



PLANNING COMMISSION Meeting Agenda

Thursday, September 29, 2022

1:30 PM

City Hall Council Chamber

44950 Eldorado Drive, Indian Wells, CA 92210

Welcome to a meeting of the Indian Wells Planning Commission.

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

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

Please turn off all communication devices (phones) or put them on non-audible mode (vibrate) during Planning Commission 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 PLANNING COMMISSION, PLEDGE OF ALLEGIANCE AND ROLL CALL

CHAIR SNELLENBERGER
VICE CHAIR CONWAY
COMMISSIONER SCHLEIMER
COMMISSIONER BAHNEMAN
COMMISSIONER WELCH

B. APPROVAL OF THE FINAL AGENDA

C. APPROVAL OF MINUTES

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RECOMMENDED ACTION:

Planning Commission **APPROVES** the August 25, 2022 Planning Commission Meeting Minutes.

D. PUBLIC COMMENTS

Members of the Public who wish to speak during public comment on items not listed on the agenda may do so at this time. Members of the public should fill out a yellow slip and submit it to the Community Development Administrative Assistant. Comments are limited to 3 minutes, speakers will be alerted when their time is up and no further comments will be permitted.

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

E. PUBLIC HEARINGS

For each of the items listed under PUBLIC HEARING ITEMS, the public will be provided an opportunity to speak. After a staff report is provided, the Chair will open the public hearing. At that time the applicant will be allowed five (5) minutes to make a presentation on the case.

Members of the public will then be allowed three (3) minutes each to speak, unless there are a number of person's wishing to speak and then the Chair will allow only two (2) minutes, to accommodate for more persons.

The Planning Commission may ask the speakers questions relative to the case and the testimony provided. The question period will not count against your time limit. After all persons have spoken, the applicant will be allowed three minutes to summarize or rebut any public testimony. The Chair will then close the public hearing portion of the hearing and deliberate the matter.

E.1. Street Vacation of Bryson Court (APN 634-040-020) Located North of Fred Waring Drive and South of CVWD Flood Control Channel

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RECOMMENDED ACTION:

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

FINDS the project exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15315, Minor Land Divisions; and

ADOPTS Resolution No. PC 2022-12 Finding the Street Vacation of Bryson Court to be in Conformance with the City's General Plan pursuant to Government Code Section 65402

- E.2. **Mills Act Contract - 75900 Fairway Drive, "The Desert Bel Air Showcase Home" a.k.a. "The Crank Garland House" (APN 633-144-004)**

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RECOMMENDED ACTION:

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

FINDS the action is not a Project as defined under CEQA Guidelines Section 15378 and is not subject to CEQA per Section 15061(b)(3) as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment; and

ADOPTS Resolution approving a Mills Act Agreement between the City of Indian Wells and Karlyn Neel, owner of 75900 Fairway Drive, "The Desert Bel Air Showcase Home" a.k.a. "The Crank Garland House."

F. MATTERS FROM STAFF

G. ADJOURNMENT

To a regularly scheduled meeting of the Planning Commission to be held at 1:30 p.m. on October 27, 2022 in the City Hall Council Chamber.

Affidavit of Posting,

I, Maria Alvarez, certify that on September 22, 2022, I caused to be posted a notice of a Planning Commission Meeting to be held on September 29, 2022 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]

Maria Alvarez, Administrative Assistant

INDIAN WELLS PLANNING COMMISSION

September 29, 2022



Staff Report: Community Development

Subject: August 25, 2022, Planning Commission Meeting Minutes

RECOMMENDED ACTION:

Planning Commission **APPROVES** the August 25, 2022, Planning Commission Meeting Minutes.

ATTACHMENTS:

1. August 25, 2022, Unofficial Minutes



PLANNING COMMISSION MEETING MINUTES

Thursday, August 25, 2022

1:30 PM

City Hall Council Chamber

44950 Eldorado Drive, Indian Wells, CA 92210

Present: Chair Jim Snellenberger
Vice Chair Nicholas Conway
Commissioner Bruce Bahneman
Commissioner Ken Welch

Absent: Commissioner John Schleimer

A. CALL TO ORDER OF THE PLANNING COMMISSION AND PLEDGE OF ALLEGIANCE AND ROLL CALL

Chair Snellenberger convened the Planning Commission meeting of the City of Indian Wells at 1:30 p.m. on August 25, 2022 in the City Hall Council Chamber.

A motion was made by Commissioner Bahneman, seconded by Commissioner Welch to excuse Commissioner Schleimer from today's Planning Commission meeting. The motion carried by the following vote:

AYES: 4 - Bahneman, Conway, Snellenberger, Welch

NOES: 0 - None

EXCUSED: 1 - Schleimer

B. APPROVAL OF THE FINAL AGENDA

A motion was made by Commissioner Welch, seconded by Commissioner Bahneman to Approve the Agenda as Submitted. The motion carried by the following vote:

AYES: 4 - Bahneman, Conway, Snellenberger, Welch

NOES: 0 - None

EXCUSED: 1 - Schleimer

C. APPROVAL OF MINUTES

C.1 July 28, 2022 Planning Commission Meeting Minutes

A motion was carried by Commissioner Conway, seconded by Commissioner Welch to Approve the July 28, 2022 Planning Commission Meeting Minutes as Submitted. The motion carried by the following vote:

AYES: 4 - Bahneman, Conway, Snellenberger, Welch

NOES: 0 - None

EXCUSED: 1 - Schleimer

D. PUBLIC COMMENTS

No public comments.

E. PUBLIC HEARINGS

E.1 RECOMMENDING APPROVAL OF TENTATIVE PARCEL MAP TO SUBDIVIDE AN EXISTING 1.2 ACRE RESIDENTIAL LOT INTO TWO NEW SINGLE-FAMILY LOTS WITHIN THE ELDORADO COUNTRY CLUB

Chair Snellenberger opened the public hearing at 1:38 p.m. to hear testimony in favor of or against Resolution No. PC 2022-10.

Mr. Michael Kiner, resident and architect, spoke in favor of the proposed Tentative Parcel Map Subdivision.

Ms. Pamela Jayme, Eldorado Country Club Controller, submitted a letter in favor of the proposed Tentative Parcel Map Subdivision to the City, after the agenda was posted. The letter was shared with the Planning Commission and Staff at the dais.

Chair Snellenberger closed the public hearing at 1:40 p.m.

It was determined to **FIND** the project exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15315, Minor Land Divisions; and

ADOPT Resolution No. PC 2022-10 to read as follows:

RESOLUTION NO. PC 2022-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INDIAN WELLS, CALIFORNIA, RECOMMENDING **APPROVAL** TO THE CITY COUNCIL OF TENTATIVE PARCEL MAP NO. 38396 FOR THE SUBDIVISION OF AN EXISTING 1.2-ACRE RESIDENTIAL PARCEL WITHIN THE ELDORADO COUNTRY CLUB INTO TWO SEPARATE RESIDENTIAL PARCELS FOR PREPROPERTY CONVEYANCE PURPOSES.

A motion was made by Chair Snellenberger, seconded by Commissioner Welch, that this Recommendation be Adopted. The motion carried by the following vote:

AYES: 4 - Bahneman, Conway, Snellenberger, Welch

NOES: 0 - None

EXCUSED: 1 - Schleimer

E.2 RECOMMENDING APPROVAL OF MODIFICATION NO. 5 TO CONDITION USE PERMIT 2-79-4 TO INCLUDE OUTDOOR RETAIL SALES AND MONTHLY SPECIAL EVENTS FOR SPROUTS GROCERY STORE OR ANY GROCERY STORE SUCCESSOR IN THE VILLAGE I SHOPPING CENTER

Chair Snellenberger opened the public hearing at 1:50 p.m. to hear testimony in favor or against Resolution No. PC 2022-11.

Ms. Jan Boydston, business owner, spoke in favor of including outdoor retail sales and monthly special events.

Mr. Robert Calloway, Coachella Valley Community Coalition, submitted a letter in opposition of the Modification to CUP 2-79-4 to the City, after the agenda was posted. The letter was shared with the Planning Commission and Staff at the dais.

Chair Snellenberger closed the public hearing at 1:53 p.m.

There was clarification of the location of special events and regarding samples if provided at any event, licenses would need to be obtained through the Health Department. There was clarification as to the hours of operations and a condition was added for operating hours to be included from 7 a.m. - 10 p.m.

It was determined to **FIND** the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3), Common Sense Exemption; and

ADOPT Resolution No. PC 2022-11 to read as follows:

Resolution No. PC 2022-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INDIAN WELLS, CALIFORNIA, RECOMMENDING **APPROVAL** TO THE CITY COUNCIL OF MODIFICATION NO. 5 TO CONDITIONAL USE PERMIT 2-79-4 TO INCLUDE OUTDOOR RETAIL SALES AND MONTHLY SPECIAL EVENTS HEREIN FOR SPROUTS GROCERY STORE ("TENANT") OR ANY GROCERY STORE ("SUCCESSOR TENENAT") IN THE VILLAGE I SHOPPING CENTER.

A motion was made by Commissioner Welch, seconded by Chair Snellenberger that the Recommendation be Adopted with the condition of

operating hours be included from 7:00 a.m. - 10:00 p.m. The motion carried by the following vote:

AYES: 4 - Bahneman, Conway, Snellenberger, Welch

NOES: 0 - None

EXCUSED: 1 - Schleimer

F. MATTERS FROM STAFF

Community Development Director Jon Berg reminded the Planning Commission of the upcoming regular scheduled meeting in September as there is an item coming, if anyone needs to excuse themselves, let the department know so that we can confirm quorum.

G. ADJOURNMENT

At 1:55 p.m. Chair Snellenberger ADJOURNED the Planning Commission meeting to a regularly scheduled meeting of the Planning Commission of the City of Indian Wells to be held at 1:30 p.m. on April 28, 2022 in the City Hall Council Chamber.

Respectfully Submitted,

Maria Alvarez, Administrative Assistant

INDIAN WELLS PLANNING COMMISSION

September 29, 2022



Staff Report: Public Works Department

Subject: Street Vacation of Bryson Court (APN 634-040-020)
Located North of Fred Waring Drive and South of CVWD
Flood Control Channel.

RECOMMENDED ACTION:

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

FINDS the project exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15315, Minor Land Divisions; and

ADOPTS Resolution No. PC 2022-12 Finding the Street Vacation of Bryson Court to be in Conformance with the City's General Plan pursuant to Government Code Section 65402

DISCUSSION:

BACKGROUND AND SETTING:

The easements being considered for abandonment were granted to the City from Southern California Edison (SCE) in 1992 and 1994. These easements were aligned with a proposed future road extension from Fred Waring Drive, northward across the Coachella Valley Water District's stormwater channel. The current circulation element was subsequently adopted and the concept of extending the road over the channel at this location was abandoned, and consequently, these easements have never been used as public right-of-way.

DESCRIPTION AND ANALYSIS:

The area to be vacated was offered as a Grant of Easement for Road Purposes; SCE holds fee title ownership of the land. Two different easements were used for a total of sixty-six feet (66') of width north of Fred Waring (Attachment 2). The first easement included area that is now in use as Fred Waring Drive. That portion of the easement being used as Fred Waring Drive is not being vacated (Attachment 3). The second easement expanded the road easement from 33' east of the City's property boundary with Palm Desert to 66' east of the property boundary (Attachment 4).

Staff has determined that no publicly accessible properties will be landlocked as a result of the vacation. The area proposed for vacation is exclusively used as an access road to SCE's existing substation on the east. CVWD's existing stormwater channel bounds the northern terminus of the access road, and a gated residential community within the City of Palm Desert borders the west (refer to Attachment 2). The affected roadway segment is not being used by the public and has no plans for future use by the public. The underlying land is owned by SCE and will continue to serve as an accessway to their existing substation.

Figure 11C-6 of the City's Circulation Element does not identify SCE's access road with any type of public roadway classification. However, the access road is currently situated within the existing easements for City road purposes, and is therefore ultimately the City's responsible for continued maintenance if these easements are not formally vacated. The City's vacation of these easements will include a reservation for all public utility purposes and shall comply with all applicable requirements of Streets and Highways Code sections 2381, and 8300-8363.

ENVIRONMENTAL ASSESSMENT:

This project has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the environmental regulations of the City. The City acting as Lead Agency, has determined the Vacation qualifies as being Categorically Exempt from CEQA pursuant to Section 15315, Minor Land Divisions.

ATTACHMENTS:

1. Resolution No. PC 2022-12
2. Vicinity Map
3. Easement for Road Purposes 260714
4. Easement for Road Purposes 481112

RESOLUTION NO. PC 2022-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INDIAN WELLS, CALIFORNIA, FINDING THE STREET VACATION OF BRYSON COURT (APN 634-040-020), LOCATED NORTH OF FRED WARING DRIVE, TO BE IN CONFORMANCE WITH THE CITY'S GENERAL PLAN PURSUANT TO GOVERNMENT CODE SECTION 65402; AND FINDING THE ACTION EXEMPT FROM CEQA

WHEREAS, the right of way at APN 634-040-020 and north of Fred Waring Drive, commonly known as Bryson Court, is unused by the public for the purpose of which it was intended and is excess; and

WHEREAS, notice of a public hearing of the Planning Commission of the City of Indian Wells ("City") to consider this item was given in accordance with applicable law; and

WHEREAS, on September 29, 2022, a duly noticed public hearing on the whether the vacation of Bryson Court is in conformance with the City's General Plan was held by the Planning Commission; and

WHEREAS, after careful consideration of the staff report, public testimony and all of the information presented at the hearing, the Planning Commission finds as follows:

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

Section 1. The Planning Commission hereby finds and determines that Bryson Court is excess right-of-way and the vacation of that portion of the public street conforms to the City's General Plan Circulation Element.

Section 2. The Planning Commission finds and determines that the vacation is categorically exempt from the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000 *et seq.*: "CEQA") and the State Guidelines for Implementation of CEQA (14 C.C.R. §§ 15000 *et seq.*: the "CEQA Guidelines") pursuant to a Class 15 exemption for Minor Land Divisions because the Project involves the vacation of a portion of a street which involves negligible or no expansion of use. (14 C.C.R. § 15315.)

Section 3. Based upon all of the evidence presented and the findings above, the Planning Commission hereby recommends that the City Council find that the vacation of Bryson Court is consistent with the City's General Plan Circulation Element.

Section 4. The Community Development Director shall transmit this recommendation to the City Council, and the adoption of Resolution 2022-12 shall be scheduled for City Council consideration during the next regularly scheduled City Council meeting.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Indian Wells, California, at a regular meeting held on this 29th day of September, 2022.

JIM SNELLENBERGER
CHAIR

CERTIFICATION FOR RESOLUTION NO. PC 2022-12

I, Jon Berg, Community Development Director of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the Planning Commission is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the Planning Commission of the City of Indian Wells on the 29th day of September, 2022, by the following vote:

AYES:

NOES:

EXCUSED:

ATTEST:

APPROVED AS TO FORM:

JON BERG
COMMUNITY
DEVELOPMENT DIRECTOR

TODD LEISHMAN
CITY ATTORNEY



 City Boundary

 Area of Proposed Vacation

Vicinity Map Bryson Court Street Vacation

PORTION SW 1/4, SE 1/4
SEC. 15, T.5 S., R.6 E., S.B.M.

FD. 1 1/4" I.P. WITH
TAG "L.S. 4420," FLUSH,
PER TRACT NO. 11907,
M.B. 144 PGS. 31 & 32.

DETAIL
NOT TO SCALE

Area Proposed for Vacation

FD. 1 1/4" I.P. WITH
TAG "L.S. 4420," FLUSH,
PER TRACT NO. 11907,
M.B. 144 PGS. 31 & 32.

SEE
DETAIL

INST. #398138
REC'D ON 10/30/90

FD. 1 1/4" I.P. WITH
TAG "L.S. 4420," FLUSH,
PER TRACT NO. 11907,
M.B. 144 PGS. 31 & 32.

LEGEND



LANDS OF SOUTHERN CALIFORNIA EDISON
COMPANY.



PROPOSED ROAD DEDICATION TO THE CITY
OF INDIAN WELLS

0 100 200 400
SCALE IN FEET

EXHIBIT "A"

PROJECT NAME: INDIAN WELLS SUBSTATION		JO 8007	DOTS 10.02298	MS 44-120
ENG. DRG. TECHNICIAN: G. GRIEGO	ANALYST: J. CALLEJA	CITY INDIAN WELLS		
LAND RIGHTS EXAMINER: T. CUTHBERTSON	ANALYST: K. UCHIDA	COUNTY: RIVERSIDE COUNTY		
SURVEY CHIEF OF PARTIES				
DATE: 07/08/92	SERIAL: 6247BA	Southern California Edison Company		

PORTION SW 1/4, SE 1/4
SEC. 15, T.5 S., R.6 E., S.B.M.

FD. 1 1/4" I.P. WITH
TAG "L.S. 4420," FLUSH,
PER TRACT NO. 11907,
M.B. 144 PGS. 31 & 32.

FD. 1 1/4" I.P. WITH
TAG "L.S. 4420," FLUSH,
PER TRACT NO. 11907,
M.B. 144 PGS. 31 & 32.

ELDORADO DRIVE
(FUTURE ST.)

COOK ST.

WHITE WATER RIVER
STORM CHANNEL

DETAIL
NOT TO SCALE

**Area proposed
for vacation**

SW'LY LINE OF INST. NO. 49510
REC'D ON MAY 28, 1968



INST. #39513B
REC'D ON 10/30/90

N 85°46'10"E 858.49' INST. #48112
REC'D ON 12/17/92

S 1/4 COR
SEC. 15
SOUTH LINE OF SEC 15,
T 5 S, R 6 E, S.B.M.

FD. 1 1/4" I.P. WITH
TAG "L.S. 4420," FLUSH,
PER TRACT NO. 11907,
M.B. 144 PGS. 31 & 32.

LEGEND

-  LANDS OF SOUTHERN CALIFORNIA EDISON COMPANY.
-  PROPOSED ROAD DEDICATION TO THE CITY OF INDIAN WELLS.

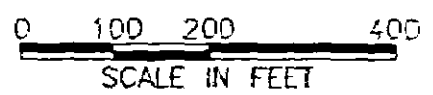



EXHIBIT "A"

PROJECT NAME: INDIAN WELLS SUBSTATION		J.O. 8002	DOTS I.D.02298	M.S. 44-120
ENG. MPG. TECHNICIAN: G. GRIEGO	ANALYST: J. CALLEJA	CITY: INDIAN WELLS		
LAND RIGHTS EXAMINER: T. CUTHBERTSON	ANALYST: K. UCHIDA	COUNTY: RIVERSIDE COUNTY		
SURVEY CHIEF OF PARTIES:		 Southern California Edison Company Page 17 of 48 File Name: GG8002.DWG		
DATE: 02/04/94	SERIAL: 63156A			

INDIAN WELLS PLANNING COMMISSION

September 29, 2022



Staff Report: Community Development Department

Subject: Mills Act Contract - 75900 Fairway Drive, "The Desert Bel Air Showcase Home" a.k.a. "The Crank Garland House" (APN 633-144-004).

RECOMMENDED ACTION:

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

FINDS the action is not a Project as defined under CEQA Guidelines Section 15378 and is not subject to CEQA per Section 15061(b)(3) as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment; and

ADOPTS Resolution No. PC 2022-13 approving a Mills Act Agreement between the City of Indian Wells and Karlyn Neel, owner of 75900 Fairway Drive, "The Desert Bel Air Showcase Home" a.k.a. "The Crank Garland House."

DISCUSSION:

BACKGROUND AND SETTING:

On October 7, 2021, the Planning Commission approved the designation of the residential property at 75900 Fairway Drive (Attachment 2), formally known as "The Desert Bel Air Showcase Home" a.k.a. "The Crank Garland House", as a Cultural-Historic residence within the City.

Pursuant with California Government Code sections 50280-50290, upon the application of an owner of any qualified historic property, the City may contract with the owner or agent to restrict the use of the property to carry out the purposes and goals of historic preservation of the property. Such a contract is commonly referred to as a "Mills Act Contract" and it provides for possible alternative property tax rate calculations in exchange for specific and ongoing preservation and maintenance of the property, specifically its historically significant elements and characteristics.

Karlyn Neel ("Applicant"), owner of the historic residential property at 75900 Fairway Drive, filed an application with the City to enter a Mills Act Contract with the City. In

accordance with Section 22.16.100(b) of the City's Municipal Code, the Planning Commission, in a public hearing, shall resolve to approve, approve with conditions, or deny the proposed contract.

DESCRIPTION AND ANALYSIS:

The Mills Act is a state sponsored legislation granting local governments the authority to directly participate in a historic preservation program. It is designed to provide private property owners with an economic incentive, via property tax relief, to actively participate in the restoration of their historic properties. Property owners may qualify for property tax relief if they pledge to restore and maintain the historical and architectural character of their properties for at least a ten-year period. A formal agreement known as a Mills Act Contract is executed between the local government and the property owner for a minimum ten-year term (Attachment 3). The contract is automatically renewed each year and is transferable to new owners when the property is sold. Property owners agree to preserve and maintain the property in accordance with specific historic preservation standards and conditions as identified in the contract. Local authorities may impose penalties for breach of contract or failure to protect the historic property. The contract is binding to all owners of the historic property during the contract period.

The Mills Act Contract has the effect of freezing the base value of the property. There is little effect over the first few years but as the property is restored over a longer period of time, the value increases and the property tax savings may increase over time. The Applicant has consulted with her tax advisors and determined that entering into a Mills Act Contract with the City would be mutually beneficial for both parties. The Applicant also understands that entering into the Mills Act Contract only represents the potential for property tax savings and is not a guarantee.

The Applicant has invested a significant amount of money to restore and preserve the property in nearly its original state and will continue to do so. The potential property tax savings provided by the Mills Act Contract will assist the owner in defraying the costs associated with maintaining the property.

REQUIRED FINDINGS:

Mills Act contracts may only be executed on qualified historic properties.

Pursuant California Government Code 50280.1 "Qualified historical property" for purposes of this article, means privately owned property, which is not exempt from property taxation, and which meets either of the following:

- (a) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.191.2(b) of the Mills Act.

(b) Listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places, or landmarks.

The property at 75900 Fairway Drive meets criteria (b) considering it has been formally listed as a Cultural-Historic residence by the City and officially recorded with the County of Riverside (Attachment 4). It is Staff's opinion that the Applicant has demonstrated her commitment to restore and maintain the historical and architectural character of the property for at least a ten-year period, and therefore, recommends the Planning Commission adopt the Resolution approving the Mills Act Contract, as conditioned.

ENVIRONMENTAL ASSESSMENT:

This action has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the environmental regulations of the City. The City, acting as Lead Agency, determined that the action is not a Project as defined under CEQA Guidelines Section 15378. Furthermore, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA (Section 15061(b)(3) of the State CEQA Guidelines).

ATTACHMENTS:

1. Resolution No. PC 2022-13
2. Vicinity Map
3. Draft Mills Act Agreement
4. Riverside County Notice of Cultural Historic Resource Designation

RESOLUTION NO. PC 2022-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INDIAN WELLS, CALIFORNIA, APPROVING A MILLS ACT CONTRACT BETWEEN THE CITY OF INDIAN WELLS AND THE RESIDENTIAL PROPERTY OWNER LOCATED AT 75900 FAIRWAY DRIVE (APN 633-144-004); AND FINDING THE ACTION EXEMPT FROM CEQA

WHEREAS, California Government Code sections 50280-50290, more commonly known as the Mills Act, established legislation providing property tax relief for owners of qualified historic properties who contract with a city to abide by reasonable preservation requirements; and

WHEREAS, the City of Indian Wells ("City") has chosen to participate and support the Mills Act in accordance with California Constitution, Article XIII, section 8, California Government Code sections 50280-50290, and California Revenue and Taxation Code sections 439-439.4; and

WHEREAS, the owner of the residence at 75900 Fairway Drive, has filed an application to enter a Mills Act contract with the City, pursuant to Section 22.16.100(b) of the City's Municipal Code, detailing rehabilitation work and proposing a maintenance plan for the property; and

WHEREAS, pursuant to City Municipal Code Section 22.16.050, the City has established procedures to identify and designate historic resources within the City; and

WHEREAS, on September 30, 2021, the Planning Commission held a duly noticed public hearing and adopted Resolution No. PC 2021-05 approving the designation of the residence as an official historic resource within the City; and

WHEREAS, said determination is on file with the County Recorder's Office as File No. 2022-0359529, and incorporated herein by reference; and

WHEREAS, pursuant to City Municipal Code 22.16.100(b), the City has established procedures to accept, review, approve and enter Mills Act contracts with homeowners; and

WHEREAS, notice of a public hearing of the City's Planning Commission to consider the homeowner's request to enter into a Mills Act contract with the City was given in accordance with applicable law; and

WHEREAS, on September 29, 2022, a duly noticed public hearing on the Mills Act contract was held by the Planning Commission; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, after careful consideration of the staff report, draft Mills Act contract and all the information, evidence, and testimony presented at its public hearing, the Planning Commission finds as follows:

Findings for Historic Resource Designation:

The site was previously evaluated by the Planning Commission and determined to meet all 5 of the listed criteria for Historic Resource Designation pursuant to Indian Wells Municipal Code Section 22.16.040.

Findings of Integrity:

The site was previously evaluated by the Planning Commission and found to be consistent with the seven aspects or qualities of integrity, as recognized by the National Register of Historic Places, including location, design, setting, materials, workmanship, feeling, and association.

California Environmental Quality Act (CEQA):

This action has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA) and was determined not to be a Project as defined under CEQA Guidelines Section 15378, and would have no possibility of resulting in a significant effect on the environment (Section 15061(b)(3) of the State CEQA Guidelines).

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

SECTION 1. The Recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2. The Planning Commission **ADOPTS** Resolution No. PC 2022-13 approving a Mills Act contract between the City and owner of the Cultural-Historic residence located at 75900 Fairway Drive subject to the conditions listed on Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 3. The City Manager, following the effective date of this Resolution, is hereby authorized to finalize the terms and enter into a Mills Act contract with the owner of the property located at 75900 Fairway Drive and to take other actions as needed in connection with the property's participation in the Mills Act program. No later than 20 days after the contract has been signed by both parties the City Clerk shall submit the executed contract to the County Recorder.

SECTION 4. The Community Development Director shall certify to the adoption of this Resolution and shall mail by first class, prepaid, United States mail, a certified copy of this Resolution to applicant.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Indian Wells, California at a regular meeting held on this 29th day of September 2022.

JIM SNELLENBERGER
CHAIR

CERTIFICATION FOR RESOLUTION NO. PC 2022-13

I, Jon Berg, Community Development Director of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the Planning Commission is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the Planning Commission of the City of Indian Wells on the 29th day of September 2022, by the following vote:

AYES:
NOES:
EXCUSED:

ATTEST:

APPROVED AS TO FORM:

JON BERG
COMMUNITY
DEVELOPMENT DIRECTOR

CRAIG HAYES
CITY ATTORNEY

EXHIBIT "A"
Conditions of Approval for
Mills Act Contract 2022-01

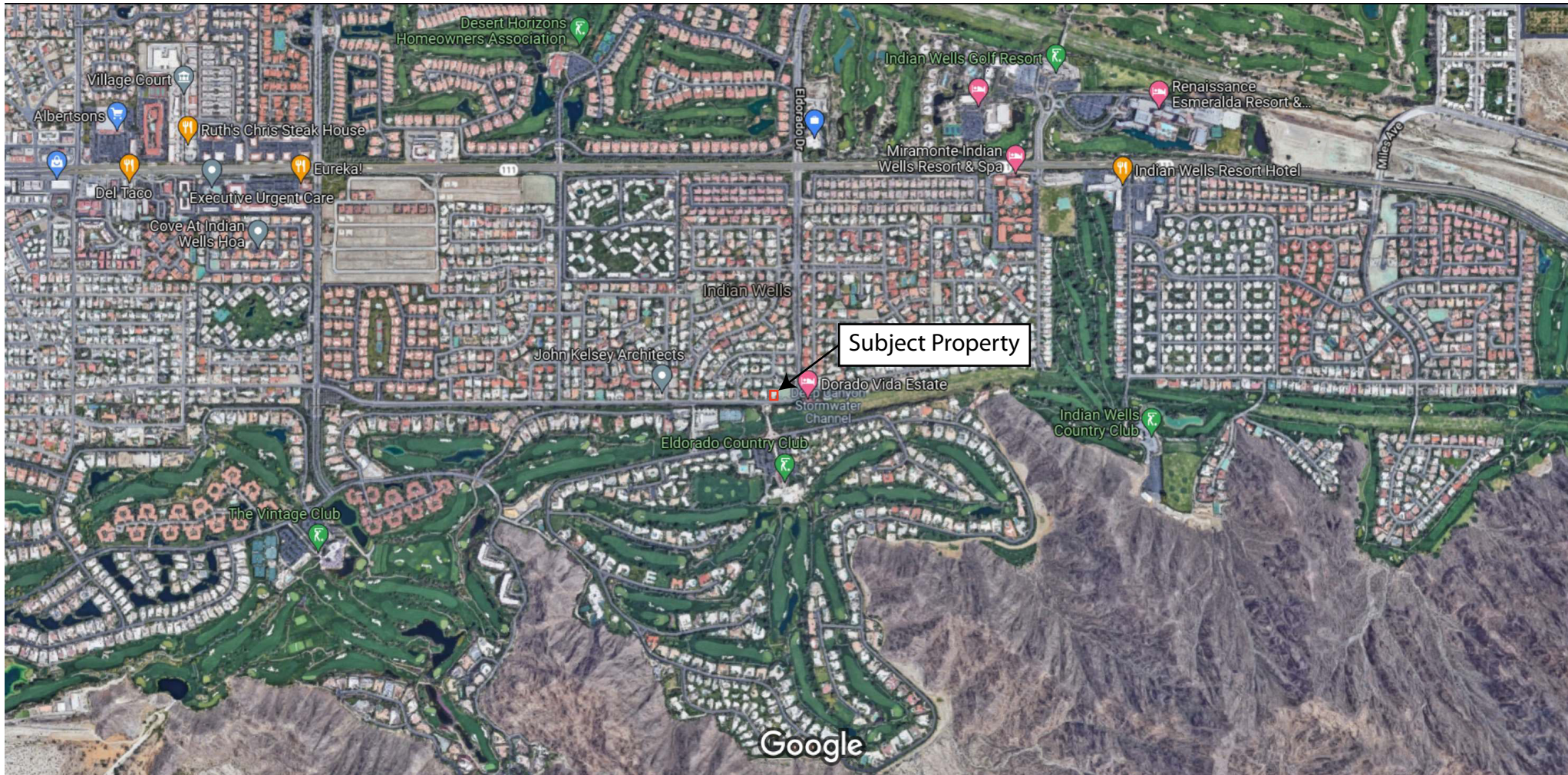
September 29, 2022

GENERAL:

1. The Applicant shall defend, indemnify, and hold harmless the City of Indian Wells and its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City of Indian Wells, its officers, employees, or agents to attack (including any judicial proceedings or an referendum), set aside, void, or annul any approval or condition of approval of the City of Indian Wells concerning this project, including but not limited to, any alleged act or failure to act related to the California Environmental Quality Act ("CEQA"), any approval or condition of approval by the Planning Commission or City Council. The City shall promptly notify the Applicant of any such claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. Applicant shall defend, with counsel mutually chosen by City and Applicant Applicant's own cost, expense, and risk, any and all such aforesaid suits, actions or other proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, and agents. Applicant shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, or agents in any such suits, actions, or other proceedings. Applicant shall also reimburse City for the cost of any settlement paid by City arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, suits, actions, or other proceedings. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Applicant shall reimburse City, its officials, officers, employees, and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Applicant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, or agents. In all cases, the City reserves the right, at its own option and cost, to choose its own attorney to represent the City, its officials, officers, employees, and agents in the defense of the matter.
2. In the event that any condition contained herein is determined to be invalid or legally unenforceable, then all remaining conditions shall remain in force.
3. The initial term of the Mills Act contract shall be for a minimum term of ten (10) years. Unless a Notice of Nonrenewal is filed or the contract is breached, the contract automatically renews each year on its anniversary date, creating a "rolling" contract term that shall always equal the initial contract term.

4. The contract shall be automatically transferred to new owners when the property is sold.
5. The contract shall be maintained on record with the City's Planning and Building departments and Recorded at the County of Riverside.
6. The City shall inspect the interior and exterior of the premises every five (5) years to determine the owner's compliance with the contract. Should an inspection fee be imposed, the cost may be applied toward allowable annual expenses.
7. Penalties shall be imposed for breach of contract or failure to maintain the historic property. The owner shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the property, as determined by the county assessor, in the event of breach of contract. As an alternative to cancellation of the contract for breach of any condition, the county, city, or any landowner may bring any action in court necessary to enforce a contract including, but not limited to, an action to enforce the contract by specific performance or injunction.
8. The premises shall be maintained to meet the City's definition of a Historic Resource as outlined in Municipal Code Section 22.16.030.
9. The structure/site may not be modified without following the procedures outlined in Municipal Code Sections 22.16.070 "Minor Alterations" or 22.16.080 "Certificate of Appropriateness."
10. Approval of the contract shall not waive compliance with all applicable sections of the Indian Wells Municipal Code, all other applicable City ordinances, and applicable specific plans.
11. At the homeowner's responsibility, a marker defining the historic nature of the site may be installed and displayed within the site's property lines, outside of the City right of way, in a location viewable from the public right of way.
12. No later than 20 days after the contract has been signed by both parties the City Clerk shall submit the executed contract with the County Recorder.
13. Within fifteen (15) days following final approval by the City Council, the Applicant shall submit in writing, a statement indicating that the Applicant has read and agrees to the conditions imposed herein.

Vicinity Map



Aerial Site Map



RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210
Attn: Community Development Director

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

HISTORIC PROPERTY PRESERVATION AGREEMENT

("MILLS ACT CONTRACT")

between

THE CITY OF INDIAN WELLS

a California municipal corporation

and

KARLYN NEEL

ASSESSOR PARCEL NUMBER (APN) – **633-144-004**

**HISTORIC PROPERTY PRESERVATION AGREEMENT
("MILLS ACT CONTRACT")**

I. PARTIES AND DATE

This Historic Property Preservation Agreement ("Agreement") is entered into as of this ____ day of _____, 20__, by and between the City of Indian Wells, a California municipal corporation ("City") and Karlyn Neel ("Owner"). City and Owner are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. The City is authorized by California Government Code Section 50280 et seq. (known as "Mills Act") to enter into contracts with the owners of qualified historic properties to provide for the appropriate use, maintenance, and rehabilitation so that such properties retain their historic characteristics.

B. Owner holds fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 75900 Fairway Drive Indian Wells, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit "A," and incorporated herein by this reference.

C. On October 7, 2021, the City designated the residence as a Cultural-Historic resource of the City pursuant to the terms and provisions of Section 22.16.100(b) of the Indian Wells Municipal Code. The Cultural-Historic resource designation has been recorded at the Riverside County Recorders Office under File No. 2022-0359529.

D. City and Owner desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property that help provide the community with its own unique civic identity and character.

E. Owner, in consideration for abiding by the terms of this Agreement, is entitled to qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom.

III. TERMS

1.0 Effective Date and Term of Agreement. This Agreement shall be effective and commence on [INSERT DATE], 20__ ("Effective Date") and shall remain in effect for a term of ten (10) years thereafter.

2.0 Yearly Renewal. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

3.0 Nonrenewal. If either the Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the party in advance of

the Renewal Date (“Notice of Nonrenewal”). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining.

4.0 Owner Protest of City Nonrenewal. Within fifteen (15) days of Owner’s receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protest, the City shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City with any information which Owner deems relevant and shall furnish the City with any information it may require. The City, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

5.0 Standards for Historical Property. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

5.1 Owner shall preserve, maintain, and, where necessary, restore or rehabilitate the Historic Property and its character-defining features, including without limitation, the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior of the Historic Property to the satisfaction of the City and to conform to the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior’s Standards for Rehabilitation, and the State Historical Building Code.

5.2 Owner shall provide a building condition assessment which includes specific recommendations for improvements consistent with the Secretary of the Interior’s Standards for Rehabilitation prepared by a qualified firm, as determined by the Community Development Director. Owner shall also provide a proposed construction phasing schedule to implement the improvements to the satisfaction of the Community Development Director. The respective documents shall be submitted within 12 months of the Effective Date of the Agreement.

5.3 Any physical changes to the Historic Property shall comply with applicable City Land Use Code standards, and the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior’s Standards for Rehabilitation, and the State Historical Building Code.

5.4 Owner shall secure Community Development Director approval for any exterior changes prior to implementing or constructing any exterior changes including, without limitation, major landscaping projects, exterior door replacement, or exterior alterations, regardless of whether a building permit is required.

5.5 Demolition of any structure of the Historic Property, completing exterior alterations or additions not in keeping with the standards listed above, allowing dilapidated, deteriorating or damaged structures such as fences, roofs, doors, walls and windows, storage of scrap lumber, junk, trash, debris, discarded or unused objects, or similar items is hereby prohibited.

5.6 Owner shall provide a year-end summary that details maintenance and repairs that were made consistent with Section 5.2, and documentation of the related expenditures, to restore and/or rehabilitate the historic structures. Said year-end summary shall be provided annually between January 1st and January 31st.

6.0 Periodic Examinations. Upon reasonable advance notice, Owner shall allow reasonable periodic examinations of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and/or City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. City shall inspect the Historic Property prior to entering into this Agreement and at least every five (5) years thereafter to determine Owner's continued compliance with Agreement.

7.0 Provision of Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement.

8.0 Breach of Agreement; Remedies.

8.1 Notice of Breach; Opportunity to Cure. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.

8.2 Cancellation. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50286, that Owner breached any of the conditions of the Agreement, Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property, or Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to the Office of the Auditor for the County of Riverside as required by Government Code section 50286.

8.3 Alternative Remedies. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring an action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

9.0 Destruction of Property; Eminent Domain; Cancellation. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be

replaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

10.0 Waiver. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11.0 Binding Effect of Agreement. Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument herein after executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

12.0 Covenants Run with the Land. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historical characteristics and significance of the Historic Property for the benefit of the public and the Owner.

13.0 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210
Attn: Community Development
Director

OWNER

Attn: _____

14.0 Effect of Agreement. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15.0 Indemnity of City. Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property; and (iii) any restrictions on the use or development of the Historic Property, from application or enforcement of the City's Municipal Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

16.0 Binding Upon Successors. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17.0 Legal Costs. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

18.0 Severability. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

19.0 Recordation. No later than twenty (20) days after the Effective Date, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Riverside.

20.0 Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

21.0 Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity brought by

either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

[SIGNATURE PAGE FOLLOWS]

DRAFT

**SIGNATURE PAGE FOR HISTORIC PROPERTY PRESERVATION AGREEMENT
BETWEEN THE CITY OF INDIAN WELLS
AND KARLYN NEEL**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF INDIAN WELLS

KARLYN NEEL

By: _____
Chris Freeland, City Manager

By: _____
Signature

Date

Print Name

Title

Date

ATTEST:

By: _____
Angelica Avila, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

APN NO. 633-144-004

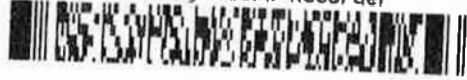
0.27-acres of real property within a portion of SE1/4, SE1/4, Section 22, T.5S, R.7E, described as Lot 4 of Tract No. 2056 in the City of Indian Wells, County of Riverside, State of California, according to Map thereof recorded in Book 39, Page(s) 95 and 96, of Maps, filed in the Office of County Recorder of Riverside County, State of California.

2022-0359529

08/16/2022 08:41 AM Fee: \$ 0.00

Page 1 of 10

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



983

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

City of Indian Wells

AND WHEN RECORDED MAIL TO:

City of Indian Wells
Attn: Community Development Director
44950 Eldorado Drive
Indian Wells, CA 92210

						R	A	Exam:	
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
SIZE	NCOR	SMF	NCHG	T:					

Space above this line for recorder's use only

Notice of Cultural Historic Resource Designation

Title of Document

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Community Development Dept
City of Indian Wells
44950 Eldorado Drive
Indian Wells, CA 92210-7497
Attention: Mr. Jon Berg

Assessor's Parcel No 633-144-004

Exempt from Recording Fees per
Govt. Code §27383

NOTICE OF CULTURAL HISTORIC RESOURCE DESIGNATION

NOTICE IS HEREBY GIVEN that on the 30th day of September, 2021, the Planning Commission of the City of Indian Wells approved Resolution No. 2021-05, designating the Desert Bel Air Showcase Home (Crank Garland House), located 75900 Fairway Drive, Indian Wells, CA. 92210, County of Riverside, and identified as APN: 633-144-004, as a Cultural Historic Resource within the City of Indian Wells as defined under Chapter 22.16 City of Indian Wells Municipal Code. Notice of the designation has been transmitted to the property owner of record and filed as public record with the Indian Wells Planning and Building Departments, including the Indian Wells Historic Preservation Foundation.

CITY OF INDIAN WELLS

By: 

Christopher J. Freeland,
City Manager

Date: 8/15/2022

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 15, 2022 before me, Angelica Avila, Notary Public
(insert name and title of the officer)

personally appeared Christopher J. Freeland, City Manager
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angelica Avila (Seal)



RESOLUTION NO. PC 2021-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INDIAN WELLS, CALIFORNIA, APPROVING THE DESIGNATION OF "THE DESERT BEL AIR SHOWCASE HOME" (AKA "CRANK GARLAND HOUSE") LOCATED AT 75900 FAIRWAY DRIVE (APN 633-144-004) AS A HISTORIC RESOURCE; AND FINDING THE RESOLUTION EXEMPT FROM CEQA

WHEREAS, Susan Secoy Jensen (the "Applicant") filed an application with the City for Cultural Resource Preservation No. 2021-01, pursuant to Zoning Code Section 22.16.050, to designate her existing single-family home located at 75900 Fairway Drive, known as the Desert Bel Air Showcase home (AKA The Crank Garland House), as a Historic Resource of Indian Wells (the "Project"); and

WHEREAS, on September 30, 2021, the Planning Commission held a duly noticed public hearing on the action in conformance with California Government Code and various Indian Wells Municipal Code sections and adopted Resolution No. PC 2021-05 to approve the action; and

WHEREAS, after careful consideration of the staff report, Historic Resource Report, and appendices and all the information, evidence, and testimony presented at its public hearing, the Planning Commission finds as follows:

Findings for Historic Resource Designation:

Pursuant to Indian Wells Municipal Code Section 22.16.040 the Historic Resource Designation of the site meets at least 1 of the 5 listed criteria to determine the significance of the site and support its historic resource designation. The site was evaluated, and met the following 4 criteria:

- a) It exemplifies or reflects special elements of the City's cultural, architectural, aesthetic, social, economic, political, artistic and/or engineering heritage.

FACT: The Eldorado Country Club Estates was master planned by master architect William Cody. The architect designed both Eldorado Country Club Estates Cottages East and West, the Club's main Clubhouse and various private custom homes located on Eldorado's private fairway lots. Cody's unique modern designs were credited for Eldorado Country Club Estate's national recognition and transforming the immediate area into an exclusive enclave attracting notables from the movie industry, former US Presidents, and other affluent individuals.

Developer Fillmore Crank commissioned William Cody to design a showcase home along Fairway Drive across from the Eldorado main entrance as part of the Desert Bel Air Estates development, which was heavily influenced by the design of the

Eldorado Country Club. The Desert Bel Air Showcase Home shares similar construction characteristics and expresses a likeness to the modernism found in the Eldorado designs, yet the site contains its own unique identity. The site reflects an era of the City's rich cultural, architectural, aesthetic, social, economic, and political heritage due to its high-quality design and its part in supporting the unique identity of the area.

- b) It is identified with persons, a business use, or events significant in local, State, or national history

FACT: The home is historically significant for its association with the lives of Robert Higgins, Fillmore Crank, and Beverly Garland. Robert Higgins was a renowned builder in Palms Springs and the Coachella Valley, responsible for the construction of many important residential and commercial projects. Fillmore Crank is credited with the Desert Bel Air development and building a hacienda for U.S. President Dwight D. Eisenhower. Lastly, Beverly Garland was a famed actress that received a star on the Hollywood Walk of Fame for her contribution to the television and movie industry.

- c) It embodies distinctive characteristics of style, type, period, or method of construction or is a valuable example of the use of indigenous materials or craftsmanship.

FACT: The home reflects the post-World War II period that coincided with Modernism's rise in popularity, influencing the architectural style in the Coachella Valley desert communities. Continuing on page 48, the report details the architectural significance of The Desert Bel Air Showcase Home, describing the site as a genuine example of modernist architecture that is popular throughout Palm Springs and the Coachella Valley. The site possesses distinctive characteristics that define the Midcentury Modern Style and highlights important building practices in the Coachella Valley of midcentury that contributes to the site's significance.

- d) It is representative of the notable work of a builder, designer, or architect.

FACT: The design of the Desert Bel Air Showcase Home is credited to master modernist architect William F. Cody, AIA (1916 – 1978). Beginning on page 37, the report documents William Cody's architectural career, noting that the architect established the largest firm in Palm Springs at the time, William F. Cody & Associates. William Cody was highly renowned for his custom home designs and is responsible for creating the country club subdivision concept in the West.

William Cody, along with other local contemporaries, worked to define his own unique brand of Desert Modernism. After years of practicing, the architect finally embraced the International Style where a blurring of interior and exterior space

exists via glass curtain walls and narrow structural columns to create enhanced transparency. It is this style that is prominent during the construction of the Bel Air Estates that creates a unique structure that possesses high architectural value.

Findings of Integrity:

Pursuant to Section 22.16.040, the historic resource site must have integrity. The question of integrity is answered by whether the site retains the historic identity for which it is significant. The Desert Bel Air Showcase Home was evaluated relative to seven aspects or qualities of integrity, as recognized by the National Register of Historic Places, including location, design, setting, materials, workmanship, feeling, and association:

1. Location

FACT: The Desert Bel Air Showcase Home remains in the same location on which it was originally constructed, thus retaining integrity of location.

2. Design

FACT: The additions and modifications that have occurred since the site's original construction was integrated with the original architecture and done using the same style and quality as the original home. The home's modern exterior and building footprint remain intact and in good condition. The original carport that has since been converted into an enclosed garage minimally diminished the integrity of the structure given the integration of the original architectural style and finish of the garage. Despite the additions and modifications done after original construction, the home still possesses high design integrity.

3. Setting

FACT: Given the City's emphasis on preserving and protecting high quality public and private views of hillside areas, the Santa Rosa Mountains, and other scenic vistas from encroaching development, the low-profile structure and site lines of the Desert Bel Air Showcase Home continues to reflect the architect's original design relationship between structure and setting.

Environmental Assessment:

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

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

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

SECTION 1. The Recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

SECTION 2. This action has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act ("CEQA"), the State and local CEQA Guidelines, and the environmental regulations of the City. The City, acting as Lead Agency, has determined the action qualifies as being Categorical Exempt from CEQA Guidelines pursuant to § 15060(c)(2), the action will not Result in a Direct or Reasonably Foreseeable Indirect Physical Change in the Environment, and § 15060(c)(3), The action is not a Project as Defined CEQA Section 15378.

SECTION 3. The Planning Commission **ADOPTS** Resolution No. PC 2021-05 approving Cultural Resource Preservation No. 2021-01 subject to the conditions listed on Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 4. The Community Development Director shall certify to the adoption of this Resolution and shall mail by first class, prepaid, United States mail, a certified copy of this Resolution to Applicant.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Indian Wells, California at a regular meeting held on this 30th day of September 2021.

E-SIGNED by Ivan Moad
on 2021-10-07 00:18:21 GMT

IVAN MOAD
CHAIRMAN

CERTIFICATION FOR RESOLUTION BILL NO. PC 2021-05

I, Jon Berg, Community Development Director of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the Planning Commission is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the Planning Commission of the City of Indian Wells on the 30th day of September 2021, by the following vote:

AYES: Moad, Snellenberger, Conway, Schleimer, Bahneman

NOES: None

EXCUSED: None

ATTEST:

APPROVED AS TO FORM:

E-SIGNED by Jon Berg
on 2021-10-07 14:56:29 GMT

JON BERG
COMMUNITY DEVELOPMENT DIRECTOR

E-SIGNED by Craig Hayes
on 2021-10-07 02:34:46 GMT

CRAIG HAYES
CITY ATTORNEY

EXHIBIT "A"
Conditions of Approval for
Cultural Resource Preservation No. 2021-01

September 30, 2021

GENERAL:

1. The Applicant shall defend, indemnify, and hold harmless the City of Indian Wells and its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City of Indian Wells, its officers, employees, or agents to attack (including any judicial proceedings or an referendum), set aside, void, or annul any approval or condition of approval of the City of Indian Wells concerning this project, including but not limited to, any alleged act or failure to act related to the California Environmental Quality Act ("CEQA"), any approval or condition of approval by the Planning Commission or City Council. The City shall promptly notify the Applicant of any such claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. Applicant shall defend, with counsel mutually chosen by City and Applicant Applicant's own cost, expense, and risk, any and all such aforesaid suits, actions or other proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, and agents. Applicant shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, or agents in any such suits, actions, or other proceedings. Applicant shall also reimburse City for the cost of any settlement paid by City arising out of any such claims, demands, causes of action, costs, expenses, liabilities, loses, damages, injuries, suits, actions, or other proceedings. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Applicant shall reimburse City, its officials, officers, employees, and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Applicant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, or agents. In all cases, the City reserves the right, at its own option and cost, to choose its own attorney to represent the City, its officials, officers, employees, and agents in the defense of the matter.
2. In the event that any condition contained herein is determined to be invalid or legally unenforceable, then all remaining conditions shall remain in force.
3. Failure to comply with any conditions of approval shall be deemed just cause for revocation of project approval by the City Council. However, the Community Development Director or designee shall have the authority to approve minor

- deviations in the conditions of approval if deemed necessary by both the Applicant and the City to implement the Project as approved.
4. The site shall meet the definition of a Historic Resource as outlined in Municipal Code Section 22.16.030.
 5. The designated historic resource shall be subject to the regulations set forth in Chapter 22.16 of the Indian Wells Municipal Code. Approval of this request shall not waive compliance with all applicable sections of the Indian Wells Municipal Code, all other applicable City ordinances, and applicable specific plans.
 6. The City Clerk shall record the notice of the designation with the Office of the County Recorder.
 7. The structure/site may not be modified without following the procedures outlined in Municipal Code Sections 22.16.070 "Minor Alterations" or 22.16.080 "Certificate of Appropriateness."
 8. Notice of the designation shall be maintained on record with the City's Planning and Building departments.
 9. At the homeowner's responsibility, a marker defining the historic nature of the site may be installed and displayed within the site's property lines, outside of the City right of way, in a location viewable from the public right of way.
 10. Within fifteen (15) days following final approval by the City Council, the Applicant shall submit in writing, a statement indicating that the Applicant has read and agrees to the conditions imposed herein.