs like FEMA's Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), and the Flood Mitigation Assistance (FMA) program. Additionally, developing a Local Hazard Mitigation Plan (LHMP) enables communities to assess vulnerabilities, prioritize risks, and create strategic actions to reduce disaster impacts. An approved LHMP enhances eligibility for federal funding, supporting risk reduction projects that improve public safety, infrastructure resilience, and long-term community preparedness, such as:

6.1.6.1 **Building Resilient Infrastructure and Communities (BRIC)** – The BRIC program is a federal hazard mitigation initiative administered by the Federal Emergency Management Agency (FEMA). Designed to reduce risks before disasters occur proactively, BRIC provides funding and resources to support state, local, tribal, and territorial (SLTT) governments in strengthening community resilience against natural hazards.

6.1.6.2 **Flood Mitigation Assistance (FMA)** – The FMA program is a federal grant initiative managed by FEMA. Designed to reduce or eliminate the risk of repetitive flood damage, FMA provides funding to SLTT governments for projects that help mitigate flood hazards in high-risk areas.

6.1.6.3 **Hazard Mitigation Grant Program (HMGP)** – The HMGP is a federal program administered by FEMA that provides funding to SLTT governments to implement long-term hazard mitigation measures. The goal of HMGP is to reduce the impact of future disasters, enhance community resilience, and decrease the reliance on federal disaster recovery assistance.

6.1.6.4 **Grants Coordination and Support** – Securing Funds for Risk Reduction. Grants during this phase focus on reducing risks and preventing future disasters. Key funding sources include:

6.1.6.4.1 **Hazard Mitigation Grant Program (HMGP)** – Provides funding to states, tribes, and local governments for long-term hazard mitigation projects that reduce disaster risks and protect lives and property.

6.1.6.4.2 **Emergency Management Performance Grant (EMPG)** – supports SLTT emergency management agencies in building and sustaining preparedness capabilities under the National Preparedness System.

6.1.6.4.3 **State Homeland Security Program (SHSP)** – Provides risk-based funding to support prevention, protection, mitigation, response, and recovery efforts against terrorism and other threats.

6.1.6.5 **California Assembly Bill 2140 (AB 2140)** – This legislation enhances cost-sharing opportunities under the California Disaster Assistance Act (CDAA) for communities that integrate their LHMP into the Safety Element of their General Plan, helping them secure additional funding for disaster resilience.

6.1.6.6 **Financial Implications of a Catastrophic Event and the Importance of Compliance** – A catastrophic earthquake can impose overwhelming financial burdens on an agency, with recovery costs soaring to unprecedented levels. Effective

disaster response and recovery require substantial funding, often shared among Federal, State, and Local Governments. Below is an outline of potential disaster expenses and an example of the cost-sharing distribution to illustrate how these costs are allocated. However, agencies that fail to comply with California Assembly Bill 2140 risk losing access to essential financial relief, further exacerbating the economic strain caused by the disaster. Ensuring compliance with AB 2140 and other regulatory frameworks is crucial for securing the maximum available funding and mitigating the long-term fiscal impact of such catastrophic events. As an example, if a disaster costs the Agency \$100,000,000.00 in response and recovery costs, the cost-shared reimbursement will be as follows:

COST SHARE	OVERALL COST SHARE
Total Disaster Cost to Agency:	\$ 100,000,000.00
Federal Government Cost Share (75%) Pays:	\$ 75,000,000.00
State Government Cost Share Pays (75% of the remaining 25%):	\$ 18,750,000.00
Agency Cost Share Pays:	\$ 6,250,000.00
Agency compliant with AB 2140, no cost to the Agency:	\$ 0.00

### **Mitigation Conclusion: Strengthening Resilience Through Mitigation and Strategic Planning -**

Building a resilient foundation for communities requires a proactive and multi-faceted approach to disaster mitigation, planning, and resource management. EMDUS plays a key role in enhancing long-term resilience by helping Agency identify vulnerabilities, develop hazard mitigation strategies, and secure essential funding through programs such as FEMA's HMGP, BRIC, and FMA. By integrating land use planning, building codes, infrastructure resilience, community education, and environmental management, we ensure that communities are better prepared to face future hazards. Through continuous support in grants coordination, compliance with state and federal regulations, and expert guidance, EMDUS helps agencies mitigate risks, reduce potential disaster impacts, and strengthen their financial capacity to respond to catastrophic events, ultimately fostering safer, more resilient communities.

## **6.2 Preparedness: Comprehensive Preparedness for Effective Emergency Management**

Preparedness is a critical component of emergency management, requiring a proactive approach to planning, training, and resource management. This involves developing comprehensive Emergency Operations Plans (EOPs), conducting training programs and exercises, enhancing public education and communication strategies, and establishing mutual aid agreements with neighboring agencies to strengthen response capabilities. To ensure operational readiness, EMDUS provides a full suite of preparedness services designed to help Agency meet the requirements of the California Emergency Services Act while enhancing their overall emergency response capabilities. Through strategic planning, training, and resource coordination, EMDUS ensures that agencies are fully equipped to handle emergencies effectively, minimizing risks and improving disaster response outcomes:

- 6.2.1 **Strategic Planning and Continuous Improvement** – Plan development in emergency management is the structured process of creating, organizing, and refining comprehensive response strategies to address potential disasters and emergencies. Plan Maintenance and Continuous Improvement by regularly reviewing and updating emergency plans based on new threats or incidents, policy changes, and technological advancements.
- 6.2.2 **Specialized Readiness Training for Critical Roles** – Specialized readiness training for critical roles focusing on high-risk, complex, or technical aspects of disaster response that require enhanced knowledge, hands-on practice, and often certifications to ensure

effectiveness in real-world emergencies. Enhances operational effectiveness and ensures that responders execute their roles with precision under extreme conditions.

- 6.2.3 **Enhancing Public Trust and Confidence** – Enhancing public trust and confidence is essential for effective emergency management, as it reassures communities that response teams are well-prepared and capable of handling crises. When response teams undergo rigorous training, simulations, and continuous professional development, it demonstrates their commitment to protecting public safety. This preparedness not only ensures a quicker, more efficient response during emergencies but also fosters a sense of security and trust within the community. By showcasing their expertise and readiness, response teams can gain public confidence, strengthen community resilience, and ensure a more coordinated, effective response in times of crisis.
- 6.2.4 **Validating Preparedness Through Exercises** – Validating preparedness through exercises is a crucial component of emergency management, as it allows agencies to test, evaluate, and refine response plans, operational procedures, and interagency coordination in a controlled environment before a real-world disaster strikes. These exercises simulate various disaster scenarios, providing valuable insights into the effectiveness of response strategies and highlighting areas for improvement. By engaging in regular drills and tabletop exercises, agencies can identify gaps in communication, resource allocation, and decision-making processes, ensuring that teams are better prepared and more efficient when responding to actual emergencies. This proactive approach strengthens overall readiness, reduces response times, and enhances the effectiveness of disaster management efforts.
- 6.2.5 **Strengthening Response Through Simulation** - Strengthening response through simulation is vital for improving emergency preparedness, as it allows agencies to identify gaps, weaknesses, and areas for improvement in their response efforts. These exercises create a controlled environment where participants can practice their specific roles, test communication systems, and refine decision-making processes without the stress and chaos of a real disaster. By simulating various emergency scenarios, agencies can assess their readiness, evaluate the effectiveness of operational procedures, and strengthen coordination between teams and organizations. This proactive approach ensures that when a real emergency occurs, response teams are better equipped, more efficient, and capable of managing complex situations effectively.
- 6.2.6 **Empowering Communities Through Education and Training** – Empowering communities through education and training enhances disaster preparedness by fostering active engagement and collaboration among residents, volunteers, and homeowners' associations (HOAs). The Community Emergency Response Team (CERT) Training Program is a key tool in this effort, providing individuals with essential skills and hands-on training to respond effectively in emergencies. By educating community members on topics like basic first aid, fire safety, search and rescue, and emergency communication, CERT ensures that local populations are better prepared to handle disasters independently or in coordination with emergency responders. This proactive approach not only strengthens public resilience but also builds a culture of preparedness and mutual support, ultimately improving community-wide disaster response and recovery efforts.

**Preparedness Conclusion: Strengthening Emergency Preparedness for Effective Response** - Comprehensive preparedness is the cornerstone of effective emergency management, ensuring that Agencies are equipped to respond to disasters with efficiency and confidence. EMDUS supports this by providing strategic planning, specialized training, and exercises that improve operational readiness and resource coordination. Through continuous improvement of emergency plans, hands-on training

for critical roles, and empowering communities through education, EMDUS strengthens public trust and ensures that response teams are always prepared for the unexpected. Our commitment to validating preparedness through exercises and simulations further enhances response capabilities, ensuring that agencies are well-prepared to face real-world challenges. Ultimately, these proactive measures foster a resilient and well-coordinated emergency management system that minimizes risks and improves disaster response outcomes.

### 6.3 **Response: Effective Coordination Through Established Response Frameworks**

Response efforts are streamlined and coordinated through the use of standardized systems such as the Incident Command System (ICS), SEMS, and NIMS. These frameworks enable the efficient activation of the Emergency Operations Center (EOC), ensuring a well-organized and effective response to emergencies.

**6.3.1 Supporting Field Activities During a Catastrophic Event** - During a catastrophic event, it is crucial for the Agency's EOC to provide vital support to field activities, ensuring coordinated and effective response efforts. This includes managing and supporting operations like urban search and rescue, medical response, and evacuation planning, which require seamless communication and resource allocation. The EOC facilitates real-time information sharing, enabling first responders and partner agencies to make informed decisions quickly. Additionally, the EOC plays a key role in implementing public safety measures, such as sheltering displaced populations and activating alert and warning systems to keep the public informed and safe. This centralized coordination ensures that field operations are well-supported and the overall response is efficient and organized. When disaster strikes, a swift and coordinated response is essential. Our 24/7 Duty Officer Program ensures immediate action, providing reliable emergency response around the clock. Backed by experienced personnel, strong agency partnerships, and advanced response equipment, we are committed to protecting communities with readiness and expertise.

**6.3.2 Dedicated On-Call Duty Officers: Always Ready** - EMDUS maintains a team of highly trained duty officers who are on standby 24/7, 365 days a year, ensuring that no emergency goes unanswered. Whether responding to natural disasters like wildfires and floods, or managing hazardous material spills and other critical incidents, our duty officers are always ready to assess the situation, mobilize resources, and coordinate an immediate response. With their expertise and availability around the clock, EMDUS ensures that communities receive timely, efficient assistance whenever emergencies arise, reinforcing public safety and rapid recovery.

**6.3.3 Building Strong Partnerships for Effective Disaster Response** - Effective disaster response depends on strong collaboration among various agencies and organizations. EMDUS works closely with key emergency partners, including the Riverside County Sheriff's Office, CAL FIRE/Riverside County Fire, county departments, utilities, school districts, local and tribal governments, and private and non-profit organizations. These partnerships enhance coordination by streamlining communication, improving resource sharing, and ensuring a unified approach to emergency operations. By fostering strong interagency relationships, EMDUS strengthens overall preparedness and response efforts, enabling a more efficient and effective disaster management system that benefits the entire community.

**6.3.4 Expert Emergency Operations Center (EOC) Management** - In times of crisis, a well-coordinated EOC serves as the backbone of an effective response, ensuring seamless communication and decisive action. EMDUS specializes in expert EOC management,

transforming it into a centralized hub for coordination and operational efficiency. With Agency's support, we help ensure the EOC is staffed with trained personnel in key roles, utilizing streamlined processes to maintain control in rapidly evolving situations. By enhancing organization, resource management, and real-time decision-making, our approach strengthens the EOC's ability to respond effectively to any emergency, safeguarding communities and critical infrastructure.

**6.3.5 Optimizing Staff and Enhancing Situational Awareness** – EMDUS prioritizes optimizing existing staff by ensuring that key emergency management roles—from the Director of Emergency Services to logistics specialists—are filled by trained professionals who can effectively execute their responsibilities. By leveraging advanced tools such as GIS mapping, real-time data tracking, and WebEOC resource management systems, we enhance situational awareness and decision-making capabilities. These technologies provide a clear, real-time picture of evolving incidents, allowing leadership to visualize critical information, coordinate responses efficiently, and deploy resources where they are needed most. This strategic approach strengthens emergency operations, ensuring a swift and effective response to any crisis. EMDUS ensures that information flows seamlessly across agencies and up to the Operational Area, fostering a unified and proactive response. Whether managing natural disasters, public health emergencies, or large-scale security incidents, our specialized EOC management services empower organizations to respond rapidly, mitigate risks, and support the community.

**6.3.6 Public Information and Crisis Communication** - Effective communication is critical during emergencies, ensuring that the public receives timely, accurate, and actionable information. EMDUS's Public Information & Crisis Communication Team collaborates with the Agency's Public Information Officer (PIO) to maintain clear and consistent messaging across all platforms. This includes facilitating press briefings, managing social media updates, issuing emergency alerts, and coordinating with media and community leaders. By proactively addressing public concerns and preventing misinformation, our team helps build trust, enhance preparedness, and ensure that communities stay informed and responsive during crises.

**Response Conclusion: Ensuring Coordinated and Efficient Disaster Response** - In times of crisis, effective coordination and seamless communication are critical to managing and mitigating the impacts of a disaster. EMDUS excels in providing structured support through established response frameworks like ICS, SEMS, and NIMS, which streamline the activation of Emergency Operations Centers (EOCs) and ensure efficient resource allocation and decision-making. Our dedicated duty officers, expert EOC management, and strong partnerships with key agencies ensure timely, coordinated responses to emergencies. By optimizing staff roles, enhancing situational awareness, and facilitating crisis communication, EMDUS strengthens overall disaster response efforts, helping communities recover more quickly and efficiently. Through these comprehensive efforts, we ensure that agencies are well-prepared and capable of handling any crisis with confidence.

#### **6.4 Recovery: Comprehensive Disaster Recovery and Resilience**

EMDUS plays a vital role in guiding communities through the recovery process by coordinating damage assessments, facilitating financial assistance, and ensuring the swift restoration of critical infrastructure and services. Our approach includes implementing business continuity and economic recovery strategies to help local economies rebound while planning for long-term community rebuilding and resilience. Additionally, we prioritize mental health and social services support, recognizing the lasting impact disasters have on individuals and families. By providing structured



recovery efforts and fostering resilience, EMDUS helps communities rebuild stronger, ensuring they are better prepared for future challenges.

- 6.4.1 **Strengthening Communities Through Resilient Recovery** - Resilient rebuilding is just as essential as preparedness, ensuring that communities recover effectively and emerge stronger after a disaster. EMDUS supports this process by integrating safer building practices, sustainable solutions, and risk-reduction strategies into recovery efforts. By focusing on long-term resilience, we help communities not only restore what was lost but also enhance their ability to withstand future challenges.
- 6.4.2 **Securing Vital Disaster Recovery Funding** - EMDUS has a proven track record of successfully securing essential recovery reimbursement. Through our expertise in navigating the State and Federal reimbursement processes and meeting compliance requirements, we help communities obtain the necessary funding to support disaster response and short and long-term recovery efforts.
- 6.4.3 **Expertise in FEMA and State Compliance Requirements** - EMDUS possesses in-depth knowledge of FEMA and state reimbursement compliance requirements, ensuring that disaster recovery-eligible projects meet all necessary standards. Our team navigates complex regulations and guidelines, helping to maintain and secure eligibility for vital disaster recovery reimbursement.
- 6.4.4 **Hands-On Support for Disaster Recovery and Operational Readiness** - EMDUS provides hands-on support to ensure ongoing disaster recovery reimbursement success through continuous training, exercises, and maintaining operational readiness. This proactive approach enhances skills, fosters collaboration, and strengthens overall recovery efforts, ensuring communities are ready to bounce back quickly when disaster strikes.
- 6.4.5 **Collaborative Community Engagement and Recovery** - EMDUS emphasizes a collaborative approach to community engagement and recovery, working closely with local governments, organizations, and residents. By fostering strong partnerships and open communication, we ensure that recovery efforts reflect the needs and priorities of the community. This inclusive process strengthens resilience, accelerates recovery, and ensures that all stakeholders are actively involved in rebuilding and improving their environment.
- 6.4.6 **Maximizing Disaster Recovery Funding** - No agency is equipped with a dedicated budget for disaster response, and financial constraints often limit available resources. EMDUS understands the importance of recovering funds spent during disaster events. The Disaster Recovery process involves identifying, documenting, and submitting eligible expenses for reimbursement, ensuring that agencies are not left to bear the full financial burden of response and recovery efforts. This approach helps alleviate fiscal pressures and supports long-term resilience.
  - 6.4.6.1 **Ensuring Maximum Disaster Reimbursement Recovery** - As detailed in section 6.1.6.6, agencies have access to various cost-sharing options that can substantially offset disaster-related expenses. However, without careful tracking and documentation, agencies may miss out on millions of dollars in potential reimbursements. To mitigate this risk, EMDUS provides dedicated support through an EMD Recovery Specialist. This specialist helps navigate the complexities of disaster reimbursement, ensuring compliance with funding requirements and optimizing the financial recovery process to maximize reimbursements.
  - 6.4.6.2 **Turning Disaster Recovery into Financial Resilience** - Successful disaster recovery not only aids in restoring communities but also leads to revenue

generation by recouping funds spent on response and recovery efforts. By effectively leveraging reimbursement processes, agencies can recover costs and return critical resources to their budgets. This strengthens their financial resilience, ensuring that funds are available for future emergency response needs and helping maintain long-term preparedness and recovery capabilities.

- 6.4.6.3 **Proactive Financial Preparedness for Disaster Response** - In addition to post-disaster reimbursement, pre-disaster financial preparedness is crucial for ensuring that agencies are ready to meet evolving eligibility requirements. The EMDUS representative works closely with agencies' staff to stay ahead of changing funding policies and eligibility criteria, helping to position agencies for success before the next disaster strikes. This proactive approach ensures that resources are available when needed and that they are fully prepared for future response efforts.

**Conclusion: Strengthening Financial Resilience for Future Disasters** - By establishing robust financial tracking, documentation, and compliance practices, EMDUS ensures that agencies are not only prepared to recover funds after a disaster but also positioned to meet evolving eligibility requirements for future funding opportunities. This proactive approach minimizes financial strain, helps agencies capitalize on available resources, and strengthens long-term resilience. With the right preparedness measures in place, communities can ensure they are ready to respond effectively and recover quickly when the next disaster strikes, reinforcing their ability to protect public safety and recover swiftly.

## 7. Strengthening Leadership and Multi-Agency Coordination

EMDUS goes beyond the essential phases of emergency management by offering expert leadership support to ensure streamlined and effective operations. We focus on establishing clear roles and responsibilities, defining the authority of emergency management personnel, and ensuring full compliance with ICS, SEMS, and NIMS standards for seamless coordination. Our approach encourages strong collaboration across multiple agencies, including law enforcement, fire services, EMS, public health, public works, and local government—while also developing mutual aid agreements. We ensure efficient coordination with state and federal agencies, such as CalOES, FEMA, and DHS, for compliance and additional support when needed.

- 7.1 **Access to Exclusive Resources** - Partnering with EMDUS grants Agency access to exclusive resources, including automatic inclusion in critical projects such as the LHMP and EOP. Additionally, Agency will benefit from opportunities for grant funding, disaster recovery resources, and specialized training programs. Your assigned ESC also serves as an EMD Duty Officer, bringing real-world expertise and applying best practices from **large-scale** incidents to enhance your emergency preparedness.
- 7.2 **Commitment to Public Service Excellence** - At EMDUS, our foremost priority is to serve the public with dedication, integrity, and efficiency. We are committed to delivering professional, transparent, and effective emergency management support to ensure that communities are well-prepared for any crisis. Our mission is to enhance the readiness of your agency by providing the necessary resources, expertise, and strategies to strengthen resilience and safeguard lives. Through proactive planning, rapid response, and continuous collaboration, we strive to build a safer, more resilient future for all.
- 7.3 **Agency's First Approach** - Your assigned EMDUS Personnel is dedicated primarily to the Agency, ensuring you are fully prepared to respond to and recover from emergencies. However, as part of a mutual aid framework, your EMDUS Personnel may occasionally be deployed to assist in regional disaster response efforts. This opportunity enhances their expertise and brings valuable lessons back to Agency, further improving preparedness and response.
- 7.4 **Extensive Support Network**

EMDUS provides not just assigned personnel, but also access to an extensive support network, including EMD supervisors, managers, and specialized personnel in grant management, disaster recovery, training, and exercises. This partnership ensures that Agency remains at the forefront of emergency management's best practices, benefiting from the full breadth of our resources and expertise.

- 7.5 **High Professional Standards and Support** - EMDUS personnel operate under the highest professional standards, with oversight and support from the County. The County provides standard emergency management equipment, and -specific needs can be accommodated at the Agency's expense. The EMDUS personnel are equipped with a fully maintained emergency response vehicle, ready to respond to incidents within the assigned area. The Agency is responsible for providing office space, equipment, supplies, and Agency-labeled attire (e.g., polo) to ensure EMDUS Personnel appropriately represent the Agency. Personnel will be available per your contracted service level, responding promptly to local incidents and coordinating with regional partners as needed.
- 7.6 **Commitments** - The success of EMDUS personnel in executing their assigned projects hinges on the full support of the Leadership. Their involvement is vital in providing strategic direction, addressing challenges, and securing the necessary resources for successful implementation.
- 7.7 **Formal Work Plan Sign-off** - A key element of this support is the formal sign-off on the three-year Agency work plan. This plan serves as a roadmap for aligning priorities, optimizing workflows, and achieving long-term goals. Establishing clear, measurable, and achievable objectives within this period is essential for ensuring progress and accountability.
- 7.8 **Annual Collaboration Meeting for Enhanced Partnership** - EMD Executive staff values open communication and collaboration with the Agency's Executive staff and believes that regular meetings are essential to maintaining a strong, productive relationship. Therefore, we propose meeting with members of the Executive staff at least once per year. These meetings will provide an opportunity to touch base on ongoing initiatives, discuss evolving needs or concerns, and ensure alignment in working toward shared goals. By fostering open dialogue, we can better understand each other's expectations, identify areas for improvement, and continuously work to exceed those expectations, thereby strengthening our partnership and enhancing overall effectiveness.
- 7.9 **Quarterly Engagement for Continuous Improvement** - Leadership and EMDUS personnel must collaborate regularly through quarterly meetings to review ongoing initiatives, assess progress toward established goals, identify potential obstacles, and determine how leadership can provide the necessary support for successful project completion. This consistent engagement will help maintain alignment with the work plan, reinforce leadership's commitment, and ensure all stakeholders work cohesively to achieve the intended outcomes effectively.

### **Let EMDUS strengthen your Operational Area's readiness.**

By choosing EMDUS, your **Operational Area** gains more than an emergency management provider—it gains a dedicated ally committed to protecting public safety, ensuring compliance, and enhancing disaster response and recovery capabilities. Let us handle the complexities of emergency management while you focus on leading your community with confidence.

**EXHIBIT B****PAYMENT PROVISIONS**

The Agency shall compensate the County for quarterly EMDUS, as set forth below.

**1. Summary of Compensation for EMDUS:**

The chart below summarizes the annual rates the County will charge for services under this Agreement. The Agency's selected option is specified therein.

To ensure Agencies receive the appropriate level of support for their emergency management needs, EMDUS offers a range of service levels tailored to different levels of engagement and operational requirements. Each service level outlines the dedicated time an assigned EMDUS personnel will spend working within the Agency, with additional hours as needed and available. Below is a breakdown of each level of service:

- 1.1 Service Level I (100%)** – EMDUS personnel that are assigned to the Agency will, provide 40 hours of on-site service per week. Any additional hours worked beyond the standard 40-hour week on behalf of the Agency will be invoiced at the personnel's hourly rate.

OPTION (X)	ITEM DESCRIPTION	QUARTER 1 JUL-SEP	QUARTER 2 OCT-DEC	QUARTER 3 JAN-MAR	QUARTER 4 APR-JUN	TOTAL
<input type="checkbox"/>	Service Level I @ 100% (40 hrs/wk)	\$ 48,750.00	\$ 48,750.00	\$ 48,750.00	\$ 48,750.00	\$ 195,000.00

- 1.2 Service Level II (75%)** – EMDUS personnel that are assigned to the Agency will provide 30 hours of on-site service per week. Any additional hours worked beyond 30 hrs. within a 40-hour week on behalf of the Agency will be invoiced for that time at the personnel's actual hourly rate.

OPTION (X)	ITEM DESCRIPTION	QUARTER 1 JUL-SEP	QUARTER 2 OCT-DEC	QUARTER 3 JAN-MAR	QUARTER 4 APR-JUN	TOTAL
<input checked="" type="checkbox"/>	Service Level II @ 75% (30 hrs/wk)	\$ 36,562.50	\$ 36,562.50	\$ 36,562.50	\$ 36,562.50	\$ 146,250.00

- 1.3 Service Level III (50%)** – EMDUS personnel that are assigned to the Agency will provide 20 hours of on-site service per week. Any additional hours worked beyond 20 hrs. within a 40-hour week on behalf of the Agency will be invoiced at the personnel's hourly rate.

OPTION (X)	ITEM DESCRIPTION	QUARTER 1 JUL-SEP	QUARTER 2 OCT-DEC	QUARTER 3 JAN-MAR	QUARTER 4 APR-JUN	TOTAL
<input type="checkbox"/>	Service Level III @ 50% (20 hrs/wk)	\$ 24,375.00	\$ 24,375.00	\$ 24,375.00	\$ 24,375.00	\$ 97,500.00

- 1.4 Service Level IV (25%)** – EMDUS personnel that are assigned to the Agency will provide 10 hours

of on-site service per week. Any additional hours worked beyond 10 hrs. within a 40-hour week on behalf of the Agency will be invoiced at the personnel's hourly rate.

OPTION (X)	ITEM DESCRIPTION	QUARTER 1 JUL-SEP	QUARTER 2 OCT-DEC	QUARTER 3 JAN-MAR	QUARTER 4 APR-JUN	TOTAL
<input type="checkbox"/>	Service Level IV @ 25% (10 hrs/wk)	\$ 12,187.50	\$ 12,187.50	\$ 12,187.50	\$ 12,187.50	\$ 48,750.00

- 2. Overtime or Extraordinary Costs** – These are not included in the established rate. Overtime and extraordinary costs shall be calculated at 1.5 times the current employee rate for EMD staff. They must receive prior approval from the Agency’s authorized agent and the employee's supervisor.

Service Level	Hours Per Week	Total Weekly Commitment	Estimated Completion Time (52-Week Basis)	Additional Staff Required to complete plan in 1 Year (Agency)
100% (Full-Time)	40 hours	1 FTE	Min. 12 months	0 FTE
75% (Part-Time High)	30 hours	.75 FTE	Min. 18 months	Min. .25 FTE
50% (Part-Time Moderate)	20 hours	.50 FTE	Min. 21 months	Min. .50 FTE
25% (Part-Time Low)	10 hours	.25 FTE	Min. 24 months	Min. .75 FTE

**3. Fuel/Mileage:**

If ABH is requested, a fuel and mileage rate shall be applied for travel necessary to perform services to the Agency. This rate is in accordance with the current IRS “Standard Mileage Rate” and is subject to periodic review and adjustment under applicable laws, industry standards, and fluctuating fuel costs. This rate is intended to cover fuel costs, vehicle wear and tear, and other travel-related expenses incurred during service-related travel. Mileage shall be calculated based on the most direct route from the starting location to the service destination and back.

**4. Invoicing:**

The County will invoice the Agency at the end of each quarter. The payment is due by the 20<sup>th</sup> of the following month as follows:

- Quarter 1 (July 1- September 30) - due October 30<sup>th</sup>
- Quarter 2 (October 1- December 31) - due January 30<sup>th</sup>
- Quarter 3 (January 1- March 31) - due April 30<sup>th</sup>
- Quarter 4 (April 1 - June 30) - due July 30<sup>th</sup>

## EXHIBIT C

### WORKPLAN DEVELOPMENT AND IMPLEMENTATION

#### 1. Agency Workplan Development and Implementation

This timeline has been designed to establish clear expectations for each Agency regarding developing emergency management plans. It assumes that full-time equivalent (100%) EMDUS personnel lead the process, with multiple departments contributing to specific sections. Following FEMA's Comprehensive Preparedness Guide (CPG 101) and the California Office of Emergency Services Crosswalk, the process ensures compliance with federal and state emergency management standards while optimizing efficiency through interdepartmental collaboration. Given the full-time commitment of the EMDUS personnel and the engagement from multiple departments, the timeline duration is twelve (12) months. This structure allows for comprehensive research, iterative drafting, meaningful stakeholder engagement, and rigorous compliance review. It balances the need for thorough planning with the expectation of timely completion, ensuring Agency meets the regulatory requirements while maintaining operational readiness; however, the information below may not consider significant interruptions or low participation levels from key staff in the planning process.

#### 2. Emergency Operation Plan Development Phases & Timeline

This timeline provides a structured approach for an Emergency Operations Plan (EOP), Local Hazard Mitigation Program (LHMP), Continuity of Operations/Government (COOP/COG), etc., with a 100% Full-Time Emergency Manager leading development and multiple departments assisting in writing specific sections.

##### Plan Development Phases & Timeline (12 Months – 100% Full-Time EM with Department Support)

PHASE	KEY ACTIONS	ESTIMATED TIMELINE
<b>Phase 1: Project Initiation &amp; Stakeholder Engagement</b>	Form the EOP Planning Team: <ul style="list-style-type: none"> <li>- Assign roles and responsibilities</li> <li>- Review CPG 101 &amp; Cal OES Crosswalk for alignment</li> <li>- Identify key departments and external agencies for collaboration</li> </ul>	<b>Months 1-2</b>
<b>Phase 2: Hazard &amp; Risk Assessment</b>	Review Local Hazard Mitigation Plan (LHMP): <ul style="list-style-type: none"> <li>- Conduct Threat and Hazard Identification and Risk Assessment (THIRA)</li> <li>- Identify capability gaps &amp; vulnerabilities</li> <li>- Gather hazard-specific data for wildfires, flooding, earthquakes, rail incidents, hazardous materials, etc.</li> </ul>	<b>Months 3-4</b>
<b>Phase 3: EOP Framework &amp; Section Assignments</b>	Develop the EOP framework (Basic Plan, Functional Annexes, Hazard-Specific Annexes): <ul style="list-style-type: none"> <li>- Assign specific sections to Fire, Law Enforcement, Public Works, Utilities, Public Health, and Emergency Management</li> <li>- Cross-reference with Cal OES Crosswalk for compliance</li> </ul>	<b>Months 5-6</b>
<b>Phase 4: Writing the EOP – Basic Plan</b>	Emergency Manager drafts the Basic Plan (Purpose, Concept of Operations, Roles & Responsibilities): <ul style="list-style-type: none"> <li>- Develop organizational structure and incident command framework</li> <li>- Integrate emergency communication and coordination procedures</li> </ul>	<b>Months 6-7</b>
<b>Phase 5: Writing the EOP – Functional Annexes</b>	Departments draft their respective Functional Annexes (e.g., Communications, Evacuations, Mass Care, Public Health, Resource Management, etc.): <ul style="list-style-type: none"> <li>- Annex content aligns with departmental coordination and response procedures</li> <li>- Establish activation triggers and operational steps for each function</li> </ul>	<b>Months 8-9</b>
<b>Phase 6:</b>	Departments draft Hazard-Specific Annexes (e.g., Wildfires, Flooding, Rail Incidents, Hazardous Materials, Earthquakes):	<b>Months 10-11</b>

<b>Writing the EOP – Hazard-Specific Annexes</b>	<ul style="list-style-type: none"> <li>- Integrate mitigation strategies and response protocols</li> <li>- Include mutual aid coordination and external agency response roles</li> </ul>	
<b>Phase 7: Internal Review &amp; Compliance Check</b>	Conduct an EOP Planning Team review of the complete draft: <ul style="list-style-type: none"> <li>- Ensure compliance with FEMA, Cal OES, and NIMS/ICS standards</li> <li>- Submit for peer review (Riverside County EMD or partner agency)</li> </ul>	<b>Month 11</b>
<b>Phase 8: Agency Approval &amp; Adoption</b>	Present final EOP to Agency approving body for approval: <ul style="list-style-type: none"> <li>- Obtain required signatures from city leadership</li> <li>- Officially adopt and distribute the EOP</li> </ul>	<b>Month 12</b>
<b>Phase 9: Training &amp; Public Outreach</b>	Develop and deliver training for Agency staff, first responders, and key stakeholders: <ul style="list-style-type: none"> <li>- Conduct community preparedness outreach (CERT, businesses, schools)</li> <li>- Plan annual exercises and drills to validate EOP procedures</li> </ul>	<b>Ongoing after adoption</b>

### 3. Emergency Operation Plan Development Phases & Timeline

The table below outlines the distinct phases of the planning process, the key actions required within each phase to achieve its objectives, and the estimated timeline detailing the expected duration, sequence of phases, and milestones necessary to complete the Emergency Operations Plan (EOP). This planning framework can also be applied to other major plans, including but not limited to the Local Hazard Mitigation Plan (LHMP) and Continuity of Operations/Continuity of Government (COOP/COG) plans, etc.

The process follows FEMA's Comprehensive Preparedness Guide (CPG 101) and the Cal OES Crosswalk, ensuring compliance with federal and state emergency management standards while maximizing efficiency through interdepartmental collaboration.

Due to the part-time schedule and multi-departmental involvement, the timeline is over 18 months, allowing for thorough research, drafting, stakeholder engagement, and compliance review while accommodating limited working hours.

This timeline provides a structured approach for an Emergency Operations Plan (EOP), Local Hazard Mitigation Program (LHMP), Continuity of Operations/Government (COOP/COG), etc., with a 50% Part-Time Emergency Manager leading development and multiple city departments assisting in writing specific sections.

#### Plan Development Phases & Timeline (18 Months – 50% Part-Time EM with Department Support)

Phase	Key Actions	Estimated Timeline
<b>Phase 1: Project Initiation &amp; Stakeholder Engagement</b>	Form the EOP Planning Team: Assign roles and responsibilities Review CPG 101 & Cal OES Crosswalk for alignment Identify key departments and external agencies for collaboration	<b>Months 1-3</b>
<b>Phase 2: Hazard &amp; Risk Assessment</b>	Review Local Hazard Mitigation Plan (LHMP): Conduct Threat and Hazard Identification and Risk Assessment (THIRA) Identify capability gaps & vulnerabilities Gather hazard-specific data for wildfires, flooding, earthquakes, rail incidents, hazardous materials, etc.	<b>Months 4-6</b>
<b>Phase 3: EOP Framework &amp; Section Assignments</b>	Develop the EOP framework (Basic Plan, Functional Annexes, Hazard-Specific Annexes): <ul style="list-style-type: none"> <li>- Assign specific sections to Fire, Law Enforcement, Public Works, Utilities, Public Health, and Emergency Management</li> </ul> Cross-reference with Cal OES Crosswalk for compliance	<b>Months 7-8</b>

<b>Phase 4: Writing the EOP – Basic Plan</b>	Emergency Manager drafts the Basic Plan (Purpose, Concept of Operations, Roles & Responsibilities): - Develop organizational structure and incident command framework Integrate emergency communication and coordination procedures	<b>Months 9-10</b>
<b>Phase 5: Writing the EOP – Functional Annexes</b>	Departments draft their respective Functional Annexes (e.g., Communications, Evacuations, Mass Care, Public Health, Resource Management, etc.): - Annex content aligns with departmental coordination and response procedures Establish activation triggers and operational steps for each function	<b>Months 11-13</b>
<b>Phase 6: Writing the EOP – Hazard-Specific Annexes</b>	Departments draft Hazard-Specific Annexes (e.g., Wildfires, Flooding, Rail Incidents, Hazardous Materials, Earthquakes): - Integrate mitigation strategies and response protocols Include mutual aid coordination and external agency response roles	<b>Months 14-16</b>
<b>Phase 7: Internal Review &amp; Compliance Check</b>	Conduct an EOP Planning Team review of the complete draft: - Ensure compliance with FEMA, Cal OES, and NIMS/ICS standards Submit for peer review (Riverside County EMD or partner agency)	<b>Month 17</b>
<b>Phase 8: Agency Approval &amp; Adoption</b>	Present final EOP to Agency approving body for approval: - Obtain required signatures from city leadership Officially adopt and distribute the EOP	<b>Month 18</b>
<b>Phase 9: Training &amp; Public Outreach</b>	Develop and deliver training for Agency staff, first responders, and key stakeholders: - Conduct community preparedness outreach (CERT, businesses, schools) - Plan annual exercises and drills to validate EOP procedures	<b>Ongoing after adoption</b>

To meet timeline expectations, it is essential for departments to actively participate and comply with established deadlines throughout the Emergency Operations Plan (EOP) process. Timely engagement ensures that critical information, resource assessments, and operational responsibilities are accurately documented and incorporated into the plan. Departments must provide input, review draft sections, and complete assigned tasks within designated timeframes to prevent delays that could impact overall preparedness and compliance with regulatory requirements. Consistent participation also allows for effective coordination between agencies, ensuring that dependencies and response capabilities are aligned. By adhering to deadlines, departments contribute to a structured, efficient planning process, ultimately strengthening the Agency's ability to respond to and recover from emergencies.



# INDIAN WELLS CITY COUNCIL

## July 2, 2025



---

**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 180-day extension to the exclusive-negotiation agreements with Adobe Communities and Summit 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> cycle Housing Element (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 6<sup>th</sup> cycle Housing Element has been adopted by the City Council and certified by the State Department of Housing and Community Development.

As required in Program No. 3 of the Housing Element, the City has recently rezoned the vacant 34-acre parcel at the northeast corner of Miles Avenue and Warner Trail as a Public Benefit Zone (PB Zone), allowing future development of affordable and workforce

housing up to 24 dwelling units/acre on approximately 10-acres of the site. As identified in Program No. 3 of the Housing Element, the rezoning of the site is intended to help facilitate meeting the City's RHNA requirements. The City is currently seeking to acquire this property through eminent domain to ensure the public benefit of the site with future affordable housing, public park, open space and associated parking uses.

Summit Developers has submitted an 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 qualified staff for its new resort and wellness center. Their intent is to utilize a portion of the PB site to develop affordable work-force housing consistent with the City's RHNA commitments for the site.

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 has been delayed due to infrastructure improvements needed 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. They are also interested in developing a portion of the PB site with affordable housing consistent with our RHNA.

## **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 affordable workforce housing on the vacant parcel at the northeast corner of Miles Avenue and Warner Trail (referred to as the PB site). This will allow both potential developers the opportunity to conduct the necessary studies of the property and develop initial designs of affordable 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 PB 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.

---

<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.

The initial term of the ENAs was for 120-days, which expired in November 2024. They were subsequently extended for an additional 120-days in March 2025. The most recent ENAs are set to expire in August 2025. Staff is recommending an additional 180-day extension to both ENAs to afford Abode and Summit additional time to conduct their due diligence, which has been delayed due to the City awaiting a resolution on the City's effort on the eminent domain procedures for the PB site. The eminent domain matter is set to be heard in late August 2025.

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

### **OPTIONS:**

1. Authorize the City Attorney to prepare and the City Manager to execute a 180-day extension to the ENAs with Adobe Communities and Summit Developers.
2. Decide against extending the ENAs for one or both developers.
3. Provide alternative direction to staff.

### **FISCAL IMPACT:**

This action involves no fiscal impact to the City. The extension of the ENAs will simply allow the perspective developers more time to do their due diligence investigating the site and preparing conceptual designs.

### **CITY COUNCIL STRATEGIC GOALS:**

At the 2025 Strategic Planning session, the City Council reaffirmed its commitment to develop new housing units in the community, with special interest for new affordable units at the corner of Miles and Warner Trail.

### **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, as warranted.

# INDIAN WELLS CITY COUNCIL

## July 2, 2025



---

**To:** City Council  
**From:** Finance Department  
**Prepared by:** Amy Dallosta, Accountant  
**Subject:** **City Treasurer's Report for April 2025**

### RECOMMENDED ACTIONS:

Council **RECEIVES** and **FILES** the City Treasurer's Report for April 2025; and

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

### DISCUSSION:

This report comprehensively analyzes the City of Indian Wells' cash and investment position as of April 30, 2025. The city maintains a robust investment strategy, focusing on prudence, liquidity, and compliance with legal requirements. The Treasurer's certification ensures adherence to the city's investment policy and compliance with the State of California Government Code section 53600.

#### Financial Snapshot:

As of April 30, 2025:

- Total cash and investments: \$92,987,579.19
- Portfolio rate of return: 3.649%

#### Treasurer's Certification:

The City Treasurer certifies:

- Compliance with the city's investment policy and legal requirements.
- Adequate liquidity to meet financial obligations for the next six months, ensuring static and dynamic liquidity.

### Fiscal Prudence:

Aligned with the fiduciary duty, the city adheres to a prudent investment approach, considering economic conditions and anticipated needs. Investments are guided by a written policy emphasizing safety, liquidity, and yield.

### **BACKGROUND:**

The Treasurer's Report provides a monthly update on cash activity and the investment portfolio, ensuring reconciliation with the General Ledger. Investments align with the city's investment policy and State legislation, covering U.S. treasuries, federal agency securities, corporate notes, municipal bonds, CDs, and overnight cash investments.

### Investment Strategy:

The city's investment portfolio is designed to achieve a market rate of return within risk constraints. Diversification across institutions, security types, and maturities maximizes safety and yield amid changing market conditions.

### **FISCAL IMPACT:**

The investment portfolio generated \$401,938.71 in earnings for April 2025. The investment strategy aims for consistent returns throughout budgetary and economic cycles, reflecting prudent risk management. Moreover, the strategy's success in consistently generating returns reflects its adaptability to changing market conditions. As economic cycles fluctuate, the city's investment approach remains resilient, adjusting to dynamic financial landscapes to optimize safety and yield.

### **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. City Treasurer's Report

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

**ATTACHMENT #1**

MONTH: **April 30, 2025**

Investment #	Investment Type	Investment Description	Book Value
<b>Bank Checking &amp; Sweep</b>			
1		Pacific Western Bank - Sweep ***1117	389,294.65
2		Pacific Western Bank - Accts. Payable ***3411	0.00
3		Pacific Western Bank - Payroll ***1752	0.00
6		Pacific Western Bank - Ambulance ***7937	0.00
7		Pacific Western Bank - Public Funds MMA ***5064	16,467.26
8		US Bank Money Market - Investment	0.00
9		US Bank Money Market - 4590	13,882,103.89
10		US Bank Money Market - 4591	16,370,510.49
19		Petty Cash	2,000.00
			<b>30,660,376.29</b>
<b>Managed Pool Accounts</b>			
21		Local Agency Investment Fund - City 98-33-385	6,656,111.31
			<b>6,656,111.31</b>
<b>Certificates of Deposit</b>			
525		Certificate of Deposit-Bank of Baroda 06063HMS9	249,000.00
548		Certificate of Deposit-Toyota Financial Sgs Bank 89235MKY6	250,000.00
550		Certificate of Deposit-Greenstate Credit Union 39573LBL1	250,000.00
557		Certificate of Deposit-Pentagon Federal Credit Union 70962LAS1	249,000.00
558		Certificate of Deposit-Nelnet Bank, Inc 64034KAG6	250,000.00
561		Certificate of Deposit-Beal Bank 07371AYE7	250,000.00
562		Certificate of Deposit-Beal Bank USA 07371CE88	250,000.00
573		Certificate of Deposit-Capital One NA 14042RUJ8	250,000.00
574		Certificate of Deposit-Austin Telco Fed Credit Union 052392BT3	250,000.00
575		Certificate of Deposit-Synchrony Bank 87164XR65	250,000.00
585		Certificate of Deposit-Liberty First Credit Union 530520AK1	249,000.00
586		Certificate of Deposit-First Guaranty Bank Hammond LA	249,000.00
587		Certificate of Deposit-Medallion Bank Utah 58404DSW2	249,000.00
588		Certificate of Deposit-Pitney Bowes Bank 724468AG8	244,000.00
589		Certificate of Deposit-Bank Five Nine 062119CD2	249,000.00
590		Certificate of Deposit-First Foundation Bank 32026UW51	244,000.00
591		Certificate of Deposit-Summit National Bank 86616RAG0	249,000.00
592		Certificate of Deposit-First National Bank of America 32110YD93	249,000.00
597		Certificate of Deposit-Morgan Stanley Private Bank 61768ET29	244,000.00
598		Certificate of Deposit-Cross River Bank 227563EX7	244,000.00
599		Certificate of Deposit-Universal Bank and Trust Co 91527PCF2	249,000.00
607		Certificate of Deposit-Sallie Mae 795451DM2	244,000.00
609		Certificate of Deposit-Leaders Credit Union 52171MAN5	249,000.00
612		Certificate of Deposit-Pacific Premier Bank 4800121693	256,217.98
			<b>5,966,217.98</b>
<b>Medium Term Corporate Notes</b>			
526		Montebello CA Pens Oblig AA 612285AE6	1,001,363.51
533		JP Morgan Chase Bank NA 46632FRU1	2,000,000.00
538		JP Morgan Chase 48128G2Q2	1,000,000.00
549		Bank of America MTN 06048WM31	1,000,000.00
556		Bank of America MTN 06048WM72	1,000,000.00
576		John Deere Capital Corp 24422EWR6	1,014,900.36
611		Toyota Motor Credit Corp 89236TMK8	997,575.83
			<b>8,013,839.70</b>
<b>Federal Agency Issues</b>			
542		Fed. Farm Credit Bank 3130ALJ62	1,000,000.00
544		Fed. Farm Credit Bank 3130ALMM3	2,000,000.00
546		Fed. Farm Credit Bank 3130ALW67	1,000,000.00
551		Fed. Farm Credit Bank 3130AMW57	2,000,000.00
559		Fed. Home Loan Bank 3130AQWF6	1,000,000.00
560		Fed. Home Loan Bank 3130AQWJ8	1,000,000.00
563		Fed. Home Loan Bank 3130AQZ55	1,000,000.00
566		Fed. Home Loan Bank 3130ARGE5	1,000,000.00
571		Fed. Home Loan Bank 3130ASS67	1,000,000.00
572		Fed. Home Loan Bank 3130ASS91	1,000,000.00
605		Fed.Home Loan Bank 3130B1UH8	2,000,000.00
613		Fed.Home Loan Bank 3130B4RS2	2,000,000.00
			<b>16,000,000.00</b>
<b>Municipal Bonds</b>			
531		Natomas CA School District 63877NMM6	300,000.00
			<b>300,000.00</b>
<b>Treasury Securities</b>			
593		United States Treasury Bill 91282CFU0	9,947,722.87
594		United States Treasury Bill 91281OFF0	13,432,244.94
610		United States Treasury Bill 91282CLK5	2,011,066.10
			<b>25,391,033.91</b>
<b>Total Pooled Cash and Investments</b>			<b>\$ 92,987,579.19</b>
Fair Value Increase (over cost)			(1,682,191.79)
<b>Outstanding items</b>			
Warrants/Wire Transfers Outstanding (Bank)			(533,630.01)
Outgoing ACH Payments Outstanding (GL)			29,517.22
Incoming Payments Outstanding (GL)			(50.00)
Credit Card in Transit			14,267.38
<b>Total Outstanding Items</b>			<b>(489,895.41)</b>
<b>Reconciled Bank Balance</b>			<b>\$ 90,815,491.99</b>
<b>General Ledger Balance</b>			<b>\$ 90,815,491.99</b>

0.00

# NET CASH & INVESTMENT SUMMARY APRIL 2025

	April 2025	April 2024
<b><u>UNRESTRICTED FUNDS</u></b>		
<b>GENERAL FUND</b>		
101 - GENERAL	\$ 21,306,269.91	\$ 20,315,422.57
<b>TOTAL GENERAL FUND</b>	<b>21,306,269.91</b>	<b>20,315,422.57</b>
<b><u>RESTRICTED FUNDS</u></b>		
<b>SPECIAL REVENUE FUNDS</b>		
202 - TRAFFIC SAFETY	0.00	12,788.76
203 - PUBLIC SAFETY 1/2 CENT SALES TAX	0.00	9,565.79
204 - MEASURE "A"	0.00	61,052.52
209 - F.A.M.D. #1	568,300.41	848,651.62
210 - SCAQMD (VEHICLE REG.)	19,473.00	15,271.19
211 - AB 3229 COPS FUNDING	0.00	61,157.06
214 - GAS TAX 2103 MAINTENANCE	0.00	2,589.10
215 - GAS TAX 2105 MAINTENANCE	0.00	2,357.47
216 - GAS TAX 2106 CONSTRUCT/MAINT	0.00	1,818.16
217 - GAS TAX 2107 MAINTENANCE	0.00	3,268.88
218 - GAS TAX 2107.5 ENG./ADMIN	0.00	0.00
219 - GAS TAX RMRA	0.00	202,881.17
228 - EMERG. UPGRADE SERVICES	6,318,119.87	4,687,076.76
247 - AB 939 RECYCLING FUND	232,410.08	280,639.39
248 - SOLID WASTE	54,100.04	85,165.73
251 - STREET LIGHTING DISTRICT 2000-1	20,956.98	17,374.28
253- INDIAN WELLS VILLAS OPERATIONS	43,870.18	106,610.55
254- MOUNTAIN VIEW VILLAS OPERATIONS	257,751.94	347,385.38
256- HOUSING AUTHORITY	752,159.72	1,123,412.90
271 - ELDORADO DRIVE LLMD	116,413.88	77,497.90
272 - MONTECITO/STARDUST LLMD	21,307.87	10,178.89
273 - CASA DORADO LLMD	1,353.83	1,356.48
274 - THE COVE LLMD	1,434.33	14,447.07
275 - SH 111/IWGR (ENTRANCE) LLMD	349,794.54	194,321.57
276 - CLUB/IW LANE LLMD	55,963.40	29,674.14
277 - COLONY LLMD	121,090.28	94,068.24
278 - COLONY COV ESTATES LLMD	55,949.61	48,838.34
279 - DESERT HORIZONS LLMD	1,186.34	667.25
280 - MOUNTAIN GATE LLMD	118,659.08	101,221.79
281 - MOUNTAIN GATE ESTATES LLMD	50,064.54	46,751.91
282 - VILLAGIO LLMD	271,280.69	239,262.92
283 - VAIDYA LLMD	42,333.40	35,574.01
284 - CLUB, SOUTH OF 111 LLMD	40,686.76	33,547.91
285 - MONTELENA LLMD	115,815.14	86,138.71
286 - SUNDANCE LLMD	1,493.37	1,525.51
287 - PROVINCE LLMD	100,760.69	99,171.80
288 - PROVINCE DBAD	610,147.52	554,568.34
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>10,342,877.49</b>	<b>9,537,879.49</b>
<b>CAPITAL PROJECT FUNDS</b>		
310 - PARK FACILITIES FEES	0.00	0.00
311 - TRANSPORTATION FACILITIES FEES	0.00	10,063.17
313 - RECREATION FACILITIES FEES	0.00	217.21
314 - PARK-IN-LIEU FEES	0.00	3,277.10
315 - CITYWIDE PUBLIC IMPROVEMENT FEE	0.00	6,341.35
316 - CAPITAL IMPROVEMENT	14,238,972.68	11,892,102.33
319 - ART IN PUBLIC PLACES	745,584.30	751,666.64
321 - HIGHWAY 111 CIRCULATION IMP FEE	0.00	36,460.70
<b>TOTAL CAPITAL PROJECT FUNDS</b>	<b>14,984,556.98</b>	<b>12,700,128.50</b>

<b><u>RESTRICTED FUNDS (Cont.)</u></b>	<b><u>April 2025</u></b>	<b><u>April 2024</u></b>
<b>REPLACEMENT FUNDS</b>		
326 - BUILDINGS CAPITAL RESERVE	2,464,412.80	2,113,012.80
327 - BRIDGES CAPITAL RESERVE	2,250,372.00	1,916,148.00
328 - MEDIANS & PARKWAYS CAPITAL RESERVE	1,860,789.07	1,557,830.07
329 - STORM DRAINS CAPITAL RESERVE	1,108,389.00	865,812.00
330 - TRAFFIC SIGNALS CAPITAL RESERVE	970,929.00	739,387.00
331 - TECHNOLOGY CAPITAL RESERVE	916,206.00	689,055.00
332 - CITY STREETS CAPITAL RESERVE	18,661,435.00	17,010,165.00
333 - CITY VEHICLES CAPITAL RESERVE	472,361.00	280,826.00
350 - DISASTER RECOVERY RESERVE	625,632.00	433,619.00
<b>TOTAL REPLACEMENT FUNDS</b>	<b>29,330,525.87</b>	<b>25,605,854.87</b>
<b>SUCCESSOR AGENCY FUNDS</b>		
453 - DEBT SERVICE	4,878,726.93	5,352,411.68
456 - RDA OBLIGATION RETIREMENT	0.00	(661,303.00)
<b>TOTAL SUCCESSOR AGENCY FUNDS</b>	<b>4,878,726.93</b>	<b>4,691,108.68</b>
<b>FINANCING AUTHORITY FUNDS</b>		
460 - INDIAN WELLS FINANCING AUTHORITY	15,438.40	0.93
<b>TOTAL FINANCING AUTHORITY FUNDS</b>	<b>15,438.40</b>	<b>0.93</b>
<b>ENTERPRISE FUNDS</b>		
560 - INDIAN WELLS GOLF RESORT	7,095,079.54	1,194,897.72
<b>TOTAL ENTERPRISE FUNDS</b>	<b>7,095,079.54</b>	<b>1,194,897.72</b>
<b>INTERNAL SERVICE FUNDS</b>		
601 - INTERNAL TRUST FUND	2,293,428.73	1,533,756.36
<b>TOTAL INTERNAL SERVICE FUNDS</b>	<b>2,293,428.73</b>	<b>1,533,756.36</b>
<b>RESERVE FUNDS</b>		
602 - COMPENSATED ABSENCES	0.00	613,149.00
<b>TOTAL RESERVE FUNDS</b>	<b>0.00</b>	<b>613,149.00</b>
<b>TRUST &amp; AGENCY FUNDS</b>		
732 - SPECIAL DEPOSITS	568,588.14	817,710.61
<b>TOTAL TRUST &amp; AGENCY FUNDS</b>	<b>568,588.14</b>	<b>817,710.61</b>
<b>TOTAL ALL FUNDS</b>	<b>90,815,491.99</b>	<b>77,009,908.73</b>
<b>FISCAL AGENTS</b>		
253 - INDIAN WELLS VILLAS	88,472.91	83,048.38
254 - MOUNTAIN VIEW VILLAS	198,073.83	413,127.66
453 - US BANK TRUSTEE - SUCCESSOR AGENCY DEBT SERVICE	5,457.65	585.15
460 - US BANK - INDIAN WELLS FINANCE AUTHORITY	2,299,185.35	6,727,560.28
560 - INDIAN WELLS GOLF RESORT	2,720,550.31	3,269,965.51
601 - INTERNAL TRUST FUND	13,837,808.33	1,457,910.01
<b>TOTAL FISCAL AGENTS</b>	<b>19,149,548.38</b>	<b>11,952,196.99</b>
<b>TOTAL ALL FUNDS &amp; FISCAL AGENTS</b>	<b>\$ 109,965,040.37</b>	<b>\$ 88,962,105.72</b>
<b>UNRESTRICTED FUNDS</b>	<b>21,306,269.91</b>	<b>20,315,422.57</b>
<b>RESTRICTED FUNDS</b>	<b>88,658,770.46</b>	<b>68,646,683.15</b>
	<b>\$ 109,965,040.37</b>	<b>\$ 88,962,105.72</b>



**The City of Indian Wells  
Portfolio Management  
Portfolio Summary  
April 30, 2025**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts - LAIF	6,656,111.31	6,656,111.31	6,656,111.31	7.16	1	1	4.222	4.281
Money Market Sweep/Checking Account	30,660,376.29	30,660,376.29	30,660,376.29	32.97	1	1	4.135	4.193
Negotiable CD's	5,710,000.00	5,681,711.64	5,710,000.00	6.14	1,825	991	2.776	2.814
Medium Term Corporate Notes	8,000,000.00	7,847,720.00	8,013,839.70	8.62	1,794	534	1.758	1.782
Federal Agency Issues - Callables	16,000,000.00	15,752,480.00	16,000,000.00	17.21	1,824	817	2.709	2.747
Treasury Securities	25,000,000.00	25,808,110.00	25,391,033.91	27.31	1,650	1,168	4.146	4.204
Miscellaneous Securities - Coupon	300,000.00	297,768.00	300,000.00	0.32	1,765	92	1.085	1.100
Componding Certificates of Deposit	256,217.98	256,217.98	256,217.98	0.28	365	126	3.521	3.570
	<b>92,582,705.58</b>	<b>92,960,495.22</b>	<b>92,987,579.19</b>	<b>100.00%</b>	<b>1,038</b>	<b>567</b>	<b>3.599</b>	<b>3.649</b>

**Investments**

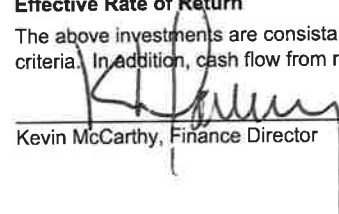
**Total Earnings April 30 Month Ending**

Current Year 259,036.36

**Average Daily Balance 88,086,972.19**

**Effective Rate of Return 3.58%**

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

  
Kevin McCarthy, Finance Director

Reporting period 04/01/2025-04/30/2025

Run Date: 06/09/2025 - 18:09

No fiscal year history available

Portfolio CITY  
AP

PM (PRF\_PM1) 7.3.11  
Report Ver. 7.3.11

**The City of Indian Wells  
Portfolio Management  
Portfolio Details - Investments  
April 30, 2025**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 360	Days to Maturity	Maturity Date
<b>Managed Pool Accounts - LAIF</b>												
SYS21	21	LAIF - City			6,656,111.31	6,656,111.31	6,656,111.31	4.281		4.222	1	
SYS23	23	LAIF - Redevelopment			0.00	0.00	0.00	0.233		0.230	1	
<b>Subtotal and Average</b>			<b>3,555,215.98</b>		<b>6,656,111.31</b>	<b>6,656,111.31</b>	<b>6,656,111.31</b>			<b>4.222</b>	<b>1</b>	
<b>Money Market Sweep/Checking Account</b>												
SYS1	1	Pacific Western Bank			389,294.65	389,294.65	389,294.65	0.250		0.247	1	
SYS6	6	Pacific Western Bank-Ambulance		07/01/2023	0.00	0.00	0.00			0.000	1	
SYS7	7	Pacific Western-PublicFundsMMA			16,467.26	16,467.26	16,467.26	4.450		4.389	1	
SYS8	8	US Bank Money Market		07/01/2023	0.00	0.00	0.00			0.000	1	
SYS10	10	US Bank Money Market-4591			16,370,510.49	16,370,510.49	16,370,510.49	4.230		4.172	1	
SYS9	9	US Bank Money Market-4590			13,882,103.89	13,882,103.89	13,882,103.89	4.260		4.202	1	
SYS2	2	Pacific Western - Acct Payable		07/01/2023	0.00	0.00	0.00			0.000	1	
SYS3	3	Pacific Western-Payroll		07/01/2023	0.00	0.00	0.00			0.000	1	
SYS4	4	Union Bank-Checking			0.00	0.00	0.00	0.200		0.197	1	
SYS19	19	Petty Cash		07/01/2023	2,000.00	2,000.00	2,000.00			0.000	1	
SYS5	5	WestAmerica Bank		07/01/2023	0.00	0.00	0.00			0.000	1	
<b>Subtotal and Average</b>			<b>26,013,203.88</b>		<b>30,660,376.29</b>	<b>30,660,376.29</b>	<b>30,660,376.29</b>			<b>4.135</b>	<b>1</b>	
<b>Negotiable CD's</b>												
052392BT3	574	Austin Telco Fed Credit Union		09/21/2022	250,000.00	248,295.00	250,000.00	3.800		3.748	873	09/21/2027
06063HMS9	525	Bank of Baroda		07/22/2020	249,000.00	246,963.18	249,000.00	0.700		0.690	82	07/22/2025
062119CD2	589	Bank Five Nine		07/31/2023	249,000.00	251,928.24	249,000.00	4.500		4.438	1,184	07/28/2028
07371AYE7	561	Beal Bank - Plano TX		02/23/2022	250,000.00	240,605.00	250,000.00	1.900		1.874	657	02/17/2027
07371CE88	562	Beal Bank USA		02/23/2022	250,000.00	240,605.00	250,000.00	1.900		1.874	657	02/17/2027
14042RUJ8	573	Capital One NA		09/21/2022	250,000.00	248,752.50	250,000.00	3.900		0.000	873	09/21/2027
227563EX7	598	Cross River Bank		03/07/2024	244,000.00	244,800.32	244,000.00	4.250		4.192	1,406	03/07/2029
320437AD8	586	First Guaranty Bank Hammond LA		08/11/2023	249,000.00	251,933.22	249,000.00	4.500		4.438	1,191	08/04/2028
32110YD93	592	First National Bank of America		08/16/2023	249,000.00	256,305.66	249,000.00	4.450		4.394	1,202	08/15/2028
32026UW51	590	First Foundation Bank		08/16/2023	244,000.00	246,449.76	244,000.00	4.450		0.000	1,196	08/09/2028
39573LBL1	550	Greenstate Credit Union		06/16/2021	250,000.00	241,315.00	250,000.00	0.900		0.888	411	06/16/2026
52171MAN5	609	Leaders Credit Union		08/30/2024	249,000.00	247,543.35	249,000.00	4.000		3.945	1,582	08/30/2029
530520AK1	585	Liberty First Credit Union		08/11/2023	249,000.00	255,003.39	249,000.00	4.700		4.641	1,194	08/07/2028
58404DSW2	587	Medallion Bank Utah		07/31/2023	249,000.00	251,173.77	249,000.00	4.400		4.406	1,187	07/31/2028
61768ET29	597	Morgan Stanley Private Bank		03/06/2024	244,000.00	245,659.20	244,000.00	4.350		4.290	1,405	03/06/2029
64034KAG6	558	Nelnet Bank, Inc.		02/02/2022	250,000.00	239,097.50	250,000.00	1.500		1.479	642	02/02/2027
70962LAS1	557	Pentagon Federal Credit Union		09/29/2021	249,000.00	238,170.99	249,000.00	0.900		0.888	516	09/29/2026
724468AG8	588	Pitney Bowes Bank Inc.		07/31/2023	244,000.00	246,071.56	244,000.00	4.400		0.000	1,187	07/31/2028
795451DM2	607	Sallie Mae		07/26/2024	244,000.00	245,366.40	244,000.00	4.300		4.241	1,545	07/24/2029

Portfolio CITY  
AP  
PM (PRF\_PM2) 7.3.11

**The City of Indian Wells  
Portfolio Management  
Portfolio Details - Investments  
April 30, 2025**

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 360	Days to Maturity	Maturity Date
<b>Negotiable CD's</b>												
86616RAG0	591	Summit National Bank		08/16/2023	249,000.00	254,253.90	249,000.00	4.500		4.443	1,197	08/10/2028
87164XR65	575	Synchrony Bank		09/23/2022	250,000.00	249,032.50	250,000.00	3.950		3.896	875	09/23/2027
89235MKY6	548	Toyota Financial Sgs Bk		04/22/2021	250,000.00	242,440.00	250,000.00	0.900		0.888	356	04/22/2026
91527PCF2	599	Universal Bank and Trust Co.		03/13/2024	249,000.00	249,946.20	249,000.00	4.250		4.192	1,412	03/13/2029
<b>Subtotal and Average</b>			<b>6,885,733.33</b>		<b>5,710,000.00</b>	<b>5,681,711.64</b>	<b>5,710,000.00</b>			<b>2.776</b>	<b>991</b>	
<b>Medium Term Corporate Notes</b>												
06048WM31	549	Bank of America MTN A		05/28/2021	1,000,000.00	969,480.00	1,000,000.00	1.250		1.233	392	05/28/2026
06048WM72	556	Bank of America MTN A		07/30/2021	1,000,000.00	961,470.00	1,000,000.00	1.200		1.184	455	07/30/2026
24422EWR6	576	John Deere Capital Corp		05/18/2023	1,000,000.00	1,018,950.00	1,014,900.36	4.750		4.083	994	01/20/2028
48128G2Q2	538	JPMorgan Chase & Co		02/26/2021	1,000,000.00	963,300.00	1,000,000.00	0.800		0.789	301	02/26/2026
46632FRU1	533	JP Morgan Chase Bank NA		01/22/2021	2,000,000.00	1,930,240.00	2,000,000.00	0.700		0.690	266	01/22/2026
612285AE6	526	Montebello CA Pens Oblig AA		07/17/2020	1,000,000.00	998,240.00	1,001,363.51	2.503		0.819	31	06/01/2025
89236TMK8	611	Toyota Motor Credit Corp		11/06/2024	1,000,000.00	1,006,040.00	997,575.83	4.550		4.549	1,561	08/09/2029
<b>Subtotal and Average</b>			<b>8,781,452.45</b>		<b>8,000,000.00</b>	<b>7,847,720.00</b>	<b>8,013,839.70</b>			<b>1.758</b>	<b>534</b>	
<b>Federal Agency Issues - Callables</b>												
3130ALJ62	542	Fed. Home Loan Bank		03/24/2021	1,000,000.00	972,180.00	1,000,000.00	0.875		0.863	327	03/24/2026
3130ALMM3	544	Fed. Home Loan Bank		03/30/2021	2,000,000.00	1,945,580.00	2,000,000.00	1.000		0.986	333	03/30/2026
3130ALW67	546	Fed. Home Loan Bank		04/22/2021	1,000,000.00	972,270.00	1,000,000.00	1.100		1.085	356	04/22/2026
3130AMW57	551	Fed. Home Loan Bank		06/30/2021	2,000,000.00	1,950,840.00	2,000,000.00	1.250		0.873	425	06/30/2026
3130AQWF6	559	Fed. Home Loan Bank		02/25/2022	1,000,000.00	970,610.00	1,000,000.00	2.150		2.121	665	02/25/2027
3130AQWJ8	560	Fed. Home Loan Bank		02/24/2022	1,000,000.00	968,960.00	1,000,000.00	2.050		2.022	664	02/24/2027
3130AQZ55	563	Fed. Home Loan Bank		03/10/2022	1,000,000.00	976,780.00	1,000,000.00	2.500		2.466	678	03/10/2027
3130ARGE5	566	Fed. Home Loan Bank		04/21/2022	1,000,000.00	983,340.00	1,000,000.00	3.000		2.959	720	04/21/2027
3130ASS67	571	Fed. Home Loan Bank		08/16/2022	1,000,000.00	1,000,070.00	1,000,000.00	4.500		4.438	837	08/16/2027
3130ASS91	572	Fed. Home Loan Bank		08/10/2022	1,000,000.00	995,430.00	1,000,000.00	4.000		3.945	831	08/10/2027
3130B1UH8	605	Fed. Home Loan Bank		07/03/2024	2,000,000.00	2,010,520.00	2,000,000.00	5.000		4.932	1,517	06/26/2029
3130B4RS2	613	Fed. Home Loan Bank		01/29/2025	2,000,000.00	2,005,900.00	2,000,000.00	5.000		4.932	1,721	01/16/2030
<b>Subtotal and Average</b>			<b>16,900,000.00</b>		<b>16,000,000.00</b>	<b>15,752,480.00</b>	<b>16,000,000.00</b>			<b>2.709</b>	<b>817</b>	
<b>Treasury Securities</b>												
91282CFU0	593	U.S. Treasury		12/12/2023	10,000,000.00	10,127,000.00	9,947,722.87	4.125		4.294	913	10/31/2027
912810FF0	594	U.S. Treasury		12/14/2023	13,000,000.00	13,685,490.00	13,432,244.94	5.250		4.143	1,294	11/15/2028
91282CLK5	610	U.S. Treasury		09/20/2024	2,000,000.00	1,995,620.00	2,011,066.10	3.625		3.437	1,583	08/31/2029
<b>Subtotal and Average</b>			<b>25,395,148.57</b>		<b>25,000,000.00</b>	<b>25,808,110.00</b>	<b>25,391,033.91</b>			<b>4.146</b>	<b>1,168</b>	

Portfolio CITY  
AP  
PM (PRF\_PM2) 7.3.11

Run Date: 06/09/2025 - 18:09

**The City of Indian Wells  
Portfolio Management  
Portfolio Details - Investments  
April 30, 2025**

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 360	Days to Maturity	Maturity Date
<b>Miscellaneous Securities - Coupon</b>												
63877NMM6	531	Natomas CA Sch Dist AA Insured		10/01/2020	300,000.00	297,768.00	300,000.00	1.100		1.085	92	08/01/2025
<b>Subtotal and Average</b>			<b>300,000.00</b>		<b>300,000.00</b>	<b>297,768.00</b>	<b>300,000.00</b>			<b>1.085</b>	<b>92</b>	
<b>Componding Certificates of Deposit</b>												
4800121693	612	Pacific Premier Bank		09/04/2024	256,217.98	256,217.98	256,217.98	3.570		3.521	126	09/04/2025
<b>Subtotal and Average</b>			<b>256,217.98</b>		<b>256,217.98</b>	<b>256,217.98</b>	<b>256,217.98</b>			<b>3.521</b>	<b>126</b>	
<b>Total and Average</b>			<b>88,086,972.19</b>		<b>92,582,705.58</b>	<b>92,960,495.22</b>	<b>92,987,579.19</b>			<b>3.599</b>	<b>567</b>	



2014, 2015, 2016, 2020 Series  
Portfolio Management  
Portfolio Summary  
April 30, 2025

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Sweep/Checking Account	5,448.65	5,448.65	5,448.65	100.00	1	1	0.000	0.000
<b>Investments</b>	<b>5,448.65</b>	<b>5,448.65</b>	<b>5,448.65</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.000</b>	<b>0.000</b>

Total Earnings	April 30 Month Ending
Current Year	0.00
Average Daily Balance	5,200.17
Effective Rate of Return	0.00%

  
Kevin McCarthy, Agency Treasurer

Reporting period 04/01/2025-04/30/2025

Run Date: 05/28/2025 - 19:47

No fiscal year history available

Portfolio 14A  
CP  
PM (PRF\_PM1) 7.3.11  
Report Ver. 7.3.11

**2014, 2015, 2016, 2020 Series  
Portfolio Management  
Portfolio Details - Investments  
April 30, 2025**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 365	Days to Maturity	Maturity Date
<b>Money Market Sweep/Checking Account</b>												
SYS28	28	2014A Bonds Reserve		07/01/2023	0.00	0.00	0.00			0.000	1	
SYS26	26	All Bond Series Principal		07/01/2023	3,149.21	3,149.21	3,149.21			0.000	1	
SYS25	25	All Bond Series Interest		07/01/2023	2,298.99	2,298.99	2,298.99			0.000	1	
SYS27	27	All Bond Series Debt Svc		07/01/2023	0.45	0.45	0.45			0.000	1	
SYS24	1	Cost Of Issuance Escrow		07/01/2023	0.00	0.00	0.00			0.000	1	
<b>Subtotal and Average</b>			<b>5,200.17</b>		<b>5,448.65</b>	<b>5,448.65</b>	<b>5,448.65</b>			<b>0.000</b>	<b>1</b>	
<b>Total and Average</b>			<b>5,200.17</b>		<b>5,448.65</b>	<b>5,448.65</b>	<b>5,448.65</b>			<b>0.000</b>	<b>1</b>	



2015 A Bonds  
Portfolio Management  
Portfolio Summary  
April 30, 2025

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

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

Investments

Total Earnings April 30 Month Ending

Current Year	0.00
Average Daily Balance	1.00
Effective Rate of Return	0.00%

  
Kevin McCarthy, Agency Treasurer

Reporting period 04/01/2025-04/30/2025

Run Date: 05/28/2025 - 19:59

No fiscal year history available

Portfolio 15A  
CP  
PM (PRF\_PM1) 7.3.11  
Report Ver. 7.3.11

**2015 A Bonds  
Portfolio Management  
Portfolio Details - Investments  
April 30, 2025**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 365	Days to Maturity	Maturity Date
<b>Money Market Sweep/Checking Account</b>												
SYS27	27	2015 A Reserve		07/01/2023	1.00	1.00	1.00			0.000	1	
SYS22	22	UBC Cost Of Issuance Escrow		07/01/2023	0.00	0.00	0.00			0.000	1	
<b>Subtotal and Average</b>			<b>1.00</b>		<b>1.00</b>	<b>1.00</b>	<b>1.00</b>			<b>0.000</b>	<b>1</b>	
<b>Total and Average</b>			<b>1.00</b>		<b>1.00</b>	<b>1.00</b>	<b>1.00</b>			<b>0.000</b>	<b>1</b>	





**2016 A Bonds  
Portfolio Management  
Portfolio Summary  
April 30, 2025**

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

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

Investments

Total Earnings	April 30 Month Ending
Current Year	0.00
Average Daily Balance	1.00
Effective Rate of Return	0.00%

  
Kevin McCarthy, Agency Treasurer

Reporting period 04/01/2025-04/30/2025

Run Date: 05/28/2025 - 20:10

No fiscal year history available

**2016 A Bonds  
Portfolio Management  
Portfolio Details - Investments  
April 30, 2025**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 365	Days to Maturity	Maturity Date
<b>Money Market Sweep/Checking Account</b>												
SYS28	1	UBC Cost Of Issuance Escrow		07/01/2023	0.00	0.00	0.00			0.000	1	
SYS33	2	Union Bank Reserve Account		07/01/2023	1.00	1.00	1.00			0.000	1	
<b>Subtotal and Average</b>			<b>1.00</b>		<b>1.00</b>	<b>1.00</b>	<b>1.00</b>			<b>0.000</b>	<b>1</b>	
<b>Total and Average</b>			<b>1.00</b>		<b>1.00</b>	<b>1.00</b>	<b>1.00</b>			<b>0.000</b>	<b>1</b>	

**2020 A Bonds  
Portfolio Management  
Portfolio Summary  
April 30, 2025**

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

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

<b>Total Earnings</b>	<b>April 30 Month Ending</b>
Current Year	0.00
<b>Average Daily Balance</b>	<b>1.00</b>
<b>Effective Rate of Return</b>	<b>0.00%</b>

  
Kevin McCarthy, Agency Treasurer

Reporting period 04/01/2025-04/30/2025

Run Date: 05/28/2025 - 19:10

No fiscal year history available

Portfolio 20A  
CP  
PM (PRF\_PM1) 7.3.11  
Report Ver 7.3.11

**2020 A Bonds  
Portfolio Management  
Portfolio Details - Investments  
April 30, 2025**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 365	Days to Maturity	Maturity Date
<b>Money Market Sweep/Checking Account</b>												
SYS1	1	2020 A Bonds COI		07/01/2023	0.00	0.00	0.00			0.000	1	
SYS2	2	2020 A Bonds Reserve		07/01/2023	1.00	1.00	1.00			0.000	1	
<b>Subtotal and Average</b>			<b>1.00</b>		<b>1.00</b>	<b>1.00</b>	<b>1.00</b>			<b>0.000</b>	<b>1</b>	
<b>Total and Average</b>			<b>1.00</b>		<b>1.00</b>	<b>1.00</b>	<b>1.00</b>			<b>0.000</b>	<b>1</b>	



2022 Bonds  
Portfolio Management  
Portfolio Summary  
April 30, 2025

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Sweep/Checking Account	2,299,185.35	2,299,185.35	2,299,185.35	100.00	1	1	0.000	0.000
Investments	2,299,185.35	2,299,185.35	2,299,185.35	100.00%	1	1	0.000	0.000

Total Earnings	April 30	Month Ending
Current Year	0.00	
Average Daily Balance	2,993,529.85	
Effective Rate of Return	0.00%	

  
Kevin McCarthy, Agency Treasurer

Reporting period 04/01/2025-04/30/2025

Run Date: 05/28/2025 - 20:42

No fiscal year history available

Portfolio 22  
CP  
PM (PRF\_PM1) 7.3.11  
Report Ver. 7.3.11

**2022 Bonds  
Portfolio Management  
Portfolio Details - Investments  
April 30, 2025**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Fitch	YTM 365	Days to Maturity	Maturity Date
<b>Money Market Sweep/Checking Account</b>												
SYS2	2	2022 Bonds COI		07/01/2023	0.00	0.00	0.00			0.000	1	
SYS4	4	2022 Bonds Interest		07/01/2023	441.86	441.86	441.86			0.000	1	
SYS1	1	2022 Bonds Project Fund			2,298,273.82	2,298,273.82	2,298,273.82			0.000	1	
SYS5	5	2022 Bonds Redemption Fund		07/01/2023	469.66	469.66	469.66			0.000	1	
SYS3	3	2022 Bonds Payment Fund		07/01/2023	0.01	0.01	0.01			0.000	1	
<b>Subtotal and Average</b>			<b>2,993,529.85</b>		<b>2,299,185.35</b>	<b>2,299,185.35</b>	<b>2,299,185.35</b>			<b>0.000</b>	<b>1</b>	
<b>Total and Average</b>			<b>2,993,529.85</b>		<b>2,299,185.35</b>	<b>2,299,185.35</b>	<b>2,299,185.35</b>			<b>0.000</b>	<b>1</b>	

# INDIAN WELLS CITY COUNCIL

## July 2, 2025



---

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Kristen Nelson, Administrative Services Manager  
**Subject:** **Amendment to Sheriff Services Agreement and Supplemental Appropriation for Motorcycle Purchases**

### RECOMMENDED ACTIONS:

Council **APPROVES** an Amendment to the Sheriff Services Agreement with Riverside County; and

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

**AUTHORIZES** staff to develop an agreement with the City of Rancho Mirage to share public safety services and for the City Manager to execute; and

**APPROVES** a \$100,000 Supplemental Appropriation for costs associated with the purchase of two (2) new, fully equipped motorcycles; and

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

### DISCUSSION:

At the June 10, 2025, Special City Council Meeting, the Council approved a new, three-year Service Agreement with Riverside County Sheriff's Department (RSD) to provide municipal police protection and enforcement services for the City of Indian Wells from July 1, 2025, through June 30, 2028. This contract provides for patrol, traffic enforcement, investigative teams, and access to all RSD resources (e.g., K-9, narcotics, aerial patrol, racing enforcement, etc.). This contract can be amended to address the needs of the community.

In addition to 24-hour a day patrol force coverage, the City's contract with RSD includes, two Deputy Sheriff positions for burglary suppression ("SET Team"), one Deputy Sheriff position for motorcycle traffic enforcement ("Motor Officer"), four Community Service Officer II ("CSO") positions for various support activities, one Forensic Technician II position that provides investigative and analytical support, and one Sheriff Lieutenant position to act as the Indian Wells Police Chief. Additionally, the City shares the cost of

a Crime Analyst and Forensic Technician who assist in conducting intelligence-led policing, analytical research, and investigation for both Indian Wells and Rancho Mirage.

During the City Council Strategic Planning Session held on April 17, 2025, the City Council instructed Staff, in collaboration with the Public Safety Committee, to review the Police Department deployment model for efficiency and effectiveness. The intent was to examine opportunities to expand our existing partnership with the Cove Communities (Rancho Mirage and/or Palm Desert) to provide enhanced public safety services while maintaining low crime rates and ensuring community safety. The Council also wanted to examine adding an additional motor officer to address traffic enforcement in the community, which has been a resident request for the past several months.

#### Public Safety Committee Discussion

At the June 10, 2025, Public Safety Committee, RSD and staff presented a reconfiguration of RSD resources that significantly increases traffic enforcement efforts, while maintaining patrol and specialized deputy coverage throughout the day to handle 911 calls for service. The proposal shifts a portion of the late evening/early morning patrol to traffic enforcement and added RSD supervision. It is important to note that this shift does not change SET deputy coverage of the City, which occurs both day and night to address and deter burglaries and other criminal efforts, or patrol coverage from neighboring RSD communities (La Quinta and Palm Desert), who respond into Indian Wells to assist RSD as needed.

Currently, the City's one motor officer provides four (4) days of coverage in the City. At times this can be less due to vacation, court appearances, or training. Under the proposed reconfiguration, the City will add another full-time motor officer, doubling the City's traffic enforcement capabilities throughout the day and week. This change requires the addition of a supervising motor sergeant position, which will be shared equally with Rancho Mirage. This motor sergeant will also be provided a motorcycle to support traffic enforcement efforts in both Indian Wells and Rancho Mirage.

In addition, RSD requires SET deputies to be supervised by a sergeant. The proposed reconfiguration accounts for this need through a proposed partnership with Rancho Mirage to share a SET sergeant, rather than funding the position alone. This will generate savings for the City, while also meeting the needs of RSD. It is important to note that the SET sergeant will be deployed into Indian Wells and Rancho Mirage to assist in SET operations and patrol within the community.

At the Public Safety Committee meeting, RSD Lt. Frank Schiavone, Indian Wells Police Chief, endorsed this program as aligns with the City's pressing concerns about traffic safety and is strongly supported by five years of data on calls for service, crime, and incident priorities. "The proposal leverages the full capabilities of our motor units, which are trained to handle all calls as effectively as patrol deputies, with equal or faster



response times, and relies on the Sheriff's obligation to ensure public safety utilizing deputies from the surrounding cities to respond if needed."

According to Lt. Schiavone, RSD does not have any reservations for reallocating resources to provide additional day coverage and address traffic enforcement. According to his presentation, the change makes sense for the following reasons:

- The Community has voiced significant concerns about traffic safety, likely driven by Indian Wells' status as a resort destination with heavy daytime traffic from tourism, events, business activity, and commuters. Adding a second motor officer during the day directly addresses this priority. Motor units specialize in traffic enforcement that focus on issuing citations and DUI arrests, reducing collisions, and improving safety metrics. With additional traffic enforcement during the day, they can proactively target hazardous violations during peak traffic hours, aligning with the city's goal to enhance public safety.
- Traffic enforcement is a legitimate concern. For the period of May 2023 to May 2024, a total of 1,199 traffic citations were issued. Since our newest Motor Officer started in Indian Wells in May 2024, he has single-handedly written over 2,400 citations.
- The five-year data of all calls for service illustrates that a majority of calls for service occur during the daytime (50.7% or 7,076 calls), when compared to evening hours (49.3% or 6,891 calls). This data does not reflect the growing community concern for traffic enforcement.
- While calls for service during the day and night are similar, priority incidents are significantly higher during the day, with life-threatening, most urgent, and non-urgent calls happening during daytime hours.

Law enforcement utilizes a priority scale to determine the level of urgency of a call: Priority 1 (life-threatening), Priority 2 (urgent), and Priority 3 (non-urgent). In 2024/2025, the day shift handled 1,016 priority incidents (24 Priority 1, 563 Priority 2, 429 Priority 3), or 63.5% of the total 1,599 incidents, compared to 583 (36.5%) at night (19 Priority 1, 384 Priority 2, 180 Priority 3). Notably, 70.4% of Priority 3 incidents (429 of 609) and 59.5% of Priority 2 incidents (563 of 947) occur during the day, reflecting a higher demand for non-emergency and urgent responses. Even Priority 1 incidents, though fewer, lean slightly toward the day (24 vs. 19, or 55.8%). The 2023/2024 data mirrors this, with 65.1% of Priority 1, 64.1% of Priority 2, and 69.9% of Priority 3 incidents during the day. This consistent pattern over two years underscores the need for robust daytime staffing.

- Motor officers are trained to handle all calls for service (life-threatening, urgent, non-urgent, and serious crimes) with response times equal to or faster than patrol deputies. With a higher daytime priority incident load, the City will be well covered to ensure no gaps in emergency response.
- Evening patrol, SET deputies, and mandatory coverage by RSD deputies in La Quinta and Palm Desert covers the Indian Wells evening incident load.

One of the roles of the Public Safety Committee is to monitor public safety trends and data to address changing needs within the community, as recommended by both RSD and CalFire. If the reallocation of resources is approved, RSD and staff will monitor the effectiveness of the changes and report back to the Public Safety Committee.

Staff will also coordinate a contract amendment with RSD for Fiscal Years 2025-2028 and a shared service agreement with the City of Rancho Mirage for the two sergeant positions.

### **Public Safety Committee Recommendation:**

At the June 10, 2025, Public Safety Committee, the Committee unanimously approved RSD's proposal to reallocate resources to significantly increase traffic enforcement efforts in the community, while maintaining patrol and specialized deputy coverage throughout the day and night to handle 911 calls for service. This reallocation includes the addition of a dedicated motor officer and two shared sergeants. The approval included the understanding that additional motorcycles would need to be purchased.

### **OPTIONS:**

The City Council has the following options:

1. Approve the Public Safety Committee Recommendation to reallocate resources;
2. Deny the Public Safety Committee Recommendation to reallocate resources; or
3. Provide alternative direction.

### **FISCAL IMPACT:**

A reallocation of resources will not only facilitate increased traffic enforcement and sergeant coverage within the community but will also yield cost savings for the City. For Fiscal Year 2025-2026, the RSD contract is budgeted at \$6,246,908. According to the proposed modifications, RSD has estimated that the City of Indian Wells will realize an approximate savings of \$338,708 in the initial year of the new agreement.

To facilitate the acquisition of two motorcycles, a Supplemental Appropriation of \$100,000 is required, along with the inclusion of this purchase in the City's Capital Improvement Project list for Fiscal Year 2025-2026. Sufficient operational cost savings resulting from

the RSD contract amendment are available to offset this expenditure. Furthermore, the City of Rancho Mirage will reimburse the City of Indian Wells for its respective share of one of the motorcycles.

### **CITY COUNCIL STRATEGIC GOAL:**

Approval of this project is consistent with the two City Council strategic goal initiatives: A review of the City' public safety deployment model; and fiscal responsibility and sustainability by expanding partnerships with other communities that improve the City's fiscal efficiency.

### **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. (15061(b)(3).)

# INDIAN WELLS CITY COUNCIL

## July 2, 2025



**To:** City Council  
**From:** Public Works Department  
**Prepared by:** Ken Seumalo, Public Works Director  
**Subject:** **Pilot Program-Temporary Installation of Speed Cushions Along Fairway Drive**

### RECOMMENDED ACTIONS:

Council **DISCUSSES** and provides **DIRECTION** to initiate a pilot program to install temporary speed cushions along Fairway Drive; and

If appropriate, **APPROVES** a Supplemental Appropriation of \$109,000 from the City's General Fund to complete the pilot program as described in this report; and

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

### DISCUSSION:

The City recently completed a study related to pedestrians, bicycles, and golf cart safety called Safer Streets. The outcome of the study initiated the design for safety modifications to Fairway Drive and Cook Streets while proposing minor changes to Eldorado Drive and Rancho Palمراس Drive. During the public engagement process for Safer Streets, residents express interest in controlling traffic speeds along Fairway Drive using speed humps, or speed cushions. At the June 10, 2025, the City Council meeting, the Council adopted various improvements to Fairway Drive, Eldorado Drive, Rancho Palمراس, and Cook Street to enhance pedestrian, bicycle, vehicle, and golf cart safety. As part of the Council deliberations, the Council directed staff to bring forth a staff report outlining a program to temporarily install speed cushions on Fairway Drive to study their effectiveness of reducing speeds.

As directed, Staff are proposing the following experiment to test the effectiveness of speed cushions on traffic speeds along Fairway Drive and any positive or negative impacts on traffic speed and volume on Eldorado, Rancho Palمراس, and Cook:

- Conduct a speed study along Fairway Drive by placing speed monitoring devices prior to the installation of speed cushions. The results of this study will provide a "baseline" speed and volume of traffic. Additional monitoring devices will be used

on Cook Street, Rancho Palمراس, and Cielito Drive to establish baseline speed and traffic volume counts.

- Install speed cushions along Fairway Drive, in coordination with the Fire Department to address any impacts to response times and consistent with State approved road design standards for speed cushions.
- Monitor and collect traffic speed and volume data on all four corridors after the installation of speed cushions to understand the impact the speed cushions on Fairway Drive have on traffic volume and speeds on Fairway, Eldorado, Rancho Palمراس, and Cook.

The goal of this exercise is to understand the effectiveness of speed cushions on the speed and volume of traffic along Fairway Drive, but also the unintended impacts to traffic speed and volume changes, on Cook Street, Rancho Palمراس, Eldorado, and Cielito Drive.

From start to finish, staff anticipate this study to take approximately six-months to complete. Schedule would be dependent on the public bidding process, and the length of time the chosen vendor would need to manufacture the speed cushions. Once the data has been analyzed, Staff will report the findings back to the City Council.

### **FISCAL IMPACT:**

This pilot program is not part of the adopted Fiscal Year 2025-26 budget and requires a supplemental appropriation of \$109,000. The study and data collection cost are \$15,000, purchase of the removable Speed Cushions for a cost of \$84,000, and a \$10,000 contingency. Staff are requesting the transfer of \$109,000 from the City's General Fund Reserve Account to a separate project account for the pilot program-speed cushion study.

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

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

# INDIAN WELLS CITY COUNCIL

## July 02, 2025



**To:** City Council  
**From:** Public Works Department  
**Prepared by:** Ken Seumalo, Public Works Director  
**Subject:** **Stop Sign Warrant Study**

### RECOMMENDED ACTIONS:

Council **RECEIVES** and **FILES** the findings of the stop warrant studies conducted as part of the Safer Streets community discussions; and

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

### BACKGROUND:

Over the past few years, the City of Indian Wells has been developing the Safer Streets Program, which was identified to improve pedestrian and bicycle safety, seek opportunities to reduce speeding in the community, and address unsafe vehicular activities in the residential areas. The project is a result of residents expressing concerns about traffic issues in this area of the City, specifically along Fairway Drive, Eldorado Drive, Rancho Palmeras, and Cook Street. These concerns were also reiterated during the community engagement process for the City-Wide Traffic Safety Study and the Safer Streets outreach.

During the Safer Streets public engagement process, the public expressed an interest in adding stop signs to assist in reducing speeds and improving safety along the corridors. Staff recommended each uncontrolled intersection within the four streets be studied for the potential need for additional stop signs. As such, a traffic engineer conducted a Stop Warrant Study to determine if additional stop signs were "warranted" under the conditions established under state traffic laws. Based on the preliminary results of the study, none of the 18 intersections qualified for additional stop signs. These results were shared with the Community at the June 10, 2025, City Council meeting. At the meeting, the Stop Warrant Study was not in its final form. It has since been finalized and is also available on the Safer Streets project website <https://www.cityofindianwells.org/city-hall/departments/public-works/safer-streets-indian-wells>. The report is not attached to this report due to it being voluminous.

## **DISCUSSION:**

As part of the Safer Streets discussion by the City Council, Mayor Whitman requested to provide a copy of the finalized Stop Warrant Study to the community and to have a public discussion on the Stop Warrant Study process and a better understanding of the role community desire for a stop sign is considered in the review.

### Stop Warrant Study

When evaluating traffic control devices, the City follows State guidelines described in the California Manual of Uniform Traffic Control Devices (CAMUTCD). The process described in the CAMUTCD uses minimum guidelines with respect to traffic volumes, number of collisions, traffic speed, visibility, sight distance, and other considerations as requirements to recommend, in this case, stop sign control at the intersections.

The Stop Warrant Study evaluated data collected for collisions over a 12-month period; vehicle and pedestrian volumes, speeds, and delay; and sight distances available for drivers to make safe driving decisions. The decision to recommend a stop-controlled intersection or not is determined by each of these metrics meeting a specific criterion. For example, the CAMUTCD requires a minimum of five (5) collisions occurring in a 12-month period. Details of each metric for each intersection on the four corridors can be found in the actual Stop Warrant Study on file with the City Clerk.

Each of the seventeen (17) intersections were evaluated with the following criteria:

1. Is the stop sign necessary as an interim measure where traffic control signals are justified?
2. Reported crashes- five or more in a 12-month period?
3. Does the intersection meet minimum traffic and pedestrian volumes, speeds and delays?
4. Is there a combination of the above criteria that reaches 80%?

None of the 17 intersections met these criteria, and as a result the installation of an unwarranted multi-way stop sign was not recommended.

Also requested was a review of the recommendation from the traffic engineer with the additional topic of community desire. The overarching criteria for substantiating the need for a stop-controlled intersection is Engineering Judgement. Engineering Judgement refers to the entirety of the data collection process and the aforementioned MUTCD guidelines and does not include the desires or opinions of the road users to have a stop sign installed. A review by the City's City Engineer concurs with the findings of the report and subsequent outreach to the contracted traffic engineer did not support the risk of installing unwarranted stop signs. The traffic engineer is not willing to grant the City design immunity if the stop signs are not warranted.

Staff has informed the City Council that a City can install a stop sign that is not supported by a Stop Warrant Study. However, staff does not recommend the City Council consider this option, as it is against professional standards and doing so will place liability for an incident or accident at intersections with an unsubstantiated stop sign fully upon the City. A follow-up discussion with the City's insurance agency, California Joint Powers Insurance Agency, has concluded that they will not insure the City for any incidents that are at an intersection with an unsubstantiated stop sign.

### **OPTIONS:**

The City Council has the following options:

1. Receive and File this informational report;
2. Instruct staff to seek out proposals to conduct another Stop Warrant Study by another traffic engineering firm; or
3. Provide alternative direction.

### **FISCAL IMPACT:**

The fee to conduct the Stop Warrant Study by the City's on-call traffic engineering firm, Hertzog & Crabill, Inc. for the 17 intersections along the corridor was \$50,820. Sufficient funds were available in the Safer Streets Capital fund.

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

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



# INDIAN WELLS CITY COUNCIL

## July 2, 2025



---

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Angelica Avila, City Clerk  
**Subject:** **Council Discussion of Future Agenda Item Relating to Councilmember Reimbursement Policy**

### RECOMMENDED ACTIONS:

Council **CONSIDER** whether to place a discussion-and-action item on a future agenda regarding the City's councilmember-reimbursement policy; and

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

### DISCUSSION:

In accordance with Section 3.01.030 of the Indian Wells City Council Policy Manual, during councilmember comments, Councilmember Taylor requested that an item be considered on a future agenda to review the city's councilmember-reimbursement policies for efficiency and flexibility within the requirements of state law and the city's charter. The request was submitted at least 14 days before the July 2 regular meeting.

When this item is considered during the Council Reports section of the July 2 agenda, the Council must do one of the following:

1. Direct the matter to come back at a subsequent council meeting;
2. Direct the matter to an existing ad hoc or standing committee;
3. Create a new ad hoc committee to review the matter; or
4. Decline to future consider the matter.

The city's voter-approved charter prohibits the expenditure of city funds on behalf of a councilmember for the member's "personal use or benefit," but it also expressly authorizes "the reimbursement of ordinary and necessary expenses incurred in the performance of [the councilmember's] duties" as long as the "expenditures were [1] reasonably incurred and [2] approved in advance by the City Council." (IW Charter, § 101; bracketed numbers added.)

If the council desires to add the item to a future agenda, staff recommend that the council first refer it to the Finance or Governance subcommittee to discuss with staff and the city attorney's office regarding statutory and charter considerations before the subcommittee forms a recommendation to the Council. Alternatively, the Council may decide to place the item on a future agenda without receiving a subcommittee recommendation first.

### **FISCAL IMPACT:**

None.

### **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

## July 2, 2025



---

**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Christopher Freeland, City Manager Department  
**Subject:** **Review of Purpose and Function of the Indian Wells Golf Resort Advisory Committee**

### RECOMMENDED ACTIONS:

Council **REVIEWS** and **DISCUSSES** the purpose and function of the Indian Wells Golf Resort Advisory Committee; and

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

### BACKGROUND:

At the June 20, 2024, City Council meeting, the Council adopted a resolution to amend the purpose and functions of the Golf Resort Advisory Committee. This was completed after a Council Ad Hoc Committee (Mayor Whitman and former Councilmember Griffith) were asked to examine the structure, efficiency, and make recommendations to revamp duties and processes of all City Committees.

During discussions between the Ad hoc Committee and members of the Indian Wells Golf Resort Advisory Committee it was suggested to provide a clearer purpose and function of the Committee.

**Purpose and Functions of the Golf Resort Advisory Committee.** (Current Function)

The Indian Wells Golf Resort is an award-winning, premier golfing destination, and a major point of community pride. The Golf Resort Advisory Committee is focused on preserving the prestigious reputation of the Indian Wells Golf Resort, by serving as liaisons between the golfing community and the City of Indian Wells. The Golf Advisory Committee provides suggestions on the operations and maintenance of the Indian Wells Golf Resort to the City Council. The scope of such involvement includes the following:

1. Participate and give recommendations on long-range planning, improvements to both golf courses and the driving range, course utilization, and other ancillary activities, which support the Indian Wells Golf Resort operations to provide a high-quality experience for all golfers.
2. Serve as representatives of resident golfers on preserving access for resident play and ease in the resident booking experience.
3. Receive reports from management on golf, merchandising, marketing and Food and Beverage operations. The scope of the reporting will not include any financial reporting, as the financial performance of the Golf Resort is not within the advisory scope of the Committee.
4. Act as ambassadors of the Indian Wells Golf Resort by providing suggestions to the management company that enhances visitor and resident experiences in all operations of the golf resort.
5. Promote the sport of golf to all ages.

In addition, the Ad hoc Committee recommended changes in the membership of the Committee to allow the General Managers, or their designee, from each of the City's Resort Hotels to serve on the Committee. The addition of "or their designee" was included to assist in meeting quorum needs and allow representation from hotel partners when the General Manager is not available to attend.

## **DISCUSSION:**

Councilmember Taylor has requested a discussion by the Council clarifying the resolution limiting the Committee's ability to opine on matters that may impact the financial performance of the resort without discussing the financials of the resort.

Specifically, the Golf Resort Advisory Committee resolution states, the Committee shall "Receive reports from management on golf, merchandising, marketing and Food and Beverage operations. The scope of the reporting will not include any financial reporting, as the financial performance of the Golf Resort is not within the advisory scope of the Committee."

Staff worked closely with the Ad hoc Committee on this particular provision. The intent was to allow Troon to manage and operate the Golf Resort without the Committee asserting itself into the operational costs and profitability of the golf resort, and to preserve Council's responsibility to oversee resident amenities (e.g., Golf Resort). This is especially true with the new management contract with Troon that incentivizes Troon for its performance and the new structure of the restaurant contract.

The intent of this provision has been interpreted by some to mean the Committee is not allowed to discuss any matter dealing with the finances of the Golf Resort (e.g., green fees, food costs at Kestrel, profitability of the facility, etc.); however, the Committee has been asked to make recommendations to Council that have financial implications (e.g., selection of architect for Players Couse redesign costs, quality of bunker sand, addition of clocks, benches, etc.). Golf Resort staff did provide monthly reporting on the rise of golf average daily rate, covers at Kestrel, etc., at previous Golf Resort Advisory Committee meetings. This has since stopped due to concerns over the interpretation of this provision.

Staff is seeking Council's discussion and direction on the matter, including any recommendations to provide clarifying language to the resolution, do nothing, or provide alternative direction.

Please note that staff does not recommend any changes to the Golf Resort Advisory Committee's functions that could interfere with Troon's ability to operate or manage the finances of the Golf Resort or require any renegotiation of Troon's management agreement.

#### **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).)

#### **ATTACHMENT:**

1. Resolution

**RESOLUTION NO. 2024-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, REVISING THE PURPOSE AND FUNCTIONS OF THE GOLF RESORT ADVISORY COMMITTEE**

**WHEREAS**, the City Council of the City of Indian Wells re-established the Golf Resort Advisory Committee on December 19, 2013 by adopting Resolution No. 2013-58; and

**WHEREAS**, the Committee responsibilities include the service levels, maintenance, and quality of the guest's experiences at the Indian Wells Golf Resort; and

**WHEREAS**, the City Council now desires and intends to revise the policies governing the Golf Resort Advisory Committee.

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

**SECTION 1. Golf Resort Advisory Committee.** The Golf Resort Advisory Committee (the "Committee") was established to advise and make recommendations to the City Council on issues pertaining to the Indian Wells Golf Resort. The Committee shall consist of the following members with voting authority for purposes of the Committee's work: the General Managers, or their designee from each of the City's Resort Hotels, the General Manager of the Indian Wells Golf Resort, the Indian Wells Golf Resort's Director of Golf, the Indian Wells Golf Resort's Director of Agronomy, and five (5) resident members. The resident members of the Committee shall maintain residency in Indian Wells throughout their term. The Committee will also include two City Council members who serve in an ex-officio capacity. The Committee can be terminated at any time by the affirmative vote of three (3) members of the City Council. The City Manager and/or his designee shall serve as the staff liaison for the Committee.

**SECTION 2. Purpose and Functions of the Golf Resort Advisory Committee.** The Indian Wells Golf Resort is an award-winning, premier golfing destination, and a major point of community pride. The Golf Resort Advisory Committee is focused on preserving the prestigious reputation of the Indian Wells Golf Resort, by serving as liaisons between the golfing community and the City of Indian Wells. The Golf Advisory Committee provides suggestions on the operations and maintenance of the Indian Wells Golf Resort to the City Council. The scope of such involvement includes the following:

1. Participate and give recommendations on long-range planning, improvements to both golf courses and the driving range, course utilization, and other ancillary activities, which support the Indian Wells Golf Resort operations to provide a high-quality experience for all golfers.
2. Serve as representatives of resident golfers on preserving access for resident play and ease in the resident booking experience.
3. Receive reports from management on golf, merchandising, marketing and Food and Beverage operations. The scope of the reporting will not include any financial

reporting, as the financial performance of the Golf Resort is not within the advisory scope of the Committee.

4. Act as ambassadors of the Indian Wells Golf Resort by providing suggestions to the management company that enhances visitor and resident experiences in all operations of the golf resort.
5. Promote the sport of golf to all ages.

**SECTION 3. Regular Meetings – Day and Time.** The Committee shall hold at least one (1) meeting each month. Regular meetings shall be held on the fourth Tuesday of each month at 2:00 p.m. The day and time of the regular meeting may be amended by a majority vote of the City Council. The Committee may elect to cancel meetings upon good and valid reason. Additional meetings and/or study sessions may be called as required.

**SECTION 4. Brown Act.** This Committee is subject to all the requirements of the Ralph M. Brown Act.

**SECTION 5. Effective Date.** This Resolution shall take effect upon adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Indian Wells, California, at a regular meeting held on this 20<sup>th</sup> day of June 2024.

  
**GREG SANDERS**  
**MAYOR**

**CERTIFICATION FOR RESOLUTION NO. 2024-25**

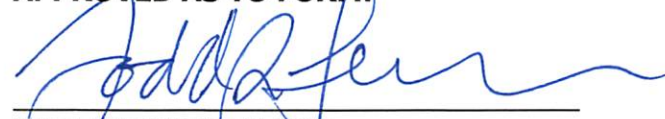
I, Angelica Avila, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Indian Wells on the 20 day of June 2024, by the following vote:

AYES: Griffith, Peabody, Reed, Sanders, Whitman  
NOES: None

**ATTEST:**

  
**ANGELICA AVILA**  
**CITY CLERK**

**APPROVED AS TO FORM:**

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

# INDIAN WELLS CITY COUNCIL

## July 2, 2025



**To:** City Council  
**From:** City Manager Department  
**Prepared by:** Christopher Freeland, City Manager  
**Subject:** **History of the Tee Committee**

### RECOMMENDED ACTIONS:

Council **RECEIVES** and **FILES** this informational report on the history of the Tee Committee; and

**FINDS** the action is not a Project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5).

### BACKGROUND:

On April 8, 1985, the City of Indian Wells' Redevelopment Agency entered into an easement agreement (Attachment No. 1) with the Daon Corporation, Stouffer Investment Corporation, Desert Horizons, Inc., and GSH Limited for the City to construct, operate, and maintain two first-class 18-hole championship golf courses with club house and other customary golf ancillary facilities. The land where the current golf courses are located is built on City, Grand Hyatt (portions of the Celebrity Course along the perimeter of the hotel property), and Renaissance Esmerelda (former Hole 18 of the Players Course, clubhouse, driving range, and parking lot). Over the years, this underlying easement agreement has been modified to reflect changes in ownership of the hotels and underlying property, shifting of the golf course for hotel expansions, etc.

Today, Grand Hyatt is the successor to the land owned by Desert Horizons, Inc. and GSH Limited. Renaissance Esmerelda is the successor to the land owned by the Doan Corporation and Stouffer Investment Corporation.

One of the features of the Easement Agreement was the desire for all stakeholders to meet at least quarterly to discuss the maintenance, operation, management of the golf resort, and other provisions of the Easement Agreement.



Section 8 of the Easement Agreement states:

Agency - Grantor Meetings.

Agency and the Golf Resort Operator, if other than Agency, agree to meet not less often than quarterly with Grantors (or more frequently as the parties may agree) to discuss the maintenance, operation and management of the Golf Resort, to discuss possible revisions to the Maintenance and Operation Standards and/or the RFP Standards, and to discuss any policies and matters which materially affect the use of the Golf Resort, including, without limitation, golf time reservation policy, hours of operation, green fees and other charges relating to the use of the Golf Resort. All material changes to the Maintenance and Operation Standard and/or RFP Standards shall be discussed with all Grantors at a meeting of Agency, the Golf Resort Operator, if other than Agency, and Grantors, prior to implementation.

According to a review of City Council minutes, the City and signatory stakeholders would conduct meetings to discuss various topics as the "Tee Committee." Examples of these discussions include:

- Development of golf stay and play packages (1987)
- Taxicab regulations to and from hotel/golf resort properties (1990)
- Discussion on limiting time and frequency of fireworks displays at hotels (1991)
- Resort campus signage along Highway 111 (1991)
- Tee Committee serving as the City's Tourism Committee until its formation (1991)
- Addition of computers to golf carts (1992)
- Development of Complimentary Golf Policy (1993)
- Gulfstream Aerospace Invitational (1993)
- Increasing golf rates for non-hotel guests (1995)
- Discussion of reworking the driving range (1995)
- Painting of cart bridge and fences at the Golf Resort (1997)
- Discussion on purchasing electronic reservation system at golf resort (1999)
- Discussion on the marshal program (1999)
- Addition of GPS to golf carts (2002)
- Interview architects for the remodel of the Golf Resort Clubhouse (2002)

The minutes reflect that the Tee Committee was very active from 1987 through 2002. With an additional meeting in 2011 to discuss golf rates. The drop-in activity of the Tee Committee coincides with the formation of the Golf Resort Committee.

In 2002, the City Council formed a Golf Resort Committee consisting of two Councilmembers, the City Manager, a City staff liaison, the General Manager of the Golf Resort, the General Managers of the four resort hotels, and two Indian Wells residents. This new committee was not intended to replace the existing Tee Committee, even though the Tee Committee membership would be part of this new committee. Rather,

the Golf Resort Committee was formed to allow greater discussion of numerous and varied topics regarding the Golf Resort beyond what was allowed under the existing Easement Agreement and to broaden participation of residents and other hotel partners into the recommendations to the Council on the Golf Resort. Over the years, the Golf Committee has been renamed to the Golf Resort Advisory Committee.

#### Other Provisions of the Easement Agreement

In 1993, the Tee Committee developed a Complimentary Golf Agreement for the Indian Wells Golf Resort. It is the custom and practice of the golf industry for golf course operators to extend privileges to permit players, under certain circumstances, to pay greens fees or cart rental fees, or allow such play at rates lower than those normally charged to full-fee golfers, including complimentary play. Over the years, this agreement (Attachment No. 2) has been modified to reflect changes in the industry, city rules and regulations, and the need to memorialize various golf fee rates. For example, Golf Resort employees, visiting government officials, media and tourism partners, executives of the hotel partners, etc. may receive free play in rounds are available. Others, including PGA card holders, golf course superintendents, tennis players and coaches, and others received discounted play. Please note that City employees do not receive free play, as Council adopted, by separate resolution, the requirement they may play at the discounted Code C rate.

The Easement Agreement contains a formula for the allocation of golf tee times. The allocation of the tee sheet, from 7:00 am to 1:00 pm is divided into three ways: 33% resort play, 33% street/general public play, and 33% resident play. There are times that this may fluctuate (e.g. summer months and during season months when play may begin before 7:00 am. The tee segmentation is not in effect from June 1<sup>st</sup> to September 30<sup>th</sup>. The tee allocation has been discussed and memorialized at various Council and Golf Resort Advisory Committee meetings over the years too.

The Easement Agreement also provides golf rounds to be utilized by Indian Wells resort hotels for the purpose of tourism. Indian Wells resort guests receive discounted play at the Golf Resort and access to the tee sheet months in advance and are protected up until 72 hours prior to tee time. At that point, the resort golf rounds are made available to the general public and residents.

Over the last several years, City staff and golf resort management have met frequently with the general managers of our local resort hotels, including the Grand Hyatt and Renaissance Esmerelda. As staffing at City Hall, Golf Resort, Grand Hyatt, and Renaissance Esmerelda have changed over the years, so too has the knowledge of a Tee Committee existence or its functions. Staff recently met with both general managers of the Grand Hyatt and Renaissance Esmerelda who are very pleased with the relationship with the City and agree to utilize the Tee Committee to address issues of mutual interest,

per the Easement Agreement, on an as needed basis. They are willing to meet more frequently if the City sees a need.

Staff are currently reviewing the easement agreement with the hotel partners to see if the agreement meets the current needs of the three stakeholders, are changes warranted, or to leave the agreement as it exists. Staff will report back after those discussions are completed.

### **FISCAL IMPACT:**

This staff report is informational only. Any fiscal impact from the various goals, strategies, or initiatives are to be addressed separate from this report.

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

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the Lead Agency, determined that the action is not a Project under State CEQA Guidelines section 15378(b)(5), because organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment are not considered a Project.

### **ATTACHMENTS:**

1. 1985 Easement Agreement
2. 2020 Complimentary Golf Agreement

117222

167630 J

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
OF RIVERSIDE

# ATTACHMENT #1

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Indian Wells Redevelopment Agency  
94-950 El Dorado Drive  
Indian Wells, California 92260  
Attn: Executive Director

RECORDED FOR RECORD

AT 3:30 O'CLOCK A.M.

FIRST AMERICAN TITLE COMPANY  
OF RIVERSIDE

MAY 31 1985

Recorded in Official Records  
of Riverside County, California

William E. Stouffer  
RECORDED  
FOR

RECEIVED

JUN 6 1985

13  
CITY OF INDIAN WELLS  
66

Space Above This Line For Recorder's Use

## EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made in Riverside County, California on April 8, 1985, among DAON CORPORATION, a Delaware corporation ("Daon") and STOUFFER INVESTMENT CORPORATION, an Ohio corporation ("Stouffer") (together "Daon-Stouffer"), DESERT HORIZONS, INC., a California corporation ("Horizons"), GSH LIMITED, a California limited partnership ("GSH"), and the REDEVELOPMENT AGENCY OF THE CITY OF INDIAN WELLS, a redevelopment agency established pursuant to the Community Redevelopment Law (Section 33000 et seq. of the Health and Safety Code of the State of California) ("Agency").

## R E C I T A L S

A. WHEREAS, Daon and Stouffer each own an undivided one-half interest as tenants in common in certain real property in the City of Indian Wells, Riverside County, California, more particularly described on attached Exhibit A (the "Daon-Stouffer Property"); and

B. WHEREAS, Horizons is the fee owner of the real property in the City of Indian Wells, Riverside County, California, more particularly described on attached Exhibit B (the "Horizons Property"); and

C. WHEREAS, GSH is the fee owner of the real property in the City of Indian Wells, Riverside County, California, more particularly described on attached Exhibit C (the "GSH Property"); and

D. WHEREAS, Agency is the fee owner of the real property in the City of Indian Wells, Riverside County, California, more particularly described on attached Exhibit D (the "Agency Fee Property"); and

E. WHEREAS, Agency desires from Daon-Stouffer, and Daon-Stouffer is willing to grant to Agency, a perpetual exclusive easement appurtenant to the Agency Fee Property for the purpose, and subject to the terms and conditions, set forth in this Agreement, over, under and across that portion of the Daon-Stouffer Property described on attached Exhibit E and depicted on attached Exhibit F (the "Daon-Stouffer Easement Area"); and

F. WHEREAS, Agency desires from Horizons, and Horizons is willing to grant to Agency, a perpetual exclusive easement appurtenant to the Agency Fee Property for the purpose, and subject to the terms and conditions, set forth in this Agreement, over, under and across that portion of the Horizons Property described on attached Exhibit G and depicted on attached Exhibit H (the "Horizons Easement Area"); and

G. WHEREAS, Agency desires from GSH, and GSH is willing to grant to Agency, a perpetual exclusive easement appurtenant to the Agency Fee Property for the purpose, and subject to the terms and conditions, set forth in this Agreement, over, under and across that portion of the GSH Property described on attached Exhibit I and depicted on attached Exhibit J (the "GSH Easement Area"); and

H. WHEREAS, The Daon-Stouffer Property, the Horizons Property and the GSH Property are collectively referred to herein as the "Servient Properties". The Daon-Stouffer Easement Area, the Horizons Easement Area and the GSH Easement Area are collectively referred to herein as the "Easement Areas". Daon-Stouffer, Horizons and GSH are collectively referred to herein as the "Grantors"; and

I. The Agency Fee Property and the Easement Areas are hereinafter collectively referred to as the "Golf Resort Property".

#### TERMS AND CONDITIONS

##### 1. Grant of Easements to Agency.

For valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, including the mutual covenants in this Agreement and subject to the provisions and conditions of this Agreement: (i) Daon-Stouffer grants to Agency a perpetual exclusive easement appurtenant to the Agency Fee Property ("Daon-Stouffer Easement") over, under, in, across and along the Daon-Stouffer Easement Area, for the purpose described in paragraph 2; (ii) Horizons grants to Agency a perpetual exclusive easement appurtenant to the Agency Fee Property ("Horizons Easement") over, under, in, across and along

117222  
the Horizons Easement Area, for the purpose described in paragraph 2; and (iii) GSH grants to Agency a perpetual exclusive easement appurtenant to the Agency Fee Property ("GSH Easement") over, under, in, across and along the GSH Easement Area, for the purpose described in paragraph 2. The Daon-Stouffer Easement, the Horizons Easement and the GSH Easement are sometimes collectively referred to herein as the "Easements". For purposes of the Easements, the Agency Fee Property shall be deemed to be the dominant tenement and the Servient Properties shall be deemed to be the servient tenements.

2. Purpose of Easements.

Agency agrees to construct, operate and maintain, or cause to be constructed, operated and maintained, two first-class 18-hole full length championship golf courses with club house and other customary ancillary facilities (the "Golf Resort") on the Golf Resort Property. The term "Golf Resort" is deemed to include the Golf Resort Property. The Easements granted to Agency under this Agreement are for the limited and exclusive purpose of constructing, operating and maintaining a part of the Golf Resort within each of the Easement Areas in accordance with the terms and conditions of this Agreement. The Easement Areas shall not be used by Agency for any purpose other than as described above without the unanimous written approval of Grantors, in Grantors' sole and absolute discretion. Agency shall at all times have the right of reasonable ingress and egress over the Easement Areas for the purpose described above.

3. Grantor's Limited Right to Incidental Use.

Each Grantor retains the limited right to incidentally use its Easement Area (i) for emergency temporary access, (ii) for construction, maintenance and repair of each Grantor's hotel and hotel property, so long as such use does not unreasonably interfere with Agency's use of said Easement Area, and (iii) for other limited, temporary, and incidental access as may be approved by Agency. As between Grantors only, this paragraph shall not limit any of the rights provided by Grantors to each other under paragraph 27 of this Agreement.

4. Restricting Use of Golf Resort Property.

Agency herein agrees, for the mutual benefit of the Servient Properties, to use the Golf Resort Property only for the purpose of constructing, operating and maintaining the Golf Resort.

117222

5. Construction On Easement Areas.

5.1 Construction Requirements.

The Golf Resort shall be comprised of two first-class golf courses, each of which shall be an 18-hole championship course, as that term is generally understood in the United States, and shall be constructed in accordance with the final plans and specifications for the Golf Resort. Agency shall provide each of the Grantors with a copy of those final plans and specifications prior to the commencement of construction of the Golf Resort. The Golf Resort shall include the construction of food and beverage facilities, fully stocked pro shop, driving range, maintenance area and adequate parking.

5.2 Construction Documents.

5.2.1 Daon-Stouffer Easement Area.

Before the start of construction by Agency (1) on any part of the Daon-Stouffer Easement Area or (2) on any part of the entrance area leading from Highway 111 to the front entry of Daon-Stouffer's hotel (collectively the "Daon-Stouffer High Visibility Area"), Agency shall provide Daon-Stouffer with the preliminary and final plans and specifications, completed work drawings, architectural plans, and any other documents which will be used in construction of improvements on the Daon-Stouffer High Visibility Area (the "Daon-Stouffer Construction Documents") for Daon-Stouffer's review and written approval, which approval shall not be unreasonably withheld. Agency shall not make, or cause to be made, any material changes to the Daon-Stouffer Construction Documents previously approved by Daon-Stouffer without Daon-Stouffer's further prior written approval, which further approval shall not be unreasonably withheld.

5.2.2 Horizons Easement Area.

Before the start of construction by Agency on any part of the Horizons Easement Area (the "Horizons High Visibility Area"), Agency shall provide Horizons with the preliminary and final plans and specifications, completed work drawings, architectural plans, and any other documents which will be used in the construction of improvements on the Horizons High Visibility Area (the "Horizons Construction Documents") for Horizons' review and written approval, which approval shall not be unreasonably withheld. Agency shall not make, or cause to be made, any material changes to the Horizons Construction Documents previously approved by Horizons without Horizons' further prior written approval, which further approval shall not be unreasonably withheld.

117222

### 5.2.3 GSH Easement Area.

Before the start of construction by Agency (1) on any part of the GSH Easement Area or (2) on any part of the entrance area leading from Highway 111 to the front entry of GSH's hotel (collectively the "GSH High Visibility Area"), Agency shall provide GSH with the preliminary and final plans and specifications, completed work drawings, architectural plans, and any other documents which will be used in the construction of improvements on the GSH High Visibility Area (the "GSH Construction Documents") for GSH's review and written approval, which approval shall not be unreasonably withheld. Agency shall not make, or cause to be made, any material changes to the GSH Construction Documents previously approved by GSH without GSH's further prior written approval, which further approval shall not be unreasonably withheld.

### 5.2.4 High Visibility Areas and Construction Documents Defined.

The Daon-Stouffer High Visibility Area, the Horizons High Visibility Area and the GSH High Visibility Area are sometimes collectively referred to herein as the "High Visibility Areas". The Daon-Stouffer Construction Documents, the Horizons Construction Documents and the GSH Construction Documents are sometimes collectively referred to herein as the "Construction Documents".

### 5.3 Construction and Compliance With Laws.

Agency shall cause the High Visibility Areas to be constructed in a good and workmanlike manner in compliance with all applicable laws, ordinances, regulations and codes, and in strict compliance with the Construction Documents approved by Grantors. No construction work on a High Visibility Area shall commence until Agency obtains at its sole expense, from all applicable governmental agencies and authorities, all necessary permits and approvals. Each Grantor shall have the right at all reasonable times to inspect the construction within that Grantor's particular High Visibility Area to verify that the work and materials conform to the Construction Documents for that particular High Visibility Area and shall have the right to require the correction of any work or materials which are defective or which do not conform to those Construction Documents. Agency shall complete construction of the Golf Resort and open it to the public for play by December 1, 1986, or upon the opening of the first hotel on any of the Servient Properties (hereinafter the "Grantors hotels"), whichever date is later.



#### 5.4 Restriction on Construction.

Construction of the Golf Resort shall not unreasonably interfere with any construction work of Grantors on the Servient Properties, and the construction work of Grantors on the Servient Properties shall not unreasonably interfere with the construction of the Golf Resort.

#### 6. Maintenance of Golf Resort and Golf Resort Property.

Agency agrees to keep, repair, and maintain (or cause to be kept, repaired, and maintained) the Golf Resort in a fashion that is comparable with the quality of operation and maintenance of private country clubs in the City of Indian Wells (the "Maintenance and Operation Standard"). In order to meet the Maintenance and Operation Standard, Agency agrees to comply with the maintenance standards set forth in the Request For Proposal-Management of Golf Facility document dated September 6, 1984, and all addenda thereto, which document is incorporated herein as part of this Agreement by reference (the "RFP Standards") or comparable standards; provided that Grantors and Agency understand that the golf courses will be going through a maturation process the first two years in such critical areas as grass and tree development and growth, and that accordingly, Agency will use its best efforts to have the golf courses meet the Maintenance and Operation Standard as soon as is practicable. The Maintenance and Operation Standard shall include, but not be limited to, the RFP Standards and mere compliance with the RFP Standards shall not necessarily satisfy the Agency's obligations hereunder. Agency may make, or cause to be made, any changes to the RFP Standards provided that such changes shall not cause the Golf Resort to be maintained other than in accordance with the Maintenance and Operation Standard.

#### 7. Operation and Management of Golf Resort and Golf Resort Property.

Agency agrees to operate and manage (or cause to be operated and managed) the Golf Resort in accordance with the Maintenance and Operation Standard. In order to meet the Maintenance and Operation Standard, Agency agrees comply with the RFP Standards or comparable standards. The Maintenance and Operation Standard shall include, but not be limited to, the RFP Standards and mere compliance with the RFP Standards shall not necessarily satisfy the Agency's obligations hereunder. Agency may make, or cause to be made, any changes to the RFP Standards provided that such changes shall not cause the Golf Resort to be operated or managed other than in accordance with the Maintenance and Operation Standard.

117222  
8. Agency-Grantor Meetings.

Agency and the Golf Resort Operator, if other than Agency, agree to meet not less often than quarterly with Grantors (or more frequently as the parties may agree) to discuss the maintenance, operation and management of the Golf Resort, to discuss possible revisions to the Maintenance and Operation Standard and/or the RFP Standards, and to discuss any policies and matters which materially affect the use of the Golf Resort, including, without limitation, golf time reservation policy, hours of operation, green fees and other charges relating to the use of the Golf Resort. All material changes to the Maintenance and Operation Standard and/or the RFP Standards shall be discussed with all Grantors at a meeting of Agency, the Golf Resort Operator, if other than Agency, and Grantors, prior to implementation.

9. Approval.

All matters submitted to Grantors, or any of them, under this Agreement for their review shall be approved or disapproved by Grantors in writing promptly and efficiently and in no case more than thirty (30) days after submission of the matter for approval. A Grantor's failure to respond within the thirty (30) day period shall be deemed to constitute such Grantor's approval of the matter submitted for that Grantor's review. Grantors' approvals of matters submitted under paragraph 5 shall not be construed as approvals of the soundness of the architectural, construction or engineering design of the Golf Resort, or any part thereof, nor as a representation that the requirements of applicable laws, ordinances, codes, building and fire codes and regulations have been met and complied with. Grantors assume no liability or responsibility for any defect in any improvement constructed as part of the Golf Resort. Each Grantor may post notices of nonresponsibility with respect to any work being conducted by Agency within that Grantor's Easement Area.

10. Costs of Construction, Maintenance and Operation.

All costs and expenses incurred in the construction, maintenance and operation of the Golf Resort shall be the sole and exclusive responsibility of Agency. Agency agrees further that a reasonable capital improvement fund shall be established and maintained as a reserve for capital improvements to the Golf Resort. Further, Agency agrees that an irrevocable letter of credit or comparable security in an amount reasonably determined by the Agency shall be required of any operator other than the Agency or the City of Indian Wells as a condition of its operating agreement and shall only be used for Golf Resort maintenance and improvements in the event of default of said non-governmental operator.

11. Indemnity.

Except for the negligence of Grantors, and except to the extent Agency's insurance, or the insurance of the Golf Resort Operator, if other than Agency, does not fully satisfy the claim or liabilities, Agency agrees to indemnify and hold harmless Grantors from and against all claims or liabilities which may be imposed upon Grantors, or any of them, for injury to persons or property caused by the acts or omissions of Agency, its agents, contractors, subcontractors, employees, licensees, invitees, visitors or patrons, in the construction, operation, maintenance, management or use of the Golf Resort.

12. Insurance.

At least ten (10) days before the use of the Golf Resort, or any part thereof, Agency shall obtain or cause to be obtained, public liability insurance for property damage or personal injury (including death) occurring on, in or about the Golf Resort resulting from the use of the Golf Resort by the public or by Agency, its officers, agents, contractors, subcontractors, employees, licensees, patrons or visitors. The insurance policy shall have such liability limits and shall be issued by such insurance companies as the Agency deems reasonably appropriate. The insurance policy shall be maintained and kept in effect at all times while this Agreement is in effect by Agency and at Agency's sole expense and shall provide that it may not be cancelled or materially modified without at least 30 days prior written notice to each Grantor. Such insurance shall not be required to cover Grantors' use under paragraph 3 of this Agreement. During construction within a Grantor's Easement Area, that Grantor shall be named as an additional insured on all general liability insurance policies of Agency and/or its contractor for the construction of the Golf Resort. Grantors shall each be provided copies of all insurance policies and amendments thereto required under this paragraph. Nothing contained herein shall prevent the Agency from providing self-insurance to comply with the provisions of this paragraph so long as reasonable levels of reserves consistent with prudent business practices are maintained and excess coverage is provided through insurance policies meeting the requirements of this paragraph.

13. Liens on the Easement Area.

Agency shall pay when due all obligations relating to work on, or use of, the Easement Areas. Agency shall not cause, suffer or permit any liens relating to mechanics or others to attach to or be recorded against any of the Easement Areas or Golf Resort, and shall indemnify, defend and hold Grantors, the Easement Areas, and the Golf Resort, harmless from

any and all liens, claims and expenses, (including without limitation, attorneys' fees), related to or arising out of mechanics or others employed or contracted by Agency for work on, or use of, any of the Easement Areas or the Golf Resort.

14. Taxes.

All taxes, assessments, fees, and other governmental and similar charges, general and special, ordinary or extraordinary, and any interest and penalties thereon, which are assessed against the Easement Areas, or any portion thereof, shall be the sole responsibility of that Grantor whose Easement Area is assessed and that Grantor shall pay and discharge all of such taxes. Agency agrees to assist and cooperate with Grantors as is reasonably necessary to exempt the Easement Areas from taxes during the term of the Easements. Such cooperation by Agency shall include, without limitation, agreeing to change the form and content of this Agreement so long as such changes do not materially and adversely affect Agency's rights hereunder. Upon the request of a particular Grantor, Agency shall cooperate in assisting said Grantor to parcelize the Grantor's Easement Area on an expedited basis.

Any successor or assignee of Agency under this Agreement not exempt by law from the payment of taxes shall become solely responsible from the date of such transfer or assignment to pay and discharge all taxes, assessments, fees and other governmental charges assessed against the Easement Areas, or any portion thereof, which taxes shall be prorated from the date of such transfer or assignment.

15. Easement Subject to Certain Matters.

The Easements are subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title, which are of record and affect any of the Easement Areas as of the date this Agreement is recorded. The use of the word "grant" in this Agreement shall not be construed as a covenant against the existence of any such matters of record. Grantors reserve the right in the future to place liens or encumbrances against their Easement Areas (or any part thereof or interest therein) superior in lien and effect to this Agreement. This Agreement, at the option of any Grantor, shall be subject and subordinate to any and all such liens and encumbrances now or hereafter imposed by that Grantor without the necessity of the execution and delivery of any further instruments on the part of Agency to effectuate such subordination. Notwithstanding the foregoing, Agency covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Agreement as may be required by any of the

Grantors. Notwithstanding such subordination, Agency's right to quiet and peaceful possession of each Easement Area shall not be disturbed so long as Agency is not in default hereunder. In the event of foreclosure of any such liens or encumbrances, Agency shall attorn to the then owner who owns or acquires title to the Easement Area affected.

With respect to each monetary encumbrance presently of record and affecting any of the Easement Areas, or any such future monetary encumbrance to which the Easements may be subordinated, the Grantor of that Easement Area affected agrees to procure and deliver to Agency a nondisturbance agreement, substantially in the form and content of attached Exhibit K, signed by the beneficiary of the monetary encumbrance.

16. Remedies for Breach of Agreement.

16.1 Remedies Other Than Termination.

In the event of a breach of this Agreement, the parties to this Agreement and their respective heirs, successors and assigns shall have all rights and remedies provided at law or in equity, including, but not limited to, the right to terminate the Agreement and the right to maintain a proceeding at law or in equity against any person or persons who have violated or who are attempting to violate the Easements or any other provisions of this Agreement, to enjoin and prevent them from doing so, to cause the violation to be remedied, and/or to recover damages.

16.2 Termination For Failure To Construct Golf Resort.

Notwithstanding paragraph 16.1 above, if Agency fails to complete construction of the Golf Resort and open the Golf Resort for play by the later of the two dates set forth in paragraph 5.3 of this Agreement, Grantors may terminate the Agreement upon the unanimous vote of Grantors, effective upon delivery of a written notice of termination to Agency signed by all Grantors.

17. Covenants Running With the Land.

All of the easements, covenants, agreements, conditions and restrictions contained in, or implied from, this Agreement, shall constitute and be covenants which shall run with the land and shall be perpetually binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns. These covenants shall only be revocable upon the written agreement of all persons then having fee title to the Agency Fee Property and the Easement Areas.

18. Termination of Covenant Liability.

Whenever a transfer of ownership of any of the property affected by this Agreement occurs, liability of the transferor for breach of a covenant occurring thereafter automatically terminates; however, Agency shall not be released from liability upon transfer of the Agency Fee Property or Agency's interest in the Easement Areas to other than the City of Indian Wells unless the transferee's creditworthiness has first been approved by each Grantor, which approval shall not be unreasonably withheld. Notwithstanding anything to the contrary in this Agreement, and in addition to the above approval requirement, a transferee's right of self-insurance under paragraph 12 shall be subject to each Grantor's further specific approval.

19. Restriction of Grantor's Rights.

Each Grantor agrees that unless a schedule of performance for construction of a hotel on that Grantor's Servient Property as required by Agency is submitted to Agency within three (3) years from the date of recordation of this Agreement, that Grantor shall thereafter forfeit all rights under paragraph 28 of this Agreement, except the right to amend this Agreement under paragraph 20, until the required schedule of performance is submitted to Agency. If, after completion of construction of a hotel on any of the Grantors' Servient Properties, a Grantor makes an application to any governmental jurisdiction for conversion of that Grantor's Servient Property to use other than hotel use, that Grantor shall thereafter forfeit all rights under paragraph 28 of this Agreement, except the right to amend this Agreement under paragraph 20, until that Grantor resumes use of its Servient Property for hotel purposes only or withdraws its application for conversion of use.

20. Entire Agreement.

This Agreement contains the entire agreement between the parties relating to the subject of this Agreement. This Agreement may be modified only by a written and recorded Agreement signed by all parties or their respective heirs, successors or assigns.

21. Attorney's Fees.

In the event of any litigation between the parties relating to the Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs.

22. Exhibits.

All Exhibits attached to this Agreement are incorporated in and made a part of this Agreement by this reference.

23. Waiver.

The waiver by either party of any term, covenant, or condition in this Agreement to be performed by the other party shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition.

24. Notices and Approvals.

Any approval, disapproval, demand, document or other notice ("notice") which any party may desire, or is required, to give to another party must be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of the party set forth below, or at any other address as the parties may later designate:

To Daon-Stouffer:

Daon Corporation  
4350 Von Karman, Suite 100  
Newport Beach, California 92660  
Attn: Mr. Jack Corrigan

and to

Stouffer Investment Corporation  
29800 Bainbridge Rd.  
Solon, Ohio 44139  
Attn: Legal Department

To Horizons:

Desert Horizons, Inc.  
c/o Holzwarth, Powell, Stein & Parilla  
4000 MacArthur Blvd., Suite 6000  
Attn: William C. Holzwarth

To GSH:

GSH Limited  
c/o Sheppard, Mullin, Richter  
& Hampton  
333 So. Hope St., 48th Floor  
Los Angeles, CA 90071  
Attn: Terry G. Taylor

117222

To Agency:

Indian Wells Redevelopment Agency  
94-950 El Dorado Drive  
Indian Wells, California 92260  
Attn: Executive Director

Any notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended party.

25. Severability.

If any part of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

26. Automatic Renewal of Covenants.

To the extent that any covenant or agreement contained in this Agreement shall, other than by the specific terms of this Agreement, automatically terminate by law at some date subsequent to the date of this Agreement unless renewed by the parties, that covenant or agreement shall be deemed to be automatically renewed for a term equal in length to the prior term as of that termination date without the necessity of any further action by the parties. This automatic renewal process shall continue in perpetuity unless otherwise agreed in writing by Agency and all Grantors.

27. Grantors' Reciprocal Cross Easements.

27.1 Grant of Easements.

27.1.1 Easement Appurtenant to  
Daon-Stouffer Property.

Horizons and GSH each grant to Daon-Stouffer a perpetual, nonexclusive easement appurtenant to the Daon-Stouffer Property, for the use and purpose set forth in paragraph 27.2, subject to the terms and conditions set forth in this Agreement, over, under and across the Horizons Easement Area and the GSH Easement Area.

27.1.2 Easement Appurtenant to  
Horizons Property.

Daon-Stouffer and GSH each grant to Horizons a perpetual, nonexclusive easement appurtenant to the Horizons Property, for the use and purpose set forth in



paragraph 27.2, subject to the terms and conditions set forth in this Agreement, over, under and across the Daon-Stouffer Easement Area and the GSH Easement Area.

27.1.3 Easement Appurtenant to GSH Property.

Horizons and Daon-Stouffer each grant to GSH a perpetual, nonexclusive easement appurtenant to the GSH Property, for the use and purpose set forth in paragraph 27.2, subject to the terms and conditions set forth in this Agreement, over, under and across the Horizons Easement Area and the Daon-Stouffer Easement Area.

27.1.4 Reference to Reciprocal Cross Easements.

These easements granted by each Grantor to the other Grantors are collectively referred to as the "Reciprocal Cross Easements".

27.1.5 Termination of Reciprocal Cross Easements.

The Reciprocal Cross Easements shall terminate automatically upon termination of this Agreement.

27.2 Use of Easement Areas.

Daon-Stouffer, GSH and Horizons each acknowledge that they have each been granted various perpetual rights and privileges by this Agreement with respect to the Golf Resort and Golf Resort Property, which rights and privileges have been made covenants running with the land by this Agreement, including, without limitation, the right to approve construction of the High Visibility Areas, the right to enforce the Maintenance and Operation Standard, and the rights to priority use of the Golf Resort. Daon-Stouffer, Horizons and GSH agree that each of them, and their employees, designated invitees, contractors, and hotel guests may use the others' Easement Areas as is reasonably necessary to permit their perpetual enjoyment of the rights and privileges granted to each of them under this Agreement. Daon-Stouffer, Horizons and GSH shall at all times have the right of reasonable ingress and egress over the others' Easement Areas for the purpose described above. The Reciprocal Cross Easements are for the limited and exclusive use and purpose described above and no other use may be made of the Easement Areas without the written approval of that Grantor whose Easement Area is to be affected.

27.3 Right to Use Own Easement Area.

Daon-Stouffer, Horizons, and GSH each retains the limited right to use its Easement Area as set forth in paragraph 3 of this Agreement.

27.4 Easements Subject to Agreement.

The Reciprocal Cross Easements are expressly made subject to all of the terms and conditions set forth in this Agreement.

28. Grantors' Use of Golf Resort.

28.1 Reservation of Golf Rounds.

For the purpose of this paragraph 28, Grantors shall be deemed to include Grantors, Grantors' employees and Grantors' hotel guests and designees. Agency agrees that Grantors, and each of them, shall have the rights and privileges with respect to the use of the Golf Resort Property set forth below:

28.1.1 A starting time by one (1) player on a particular day and at a particular time is referred to herein as a "Golf Round".

28.1.2 The maximum number of Golf Rounds that the Golf Resort can accommodate on a particular day is referred to herein as a "Golf Day".

28.1.3 Agency hereby guarantees to Grantors, and each of them, the right to reserve and use the following number of Golf Rounds for each Golf Day:

(i) For Daon-Stouffer: sixty percent (60%) of a Golf Day times the number of hotel rooms operated by Daon-Stouffer divided by the total number of hotel rooms operated by Grantors.

(ii) For Horizons: sixty percent (60%) of a Golf Day times the number of hotel rooms operated by Horizons divided by the total number of rooms operated by Grantors.

(iii) For GSH: sixty percent (60%) of a Golf Day times the number of hotel rooms operated by GSH divided by the total number of hotel rooms operated by Grantors.

28.1.4 All hotels, other than Grantors' hotels, now or in the future located within the City of Indian Wells (the "Other Hotels") shall have the right to reserve and use such percentage of each Golf Day as determined by Agency. The Other Hotels' allocation will be divided among the Other Hotels as Agency and the Other Hotels agree. No individual Other Hotel shall receive pro rata any greater allocation than the minimum Golf Rounds to rooms ratio guaranteed to any of the three Grantors' hotels.

28.1.5 The general public ("General Public") shall have the right to reserve and use no less than ten percent (10%) of each Golf Day.

28.1.6 To reserve the Golf Rounds guaranteed to Grantors and to the Other Hotels (the "Hotel Golf Rounds"), each Grantor and the Other Hotels shall, at least thirty (30) days prior to the first of each calendar month, notify the Golf Resort operator, or such other person(s) designated by Agency (the "Golf Resort Operator"), of the number of Hotel Golf Rounds which each Grantor and the Other Hotels desire to reserve for each calendar day of that calendar month. To guarantee reservations for tournament groups of twenty (20) or more persons, Grantors may make such reservations (not to exceed the guaranteed number of Golf Rounds allocated to the particular Grantor unless first agreed by the Grantors pursuant to paragraph 28.2) at least sixty (60) days prior to the first of each calendar month for tournaments to be conducted during that calendar month. Any Hotel Golf Rounds not reserved pursuant to this paragraph 28.1.6 shall, on the 29th day prior to the first of each calendar month, be available for reservation by the Grantors pro rata based upon the formula for distribution of Grantors' golf rounds set forth in paragraph 28.1.3 above. It shall be Grantors' responsibility to contact the Golf Resort Operator to check the availability of such additional Hotel Golf Rounds. On the 28th day prior to the first of each calendar month, such additional Hotel Golf Rounds not reserved by Grantors shall be available for reservation by the Other Hotels. It shall be the Other Hotels' responsibility to contact the Golf Resort Operator to check the availability of such additional Hotel Golf Rounds. Thereafter, except as provided in paragraph 28.1.7 below, any Hotel Golf Rounds still unreserved shall be available for reservation by Grantors and the Other Hotels on a first come/first served basis. In making reservations of Golf Rounds hereunder, Grantors shall at all times exhibit good faith and fair dealing and Grantors shall at all times reasonably cooperate with one another. Further, Agency shall cause the Other Hotels to at all times exhibit good faith and fair dealing in making reservations and Agency shall cause the Other Hotels to reasonably cooperate with Grantors. Any conflicts arising as to the number or assign-

ment of actual starting times in a Golf Day shall be resolved fairly and equitably by and in the good faith judgment of the Golf Resort Operator.

28.1.7 At least seven (7) days prior to the date of use, the Golf Rounds allocated to the General Public for that calendar day as set forth in paragraph 28.1.5 above (the "Public Golf Rounds") may be reserved by the Public. Any Public Golf Rounds not so reserved by the 7th day prior to the date of use shall be available on the 6th day prior to that calendar day for reservation by the Grantors pro rata based upon the formula for distribution set forth in paragraph 28.1.3 above. Subsequently, on the 5th day prior to the date of use, any available Public Golf Rounds not reserved by Grantors shall be available for reservation by the Other Hotels. Thereafter, any Hotel Golf Rounds or Public Golf Rounds not previously reserved for that calendar day shall be available for reservation by Grantors, the Other Hotels, or the General Public on a first come/first served basis.

28.1.8 Any reservation for groups of twenty or more persons (a "group reservation") shall be accompanied by a deposit (the "deposit") equal to twenty-five percent (25%) of the 18 hole green fee rate for the calendar day for which the group reservation is made multiplied by the number of Golf Rounds reserved as part of the group reservation. If any of the Golf Rounds reserved as part of the group reservation are cancelled at least seven (7) days prior to the date of use, or if the entire group reservation is cancelled by said seventh day, that portion of the deposit allocated for the Golf Rounds so cancelled (or the whole deposit if the entire group reservation is cancelled) shall be fully refunded to the party making the group reservation. The failure of the party making the group reservation, whether one of the Grantors' hotels, the Other Hotels, or some other entity or person, to itself fill and utilize all the Golf Rounds reserved as part of the group reservation, either by the group for which the reservation was made or by substituting other golfers, shall result in a forfeiture of that portion of the deposit allocated to the number of Golf Rounds not so utilized by the party making the group reservation. The remainder of the deposit shall be applied against the green fee rate for the Golf Rounds that are used as part of the group reservation. Other than for a group reservation, no deposit shall be required for the reservation of Golf Rounds.

28.1.9 For a Golf Round reservation (other than a group reservation) made by the Grantors' hotels or the Other Hotels, such a reservation may be cancelled without penalty at least three (3) days prior to the date of use; however, if such a reservation is not cancelled by said third day

and the hotel making the reservation itself fails to fill and utilize the Golf Round reserved on the date of use, a penalty shall be assessed by the golf resort operator against the hotel making the unused reservation equal to twenty-five percent (25%) of the 18 hole green fee rate for the date the reservation was unused. This penalty for non-use of a Golf Round reserved shall not apply to the General Public.

28.1.10 The above forfeiture of deposit for group reservations and the penalty for other reservations are the sole and maximum penalties for the untimely cancellation or non-use of such reservations.

28.1.11 From time to time, the Agency shall, by resolution, adopt rules and regulations for the allocation of Golf Rounds not otherwise allocated under this Agreement.

## 28.2 Grantors' Golf Course Committee Meetings.

Grantors shall meet at least once each month to review and discuss the Grantors' use of the Golf Resort. Specifically, but without limitation, this meeting shall be for Grantors to discuss their respective need for golf course starting times in excess, or less than, their guaranteed allocation, the use of each others' guaranteed starting times, tournaments scheduling, and other uses of the Golf Resort of interest to the Grantors.

## 28.3 Allocation of Grantors' Golf Rounds.

Grantors acknowledge that the allocation amongst themselves of their guaranteed sixty percent (60%) of the Golf Rounds for any Golf Day as provided in paragraph 28.1.3 is dependent upon the number of hotel rooms operated by each Grantor. Grantors agree that at the time this Agreement is recorded, Grantors shall each provide written notice to the other Grantors stating in good faith the number of hotel rooms that each Grantor projects it will have in actual operation at their hotel by three (3) years from the date of recordation of this Agreement and, based on such projections, the initial allocation of Golf Rounds amongst Grantors will be made. Thereafter, any Grantor may give written notice to the other Grantors up to twenty-four (24) months prior to the projected placing in operation of initial or additional rooms in its hotel. Upon the giving of such notice, the allocation of Golf Rounds amongst Grantors for those Golf Days commencing with the good faith projected opening date for the new rooms shall be adjusted in accordance with the allocation formula set forth in paragraph

28.1.3. Each Grantor shall, in good faith, periodically advise the other Grantors of that Grantor's construction progress in placing the initial, or additional, rooms in operation for which notice was given and shall adjust the completion date for the rooms if necessary. If any Grantor fails to place the number of rooms in operation as was stated in his initial notice or subsequent notices to the other Grantors, then the formula for allocation of Grantors' Golf Rounds set forth in paragraph 28.1.3 shall be readjusted to eliminate those rooms not placed in operation and those additional Golf Rounds which had been reserved by said Grantor as a result of the allocation which included those rooms not placed in operation by said Grantor shall immediately be forfeited and become available to the other Grantors, pro rata, in accordance with the readjusted formula for allocation.

#### 28.4 Setting of Green Fees, Etc.

Agency agrees that the green fees and other charges for the use of the Golf Resort by Grantors' hotel guests shall be set at an amount which provides sufficient revenue to maintain and operate the Golf Resort in accordance with the Maintenance and Operation Standard as required by paragraphs 6 and 7 herein, but which is not so excessive that it discourages the play of Grantors' hotel guests.

Agency acknowledges and agrees that there shall be no special discounts at the Golf Resort available to any person or group, which restriction includes, without limitation, the prohibition of complimentary playing privileges at the Golf Resort. Moreover, Grantors and their hotel guests shall never be required to pay more for any of the services or products provided at the Golf Resort (including, but not limited to, green fees, cart fees, club rental fees, and golf lesson fees) than any other person using the Golf Resort.

Agency agrees that Agency, and the Golf Course Operator if other than Agency, shall in good faith cooperate with each Grantor (upon a Grantor's request) in establishing a reasonable billing procedure for that Grantor, including, without limitation, direct billing on a monthly basis.

#### 29. Property Outside Easement Areas.

Agency shall cause all of the real property (other than the Easement Areas) which shall be a part of the Golf Resort to be made subject to the covenants, conditions, restrictions, agreements and easements contained in or implied from this Agreement.

117222

30. Restriction of Exhibit L Property.

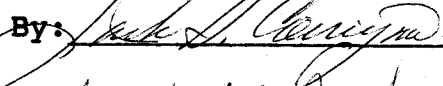
The property described in attached Exhibit L shall not be used for residential purposes or hotel uses other than as a part of one of the Grantors' hotels on the Servient Properties.

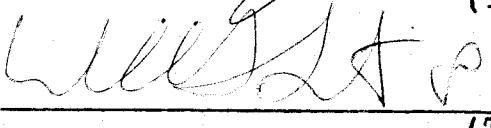
31. Counterparts.

This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

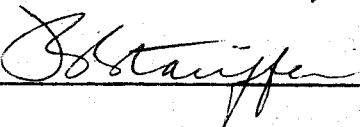
"DAON-STOUFFER"

DAON CORPORATION, a Delaware corporation

By:  (Title)

By:  (Title)

STOUFFER INVESTMENT CORPORATION,  
an Ohio corporation

By:  (Title)

By: Vice-President (Title)

"HORIZONS"

DESERT HORIZONS, INC., a  
California corporation

By: \_\_\_\_\_ (Title)

By: \_\_\_\_\_ (Title)

117222

30. Restriction of Exhibit L Property.

The property described in attached Exhibit L shall not be used for residential purposes or hotel uses other than as a part of one of the Grantors' hotels on the Servient Properties.

31. Counterparts.

This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

"DAON-STOUFFER"

DAON CORPORATION, a Delaware corporation

By: \_\_\_\_\_ (Title)

By: \_\_\_\_\_ (Title)

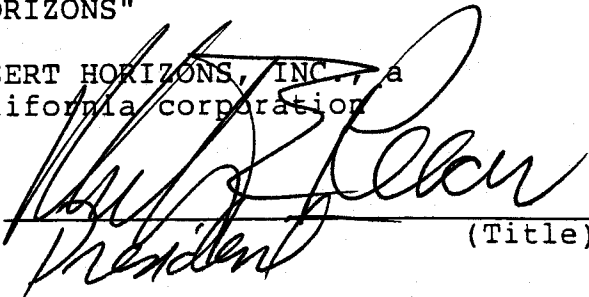
STOUFFER INVESTMENT CORPORATION,  
an Ohio corporation

By: \_\_\_\_\_ (Title)

By: \_\_\_\_\_ (Title)

"HORIZONS"

DESERT HORIZONS, INC., a  
California corporation

By:  (Title)

By: \_\_\_\_\_ (Title)



**"GSH"**

**GSH LIMITED, a California limited partnership**

**GSH LIMITED, a California limited partnership**

**By:**

By: Gary M. Sells  
General Partner

General Partner

**By:**

By: Albert T. Davane  
General Partner

General partnership

**"AGENCY"**

REDEVELOPMENT AGENCY OF THE CITY  
OF INDIAN WELLS, a redevelopment  
agency

**By:**

By: RICHARD R. OLIPHANT, Chairman

By: \_\_\_\_\_

By: PRINCE E. PIERSON,  
Executive Director

117222

"GSH"

GSH LIMITED, A California limited  
partnership

By: \_\_\_\_\_

By: \_\_\_\_\_

"AGENCY"

REDEVELOPMENT AGENCY OF THE CITY  
OF INDIAN WELLS, a redevelopment  
agency

By: William M. Arenstein  
WILLIAM M. ARENSTEIN  
Acting Chairman

By: David G. Schey  
DAVID G. SCHEY  
Deputy Executive Director

STATE OF CALIFORNIA)  
 ) ss.  
 COUNTY OF Orange )

On April 11, 1985, before me, the undersigned, a  
 Notary Public in and for said State, personally appeared

JACK H. CORRIGAN

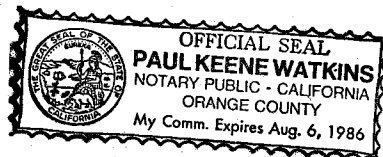
and, WILLIAM B. SEITH, personally known to  
 me (or proved to me on the basis of satisfactory evidence) to be  
 the persons who executed the within instrument as VICE-PRESIDENT  
 and VICE-PRESIDENT, on behalf of DAON CORPORATION, the  
 corporation therein named, and acknowledged to me that such  
 corporation executed the within instrument pursuant to its bylaws  
 or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Paul Keene Watkins

[SEAL]



117222

STATE OF Ohio )  
COUNTY OF Cuyahoga ) ss.

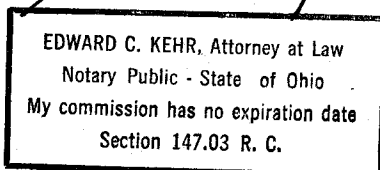
On April 8, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared

Thomas L. Stauffer  
and, \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person\$ who executed the within instrument as Vice President and \_\_\_\_\_, on behalf of STOUFFER INVESTMENT CORPORATION, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its ~~bylaws~~ Article of Incorporation or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Edward C. Kehr

[SEAL]



117222

STATE OF California )  
COUNTY OF Riverside ) ss.

On May 2nd 1985, before me, the undersigned, a  
Notary Public in and for said State, personally appeared

Philip E. Reever  
and, \_\_\_\_\_, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be  
the persons who executed the within instrument as President  
and \_\_\_\_\_, on behalf of DESERT HORIZONS, INC., the  
corporation therein named, and acknowledged to me that such  
corporation executed the within instrument pursuant to its bylaws  
or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Rayna G. Harbort

[SEAL]



STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.

On MAY 16<sup>th</sup> 1985, before me, the undersigned, a  
Notary Public in and for said State, personally appeared  
GARY M. SILLS AND ALBERT T. DEVAUL.

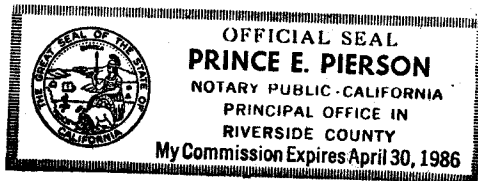
\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) that executed the within instrument as GENERAL partner(s), on behalf of GSH LIMITED, the limited partnership therein named and acknowledged to me that the partnership executed the within instrument.

WITNESS my hand and official seal.

**Signature**

Frederic G. Anderson

[ SEAL ]



STATE OF CALIFORNIA)

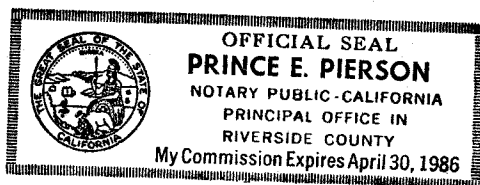
COUNTY OF RIVERSIDE) ss.

On May 24th, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM M. ARENSTEIN, and DAVID G. SCHEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Acting Chairman and Deputy Executive Director, on behalf of the REDEVELOPMENT AGENCY OF THE CITY OF INDIAN WELLS, a redevelopment agency, the agency therein named, and acknowledged to me that such agency executed the within instrument.

WITNESS my hand and official seal.

Signature Prince E. Pierson

SEAL



LIST OF EXHIBITS TO EASEMENT AGREEMENT

- Exhibit A - Description of Daon-Stouffer Property
- Exhibit B - Description of Horizons Property
- Exhibit C - Description of GSH Property
- Exhibit D - Description of Agency Fee Property
- Exhibit E - Description of Daon-Stouffer Easement Area
- Exhibit F - Map of Daon-Stouffer Easement Area
- Exhibit G - Description of Horizons Easement Area
- Exhibit H - Map of Horizons Easement Area
- Exhibit I - Description of GSH Easement Area
- Exhibit J - Map of GSH Easement Area
- Exhibit K - Nondisturbance Agreement
- Exhibit L - Description of Restricted 4.5 Acres



117222

LEGAL DESCRIPTION

DESCRIPTION:

IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF INDIAN WELLS, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 00° 04' 42" WEST, 2652.62 FEET, ON THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 89° 49' 05" EAST, 2,300.00 FEET;

THENCE NORTH 00° 04' 42" EAST, 670.00 FEET;

THENCE NORTH 53° 20' 00" WEST, 870.00 FEET;

THENCE NORTH 00° 04' 42" EAST, 1470.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE WEST 1595.00 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION NORTH OF THE SOUTH LINE OF THE COACHELLA VALLEY FLOOD CONTROL STORM WATER DRAIN AS SAID DRAIN EXISTED ON DECEMBER 28, 1956;

ALSO EXCEPT THAT PORTION ACQUIRED BY THE STATE OF CALIFORNIA BY DECREE OF CONDEMNATION RECORDED JULY 12, 1937 IN BOOK 332 PAGE 302 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE NORTH 86° 20' 00" EAST, 344.47 FEET;

THENCE NORTH 89° 39' 45" EAST, 1143.91 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 5050.00 FEET AND THROUGH AN ANGLE OF 6° 17' 00", A DISTANCE OF 553.81 FEET;

THENCE SOUTH 84° 03' 15" EAST, 621.69 FEET TO THE EAST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION.

EXHIBIT A TO EASEMENT AGREEMENT

Page 1 of 2

117222

PARCEL 2:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST OF THE SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST OF THE SAN BERNARDINO BASE AND MERIDIAN 1,003.31 FEET SOUTH OF THE NORTHWEST CORNER;  
THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE LEFT WHOSE TANGENT BEARS SOUTH 73° 02' 29" EAST, HAVING A RADIUS OF 20,000.00 FEET, THROUGH A CENTRAL ANGLE OF 03° 24' 25", A DISTANCE OF 1,187.74 FEET TO A POINT OF TANGENT;  
THENCE SOUTH 76° 26' 57" EAST, A DISTANCE OF 457.94 FEET TO A POINT 1,430.37 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER MEASURED PARALLEL WITH THE SAID WEST LINE OF SAID NORTHEAST QUARTER;  
THENCE SOUTH 00° 01' 19" WEST, A DISTANCE OF 39.63 FEET;  
THENCE SOUTH 53° 23' 23" EAST, A DISTANCE OF 870.00 FEET;  
THENCE SOUTH 00° 01' 19" WEST, A DISTANCE OF 135.93 FEET TO A POINT 535.07 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER MEASURED PARALLEL WITH THE SAID WEST LINE OF SAID NORTHEAST QUARTER;  
THENCE NORTH 76° 26' 57" WEST, A DISTANCE OF 1,303.33 FEET TO A POINT OF CURVE;  
THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 20,500.00 FEET, THROUGH A CENTRAL ANGLE OF 02° 57' 58", A DISTANCE OF 1,061.25 FEET TO THE SAID WEST LINE OF SAID NORTHEAST QUARTER;  
THENCE NORTH 00° 01' 19" EAST ALONG SAID WEST LINE, A DISTANCE OF 198.62 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER;  
THENCE CONTINUING ALONG SAID WEST LINE NORTH 00° 01' 19" EAST, A DISTANCE OF 323.44 FEET TO THE POINT OF BEGINNING.

117222

DESCRIPTION:

IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF INDIAN WELLS, DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY;

EXCEPTING FROM THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 30 FEET EAST OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 89° 51' EAST, 1,326.7 FEET, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;  
THENCE SOUTH 00° 07' WEST, 665.45 FEET, TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 82° 40' WEST, 415.27 FEET;

THENCE NORTH 69° 36' WEST, 353.69 FEET;

THENCE NORTH 57° 21' WEST, 333.51 FEET;

THENCE NORTH 64° 24' WEST, 300.34 FEET;

THENCE NORTH 0° 09' EAST, 176.12 FEET, TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION IN THE STATE HIGHWAY AS DEEDED TO THE STATE OF DEED RECORDED FEBRUARY 10, 1936 AS INSTRUMENT NO. 408 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

PAGE 2

117222



1676500

ALSO EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO THE CITY OF INDIAN WELLS, IN DEEDS RECORDED DECEMBER 29, 1977 AS INSTRUMENT NO. 257538 AND DECEMBER 29, 1977 AS INSTRUMENT NO. 257539, BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS INDICATED ON MAP OF TRACT NO. 2579, AS SHOWN BY MAP ON FILE IN BOOK 26 PAGE 94 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 0° 10' 10" EAST, 580.80 FEET ALONG THE WEST LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST LINE NORTH 0° 10' 10" EAST, 290.40 FEET;

THENCE NORTH 89° 50' 15" EAST, 150.00 FEET;

THENCE SOUTH 0° 10' 10" WEST, 290.40 FEET;

THENCE SOUTH 89° 50' 15" WEST, 150.00 FEET TO THE TRUE POINT OF BEGINNING;

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF TRACT NO. 2579 IN BOOK 46 PAGE 94 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TRUE POINT OF BEGINNING;

THENCE NORTH 0° 10' 10" EAST ALONG THE WEST LINE OF SAID SECTION 580.80 FEET;

THENCE NORTH 89° 50' 15" EAST, 150.00 FEET;

THENCE NORTH 0° 10' 10" EAST, 290.40 FEET;

THENCE NORTH 89° 50' 15" EAST, 150.00 FEET;

THENCE SOUTH 0° 10' 10" WEST, 871.20 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 89° 50' 15" WEST, 300.00 FEET TO THE TRUE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN ELDORADO DRIVE.

\* \* \* \* \*

PLAT ATTACHED/TT

PAGE 3

## DESCRIPTION

PARCEL 1:

The North 170 feet of the West 170 feet of the Southeast quarter of the Northwest quarter of Section 23, Township 5 South, Range 6 West, San Bernardino Base and Meridian.

TOGETHER WITH Parcels 1, 2 and 3 of Parcel Map No. 5305 as per map recorded in Book 11, page 57 of Parcel Maps, in the Office of the County Recorder of Riverside County.

PARCEL 2:

That portion of Parcel 2 of Record of Survey as per map recorded in Book 42, page 80 of Records of Survey, in the Office of the County Recorder of Riverside County, lying within the Northeast quarter of the Northwest quarter of Section 23, Township 5 South, Range 6 West, San Bernardino Base and Meridian.

Said property is situated in the City of Indian Wells, County of Riverside, State of California.

117222

DESCRIPTION OF AGENCY FEE PROPERTY

LEGAL DESCRIPTION

CITY OF INDIAN WELLS REDEVELOPMENT AGENCY LAND IN OR NORTH OF THE CHANNEL.

IN THE CITY OF INDIAN WELLS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PORTION OF THE NORTH HALF OF SECTIONS 23 AND 24, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 24;

THENCE SOUTH 00° 06' 46" EAST, 61.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FRED WARING DRIVE, THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 54' 03" EAST, 1,750.84 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WESTERLY LINE OF INDIAN WELLS VILLAGE UNIT I AS RECORDED IN BOOK 37 PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE;

THENCE SOUTH 00° 04' 45" EAST, 921.00 FEET ALONG SAID WESTERLY LINE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 585.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 80° 36' 08" WEST;

THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 09° 19' 07" AN ARC LENGTH OF 95.14 FEET;

THENCE CONTINUING SOUTH 00° 04' 45" EAST ALONG SAID WESTERLY LINE, 968.61 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MILES AVENUE (45TH) 100.00 FEET WIDE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, SOUTHEAST, AND EAST AND HAVING A RADIUS OF 650.40 FEET (650.00 RECORD) A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 01° 43' 38" WEST;

THENCE WESTERLY AND SOUTHERLY ALONG SAID NORTH RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 40° 34' 15" AN ARC LENGTH OF 460.54 FEET TO THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24;

THENCE NORTH 00° 09' 00" WEST, 172.96 FEET TO THE NORTH LINE OF THE COACHELLA VALLEY STORM WATER CHANNEL AND THE BEGINNING A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 20,500.00 FEET;

THENCE WESTERLY ALONG SAID NORTH LINE THROUGH A CENTRAL ANGLE OF 00° 43' 24" AN ARC LENGTH OF 258.80 FEET;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 76° 27' 27" WEST, 1,109.74 FEET TO THE WESTERLY LINE OF SECTION 24;

THENCE SOUTH 00° 06' 46" EAST ALONG THE WESTERLY LINE OF SECTION 24, 514.54 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORM WATER CHANNEL;

THENCE NORTH 76° 27' 27" WEST, 367.49 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE;

THENCE NORTH 00° 00' 16" WEST, A DISTANCE OF 135.93;

THENCE NORTH 54° 11' 45" WEST, A DISTANCE OF 869.31 FEET;

THENCE NORTH 00° 00' 16" WEST, 39.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORM WATER CHANNEL;

THENCE NORTH 76° 27' 27" WEST, 463.87 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 20,000.00 FEET;

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND CURVE THROUGH A CENTRAL ANGLE OF 03° 23' 51" AN ARC LENGTH OF 1,185.92 FEET TO THE CENTERLINE OF SAID SECTION 23;

THENCE SOUTH 00° 00' 16" EAST, 522.10 FEET ALONG SAID CENTERLINE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORM WATER CHANNEL AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20,500.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 16° 30' 53" EAST;

THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 02° 45' 07" AN ARC DISTANCE OF 984.61 FEET;

THENCE NORTH 70° 44' 01" WEST, 413.27 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE;

THENCE NORTH 00° 02' 58" EAST, 529.50 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE COACHELLA VALLEY STORM WATER CHANNEL;

THENCE NORTH 70° 44' 01" WEST, 943.71 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE EASTERLY BOUNDARY OF ELDORADO DRIVE, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,408.29 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 80° 38' 37" WEST;

THENCE NORTHERLY ALONG SAID EASTERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 29' 17" AN ARC LENGTH OF 159.48 FEET;

THENCE NORTH 46° 32' 34" EAST, 31.63 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FRED WARING DRIVE;

THENCE NORTH 89° 44' 53" EAST, 851.36 FEET ALONG SAID RIGHT-OF-WAY LINE;

117222

THENCE SOUTH 00° 02' 58" WEST, 6.00 FEET TO THE SOUTH RIGHT-OF-WAY  
LINE OF FRED WARING DRIVE;

THENCE NORTH 89° 43' 53" EAST, 1,326.05 FEET ALONG SAID SOUTH  
RIGHT-OF-WAY LINE;

THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°  
44' 23" EAST, 2,653.21 FEET TO THE TRUE POINT OF BEGINNING;

THIS PARCEL CONTAINS 206.00 ACRES, MORE OR LESS.

EXHIBIT D TO EASEMENT AGREEMENT



LEGAL DESCRIPTION  
(T-18, 19, 20, 21)

FROM: DAON CORPORATION  
TO: GOLF COURSE

The following described land in the City of Indian Wells,  
County of Riverside, State of California:

PARCEL 1 (T-18)

117222  
THAT portion of the Northeast Quarter of Section 23, Township  
5 South, Range 6 East, San Bernardino Base and Meridian,  
described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of  
said Section 23;

THENCE North  $00^{\circ}00'16''$  West, 1,128.35 feet, along the  
Westerly line of the Northeast Quarter to a point on the  
Southerly right-of-way line of the Coachella Valley County  
Water District, Flood Control Storm Channel, as said Storm  
Channel existed on December 28, 1956, the said point being  
the beginning of a non-tangent curve concave to the Northeast  
and having a radius of 20,500.00 feet, and a radial line  
through said point bears South  $16^{\circ}30'53''$  West;

THENCE Southeasterly along said Southerly right-of-way line  
and said curve through a central angle of  $02^{\circ}05'24''$  an arc  
length of 747.76 feet, the TRUE POINT OF BEGINNING;

THENCE continuing along said curve through a central angle of  
 $00^{\circ}52'56''$ , an arc length of 315.65 feet;

THENCE South  $76^{\circ}27'27''$  East, 659.14 feet, along said Souther-  
ly right-of-way line;

THENCE South  $21^{\circ}30'00''$  West, 32.00 feet;

THENCE North  $81^{\circ}47'44''$  West, 546.70 feet;

THENCE South  $89^{\circ}43'06''$  West, 855.00 feet;

THENCE South  $51^{\circ}27'12''$  West, 109.73 feet to a point on a  
curve concave to the West and having a radius of 130.00 feet,  
a radial line through said point bears North  $69^{\circ}14'41''$  East;

THENCE Northerly along said curve through a central angle of  
 $19^{\circ}58'02''$  an arc length of 45.30 feet;

THENCE North  $46^{\circ}07'24''$  East, 78.90 feet;

THENCE North  $06^{\circ}29'58''$  East, 79.51 feet;

THENCE North  $80^{\circ}41'41''$  East, 510.41 feet to the Southerly  
line of the said Storm Channel, the TRUE POINT OF BEGINNING.

PARCEL 2 (T-19)

THAT portion of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 23;

THENCE North  $86^{\circ}14'24''$  East, 40.09 feet, along the Northerly right-of-way line of the land described in the Deed to the County of Riverside, recorded April 05, 1965 as Instrument No. 39158 of Official Records, the TRUE POINT OF BEGINNING;

THENCE North  $00^{\circ}00'16''$  West, 290.74 feet, to the beginning of a tangent curve concave to the Southeast and having a radius of 226.00 feet;

THENCE Northeasterly along said curve through a central angle of  $31^{\circ}13'40''$  an arc length of 123.18 feet;

THENCE North  $31^{\circ}13'24''$  East, 175.36 feet, to the beginning of a tangent curve concave to the Northwest and having a radius of 130.00 feet;

THENCE Northeasterly along said curve through a central angle of  $11^{\circ}41'43''$  an arc length of 26.54 feet;

THENCE South  $70^{\circ}28'19''$  East, 53.98 feet;

THENCE South  $19^{\circ}58'59''$  West, 163.87 feet;

THENCE South  $37^{\circ}39'32''$  East, 116.21 feet;

THENCE North  $89^{\circ}43'06''$  East, 835.00 feet;

THENCE South  $73^{\circ}16'03''$  East, 805.00 feet;

THENCE North  $89^{\circ}43'06''$  East, 134.10 feet;

THENCE North  $15^{\circ}11'14''$  East, 514.96 feet, to a point on the Southerly right-of-way line of the Coachella Valley County Water District, Flood Control Storm Channel, as said Storm Channel existed on December 28, 1956;

THENCE South  $76^{\circ}27'27''$  East, 189.45 feet, along said Southerly right-of-way line;

THENCE South  $00^{\circ}00'16''$  East, 534.70 feet, to a point on the South line of the Northeast Quarter of said Section 23;

THENCE South  $89^{\circ}43'06''$  West, 315.76 feet, along said South line, to a point on the Northerly right-of-way line of the land described in the Deed to the County of Riverside,

recorded April 05, 1965 as Instrument No. 39158 of Official Records, the said point being the beginning of a non-tangent curve concave to the South and having a radius of 5066.00 feet, a radial line through said point bears North 05°13'42" East;

117222 THENCE Westerly along said Northerly right-of-way line and said curve through a central angle of 05°38'04" an arc length of 498.18 feet;

THENCE South 89°35'38" West, 1142.79 feet, along said Northerly right-of-way line;

THENCE South 86°14'24" West, 304.57 feet, along said Northerly right-of-way line, to the TRUE POINT OF BEGINNING.

PARCEL 3 (T-21)

THAT portion of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 23;

THENCE North 00°00'16" West, 444.62 feet, along the West line of the Southwest Quarter of the Northeast Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE continuing North 00°00'16" West, 182.39 feet along said West line to a point on a non-tangent curve concave to the Southwest and having a radius of 163.00 feet, a radial line through said point bears North 52°34'45" East;

THENCE Southeasterly and Southwesterly along said curve through a central angle of 65°04'08" an arc length of 185.11 feet, to the point of beginning of a reverse curve concave to the Southeast and having a radius of 306.00 feet;

THENCE Southwesterly along said reverse curve through a central angle of 01°32'42" an arc length of 8.25 feet, to the TRUE POINT OF BEGINNING.

PARCEL 4 (T-20)

In the City of Indian Wells, County of Riverside, State of California, that portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 23;

THENCE North 00°00'16" West, 673.74 feet, along the West line of the Northeast Quarter of said Section 23, the TRUE POINT

OF BEGINNING;

THENCE continuing North  $00^{\circ}00'16''$  West, 39.53 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 25.00 feet, a radial line through said point bears North  $38^{\circ}07'04''$  West;

THENCE Easterly along said curve through a central angle of  $15^{\circ}00'15''$  an arc length of 6.55 feet;

THENCE North  $66^{\circ}53'11''$  East, 8.29 feet to the beginning of a tangent curve concave to the South and West having a radius of 100.00 feet;

THENCE Easterly and Southerly along said curve through a central angle of  $144^{\circ}23'08''$  an arc length of 252.00 feet;

THENCE South  $31^{\circ}13'34''$  West, 19.68 feet to the beginning of a tangent curve concave to the West, North and East having a radius of 40.00 feet;

THENCE Southerly, Westerly and Northerly along said curve through a central angle of  $137^{\circ}53'20''$  an arc length of 96.26 feet and to the beginning of a reverse curve concave to the Southwest having a radius of 193.00 feet;

THENCE along said curve through a central angle of  $34^{\circ}39'28''$  an arc length of 116.74 feet to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION  
(T-22)

FROM: DAON CORPORATION  
TO: GOLF CLUB

In the City of Indian Wells, County of Riverside, State of California, that portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast quarter of said Section 23;

THENCE North  $00^{\circ}00'16''$  West, 746.82 feet, along the West line of the Northeast Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE continuing North  $00^{\circ}00'16''$  West, 381.53 feet, along said West line, to a point on the Southerly right-of-way line of the Coachella Valley County Water District, Flood Control Storm Channel, as said Storm Channel existed on December 28, 1956, the said point being the beginning of a non-tangent curve concave to the Northeast and having a radius of 20,500.00 feet, a radial line through said point bears South  $16^{\circ}30'53''$  West;

THENCE Southeasterly along said Southerly right-of-way line and said curve through a central angle of  $02^{\circ}05'24''$  an arc length of 747.76 feet;

THENCE South  $80^{\circ}41'41''$  West, 510.41 feet;

THENCE South  $06^{\circ}29'58''$  West, 79.51 feet;

THENCE South  $46^{\circ}07'24''$  West, 78.90 feet, to a point on a non-tangent curve concave to the Southwest and having a radius of 130.00 feet, a radial line through said point bears North  $49^{\circ}16'39''$  East;

THENCE Northwesterly along said curve through a central angle of  $72^{\circ}23'38''$  an arc length of 164.25 feet;

THENCE South  $66^{\circ}53'11''$  West, 1.60 feet to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION  
(T-23)

FROM: DAON CORPORATION  
TO: ACCESS ROAD

117222  
In the City of Indian Wells, County of Riverside, State of California, that portion of the Southwest Quarter of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE North  $00^{\circ}00'16''$  West, 444.62 feet, along the West line of the Southwest Quarter of the Northeast Quarter of said Section 23, to a point on a non-tangent curve concave to the Southeast and having a radius of 306.00 feet, a radial line through said point bears North  $60^{\circ}22'46''$  West;

THENCE Northeasterly along said curve through a central angle of  $01^{\circ}32'42''$  an arc length of 8.25 feet, to the point of beginning of a reverse curve concave to the West and having a radius of 163.00 feet;

THENCE Northeasterly and Northwesterly along said reverse curve through a central angle of  $65^{\circ}04'08''$  an arc length of 185.11 feet;

THENCE North  $00^{\circ}00'16''$  West, 46.73 feet, along said West line, to a point on a non-tangent curve concave to the Southwest and having a radius of 193.00 feet, a radial line through said point bears North  $44^{\circ}30'11''$  East;

THENCE Southeasterly along said curve through a central angle of  $34^{\circ}39'28''$  an arc length of 116.74 feet, to the beginning of a reverse curve concave to the North having a radius of 40.00 feet, a radial line through said point bears North  $79^{\circ}09'39''$  East;

THENCE Southerly, Easterly, and Northerly along said reverse curve through a central angle of  $137^{\circ}53'20''$  an arc length of 96.26 feet;

THENCE North  $31^{\circ}13'24''$  East, 19.68 feet to the beginning of a tangent curve concave to the West and Southwest and having a radius of 100.00 feet;

THENCE Northerly and Westerly along said tangent curve through a central angle of  $144^{\circ}23'08''$  an arc length of 252.00 feet;

THENCE South  $66^{\circ}53'11''$  West, 8.29 feet to the beginning of a tangent curve concave to the Southeast having a radius of 25.00 feet;

117222

THENCE Westerly along said curve through a central angle of  $15^{\circ}00'15''$  an arc length of 6.55 feet to the Southwest line;

THENCE North  $00^{\circ}00'16''$  West along said West line 33.54 feet;

THENCE North  $66^{\circ}53'11''$  East, 1.60 feet to the beginning of a tangent curve concave to the South and West having a radius of 130.00 feet;

THENCE Easterly and Southerly along said curve through a central angle of  $144^{\circ}20'13''$  an arc distance of 327.49 feet;

THENCE South  $31^{\circ}13'24''$  West, 175.36 feet, to the beginning of a tangent curve concave to the Southeast and having a radius of 226.00 feet;

THENCE Southerly along said curve through a central angle of  $31^{\circ}13'40''$  an arc length of 123.18 feet;

THENCE South  $00^{\circ}00'16''$  East, 290.74 feet, to a point on the Northerly right-of-way line of the land described in the Deed to the County of Riverside, recorded April 05, 1965 as Instrument No. 39158 of Official Records;

THENCE South  $86^{\circ}14'24''$  West, 40.09 feet, along said Northerly right-of-way line, to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION  
(T-24)

FROM: DAON CORPORATION  
TO: FLOOD CONTROL CHANNEL

117222  
In the City of Indian Wells, County of Riverside, State of California, that portion of the Northeast Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northeast Quarter of said Section 23;

THENCE North  $00^{\circ}00'16''$  West, 1128.35 feet, along the West line of the Northeast Quarter of said Section 23, to a point on the Southerly right-of-way line of the Coachella Valley County Water District, Flood Control Storm Channel, as said Storm Channel existed on December 28, 1956, the said point being on a non-tangent curve concave to the Northeast and having a radius of 20,500.00 feet, a radial line through said point bears South  $16^{\circ}30'53''$  West, the TRUE POINT OF BEGINNING;

THENCE continuing North  $00^{\circ}00'16''$  West, 522.10 feet, along said West line, to a point on the Northerly right-of-way line of said Flood Control Storm Channel, the said point being on a non-tangent curve concave to the Northeast and having a radius of 20,000.00 feet, a radial line through said point bears South  $16^{\circ}56'24''$  West;

THENCE Southeasterly along said Northerly right-of-way line and said curve through a central angle of  $03^{\circ}23'51''$  an arc length of 1185.92 feet;

THENCE continuing South  $76^{\circ}27'27''$  East, 463.87 feet, along said Northerly right-of-way line;

THENCE South  $00^{\circ}00'16''$  East, 39.63 feet;

THENCE South  $54^{\circ}11'45''$  East, 869.31 feet;

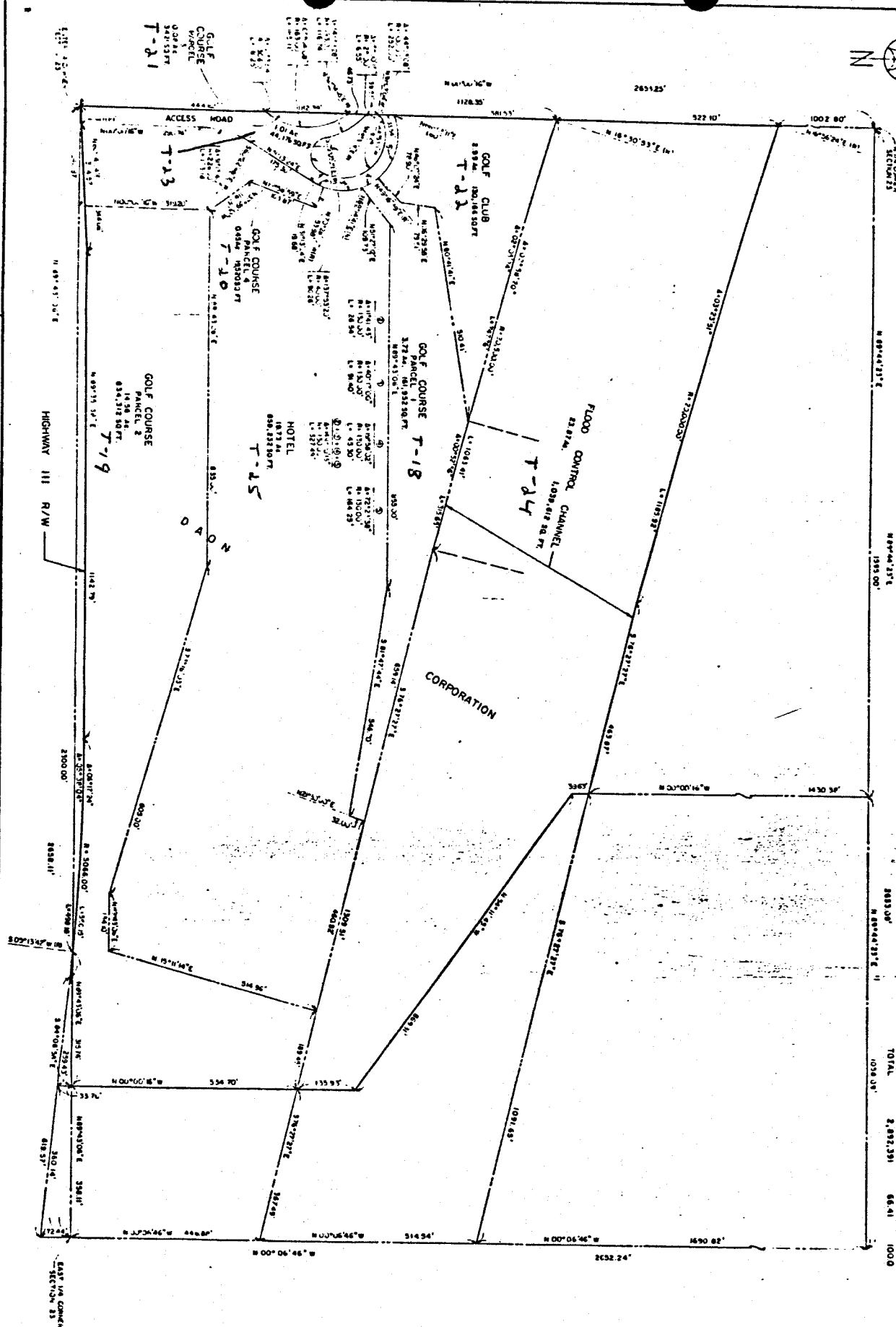
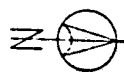
THENCE South  $00^{\circ}00'16''$  East, 135.93 feet, to a point on the Southerly right-of-way line of said Flood Control Storm Channel;

THENCE North  $76^{\circ}27'27''$  West, 1309.51 feet, along said Southerly right-of-way line, to the beginning of a tangent curve concave to the Northeast and having a radius of 20,500.00 feet;

THENCE Northwesterly along said Southerly right-of-way line and said curve through a central angle of  $02^{\circ}58'20''$  an arc length of 1063.41 feet, to the TRUE POINT OF BEGINNING.



222411



AREA DISTRIBUTION

AREA	ACRES	SQ. FT.
HOTEL	18.73	819,232
GOLF COURSE	18.81	819,205
GOLF CLUB	2.59	112,168
FLOOD CONTROL	23.87	1,039,812
TOTAL	64.41	2,892,391

EXHIBIT F TO EASEMENT AGREEMENT

JUN 25 1993  
 3

## LEGAL DESCRIPTION

(T-1)

FROM: DESERT HORIZONS, INC.

TO: GOLF COURSE

In the City of Indian Wells, County of Riverside, State of California, that portion of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Northwest Quarter of said Section 23;

THENCE North  $89^{\circ}43'06''$  East, 841.22 feet, along the South line of the Northwest Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE North  $00^{\circ}02'58''$  East, 245.30 feet;

THENCE North  $89^{\circ}43'06''$  East, 40.00 feet;

THENCE North  $40^{\circ}07'13''$  East, 256.06 feet;

THENCE North  $00^{\circ}12'27''$  East, 276.00 feet;

THENCE North  $20^{\circ}55'00''$  East, 613.42 feet;

THENCE South  $89^{\circ}38'15''$  West, 474.01 feet;

THENCE North  $55^{\circ}07'28''$  West, 780.89 feet, to a point on a non-tangent curve concave to the Southeast and having a radius of 1298.29 feet, a radial line through said point bears North  $65^{\circ}23'08''$  West; the said point being on the Easterly right-of-way line of Eldorado Drive as described in the Deed to the City of Indian Wells, recorded on September 10, 1982, as Instrument No. 156875 of Official Records of Riverside County;

THENCE Northeasterly along said Easterly right-of-way line and said curve through a central angle of  $07^{\circ}51'03''$  an arc length of 177.90 feet, to the point of beginning of a reverse curve concave to the Northwest and having a radius of 1408.29 feet;

THENCE Northeasterly along said Easterly right-of-way line and said reverse curve through a central angle of  $02^{\circ}39'28''$  an arc length of 65.33 feet;

THENCE South  $70^{\circ}44'01''$  East, 1120.75 feet, along the Southerly right-of-way of the Coachella Valley County Water District, Flood Control Storm Channel, as said Storm Channel existed on December 28, 1956, to a point on the East line of the Northwest Quarter of the Northwest Quarter of said Section 23;

THENCE South  $00^{\circ}02'58''$  West, 1573.68 feet, along the East line of the West half of the Northwest Quarter of said Section 23, to the Southeast corner of the Southwest Quarter of the Northwest Quarter of said Section 23;

THENCE South  $89^{\circ}43'06''$  West, 485.90 feet, along the South line of the Northwest Quarter of said Section 23, to the TRUE POINT OF BEGINNING.

117222

LEGAL DESCRIPTION  
(T-2)

FROM: DESERT HORIZONS, INC.  
TO: FLOOD CONTROL CHANNEL

In the City of Indian Wells, County of Riverside, State of California, that portion of the Northwest Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Northwest corner of the Northwest Quarter of said Section 23;

THENCE North  $89^{\circ}44'53''$  East, 1327.62 feet, to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 23;

THENCE South  $00^{\circ}02'58''$  West, 665.45 feet, to the Southeast corner of the North half of the Northwest Quarter of the Northwest Quarter of said Section 23, the TRUE POINT OF BEGINNING.

THENCE continuing South  $00^{\circ}02'58''$  West, 414.43 feet, along the East line of the Northwest Quarter of the Northwest Quarter of said Section 23, to a point on the Southerly right-of-way line of the Coachella Valley County Water District, Flood Control Storm Water Channel, as said Storm Channel existed on December 28, 1956;

THENCE North  $70^{\circ}44'01''$  West, 1120.75 feet, along said Southerly right-of-way line of Flood Control Storm Water Channel, to a point on a non-tangent curve concave to the Northwest and having a radius of 1408.29 feet, a radial line through said point bears South  $60^{\circ}11'33''$  East, the said point being on the Easterly right-of-way line of Eldorado Drive as described in the Deed to the City of Indian Wells, recorded on September 10, 1982, as Instrument No. 156875 of Official Records of Riverside County;

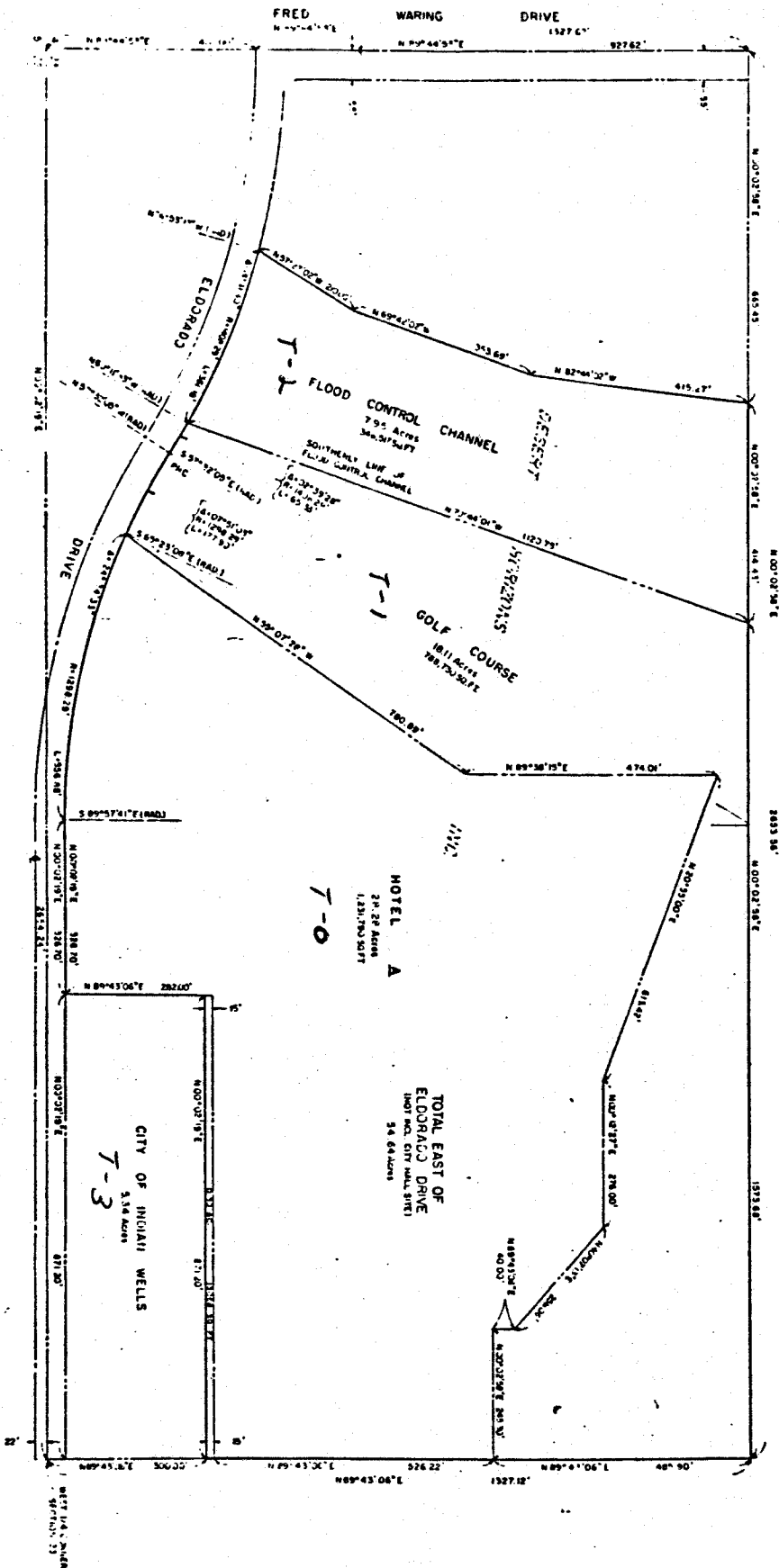
THENCE Northeasterly along said Easterly right-of-way of Eldorado Drive and said curve through a central angle of  $14^{\circ}41'40''$  an arc length of 361.18 feet;

THENCE South  $57^{\circ}27'02''$  East, 210.06 feet;

THENCE South  $69^{\circ}42'02''$  East, 353.69 feet;

THENCE South  $82^{\circ}44'02''$  East, 415.27 feet, to the TRUE POINT OF BEGINNING.

117222



FROM: PROPERTY OF  
DESERT HORIZONS INC.  
TO:  
GOLF COURSE  
HOTEL A  
FLOOD CONTROL CHANNEL  
CITY OF INDIAN WELLS  
TOTAL AREA

ACRE	%
18.11	33.14
2.22	4.16
5.34	10.00
7.95	14.85
0.30	0.55
56.64	100.00

EXHIBIT H TO EASEMENT AGREEMENT

The following described land in the City of Indian Wells,  
County of Riverside, State of California:

PARCEL 1

THAT portion of the Northwest Quarter of Section 23, Township  
5 South, Range 6 East, San Bernardino Base and Meridian,  
described as follows:

BEGINNING at the Southwest corner of the Southeast Quarter of  
the Northwest Quarter of said Section 23;

THENCE North 00 02'58" East, 1156.62 feet, along the West  
line of the Southeast Quarter of the Northwest Quarter of  
said Section 23, the TRUE POINT OF BEGINNING;

THENCE continuing North 00 02'58" East, 417.06 feet;

THENCE South 70 44'01" East, 413.27 feet, along the Southerly  
right-of-way line of the Coachella Valley County Water  
District, Flood Control Storm Channel, as said Storm Channel  
existed on December 28, 1956, to a point on a tangent curve  
concave to the Northeast and having a radius of 20,500.00  
feet;

THENCE Southeasterly along said Southerly right-of-way line  
of Flood Control Storm Water Channel and said curve through a  
central angle of 02 09'54" an arc length of 774.67 feet;

THENCE South 13 55'54" West, 55.04 feet;

THENCE North 83 23'32" West, 397.49 feet;

THENCE North 71 37'35" West, 290.08 feet;

THENCE North 61 07'57" West, 123.48 feet;

THENCE North 78 48'13" West, 180.00 feet;

THENCE South 08 44'29" West, 219.24 feet;

THENCE South 89 43'42" West, 125.00 feet, to the TRUE POINT  
OF BEGINNING.

PARCEL 2

THAT portion of the Southeast Quarter of the Northwest  
Quarter of Section 23, Township 5 South, Range 6 East, San  
Bernardino Base and Meridian, described as follows:

117222  
BEGINNING at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North 00 02'58" East, 572.00 feet, along the West line of the Southeast Quarter of the Northwest Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE continuing North 00 02'58" East, 509.62 feet, along said West line;

THENCE North 89 43'42" East, 115.75 feet;

THENCE South 17 36'00" West, 238.93 feet;

THENCE South 08 35'25" West, 197.00 feet;

THENCE South 00 07'49" East, 87.56 feet;

THENCE South 89 43'06" West, 14.72 feet, to the TRUE POINT OF BEGINNING.

PARCEL 3

THAT portion of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North 89 43'06" East, 260.00 feet, along the South line of the Northwest Quarter of said Section 23;

THENCE North 00 02'58" East, 37.08 feet, to a point on the Northerly right-of-way line of the land described in the Deed to the County of Riverside, recorded April 05, 1965 as Instrument No. 39158 of Official Records;

THENCE North 89 33'45" East, 400.00 feet along said Northerly right-of-way line, the TRUE POINT OF BEGINNING;

THENCE North 00 02'58" East, 166.91 feet;

THENCE North 70 45'48" East, 285.02 feet;

THENCE North 44 05'53" East, 312.89 feet;

THENCE North 25 24'37" West, 135.09 feet;

THENCE North 36 46'48" East, 45.70 feet;

THENCE South 89 45'03" East, 156.34 feet to a point on a curve concave to the South having a radius of 163.00 feet a radial line through said point bears North 29 13'39" East;

THENCE Southeasterly along said curve through a central angle of 26 52'09" an arc length of 76.44 feet, to a point on the East line of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE South 00 00'16" East, 182.39 feet, along said East line, to a point on a non-tangent curve concave to the Southeast and having a radius of 306.00 feet, a radial line through said point bears North 60 22'46" West;

THENCE Southwesterly along said curve through a central angle of 29 37'30" an arc length of 158.22 feet;

THENCE South 00 00'16" East, 176.60 feet, to a point on the Northerly right-of-way line of the land described in the Deed to the County of Riverside, recorded April 05, 1965 as Instrument No. 39158 of Official Records;

THENCE South 89 59'44" West, 4.00 feet, along said right-of-way line, to a point on a non-tangent curve concave to the Northwest and having a radius of 50.00 feet, a radial line through said point bears North 89 59'44" East;

THENCE Southwesterly along said right-of-way line and said curve through a central angle of 82 04'01" an arc length of 71.62 feet;

THENCE South 82'03'45" West, 179.07 feet, to the beginning of a tangent curve concave to the Northwest and having a radius of 530.00 feet;

THENCE Southwesterly along said right-of-way line and said curve through a central angle of 07 30'00" an arc length of 69.38 feet;

THENCE South 89 33'45" West, 334.87 feet, to the TRUE POINT OF BEGINNING.

PARCEL 4

THAT portion of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian described as follows:

BEGINNING at the Southeast corner of the Northwest corner of said Southeast Quarter;

THENCE North 00 00'16" West, 673.74 feet along the East line of said Southwest Quarter, to point on a non-tangent curve concave to the Southwest and having a radius of 193.00 feet, a radial line through said point bears North 44 30'11" East, the TRUE POINT OF BEGINNING;

THENCE Northerly along said curve through a central angle of

reverse curve concave to the East having a radius of 25.00 feet;

THENCE Northerly along said curve through a central angle of 98 08'46" an arc length of 42.82 feet to said East line;

THENCE South 00 00'16" East, a distance of 39.53 feet along said East line to the TRUE POINT OF BEGINNING.

117222



117222

In the City of Indian Wells, County of Riverside, State of California, that portion of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

PARCEL 1

BEGINNING at the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North 00 00'16" West, 116.76 feet, along the East line of the Southeast Quarter of the Northwest Quarter of said Section 23, to a point on the Northerly right-of-way line of the land described in the Deed to the County of Riverside, recorded April 05, 1965 as Instrument No. 39158 of Official Records, the TRUE POINT OF BEGINNING;

THENCE South 89 59'44" West, 40.00 feet, along said Northerly right-of-way line;

THENCE North 00 00'16" West, 176.60 feet, to the beginning of a tangent curve concave to the Southeast and having a radius of 306.00 feet;

THENCE Northeasterly along said curve through a central angle of 29 37'30" an arc length of 158.22 feet;

THENCE South 00 00'16" East, 327.86 feet along the said East line, to the TRUE POINT OF BEGINNING.

PARCEL 2

BEGINNING at the Southeast corner of the Northwest Quarter of said Section 23;

THENCE North 00 00'16" West, 627.02 feet, along the East line of the Southeast Quarter of the Northwest Quarter of said Section 23, to a point on a non-tangent curve concave to the Southwest and having a radius of 163.00 feet, a radial line through said point bears North 56 05'48" East, the TRUE POINT OF BEGINNING;

THENCE Northwesterly along said curve through a central angle of 26 52'09" an arc length of 76.44 feet;

THENCE South 89 45'03" East, 29.85 feet;

THENCE North 13 55'54" East, 55.70 feet, to a point on a non-tangent curve concave to the Northwest and having radius of 113.54 feet, a radial line through said point bears North 06 50'55" West;

THENCE Northeasterly along said curve through a central angle

117222

of 29 57'44" an arc length of 59.38 feet;

THENCE North 66 53'11" East, 15.24 feet to said East line;

THENCE South 00 00'16" East, 33.54 feet along the said East line, to the beginning of a non-tangent curve concave to the East and having a radius of 25.00 feet, a radial line through said point bears North 38 07'04" West;

THENCE Southerly along said curve through a central angle of 98 08'46" an arc length of 42.82 feet, to the beginning of a reverse curve concave to the Southwest having a radius of 163.00 feet;

THENCE Southerly along said reverse curve through a central angle of 00 46'01" an arc length of 2.18 feet to said East line;

THENCE South 00 00'16" East, 46.73 feet to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION

GOLF CLUB SITE II

T-26

In the City of Indian Wells, County of Riverside, State of California, that portion of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

PARCEL I

BEGINNING at the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North  $00^{\circ}00'16''$  West, 746.82 feet, along the East line of the Southeast Quarter of the Northwest Quarter of said Section 23, to the TRUE POINT OF BEGINNING;

THENCE South  $66^{\circ}53'11''$  West, 15.24 feet to a tangent curve concave to the North and having a radius of 113.54 feet;

THENCE Westerly along said curve through a central angle of  $29^{\circ}57'44''$  an arc length of 59.38 feet;

THENCE North  $13^{\circ}55'54''$  East, 229.48 feet, to a point on said East line;

THENCE South  $00^{\circ}00'16''$  East, 276.38 feet, along said East line to the TRUE POINT OF BEGINNING.

PARCEL 2

BEGINNING at the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North  $00^{\circ}00'16''$  West, 1084.62 feet, along the East line of the Southeast Quarter of the Northwest Quarter of said Section 23, TRUE POINT OF BEGINNING;

THENCE North  $76^{\circ}03'21''$  West, 203.81 feet;

THENCE North  $83^{\circ}23'32''$  West, 16.53 feet;

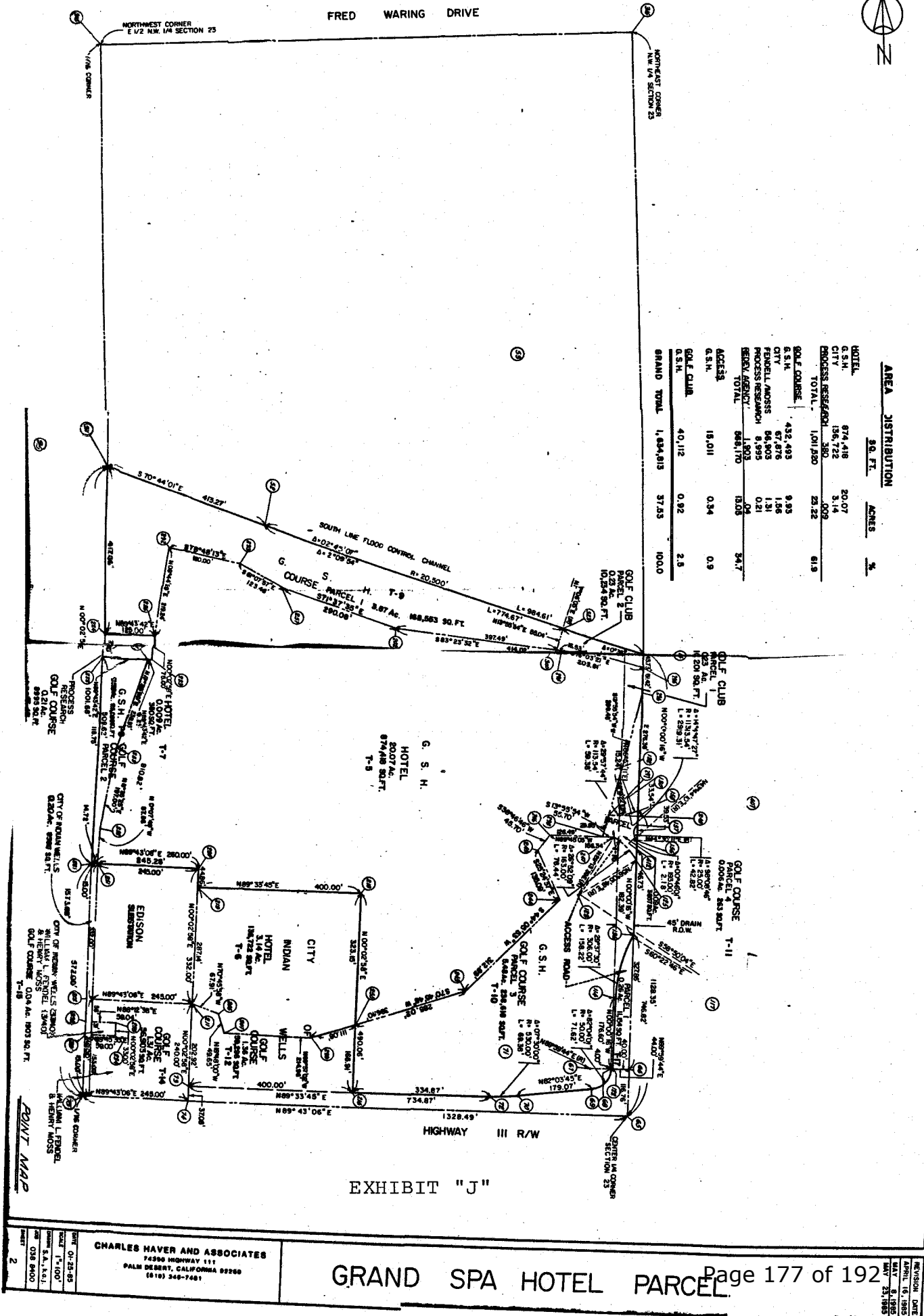
THENCE North  $13^{\circ}55'54''$  East, 55.04 feet, to a point on the Southerly right-of-way line of the Coachella Valley County Water District, Flood Control Storm Channel, as said Storm Channel existed on December 28, 1956, the said point being the beginning of a non-tangent curve concave to the Northeast

and having a radius of 20,500.00 feet, a radial line through said point bears South 17°06'05" West;

117222 THENCE Southeasterly along said Southerly right-of-way line and said curve through a central angle of 00°35'12" an arc length of 209.94 feet, to the East line of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE South 00°00'16" East, 43.73 feet, to the TRUE POINT OF BEGINNING.

**117222**



AGREEMENT OF NON-DISTURBANCE

THIS AGREEMENT OF NON-DISTURBANCE (the "Agreement") is made on \_\_\_\_\_, 1985, by and among \_\_\_\_\_, a \_\_\_\_\_ ("Beneficiary"), \_\_\_\_\_, a \_\_\_\_\_ ("Trustor"), and the REDEVELOPMENT AGENCY OF THE CITY OF INDIAN WELLS, a redevelopment agency established pursuant to the Community Redevelopment Law (Section 33000 et seq. of the Health and Safety Code of the State of California) ("Agency").

RECITALS

A. Trustor has recorded a deed of trust (the "Deed of Trust") in favor of Beneficiary against the real property described on attached Addendum 1 (the "Property") to secure a loan made by Beneficiary to Trustor. The Deed of Trust, a copy of which is attached hereto as Addendum 2, was recorded on \_\_\_\_\_, 19\_\_ in the Official Records of Riverside County as Instrument No. \_\_\_\_\_.

B. Trustor and Agency have entered into an easement agreement (the "Easement Agreement") dated \_\_\_\_\_, 1985, whereby Trustor granted to Agency a perpetual, exclusive, appurtenant easement to use a portion of the Property to construct, operate and maintain a 36-hole Golf Resort, which portion of the Property is referred to herein as the Easement Area and particularly described on attached Addendum 3. The Easement Agreement, a copy of which is attached hereto as Addendum 4, is being recorded as of the date of this Agreement or shortly thereafter in the Official Records of Riverside County, California.

C. The parties now desire to enter into this Agreement so as to clarify their rights, duties and obligations under the Deed of Trust and Easement Agreement and to further provide for various contingencies as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreement of the parties to the terms and conditions contained in this Agreement, the parties agree as follows:

1. If Trustor shall default in the payment of any sum or performance of any covenant or condition under the Deed of Trust or the loan obligation secured by the Deed of Trust, or in the event that Beneficiary forecloses on the Deed of Trust, either by power of sale or judicial foreclosure, prior to the expiration of the Easement Agreement, then Beneficiary, Trustor and Agency do hereby agree that the Easement Agreement, and all terms, provisions, covenants and agreements of the Easement Agreement, shall survive any such default or defaults in the Deed of Trust or loan obligation secured by the Deed of Trust, or foreclosure of the Deed of Trust, however such foreclosure should occur.

EXHIBIT K TO EASEMENT AGREEMENT

In such event, the Easement Agreement shall continue in force and effect in accordance with and subject to all of its terms, provisions, agreements and covenants as a direct agreement between Beneficiary, as Trustor's successor in interest, and Agency. Agency agrees, in such event, to attorn to Beneficiary and to recognize Beneficiary as Trustor's successor under the Easement Agreement. Beneficiary shall, in such event, exercise and undertake all of the rights, obligations and duties of Trustor in and under said Easement Agreement and shall be subject to all covenants, conditions and restrictions in the Easement Agreement.

2. Beneficiary agrees that should Beneficiary elect to foreclose the Deed of Trust by power of sale, Beneficiary shall mail to Agency copies of the notice of default and notice of sale in accordance with the provisions and procedures set forth in California Civil Code Section 2924b(3). Beneficiary further agrees that should Beneficiary elect to foreclose the Deed of Trust by judicial foreclosure, Beneficiary shall give Agency notice of the pendency of the foreclosure action within thirty (30) days after such action is filed with the Court.

3. Beneficiary hereby approves of the Easement Agreement and of the rights and privileges granted to Agency thereunder and agrees that for and during the term of the Easement Agreement, and any extensions thereof, Beneficiary shall not take any action, directly or indirectly, to disturb or otherwise affect Beneficiary's use of and/or rights and privileges with respect to the Easement Area so long as Agency is not in default under the Easement Agreement, nor shall Agency's exercise of any such rights and privileges constitute a default under the Deed of Trust, notwithstanding any provisions to the contrary contained in the Deed of Trust.

4. No provision contained herein shall be deemed an amendment or modification of any provisions contained in the Easement Agreement, including, without limiting the generality of the foregoing, any rights given thereunder to Trustor to terminate the Easement Agreement.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors, transferees and assigns.

BENEFICIARY:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ (Title)

By: \_\_\_\_\_ (Title)

117222

TRUSTOR:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Title)

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF  
INDIAN WELLS, a redevelopment agency

By: \_\_\_\_\_  
Richard R. Oliphant,  
Chairman

By: \_\_\_\_\_  
Prince E. Pierson,  
Executive Director



117222

LEGAL DESCRIPTION OF PROPERTY

(To be inserted)

117222

DEED OF TRUST

(To be attached)

117222

LEGAL DESCRIPTION OF EASEMENT AREA

(To be inserted)

117222

EASEMENT AGREEMENT

(To be attached)

LEGAL DESCRIPTION  
(T-6)

FROM: CITY OF INDIAN WELLS  
TO: GRAND SPA

117222  
In the City of Indian Wells, County of Riverside, State of California, that portion of the Southeast Quarter of the Northwest Quarter of Section 23, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE North  $89^{\circ}43'06''$  East, 260.00 feet, along the South line of the Northwest Quarter of said Section 23;

THENCE North  $00^{\circ}02'58''$  East, 240.00 feet, parallel with the West line of the Southeast Quarter of the Northwest Quarter of said Section 23, the TRUE POINT OF BEGINNING;

THENCE continuing North  $00^{\circ}02'58''$  East, 287.14 feet, along said parallel line;

THENCE North  $89^{\circ}33'45''$  East, 400.00 feet;

THENCE South  $00^{\circ}02'58''$  West, 247.93 feet, parallel with the West line of the Southeast Quarter of the Northwest Quarter of said Section 23;

THENCE South  $70^{\circ}45'48''$  West, 338.82 feet;

THENCE North  $18^{\circ}48'00''$  West, 49.65 feet;

THENCE North  $70^{\circ}45'58''$  West, 67.91 feet, to the TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION  
(T-12)

FROM: CITY OF INDIAN WELLS  
TO: GOLF COURSE

The following described land in the City of Indian Wells,  
County of Riverside, State of California:

117222  
THAT portion of the Southeast Quarter of the Northwest  
Quarter of Section 23, Township 5 South, Range 6 East, San  
Bernardino Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the Southeast Quarter of  
the Northwest Quarter of said Section 23;

THENCE North  $89^{\circ}43'06''$  East, 260.00 feet, along the South  
line of the Northwest Quarter of said Section 23;

Thence South  $00^{\circ}02'58''$  West, 37.08 feet, the TRUE POINT OF  
BEGINNING.

Thence North  $00^{\circ}02'58''$  East, 202.92 feet, parallel with the  
West line of the Southeast Quarter of the Northwest Quarter  
of said Section 23;

THENCE South  $70^{\circ}45'58''$  East, 67.91 feet;

THENCE South  $18^{\circ}48'00''$  East, 49.65 feet;

THENCE North  $70^{\circ}45'48''$  East, 338.82 feet;

THENCE South  $00^{\circ}02'58''$  West, 242.13 feet, parallel with the  
West line of the Southeast Quarter of the Northwest Quarter  
of said Section 23;

THENCE South  $89^{\circ}33'45''$  West, 400.00 feet, along the Northerly  
right-of-way line of the land described in the Deed of the  
County of Riverside, recorded April 5, 1965 as Instrument No.  
39158 of the Official Records, to THE TRUE POINT OF  
BEGINNING.

**ATTACHMENT #2**

**COMPLIMENTARY GOLF AGREEMENT  
FOR THE INDIAN WELLS GOLF RESORT**

This Complimentary Golf Agreement ("Agreement") is entered into this 1st day of July, 2020 by and between BBC Esmeralda, LLC, H.E. Indian Wells, L.L.C dba Hyatt Regency Indian Wells Resort & Spa, and Grand Champion (collectively, the "Grantor Hotels") and the City of Indian Wells ("City").

**WHEREAS**, the parties hereto agree and acknowledge that it is the custom and practice of the golf industry for golf course operators to extend privileges to permit players, under certain circumstances, to pay greens fees or cart rental fees, or allow such play at rates lower than those normally charged to full-fee golfers. These privileges are known as "Reduced Fee Play" and golfers playing under Reduced Fee Play are known as "Reduced Fee Players". The parties hereto further agree it is their mutual intention that, under appropriate circumstances as defined hereafter, the Golf Course Operator shall be permitted to allow Reduced Fee Play on the Golf Courses.

**WHEREAS**, the parties or their predecessors executed an easement agreement dated April 8, 1985, which easement agreement (as amended) authorizes the parties to provide for green fees and other charges for the use of the Golf Resort, including special discounts, complimentary golf and reduced rates.

**WHEREAS**, the parties or their predecessors developed and executed a Reduced Fee Policy/Agreement dated, January 7, 1993.

**WHEREAS**, the parties or their predecessors developed and executed a Reduced Fee Policy/Agreement dated, April 17, 1997, which amended and restated the January 7, 1993 Policy/Agreement.

**WHEREAS**, the parties hereto intend by this Agreement to amend and restate the existing Reduced Golf Fee Policy/Agreement, dated April 17, 1997.

**NOW THEREFORE**, it is agreed as follows, Reduced Fee Play shall be permitted under the following terms and conditions:

1. The Grantor Hotels and City desire that the City's Golf Course Operator permit rounds of Reduced Fee Play for Reduced Fee Players. The Golf Course Operator shall exercise good business judgment on who, how much and what type of Reduced Fee Play is permitted. Disagreements between any of the parties hereto shall be mediated by the City Council.
2. All parties hereto agree that, in all instances, Reduced Fee Play shall be provided on a "tee availability" basis as determined by Golf Course Operator. Golf Course Operator shall be obligated to ensure that no player from the Grantor Hotels who is to pay full fees shall be denied playing privileges or unreasonably denied a preferred starting time as a result of Reduced Fee Play.
3. In addition to the authority granted to the Golf Course Operator in Section 1 of this Agreement, the Golf Course Operator may permit Reduced Fee Play by individuals who

are customarily given Reduced Fee Player status in the resort golfing industry, as specifically identified in the following categories of Reduced Rate Play:

**CODE "A" NO FEE**

- City Employees
- Employees of the Golf Resort
- Visiting government officials and special guests of the City as approved by the City Manager or City Council
- Holders or winners of Public Relations letters issued by the General Manager of the Golf Resort to support civic or media promotions
- Visiting travel or media representatives planning group bookings or promotion of the Indian Wells resort community (hotels, golf, tennis) when accompanied by a sales representative of one of the hotels or by a city official.  
Executive and sales personnel of the Indian Wells hotels who participate in the City's Marketing Committee.

**CODE "B" \$25 CART FEE RATE**

- PGA card holders, golf course superintendent and golf club manager card holders
- Other key hotel staff members as provided by a letter from the Grantor Hotels and approved by the General Manager of the Golf Resort.
- Cart Fee Rate may be amended annually by the General Manager of the Golf Resort during the development of the Golf Resort's annual budget, with an effective date of July 1.

**CODE "C" \$40 (COMMUNITY RATE)**

- Other Employees of the Indian Wells Hotels with full participation in the City's Marketing Committee.
- Sponsors of major golf, tennis sports and entertainment events in Indian Wells.
- Golf Course Management firm's executive/administration personnel
- Family members and guests of, City employees. (limited to one foursome).
- Family members and guests of Golf Resort employees with a "guest letter" approved by the General Manager of the Golf Resort.

**CODE "R" RESIDENT BENEFIT GOLF CARD RATE**

- Residents issued a City Resident Benefit Golf Card (RBGC) are to pay \$50.00 rate from January 1 to April 30, and \$35.00 rate from May 1 to December 31.
- Guests of RBGC players shall pay a rate of the computed golf cost plus \$20.00 from November 1-April 30 and the Resort Guest Rate during the other months (limited to one foursome, which must include the RBGC holder). The cost of golf shall be computed annually by the General Manager of the Golf Resort during the development of the Golf Resort budget and shall be effective each July 1.



### **CODE "T" \$65 FEE RATE**

- Participants (players & coaches) in the two major tennis tournaments annually have a special \$65 rate unrestricted morning to 2:00 p.m. daily.

### **UNSOLD PROMOTIONAL RATE**

- In order to sell more rounds, create more revenue for the Parties, and more regularly promote golf to the Grantor Hotel customers, the Golf Resort General Manager may offer rounds that are coming up soon (e.g. same day/next day) that the General Manager believes the Operator would not otherwise sell. For example, on a Tuesday afternoon, the Operator has four afternoon rounds on the next day (Wednesday) that likely will not get sold. In such a case, the General Manager may communicate these times to one or both of the Grantor Hotels, and the Grantor Hotels, in turn, would offer to sell them to their guests. For sold rounds, the Grantor Hotel would pay the City a small fixed fee, to be determined from time to time by the applicable hotel and the Golf Resort General Manager, and the applicable Grantor Hotel would keep the difference.
4. With the exception of guests of the City Manager and General Manager, all guests qualifying for reduced rate play must be accompanied by their authorized sponsor.
  5. The discretion of the General Manager of the Golf Resort with respect to generation of daily golf fees will govern the professional and commercial decisions made in the granting of any reduced or free green fee or cart fee. Any signing party hereto may request a revision of the policies stated above should there be a perceived negative impact upon that party, by contacting the City Manager in writing. In the event any party to this Agreement is dissatisfied with the City Manager's determination, such party may seek review of that decision from the Indian Wells City Council for resolution by that body. In the event any party is dissatisfied with the decision of the Indian Wells City Council, such party may propose a resolution of such dispute that is mutually agreeable to all parties to this Agreement, which resolution must then be memorialized in an agreement approved by all parties to this Agreement in order to be binding on the parties.
  6. The parties hereto agree that the above-stated Reduced Fee Play policy has been created for the mutual benefit of all parties and shall be enforced by the Golf Course Operator as of the Effective Date of this Agreement as hereinafter defined) and will remain in effect until any or all of the parties terminate the Agreement in accordance with the termination provisions hereof. Any commitments for Reduced Fee Play made by the Golf Course Operator prior to the Effective Date shall be honored. The Golf Course Operator shall provide a written list to the City of all such commitments, if requested. This Agreement shall take effect ("Effective Date") on the date set next to the signature signifying acceptance by the City.
  7. The criteria for issuance of Resident Benefit Cards shall be within the sole discretion of the City Council of the City of Indian Wells and may be changed by such City Council from time to time in exercise of that discretion.

8. The City Council shall have the authority to amend rates contained within this Reduced Golf Fee Agreement as deemed appropriate. However, established rates shall be no less than those agreed to in this Agreement, without the written consent of the signing parties. Any increases must be done by City Council resolution and shared with the signing parties.

**SIGNATURES CONTAINED ON FOLLOWING PAGE]**

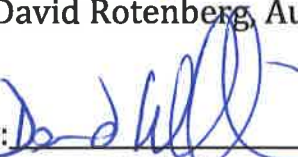
**SIGNATURE PAGE  
TO  
COMPLIMENTARY GOLF AGREEMENT  
FOR THE INDIAN WELLS GOLF RESORT**

BBC ESMERALDA, LLC

Dated: 7/16/2020

By:   
David Rotenberg, Authorized Agent

Dated: 7/16/2020

By:   
David Williams, Authorized Agent

GRAND CHAMPIONS, LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

H.E. INDIAN WELLS, L.L.C.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Hyatt Corporation as agent of  
H.E. Indian Wells, L.L.C dba  
Hyatt Regency Indian Wells Resort &  
Spa

GRAND CHAMPION

Dated: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF INDIAN WELLS

Dated: 7-23-2020

By:   
Chris Freeland, City Manager

**SIGNATURE PAGE  
TO  
COMPLIMENTARY GOLF AGREEMENT  
FOR THE INDIAN WELLS GOLF RESORT**

BBC ESMERALDA, LLC

Dated: \_\_\_\_\_


By: \_\_\_\_\_  
David Rotenberg, Owner

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Williams, Owner

H.E. INDIAN WELLS, L.L.C.

Dated: 7.13.20

By:  \_\_\_\_\_  
Hyatt Corporation as agent of  
H.E. Indian Wells, L.L.C dba  
Hyatt Regency Indian Wells Resort &  
Spa

CITY OF INDIAN WELLS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Freeland, City Manager