

# **PALM DESERT CITY COUNCIL MEETING AGENDA**

Thursday, March 13, 2025

Regular Session 4:00 p.m.

Council Chamber, City Hall

73-510 Fred Waring Drive

Palm Desert, California

This is a joint meeting of the Palm Desert City Council, Successor Agency to the Palm Desert Redevelopment Agency, Palm Desert Housing Authority and the Palm Desert Board of Library Trustees. Pursuant to Assembly Bill 2449, this meeting may be conducted as a hybrid meeting allowing public access via teleconference or in person, and up to two Councilmembers may attend remotely.

**WATCH THE MEETING LIVE:** Watch the City Council meeting live at the City's website: [www.palmdesert.gov](http://www.palmdesert.gov) under the "Meeting Agendas" link at the top of the homepage, or on the City's [YouTube Channel](#).

## **OPTIONS FOR PARTICIPATING IN THIS MEETING:**

If unable to attend the meeting in person, you may choose from the following options:

### **OPTION 1: VIA EMAIL**

Send your comments by email to: [CityClerk@palmdesert.gov](mailto:CityClerk@palmdesert.gov).

Emails received prior to 10:00 a.m. on the day of the City Council meeting will be made part of the record and distributed to the City Council. Emails will not be read aloud at the meeting.

### **OPTION 2: LIVE VIA ZOOM**

1. Access via [palmdesert.gov/zoom](http://palmdesert.gov/zoom) or [zoom.us](https://zoom.us), click "Join Meeting" and enter Webinar ID 833 6744 9572.

### **OPTION 3: LIVE VIA TELEPHONE**

1. (213) 338-8477 and enter Meeting ID 833 6744 9572 followed by #.
2. Indicate that you are a participant by pressing # to continue.
3. During the meeting, press \*9 to add yourself to the queue and wait for the City Clerk to announce your name/phone number. Press \*6 to unmute your line and limit your comments to three minutes.

- 1. **CALL TO ORDER - REGULAR MEETING - 4:00 P.M.**
- 2. **ROLL CALL**
- 3. **PLEDGE OF ALLEGIANCE**  
Councilmember Quintanilla
- 4. **INSPIRATION**  
Councilmember Pradetto
- 5. **REPORT OF CLOSED SESSION**  
City Attorney Shah
- 6. **AWARDS, PRESENTATIONS, AND APPOINTMENTS**
- 7. **CITY MANAGER COMMENTS**
- 8. **MAYOR/COUNCILMEMBER REPORTS AND REQUESTS FOR ACTION**
- 9. **NONAGENDA PUBLIC COMMENTS**  
This time has been set aside for the public to address the City Council on issues that are not on the agenda for up to three minutes. Speakers may utilize one of the three options listed on the first page of the agenda. Because the Brown Act does not allow the City Council to act on items not listed on the agenda, members may briefly respond or refer the matter to staff for a report and recommendation at a future meeting.
- 10. **CONSENT CALENDAR**  
All matters listed on the Consent Calendar are considered routine and may be approved by one motion. The public may comment on any items on the Consent Agenda within the three-minute time limit. Individual items may be removed by the City Council for a separate discussion.

RECOMMENDATION:  
To approve the consent calendar as presented.

- 10.a **APPROVAL OF CITY COUNCIL, SUCCESSOR AGENCY, AND HOUSING AUTHORITY MINUTES** 7  
RECOMMENDATION:  
Approve the Minutes of February 27, 2025.
- 10.b **APPROVAL OF WARRANT REGISTERS** 21  
RECOMMENDATION:  
Approve the warrant registers issued for the period 12/31/2024 to 3/5/2025.



- 10.c ADOPTION OF ORDINANCE 1427 DISSOLVING THE MARKETING COMMITTEE AND DELETING CHAPTER 2.14 OF THE PALM DESERT MUNICIPAL CODE** 65
- RECOMMENDATION:  
Adoption of Ordinance No. 1427 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, DISSOLVING THE MARKETING COMMITTEE AND DELETING CHAPTER 2.14 OF THE PALM DESERT MUNICIPAL CODE."
- 10.d ADOPTION OF ORDINANCE 1428 AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES** 69
- RECOMMENDATION:  
Adoption of Ordinance No. 1428 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES."
- 10.e ACCEPTANCE OF A RESIGNATION FROM THE HOMELESSNESS TASK FORCE AND CULTURAL ARTS COMMITTEE** 77
- RECOMMENDATION:
1. With regret, accept the resignation of Cindy Burreson from the Homelessness Task Force.
  2. With regret, accept the resignation of Kristen Olson Stone from the Cultural Arts Committee.
- 10.f LETTER OPPOSING CALIFORNIA STATE UNIVERSITY BUDGET CUTS** 79
- RECOMMENDATION:  
Ratify a letter of opposition to budget cuts to the California State University system.
- 10.g RESOLUTION ESTABLISHING THE 2025 CITY COUNCIL GOALS** 85
- RECOMMENDATION:  
Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING THE CITY COUNCIL GOALS FOR THE 2025 CALENDAR YEAR."
- 10.h RESOLUTION APPROVING FINAL TRACT MAP NO. 38866** 117
- RECOMMENDATION:  
Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE FINAL SUBDIVISION OF FINAL TRACT MAP NO. 38866."
- 11. ACTION CALENDAR**
- The public may comment on individual Action Items within the three-minute time limit. Speakers may utilize one of the three options listed on the first page of the agenda.

- 11.a

**RESOLUTION APPROVING FINAL TRACT MAP NO. 38434-2**

RECOMMENDATION:  
Adopt a Resolution entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE FINAL SUBDIVISION OF FINAL TRACT MAP NO. 38434-2.”

205
12.

**PUBLIC HEARINGS**

The public may comment on individual Public Hearing Items within the three-minute time limit. The applicant or appellant will be provided up to five minutes to make their presentation. Speakers may utilize one of the three options listed on the first page of this agenda.
- 12.a

**ADOPT A RESOLUTION TO INCREASE ADMISSION FEES FOR THE PALM DESERT AQUATIC CENTER**

RECOMMENDATION:
  1. Hold a public hearing on approving a one-time increase of admissions fees to the Palm Desert Aquatic Center based on Year 2 of a proposed 5-year fee increase plan.
  2. Adopt a Resolution entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, INCREASING CERTAIN ENTRY FEES FOR THE PALM DESERT AQUATIC CENTER AND TAKING OTHER ACTIONS THEREIN.”
  3. Authorize appropriation totaling \$497,527 to the appropriate Aquatic Center Expenditure Accounts from available Aquatic Facility Fund Balance.

393
13.

**INFORMATION ITEMS**
14.

**ADJOURNMENT**

**15. PUBLIC NOTICES**

**Agenda Related Materials:** Pursuant to Government Code §54957.5(b)(2) the designated office for inspection of records in connection with this meeting is the Office of the City Clerk, Palm Desert Civic Center, 73-510 Fred Waring Drive, Palm Desert. Staff reports for all agenda items considered in open session, and documents provided to a majority of the legislative bodies are available for public inspection at City Hall and on the City's website at [www.palmdesert.gov](http://www.palmdesert.gov) by clicking "*Meeting Agendas*" at the top of the page.

**Americans with Disabilities Act:** It is the intention of the City of Palm Desert to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the city will attempt to accommodate you in every reasonable manner. Please contact the Office of the City Clerk, (760) 346-0611, at least 48 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible.

**AFFIDAVIT OF POSTING**

I, Michelle Nance, Acting Assistant City Clerk of the City of Palm Desert, do hereby certify, under penalty of perjury under the laws of the State of California, that the foregoing agenda for the Palm Desert City Council, Successor Agency for the Palm Desert Redevelopment Agency, and Housing Authority, was posted on the City Hall bulletin board and City website [www.palmdesert.gov](http://www.palmdesert.gov) no less than 72 hours prior to the meeting.

/S/ Michelle Nance  
Acting Assistant City Clerk



**Study Session of the Palm Desert City Council, Successor Agency to the Palm Desert  
Redevelopment Agency, Housing Authority, and Board of Library Trustees**

**Minutes**

February 27, 2025, 1:15 p.m.

Present: Mayor Jan Harnik, Councilmember Gina Nestande, Mayor Pro  
Tem Evan Trubee, Councilmember Karina Quintanilla,  
Councilmember Joe Pradetto

**1. CALL TO ORDER - STUDY SESSION**

A Study Session of the Palm Desert City Council was called to order by Mayor Harnik on Thursday, February 27, 2025, at 1:15 p.m., in the Council Chamber, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

**2. STUDY SESSION TOPICS**

**2.a 2025 CITY COUNCIL GOAL SETTING SESSION**

Assistant City Manager Escobedo introduced the 2025 Goal Setting process. City Clerk Mejia introduced staff members who delivered a PowerPoint presentation on the progress of the 2024 City Council goals. City Councilmembers then outlined their priorities for 2025. After discussion, City Clerk Mejia advised that a resolution to formally adopt the 2025 City Council goals will be presented at the next meeting.

**2.b CITYWIDE WAYFINDING AND ENTRY MONUMENT SIGNAGE (PROJECT NO. MST00003)**

Project Manager Gerry and Brandon Reeves of Selbert Perkins Design narrated a PowerPoint presentation and responded to City Council inquiries.

Following discussion, the City Council recommended that staff proceed with Concept Option 2 for the monument signs. Additionally, the Council requested that staff provide further options for the wayfinding signs be presented to El Paseo Parking and Business Improvement District Board and City Council at a future meeting.

**3. ADJOURNMENT**

The City Council adjourned the Study Session at 3:18 p.m.

City Council Meeting Minutes  
February 27, 2025

Respectfully submitted,

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Michelle Nance

Acting Assistant City Clerk/Assistant Secretary

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Anthony J. Mejia, MMC

City Clerk/Secretary

**Palm Desert City Council, Successor Agency to the Palm Desert Redevelopment  
Agency, Housing Authority, and Board of Library Trustees**

**Regular Meeting Minutes**

February 27, 2025, 3:30 p.m.

Present: Mayor Jan Harnik, Councilmember Karina Quintanilla,  
Councilmember Gina Nestande, Mayor Pro Tem Evan Trubee,  
Councilmember Joe Pradetto

**1. CALL TO ORDER - CLOSED SESSION - 3:30 P.M.**

A Regular Meeting of the Palm Desert City Council was called to order by Mayor Harnik on Thursday, February 27, 2025, at 3:30 p.m., in the Council Chamber, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

**2. PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY**

None.

**3. RECESS TO CLOSED SESSION**

Mayor Harnik adjourned to Closed Session at 3:30 p.m.

**4. CLOSED SESSION AGENDA**

**4.a Closed Session Meeting Minutes: January 9, 2025**

**4.b Public Employee Appointment Pursuant to Government Code Section  
54957: City Manager**

**5. ROLL CALL - REGULAR MEETING - 4:00 P.M.**

**6. PLEDGE OF ALLEGIANCE**

Councilmember Pradetto led the Pledge of Allegiance.

**7. INSPIRATION**

Mayor Pro Tem Trubee provided words of inspiration.

**8. REPORT OF CLOSED SESSION**

City Attorney Shah stated that the City Council acted on Closed Session Item 4b, appointing Chris Escobedo as Interim City Manager effective March 22, 2025.

**9. AWARDS, PRESENTATIONS, AND APPOINTMENTS**

**9.a PROCLAMATION - BLOOD DISORDER AWARENESS MONTH**

Mayor Harnik presented a proclamation to Ivan Giron in honor of Blood Disorder Awareness Month.

**10. CITY MANAGER COMMENTS**

None.

**11. MAYOR/COUNCILMEMBER REPORTS AND REQUESTS FOR ACTION**

Councilmembers provided updates on their attendance at various events.

**12. NON-AGENDA PUBLIC COMMENTS**

None.

**13. CONSENT CALENDAR**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

To approve the consent calendar as presented with the exception of Item 13e which was pulled for separate discussion.

**13.a APPROVAL OF CITY COUNCIL, SUCCESSOR AGENCY, AND HOUSING AUTHORITY MINUTES**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

Approve the Minutes of February 13, 2025.

**Motion Carried (5 to 0)**

**13.b APPROVAL OF WARRANT REGISTERS**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

Approve the warrant registers issued for the period 2/6/2025 to 2/13/2025.

**Motion Carried (5 to 0)**

**13.c RATIFICATION OF A LETTER OF SUPPORT FOR THE BUILDING RESILIENCE INFRASTRUCTURE AND COMMUNITIES (BRIC) CITY OF PALM SPRINGS WESTERN COACHELLA VALLEY FLOOD AND BLOWSAND MITIGATION PROJECT**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

Ratify the letter of support for the BRIC City of Palm Springs Western Coachella Valley Flood and Blowsand Mitigation Project.

**Motion Carried (5 to 0)**



**13.d ADOPTION OF ORDINANCE 1426 TO ACT IN CAPACITY AS THE LEGISLATIVE BODY OF THE PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT.**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

Adopt Ordinance No. 1426 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT."

**Motion Carried (5 to 0)**

**13.e INTRODUCTION OF ORDINANCE 1427 DISSOLVING THE MARKETING COMMITTEE AND RESOLUTION ESTABLISHING THE PUBLIC AFFAIRS MARKETING PANEL**

This item was pulled for separate discussion. See page 7 of these minutes for a summary of action.

**13.f APPROVE DEACCESSION OF GRAND PIANO BY DAVID MUELLER**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

Approve the deaccession and removal of *Grand Piano* by David Mueller.

**Motion Carried (5 to 0)**

**13.g AUTHORIZE CITY MANAGER/EXECUTIVE DIRECTOR TO AWARD AGREEMENTS NO. HA48940A-C TO MULTIPLE CONSULTANTS FOR HOUSING PROGRAM ADMINISTRATIVE SERVICES**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

1. Authorize City Manager/Executive Director to review and award task order agreements HA48940A-C to multiple qualified consultants for Affordable Housing Administrative Services in an initial amount not to exceed \$50,000 in aggregate for the remainder of FY 2024-25, and \$100,000 in aggregate annually thereafter, pursuant to the terms of the agreements.
2. Authorize the City Attorney to make any necessary non-monetary changes to the agreements.
3. Authorize the City Manager/Executive Director to execute the agreements and any other documents necessary to effectuate this action, and to

review and approve up to three (3) additional one-year terms per vendor agreement.

**Motion Carried (5 to 0)**

**13.h RATIFICATION OF V.M. POOL SERVICE AND REPAIR FOR POOLS, SPA, AND WATER FEATURE MAINTENANCE AND REPAIR AT HOUSING AUTHORITY PROPERTIES IN AN AMOUNT NOT TO EXCEED \$95,400**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

1. Ratify the six-month agreement HA48770 with V.M. Pool Maintenance and Repair for pool, spa, and water feature maintenance and repair at Housing Authority properties in an amount not to exceed \$95,400 and \$15,000 for additional services as required.
2. Authorize the Executive Director, or his designee, to take any necessary actions to execute the agreement and any related documents to effectuate this action.

**Motion Carried (5 to 0)**

**13.i AUTHORIZE AN INCREASE OF \$80,000 TO NOT TO EXCEED AMOUNT FOR ADDITIONAL SERVICES FOR JOHN HARRISON CONTRACTING, INC.**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

1. Authorize an increase of \$80,000 to the not to exceed amount for additional services for John Harrison Contracting, Inc., for Fiscal Year 2024-25 and Fiscal Year 2025-26 for a total amount Not to Exceed \$108,500 each fiscal year.
2. Authorize the Executive Director, or his designee, to take any necessary actions to facilitate and effectuate the actions taken herewith.

**Motion Carried (5 to 0)**

**13.j APPROVE CIVIC ENGAGEMENT COMMITTEE 2025 WORK PLAN**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

Approve the Civic Engagement Committee's 2025 Work Plan.

**Motion Carried (5 to 0)**

**13.k APPROVAL OF LAW ENFORCEMENT RESPONSIBILITIES MEMORANDUM OF UNDERSTANDING AGREEMENT NO. C48950 WITH THE COUNTY OF RIVERSIDE, CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO, COLLEGE OF THE DESERT, AND THE UNIVERSITY OF CALIFORNIA, RIVERSIDE**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

1. Approve a Law Enforcement Responsibilities Memorandum of Understanding (MOU) Agreement No. C48950 between the City of Palm Desert; the County of Riverside; California State University, San Bernardino; the University of California, Riverside; and College of the Desert.
2. Authorize the City Manager to execute the MOU agreement.

**Motion Carried (5 to 0)**

**13.l AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ACQUIRE FINANCIALLY DISTRESSED PROPERTIES WITH AN AFFORDABLE RESTRICTED AGREEMENT FOR THE CITY OF PALM DESERT AND/OR PALM DESERT HOUSING AUTHORITY**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

1. Authorize the Executive Director, or designee, to initiate acquisitions and resale of properties with affordability covenants that are subject to time-sensitive financial distress, such as a Notice of Default, Foreclosure or Bankruptcy, to prevent loss of housing from the affordable housing portfolio.
2. Authorize the Executive Director, or designee, to execute all necessary documents to facilitate the acquisition, repair, and resale of the subject properties, ensuring they remain affordable, restricted, and available to income-qualified homebuyers.

**Motion Carried (5 to 0)**

**13.m RATIFICATION AND UPDATE OF VENDOR AND CONTRACTOR PREQUALIFICATION LIST SUBMISSIONS THROUGH FEBRUARY 11, 2025**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

Ratify the attached updated prequalified vendor and contractor list submissions received through February 11, 2025, for the City of Palm Desert, Successor Agency to the Palm Desert Redevelopment Agency, Palm Desert Housing Authority, and Desert Willow Golf Resort.

**Motion Carried (5 to 0)**

**13.n AMENDMENT NO. 2 TO CONTRACT NO. C39690 LEASE AGREEMENT WITH DESERT RECREATION DISTRICT TO FACILITATE NECESSARY BUILDING IMPROVEMENTS AT PALM DESERT COMMUNITY CENTER**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

1. Approve Amendment No. 2 to Contract No. C39690, the Desert Recreation District Lease Agreement.
2. Authorize City Manager to execute said amendment upon approval by the City Attorney.

**Motion Carried (5 to 0)**

**13.o AWARD OF CONTRACT NO. HA48960 FOR AFFORDABLE HOUSING COMPLIANCE AND PROPERTY MANAGEMENT SERVICES TO NATIONAL COMMUNITY RENAISSANCE FOR A FIVE-YEAR TERM, IN THE ANNUAL AMOUNT OF UP TO \$832,356**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

1. Approve the award of contract no. HA48960 for Affordable Housing Compliance and Property Management Services for the Authority-owned Properties to National Community Renaissance, a Nonprofit Corporation for a five (5) year term, in the annual amount of up to \$832,356, with prescribed allowable increases for subsequent years as noted in the contract.
2. Approve an Addendum Agreement No. HA48960a and an amount of up to \$30,000 for the transition of property management providers and cost associated.
3. Authorize Executive Director or his designee to finalize the management contract and addendum (also referred to as the "Agreement") with National Communities Renaissance, consistent with the terms of the RFP with non-substantive modifications concurred upon by the Executive Director and legal counsel.
4. Authorize the Chairperson to execute the Agreement and Addendum and the Executive Director to execute any documents necessary to facilitate the contract award and implementation.

**Motion Carried (5 to 0)**

**13.p ALPHA HOLDINGS - ACCEPT PUBLIC IMPROVEMENTS AND RELEASE RELATED BONDS, AND ACCEPT A MAINTENANCE BOND**

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

1. Accept public improvements for Alpha Holdings.
2. Release the following bonds:
  - a. Faithful Performance Bond in the amount of \$64,723.00
  - b. Labor and Materials Bond in the amount of \$32,361.60
  - c. Grading Bond in the amount of \$61,139.00.
3. Accept the Maintenance Bond in the amount of \$6,500.00

**Motion Carried (5 to 0)**

**13.e INTRODUCTION OF ORDINANCE 1427 DISSOLVING THE MARKETING COMMITTEE AND RESOLUTION ESTABLISHING THE PUBLIC AFFAIRS MARKETING PANEL**

City Clerk Mejia provided a staff report and responded to City Council inquiries.

Councilmember Quintanilla expressed concerns about the decision to eliminate the committee in favor of an advisory panel, warning that this could inadvertently set a concerning precedent for future decisions.

Councilmember Pradetto voiced support for the Ordinance, emphasizing that the creation of an advisory panel, which adheres to a process closely aligned with the Brown Act, offers a balanced compromise compared to completely dissolving the Committee.

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

1. Introduce Ordinance 1427 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, DISSOLVING THE MARKETING COMMITTEE AND DELETING CHAPTER 2.14 OF THE PALM DESERT MUNICIPAL CODE."
2. Adopt Resolution 2025-012 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING A PUBLIC AFFAIRS MARKETING PANEL TO BE ADVISORY TO THE PUBLIC AFFAIRS MANAGER."

**Motion Carried (5 to 0)**

## **14. ACTION CALENDAR**

### **14.a APPROVE CONCEPTUAL DESIGN OF NEW LIBRARY FACILITY**

Senior Project Manager Lamb narrated a PowerPoint presentation and responded to City Council inquiries.

Jann Buller, Palm Desert resident, spoke in support of the proposed new Library design and voiced appreciation to the City.

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

Approve the \$30 million conceptual design option for the New Library Facility.

**Motion Carried (5 to 0)**

### **14.b PROVIDE DIRECTION ON LIBRARY OPERATIONS AND FOUNDATION CONSIDERATIONS**

Assistant City Manager Escobedo narrated a PowerPoint presentation and responded to City Council inquiries.

Jann Buller, Palm Desert resident, provided information about the Friends of the Library fundraising efforts.

**Motion by:** Councilmember Nestande

**Seconded by:** Mayor Harnik

To continue the item to the meeting of April 24, 2025.

**Motion Carried (5 to 0)**

### **14.c RESOLUTION 2025-013 OF CONCERN REGARDING SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S PROPOSED AMENDMENTS TO RULES 1111 AND 1121, PHASING OUT GAS WATER HEATERS AND FURNACES**

Assistant City Manager Escobedo narrated a PowerPoint presentation and responded to City Council inquiries.

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Nestande

Adopt Resolution No. 2025-013 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, EXPRESSING CONCERN REGARDING THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S PROPOSED AMENDMENTS TO RULES 1111 AND 1121, PHASING OUT GAS WATER HEATERS AND FURNACES."

**Motion Carried (5 to 0)**

**14.d ORDINANCE AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR THE CITY'S BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES**

City Clerk Mejia presented a staff report and responded to City Council inquiries.

Berlinda Blackburn, Palm Desert resident, spoke in opposition to the proposed Ordinance in regard to the Resource Preservation and Enhancement Committee (RPEC).

Donald Zeigler, Palm Desert resident, spoke in opposition to the proposed Ordinance in regard to RPEC.

Carlos Garcia, Palm Desert resident, spoke in opposition to the proposed Ordinance.

Introduce Ordinance 1428 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES."

NOES (1): Councilmember Quintanilla

**Motion Carried (4 to 1)**

**Amendment:**

**Motion by:** Councilmember Quintanilla

To amend the Ordinance to consolidate the Homelessness Task Force and the Public Safety Committee into a unified body, with both groups meeting on a monthly basis.

**Motion Fails Due to Lack of Second**

**15. PUBLIC HEARINGS**

**15.a ECONOMIC SUBSIDY REPORT AND AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BETWEEN THE CITY AND FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA -CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTION**

Mayor Harnik recused herself due to a conflict of interest and left the meeting room.

Economic Development Director Alvarez narrated a PowerPoint presentation and responded to City Council inquiries.

Mayor Pro Tem Trubee opened the public hearing.

Ira Mosley, owner of Papa Dan's Pizza and Pasta, expressed appreciation to the City Council and staff.

Mayor Pro Tem Trubee closed the public hearing, there being no other member of the public wishing to speak.

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Nestande

1. Approve the allocation of \$200,000 from the Invest Palm Desert Program for financial assistance towards the reconstruction of Papa Dan's Pizza and Pasta.
2. Adopt Resolution 2025-014 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING AN AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BY AND BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA.
3. Adopt Resolution 2025-015 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING AN AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BY AND BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA.
4. Authorize the Director of Finance to transfer \$200,000 from the Business Enhancement Program Account No. 4254430-4387500 to Account No. 4254430-4393000 for the approved amount.
5. Find that the above activities do not constitute a project under the California Environmental Quality Act (CEQA) and alternatively are categorically exempt from review under section 15301 (Existing Facilities)
6. Direct staff to file and post a Notice of Exemption consistent with the above-stated CEQA findings within five (5) working days of this approval.
7. Authorize the City Manager or designee to execute all documents required to effectuate the funds.

RECUSED (1): Mayor Harnik

**Motion Carried (4 to 0)**

Mayor Harnik returned to the meeting room.

## **16. INFORMATION ITEMS**

None.



**17. ADJOURNMENT**

The City Council adjourned at 6:33 p.m. in honor and remembrance of Stuart Spencer.

Respectfully submitted,

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Monique Lomeli, CMC  
Senior Deputy City Clerk

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Anthony J. Mejia, MMC  
City Clerk/Secretary



City of Palm Desert  
**Check Register**  
12/1/2024 - 12/31/2024

| Bank ID | Check Number | Check Date | Vendor Name         | Account Number |         | Transaction Desc             | Invoice         | Amount Paid |
|---------|--------------|------------|---------------------|----------------|---------|------------------------------|-----------------|-------------|
| WR      | 93501205     | 12/13/2024 | US BANK P-CARD 9350 | 1104110        | 4362000 | NV24 REMARKABLE SUBS KQ      | 9530 12/05/2024 | 2.99        |
| WR      | 93501205     | 12/13/2024 | US BANK P-CARD 9350 | 1104150        | 4362000 | NV24BLUECOSMO SAT PHN        | 9530 12/05/2024 | 66.95       |
| WR      | 93501205     | 12/13/2024 | US BANK P-CARD 9350 | 1104154        | 4312101 | OCT24 WELLNESS GSD           | 9530 12/05/2024 | 132.28      |
| WR      | 93501205     | 12/13/2024 | US BANK P-CARD 9350 | 1104154        | 4312101 | OCT24 WELLNESS RUN PRO       | 9530 12/05/2024 | 68.47       |
| WR      | 93501205     | 12/13/2024 | US BANK P-CARD 9350 | 1104190        | 4362001 | NV24 MAILCHIMP MARKETING SUB | 9530 12/05/2024 | 276.00      |
| WR      | 93501205     | 12/13/2024 | US BANK P-CARD 9350 | 1104300        | 4312000 | IAAP MEMEBRSHIP E FAVELA     | 9530 12/04/2024 | 200.00      |
| WR      | 93501205     | 12/13/2024 | US BANK P-CARD 9350 | 1104420        | 4312000 | CEC COURSE J JIMENEZ 11/1/24 | 9530 12/04/2024 | 1,050.00    |
| WR      | 93501205     | 12/13/2024 | US BANK P-CARD 9350 | 1104421        | 4312000 | ICC CECOC L RITCHEY COURSE   | 9530 12/04/2024 | 45.00       |
| WR      | 93501205     | 12/13/2024 | US BANK P-CARD 9350 | 1104470        | 4312500 | ARC MEETING 06/25/24         | 9530 12/04/2024 | 221.02      |

Audited and Found Correct

Signed by:

Veronica Chavez

BE48F4F325A44A2...

Director of Finance

Examined and Approved

Signed by:

Jon Chavez

DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

Todd Hileman

CE3F306233F0405...

City Manager

Total For Bank ID - WR

2,062.71

City of Palm Desert  
**Check Register**  
 12/1/2024 - 12/31/2024

| Bank ID | Check Number | Check Date | Vendor Name                | Account Number |         | Transaction Desc               | Invoice         | Amount Paid |
|---------|--------------|------------|----------------------------|----------------|---------|--------------------------------|-----------------|-------------|
| WR      | 31355487     | 12/30/2024 | P E R S                    | 1100000        | 2161100 | PERS 1105 11/29/2024           | 100000017701341 | 56,702.43   |
| WR      | 31355487     | 12/30/2024 | P E R S                    | 1104150        | 4111500 | Rounding 1105 11/29/2024       | 100000017701341 | 0.24        |
| WR      | 31445783     | 12/30/2024 | P E R S                    | 1104150        | 4111500 | Rounding 26565 11/29/2024      | 100000017701427 | 0.50        |
| WR      | 31445783     | 12/30/2024 | P E R S                    | 1100000        | 2161100 | PERS 26565 11/29/2024          | 100000017701427 | 63,599.72   |
| WR      | 36814473     | 12/30/2024 | I C M A RETIREMENT TRUST   | 1100000        | 2162600 | Retire Hlth Sv-PayDay 12/13/24 | 6504830         | 233.76      |
| WR      | 36814473     | 12/30/2024 | I C M A RETIREMENT TRUST   | 6100000        | 1029200 | Retire Hlth Sv-PayDay 12/13/24 | 6504830         | 233.76      |
| WR      | 36814473     | 12/30/2024 | I C M A RETIREMENT TRUST   | 6100000        | 2162200 | Retire Hlth Sv-PayDay 12/13/24 | 6504830         | -233.76     |
| WR      | 38166575     | 12/30/2024 | STATE OF CALIFORNIA        | 1100000        | 2160200 | PIT W/H PD: 12/13/2024         | 8133982         | 106.58      |
| WR      | 38683672     | 12/30/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160100 | Federal W/H P/D 12/13/2024     | 20992933        | 879.96      |
| WR      | 38683672     | 12/30/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160300 | Medicare W/H P/D 12/13/2024    | 20992933        | 461.64      |
| WR      | 50941225     | 12/30/2024 | P E R S                    | 1100000        | 2161100 | PERS 1105 12/13/2024           | 100000017730978 | 55,875.24   |
| WR      | 50941225     | 12/30/2024 | P E R S                    | 1104150        | 4111500 | Rounding 1105 12/13/2024       | 100000017730978 | 0.23        |
| WR      | 50962388     | 12/30/2024 | P E R S                    | 1104150        | 4111500 | Rounding 26565 12/13/2024      | 100000017731032 | 0.45        |
| WR      | 50962388     | 12/30/2024 | P E R S                    | 1100000        | 2161100 | PERS 26565 12/13/2024          | 100000017731032 | 60,641.08   |
| WR      | 51191839     | 12/30/2024 | STERLING ADMINISTRATION    | 1100000        | 2161600 | FSA HEALTH CARE 12/04/2024.    | 827630          | 3,189.16    |
| WR      | 51191839     | 12/30/2024 | STERLING ADMINISTRATION    | 1100000        | 2161600 | FSA DEPENDANT CARE 12/04/2024  | 827630          | 1,229.99    |
| WR      | 61467872     | 12/30/2024 | Empower Retirement LLC     | 6100000        | 1029201 | 401-A Retire PayDay: 12/18/24  | 1251193851      | 15,679.64   |
| WR      | 61467872     | 12/30/2024 | Empower Retirement LLC     | 6100000        | 2162201 | 401-A Retire PayDay: 12/18/24  | 1251193851      | -15,679.64  |
| WR      | 61467872     | 12/30/2024 | Empower Retirement LLC     | 1100000        | 2162201 | 401-A Retire PayDay: 12/18/24  | 1251193851      | 15,679.64   |
| WR      | 61563742     | 12/30/2024 | Empower Retirement LLC     | 1100000        | 2162300 | Deferred Comp PayDay 12/18/24  | 1251190794      | 27,661.97   |
| WR      | 61563742     | 12/30/2024 | Empower Retirement LLC     | 6100000        | 1029100 | DEFERRED COMP PAYDAY 12/04/24  | 1251190794      | 4,544.47    |
| WR      | 61563742     | 12/30/2024 | Empower Retirement LLC     | 6100000        | 2162300 | Deferred Comp PayDay 12/18/24  | 1251190794      | -27,661.97  |
| WR      | 61563742     | 12/30/2024 | Empower Retirement LLC     | 6100000        | 1029300 | Deferred Comp PayDay 12/18/24  | 1251190794      | 27,661.97   |
| WR      | 61563742     | 12/30/2024 | Empower Retirement LLC     | 6100000        | 2162100 | DEFERRED COMP PAYDAY 12/04/24  | 1251190794      | -4,544.47   |
| WR      | 61563742     | 12/30/2024 | Empower Retirement LLC     | 1100000        | 2162100 | DEFERRED COMP PAYDAY 12/04/24  | 1251190794      | 4,544.47    |
| WR      | 61566455     | 12/30/2024 | STATE OF CALIFORNIA        | 1100000        | 2160200 | PIT W/H PD: 12/18/2024         | 8140070         | 25,099.97   |
| WR      | 62244880     | 12/30/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160100 | Federal W/H P/D 12/18/2024     | 10512332        | 59,767.53   |

## City of Palm Desert

**Check Register**

12/1/2024 - 12/31/2024

| Bank ID | Check Number | Check Date | Vendor Name                  | Account Number |         | Transaction Desc               | Invoice        | Amount Paid |
|---------|--------------|------------|------------------------------|----------------|---------|--------------------------------|----------------|-------------|
| WR      | 62244880     | 12/30/2024 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160101 | SocialSec W/H P/D 12/18/2024   | 10512332       | 1,213.76    |
| WR      | 62244880     | 12/30/2024 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160300 | Medicare W/H P/D 12/18/2024    | 10512332       | 18,295.24   |
| WR      | 62259172     | 12/30/2024 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160300 | Medicare W/H P/D 12/19/2024    | 62740684       | 83.90       |
| WR      | 64153956     | 12/30/2024 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160100 | Federal W/H P/D 12/04/2024     | 80106361       | 1,755.68    |
| WR      | 64153956     | 12/30/2024 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160300 | Medicare W/H P/D 12/04/2024    | 80106361       | 412.50      |
| WR      | 64159695     | 12/30/2024 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160100 | Federal W/H P/D 12/04/2024     | 75829534       | 64,155.18   |
| WR      | 64159695     | 12/30/2024 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160101 | SocialSec W/H P/D 12/04/2024   | 75829534       | 1,185.38    |
| WR      | 64159695     | 12/30/2024 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160300 | Medicare W/H P/D 12/04/2024    | 75829534       | 19,039.42   |
| WR      | 67552995     | 12/30/2024 | PUBLIC EMPLOYEES' RETIREMENT | 1100000        | 2160800 | Health Premium Emp 12/2024     | 10000017742374 | 225,083.94  |
| WR      | 67552995     | 12/30/2024 | PUBLIC EMPLOYEES' RETIREMENT | 1100000        | 2160800 | Health Premium CC 12/2024      | 10000017742374 | 7,454.83    |
| WR      | 67552995     | 12/30/2024 | PUBLIC EMPLOYEES' RETIREMENT | 1100000        | 2160800 | EMP ADJ 12/2024                | 10000017742374 | 4,761.99    |
| WR      | 67552995     | 12/30/2024 | PUBLIC EMPLOYEES' RETIREMENT | 5764192        | 4119000 | Health Premium Retiree 12/2024 | 10000017742374 | 15,792.17   |
| WR      | 69965553     | 12/30/2024 | I C M A RETIREMENT TRUST     | 1100000        | 2162600 | Retire Hlth Sv-PayDay 12/04/24 | 6821595        | 7,714.82    |
| WR      | 69965553     | 12/30/2024 | I C M A RETIREMENT TRUST     | 1100000        | 2162600 | RHS Adjustment 12/04/24        | 6821595        | 8.06        |
| WR      | 69965553     | 12/30/2024 | I C M A RETIREMENT TRUST     | 6100000        | 1029200 | Retire Hlth Sv-PayDay 12/04/24 | 6821595        | 7,714.82    |
| WR      | 69965553     | 12/30/2024 | I C M A RETIREMENT TRUST     | 6100000        | 1029200 | RHS Adjustment 12/04/24        | 6821595        | 8.06        |
| WR      | 69965553     | 12/30/2024 | I C M A RETIREMENT TRUST     | 6100000        | 2162200 | Retire Hlth Sv-PayDay 12/04/24 | 6821595        | -7,714.82   |
| WR      | 69965553     | 12/30/2024 | I C M A RETIREMENT TRUST     | 6100000        | 2162200 | RHS Adjustment 12/04/24        | 6821595        | -8.06       |
| WR      | 70070170     | 12/30/2024 | STERLING ADMINISTRATION      | 1100000        | 2161600 | FSA HEALTH CARE 12/18/2024     | 829049         | 3,189.16    |
| WR      | 70070170     | 12/30/2024 | STERLING ADMINISTRATION      | 1100000        | 2161600 | FSA DEPENDANT CARE 12/18/2024  | 829049         | 1,229.99    |
| WR      | 70692443     | 12/30/2024 | Empower Retirement LLC       | 6100000        | 1029201 | 401-A Retire PayDay: 12/04/24  | 1246291134     | 16,773.42   |
| WR      | 70692443     | 12/30/2024 | Empower Retirement LLC       | 6100000        | 1029201 | 401-A Adjustment 12/04/24      | 1246291134     | 16.10       |
| WR      | 70692443     | 12/30/2024 | Empower Retirement LLC       | 1100000        | 2162201 | 401-A Retire PayDay: 12/04/24  | 1246291134     | 16,773.42   |
| WR      | 70692443     | 12/30/2024 | Empower Retirement LLC       | 1100000        | 2162201 | 401-A Adjustment 12/04/24      | 1246291134     | 16.10       |
| WR      | 70692443     | 12/30/2024 | Empower Retirement LLC       | 6100000        | 2162201 | 401-A Retire PayDay: 12/04/24  | 1246291134     | -16,773.42  |
| WR      | 70692443     | 12/30/2024 | Empower Retirement LLC       | 6100000        | 2162201 | 401-A Adjustment 12/04/24      | 1246291134     | -16.10      |
| WR      | 70695621     | 12/30/2024 | Empower Retirement LLC       | 6100000        | 2162300 | Deferred Comp PayDay 12/04/24  | 1246285846     | -28,219.29  |

City of Palm Desert  
**Check Register**  
 12/1/2024 - 12/31/2024

| Bank ID | Check Number | Check Date | Vendor Name                    | Account Number |         | Transaction Desc               | Invoice         | Amount Paid |
|---------|--------------|------------|--------------------------------|----------------|---------|--------------------------------|-----------------|-------------|
| WR      | 70695621     | 12/30/2024 | Empower Retirement LLC         | 1100000        | 2162300 | Deferred Comp PayDay 12/04/24  | 1246285846      | 28,219.29   |
| WR      | 70695621     | 12/30/2024 | Empower Retirement LLC         | 6100000        | 1029100 | DEFERRED COMP PAYDAY 12/04/24  | 1246285846      | 4,544.47    |
| WR      | 70695621     | 12/30/2024 | Empower Retirement LLC         | 1100000        | 2162100 | DEFERRED COMP PAYDAY 12/04/24  | 1246285846      | 4,544.47    |
| WR      | 70695621     | 12/30/2024 | Empower Retirement LLC         | 6100000        | 1029300 | Deferred Comp PayDay 12/04/24  | 1246285846      | 28,219.29   |
| WR      | 70695621     | 12/30/2024 | Empower Retirement LLC         | 6100000        | 2162100 | DEFERRED COMP PAYDAY 12/04/24  | 1246285846      | -4,544.47   |
| WR      | 71534149     | 12/30/2024 | I C M A RETIREMENT TRUST       | 1100000        | 2162600 | Retire Hlth Sv-PayDay 12/18/24 | 6865899         | 7,292.16    |
| WR      | 71534149     | 12/30/2024 | I C M A RETIREMENT TRUST       | 6100000        | 1029200 | Retire Hlth Sv-PayDay 12/18/24 | 6865899         | 7,292.16    |
| WR      | 71534149     | 12/30/2024 | I C M A RETIREMENT TRUST       | 6100000        | 2162200 | Retire Hlth Sv-PayDay 12/18/24 | 6865899         | -7,292.16   |
| WR      | 71634493     | 12/30/2024 | P E R S                        | 1100000        | 2161100 | PERS - 26565 12/31/2024        | 100000017731071 | 2,432.08    |
| WR      | 71634493     | 12/30/2024 | P E R S                        | 1104150        | 4111500 | Adjustment 26565 12/31/2024    | 100000017731071 | -589.43     |
| WR      | 71634493     | 12/30/2024 | P E R S                        | 1104150        | 4111500 | Rounding 26565 12/31/2024      | 100000017731071 | 0.04        |
| WR      | 71691151     | 12/30/2024 | P E R S                        | 1104150        | 4111500 | Adjustment - 1105 12/31/2024   | 100000017731017 | -21.92      |
| WR      | 71691151     | 12/30/2024 | P E R S                        | 1104150        | 4111500 | Rounding - 1105 12/31/2024     | 100000017731017 | 0.02        |
| WR      | 71691151     | 12/30/2024 | P E R S                        | 1100000        | 2161100 | PERS - 1105 12/31/2024         | 100000017731017 | 1,223.34    |
| WR      | 72994659     | 12/30/2024 | STATE OF CALIFORNIA            | 1100000        | 2160200 | PIT W/H PD: 12/04/2024         | 8120065         | 26,625.83   |
| WR      | 77221697     | 12/30/2024 | TRANSAMERICA EMPLOYEE BENEFITS | 1100000        | 2161600 | Supplmental Ins 12-31-24       | 2505575145      | 707.54      |
| WR      | 77221697     | 12/30/2024 | TRANSAMERICA EMPLOYEE BENEFITS | 1100000        | 2161600 | Supplmental Ins 12-31-24       | 2505575145      | 300.14      |
| WR      | 79653691     | 12/30/2024 | STATE OF CALIFORNIA            | 1100000        | 2160200 | PIT W/H PD: 12/04/2024         | 8121120         | 611.72      |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350            | 1104150        | 4362000 | DC24 WSJ SUBCIPT               | 9530 12/20/2024 | 38.99       |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350            | 1104154        | 4309501 | F&B TEAM BLDG 12/10/24         | 9530 12/20/2024 | 116.14      |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350            | 1104154        | 4312101 | MGMNT TRAINING 12/10/24        | 9530 12/20/2024 | 788.73      |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350            | 1104154        | 4312101 | NV24 WELLNESS CHLG LIVING DSRT | 9530 12/20/2024 | 83.80       |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350            | 1104159        | 4365000 | DC24 VERIZON TOLL FREE#        | 9530 12/20/2024 | 1.96        |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350            | 1104190        | 4362001 | DC24 MAILCHIMP-MARKETING       | 9530 12/20/2024 | 276.00      |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350            | 1104417        | 4322300 | VISION ZERO FLYER              | 9530 12/20/2024 | 200.00      |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350            | 1104430        | 4312500 | DESERT UNION VMAGER 12/18/24   | 9530 12/20/2024 | 40.00       |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350            | 1104470        | 4306300 | ARC MEETING F&B 12/10/24       | 9530 12/20/2024 | 255.21      |

City of Palm Desert  
Check Register  
12/1/2024 - 12/31/2024

| Bank ID | Check Number | Check Date | Vendor Name         | Account Number |         | Transaction Desc             | Invoice         | Amount Paid |
|---------|--------------|------------|---------------------|----------------|---------|------------------------------|-----------------|-------------|
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350 | 2524662        | 4312000 | ALA CONF JSEARS 1/23-27/25   | 9530 12/20/2024 | 495.00      |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350 | 2524662        | 4312000 | ALA CONF CHERN 1/23-27/25    | 9530 12/20/2024 | 495.00      |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350 | 2524662        | 4312000 | ALA FLIGHT JSEARS 1/23-27/25 | 9530 12/20/2024 | 386.95      |
| WR      | 93501220     | 12/30/2024 | US BANK P-CARD 9350 | 2524662        | 4312000 | ALA FLIGHT CHERN 1/23-27/25  | 9530 12/20/2024 | 386.95      |

Audited and Found Correct

Signed by:

Veronica Chavez

BE6F4F325A44A2

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Director of Finance

Examined and Approved

Signed by:

Jen Chavira

DC37D0D28CC44D4

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Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

Todd Hileman

CE3F366233F0405

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City Manager

Total For Bank ID - WR

838,750.11

City of Palm Desert  
**Check Register**  
 12/1/2024 - 12/31/2024

| Bank ID | Check Number | Check Date | Vendor Name                | Account Number |         | Transaction Desc               | Invoice    | Amount Paid |
|---------|--------------|------------|----------------------------|----------------|---------|--------------------------------|------------|-------------|
| WR      | 38479649     | 12/31/2024 | Empower Retirement LLC     | 1100000        | 2162300 | Deferred Comp PayDay 12/04/24  | 1249680496 | 119.48      |
| WR      | 38479649     | 12/31/2024 | Empower Retirement LLC     | 6100000        | 1029300 | Deferred Comp PayDay 12/04/24  | 1249680496 | 119.48      |
| WR      | 38479649     | 12/31/2024 | Empower Retirement LLC     | 6100000        | 2162300 | Deferred Comp PayDay 12/04/24  | 1249680496 | -119.48     |
| WR      | 39000599     | 12/31/2024 | Empower Retirement LLC     | 6100000        | 2162201 | 401-A Retire PayDay: 12/04/24  | 1249702182 | -82.56      |
| WR      | 39000599     | 12/31/2024 | Empower Retirement LLC     | 6100000        | 1029201 | 401-A Retire PayDay: 12/04/24  | 1249702182 | 82.56       |
| WR      | 39000599     | 12/31/2024 | Empower Retirement LLC     | 1100000        | 2162201 | 401-A Retire PayDay: 12/04/24  | 1249702182 | 82.56       |
| WR      | 54598217     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160100 | Federal W/H P/D 12/04/2024     | 50923157   | 73.34       |
| WR      | 54598217     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160300 | Medicare W/H P/D 12/04/2024    | 50923157   | 52.48       |
| WR      | 56689483     | 12/31/2024 | STATE OF CALIFORNIA        | 1100000        | 2160200 | PIT W/H PD: 12/04/2024         | 8129233    | 29.28       |
| WR      | 58081572     | 12/31/2024 | I C M A RETIREMENT TRUST   | 1100000        | 2162600 | Retire Hlth Sv-PayDay 12/04/24 | 6045985    | 30.02       |
| WR      | 58081572     | 12/31/2024 | I C M A RETIREMENT TRUST   | 6100000        | 1029200 | Retire Hlth Sv-PayDay 12/04/24 | 6045985    | 30.02       |
| WR      | 58081572     | 12/31/2024 | I C M A RETIREMENT TRUST   | 6100000        | 2162200 | Retire Hlth Sv-PayDay 12/04/24 | 6045985    | -30.02      |
| WR      | 61462995     | 12/31/2024 | Empower Retirement LLC     | 1100000        | 2162201 | 401-A Retire PayDay: 12/18/24  | 1251224715 | 947.37      |
| WR      | 61462995     | 12/31/2024 | Empower Retirement LLC     | 1100000        | 2162201 | 401-A Adjustment 12/18/24      | 1251224715 | -16.10      |
| WR      | 61462995     | 12/31/2024 | Empower Retirement LLC     | 6100000        | 1029201 | 401-A Retire PayDay: 12/18/24  | 1251224715 | 947.37      |
| WR      | 61462995     | 12/31/2024 | Empower Retirement LLC     | 6100000        | 1029201 | 401-A Adjustment 12/18/24      | 1251224715 | -16.10      |
| WR      | 61462995     | 12/31/2024 | Empower Retirement LLC     | 6100000        | 2162201 | 401-A Retire PayDay: 12/18/24  | 1251224715 | -947.37     |
| WR      | 61462995     | 12/31/2024 | Empower Retirement LLC     | 6100000        | 2162201 | 401-A Adjustment 12/18/24      | 1251224715 | 16.10       |
| WR      | 61464992     | 12/31/2024 | Empower Retirement LLC     | 6100000        | 2162300 | Deferred Comp PayDay 12/18/24  | 1251220073 | -436.06     |
| WR      | 61464992     | 12/31/2024 | Empower Retirement LLC     | 6100000        | 1029300 | Deferred Comp PayDay 12/18/24  | 1251220073 | 436.06      |
| WR      | 61464992     | 12/31/2024 | Empower Retirement LLC     | 1100000        | 2162300 | Deferred Comp PayDay 12/18/24  | 1251220073 | 436.06      |
| WR      | 61465308     | 12/31/2024 | STATE OF CALIFORNIA        | 1100000        | 2160200 | PIT W/H PD: 12/18/2024         | 8140075    | 506.18      |
| WR      | 62248259     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160300 | Medicare W/H P/D 12/20/2024    | 10862297   | 13.30       |
| WR      | 62248361     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160100 | 2% Penalty Federal PP 2401260  | 72270967   | 1,195.35    |
| WR      | 62248361     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160100 | 2% Penalty Federal PP 2401262  | 72270967   | 27.19       |
| WR      | 62248361     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160101 | 2% Penlty SocialSec PP 2401260 | 72270967   | 24.28       |
| WR      | 62248361     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160300 | 2% Penalty Medicare PP 2401260 | 72270967   | 365.90      |



City of Palm Desert  
**Check Register**  
 12/1/2024 - 12/31/2024

| Bank ID | Check Number | Check Date | Vendor Name                | Account Number |         | Transaction Desc               | Invoice  | Amount Paid |
|---------|--------------|------------|----------------------------|----------------|---------|--------------------------------|----------|-------------|
| WR      | 62248361     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160300 | 2% Penalty Medicare PP 2401262 | 72270967 | 5.68        |
| WR      | 62248361     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160300 | 2% Penalty Medicare PP 2402121 | 72270967 | 1.68        |
| WR      | 62248361     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160300 | 2% Penalty Medicare PP 2401263 | 72270967 | 0.27        |
| WR      | 62259108     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160100 | Federal W/H P/D 12/18/2024     | 82358889 | 1,359.74    |
| WR      | 62259108     | 12/31/2024 | DEPARTMENT OF THE TREASURY | 1100000        | 2160300 | Medicare W/H P/D 12/18/2024    | 82358889 | 284.22      |
| WR      | 73826289     | 12/31/2024 | I C M A RETIREMENT TRUST   | 1100000        | 2162600 | Retire Hlth Sv-PayDay 12/18/24 | 6306714  | 195.44      |
| WR      | 73826289     | 12/31/2024 | I C M A RETIREMENT TRUST   | 1100000        | 2162600 | Retire Hlth Sv-PayDay 12/18/24 | 6306714  | -8.06       |
| WR      | 73826289     | 12/31/2024 | I C M A RETIREMENT TRUST   | 6100000        | 1029200 | Retire Hlth Sv-PayDay 12/18/24 | 6306714  | 195.44      |
| WR      | 73826289     | 12/31/2024 | I C M A RETIREMENT TRUST   | 6100000        | 1029200 | RHS Adjustment 12/18/24        | 6306714  | -8.06       |
| WR      | 73826289     | 12/31/2024 | I C M A RETIREMENT TRUST   | 6100000        | 2162200 | Retire Hlth Sv-PayDay 12/18/24 | 6306714  | -195.44     |
| WR      | 73826289     | 12/31/2024 | I C M A RETIREMENT TRUST   | 6100000        | 2162200 | Retire Hlth Sv-PayDay 12/18/24 | 6306714  | 8.06        |

Audited and Found Correct

Signed by:  
  
 BE48F4F32544A42...

Director of Finance

Examined and Approved

Signed by:  
  
 DC37D0D20CC4D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:  
  
 CE3F366233F0405...

City Manager

**Total For Bank ID - WR**

**5,725.66**



City of Palm Desert  
Check Register  
1/1/2025 - 1/31/2025

| Bank ID | Check Number | Check Date | Vendor Name         | Account Number |         | Transaction Desc            | Invoice         | Amount Paid |
|---------|--------------|------------|---------------------|----------------|---------|-----------------------------|-----------------|-------------|
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104110        | 4362000 | REMARKABLE SUBSC DC24       | 9530 01/02/2025 | 2.99        |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104150        | 4312000 | CSMFO MEMBERSHIP V CHAVEZ   | 9530 01/02/2025 | -275.00     |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104150        | 4362000 | DC24 USA NEWS LETTER        | 9530 01/02/2025 | 9.99        |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104150        | 4362000 | DC24BLUECOSMO SAT PHN       | 9530 01/02/2025 | 66.95       |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104150        | 4363000 | CSMFO V CHAVEZ MEMBERSHIP   | 9530 01/02/2025 | 275.00      |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104420        | 4312000 | CCE TRAINING CERT J JIMENEZ | 9530 01/02/2025 | 795.00      |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104420        | 4312000 | CACEO REGS A VASQUEZ        | 9530 01/02/2025 | 520.00      |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104430        | 4312000 | FLIGHT ICSC MAY2025         | 9530 01/02/2025 | 24.47       |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104430        | 4366000 | MAILING ADRESS CHG          | 9530 01/02/2025 | 1.10        |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104430        | 4366000 | MAILING ADRESS CHG          | 9530 01/02/2025 | 1.10        |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104430        | 4366000 | MAILING ADRESS CHG          | 9530 01/02/2025 | 1.10        |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104430        | 4366000 | MAILING ADRESS CHG          | 9530 01/02/2025 | 1.10        |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104430        | 4366000 | MAILING ADRESS CHG          | 9530 01/02/2025 | 1.10        |
| WR      | 11188333     | 01/08/2025 | US BANK P-CARD 9350 | 1104430        | 4366000 | MAILING ADRESS CHG          | 9530 01/02/2025 | 1.10        |

Audited and Found Correct

Signed by:

Veronica Chavez

BE46F4F325A4A2...

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Director of Finance

Examined and Approved

Signed by:

Jan Hamik

DC37D0D20CC4D4...

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Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

Todd Hileman

CE3F368233F0405...

---

City Manager

Total For Bank ID - WR

1,426.00

## City of Palm Desert

**Check Register**

1/1/2025 - 1/31/2025

| Bank ID | Check Number | Check Date | Vendor Name                  | Account Number |         | Transaction Desc               | Invoice         | Amount Paid |
|---------|--------------|------------|------------------------------|----------------|---------|--------------------------------|-----------------|-------------|
| WR      | 10868963     | 01/31/2025 | US BANK P-CARD 9350          | 1104150        | 4362000 | WSJ MONTHLY SUBCRP JAN25       | 9530 01/09/2025 | 38.99       |
| WR      | 10868963     | 01/31/2025 | US BANK P-CARD 9350          | 1104190        | 4362001 | MISK.COM DOMAIN RENW           | 9530 01/09/2025 | 1,958.00    |
| WR      | 10868963     | 01/31/2025 | US BANK P-CARD 9350          | 1104430        | 4363000 | ICSC MEMBERSHIP V MAGER        | 9530 01/09/2025 | 337.50      |
| WR      | 30649214     | 01/31/2025 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160100 | Federal W/H P/D 01/15/2025     | 20357716        | 58,393.16   |
| WR      | 30649214     | 01/31/2025 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160101 | SocialSec W/H P/D 01/15/2025   | 20357716        | 1,080.72    |
| WR      | 30649214     | 01/31/2025 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160300 | Medicare W/H P/D 01/15/2025    | 20357716        | 18,053.02   |
| WR      | 32290457     | 01/31/2025 | I C M A RETIREMENT TRUST     | 1100000        | 2162600 | Retire Hlth Sv-PayDay 01/29/25 | 6454871         | 7,704.56    |
| WR      | 32290457     | 01/31/2025 | I C M A RETIREMENT TRUST     | 6100000        | 1029200 | Retire Hlth Sv-PayDay 01/29/25 | 6454871         | 7,704.56    |
| WR      | 32290457     | 01/31/2025 | I C M A RETIREMENT TRUST     | 6100000        | 2162200 | Retire Hlth Sv-PayDay 01/29/25 | 6454871         | -7,704.56   |
| WR      | 32293303     | 01/31/2025 | I C M A RETIREMENT TRUST     | 1100000        | 2162600 | Retire Hlth Sv-PayDay 01/01/25 | 6596392         | 7,645.36    |
| WR      | 32293303     | 01/31/2025 | I C M A RETIREMENT TRUST     | 6100000        | 1029200 | Retire Hlth Sv-PayDay 01/01/25 | 6596392         | 7,645.36    |
| WR      | 32293303     | 01/31/2025 | I C M A RETIREMENT TRUST     | 6100000        | 2162200 | Retire Hlth Sv-PayDay 01/01/25 | 6596392         | -7,645.36   |
| WR      | 32318813     | 01/31/2025 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160100 | Federal W/H P/D 01/29/2025     | 82614696        | 57,086.70   |
| WR      | 32318813     | 01/31/2025 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160101 | SocialSec W/H P/D 01/29/2025   | 82614696        | 1,225.74    |
| WR      | 32318813     | 01/31/2025 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160300 | Medicare W/H P/D 01/29/2025    | 82614696        | 17,819.42   |
| WR      | 32336209     | 01/31/2025 | I C M A RETIREMENT TRUST     | 1100000        | 2162600 | Retire Hlth Sv-PayDay 01/15/25 | 6957545         | 7,607.84    |
| WR      | 32336209     | 01/31/2025 | I C M A RETIREMENT TRUST     | 6100000        | 1029200 | Retire Hlth Sv-PayDay 01/15/25 | 6957545         | 7,607.84    |
| WR      | 32336209     | 01/31/2025 | I C M A RETIREMENT TRUST     | 6100000        | 2162200 | Retire Hlth Sv-PayDay 01/15/25 | 6957545         | -7,607.84   |
| WR      | 32625447     | 01/31/2025 | Empower Retirement LLC       | 1100000        | 2162201 | 401-A Retire PayDay: 01/29/25  | 1264007149      | 16,391.92   |
| WR      | 32625447     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 1029201 | 401-A Retire PayDay: 01/29/25  | 1264007149      | 16,391.92   |
| WR      | 32625447     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 2162201 | 401-A Retire PayDay: 01/29/25  | 1264007149      | -16,391.92  |
| WR      | 32633242     | 01/31/2025 | Empower Retirement LLC       | 1100000        | 2162300 | Deferred Comp PayDay 01/29/25  | 1264003347      | 24,992.68   |
| WR      | 32633242     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 1029300 | Deferred Comp PayDay 01/29/25  | 1264003347      | 24,992.68   |
| WR      | 32633242     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 2162300 | Deferred Comp PayDay 01/29/25  | 1264003347      | -24,992.68  |
| WR      | 33687303     | 01/31/2025 | STERLING ADMINISTRATION      | 1100000        | 2161600 | FSA HEALTH CARE 01/01/2025     | 835312          | 3,273.30    |
| WR      | 33687303     | 01/31/2025 | STERLING ADMINISTRATION      | 1100000        | 2161600 | FSA DEPENDANT CARE 01/01/2025  | 835312          | 1,670.48    |
| WR      | 37108760     | 01/31/2025 | PUBLIC EMPLOYEES' RETIREMENT | 1100000        | 2160800 | Health Premium Emp 01/2025     | 100000017772520 | 236,645.27  |

Report Date 01/31/2025

Page 2

City and Housing

## City of Palm Desert

**Check Register**

1/1/2025 - 1/31/2025

| Bank ID | Check Number | Check Date | Vendor Name                  | Account Number |         | Transaction Desc               | Invoice         | Amount Paid  |
|---------|--------------|------------|------------------------------|----------------|---------|--------------------------------|-----------------|--------------|
| WR      | 37108760     | 01/31/2025 | PUBLIC EMPLOYEES' RETIREMENT | 1100000        | 2160800 | Health Premium CC 01/2025      | 100000017772520 | 4,666.14     |
| WR      | 37108760     | 01/31/2025 | PUBLIC EMPLOYEES' RETIREMENT | 1100000        | 2160800 | EMP ADJ 01/2025                | 100000017772520 | 6,428.60     |
| WR      | 37108760     | 01/31/2025 | PUBLIC EMPLOYEES' RETIREMENT | 5764192        | 4119000 | Health Premium Retiree 01/2025 | 100000017772520 | 16,097.95    |
| WR      | 37427741     | 01/31/2025 | STATE OF CALIFORNIA          | 1100000        | 2160200 | PIT W/H PD: 01/29/2025         | 8216633         | 24,814.61    |
| WR      | 38238741     | 01/31/2025 | US BANK                      | 7030000        | 1026900 | Interest Due                   | 2730197         | 344,340.63   |
| WR      | 38238741     | 01/31/2025 | US BANK                      | 7030000        | 1026900 | Principal Due                  | 2730197         | 1,145,000.00 |
| WR      | 38941938     | 01/31/2025 | STATE OF CALIFORNIA          | 1100000        | 2160200 | PIT W/H PD: 01/15/2025         | 8198009         | 25,098.63    |
| WR      | 39244467     | 01/31/2025 | US BANK                      | 7030000        | 1028102 | Interest Due                   | 2791868         | 1,536,371.90 |
| WR      | 39244467     | 01/31/2025 | US BANK                      | 7030000        | 1028102 | Principal Due                  | 2791868         | 2,855,000.00 |
| WR      | 39245446     | 01/31/2025 | US BANK                      | 7030000        | 1028101 | Interest Due                   | 2791869         | 90,509.38    |
| WR      | 39245446     | 01/31/2025 | US BANK                      | 7030000        | 1028101 | Principal Due                  | 2791869         | 252,500.00   |
| WR      | 39446960     | 01/31/2025 | US BANK                      | 7030000        | 1028101 | Interest Due                   | 2791864         | 726,500.00   |
| WR      | 39446960     | 01/31/2025 | US BANK                      | 7030000        | 1028101 | Principal Due                  | 2791864         | 3,455,000.00 |
| WR      | 54084198     | 01/31/2025 | Empower Retirement LLC       | 1100000        | 2162201 | 401-A Retire PayDay: 01/01/25  | 1254520341      | 16,938.59    |
| WR      | 54084198     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 1029201 | 401-A Retire PayDay: 01/01/25  | 1254520341      | 16,938.59    |
| WR      | 54084198     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 2162201 | 401-A Retire PayDay: 01/01/25  | 1254520341      | -16,938.59   |
| WR      | 54184888     | 01/31/2025 | Empower Retirement LLC       | 1100000        | 2162300 | Deferred Comp PayDay 01/01/25  | 1254519995      | 30,265.71    |
| WR      | 54184888     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 1029300 | Deferred Comp PayDay 01/01/25  | 1254519995      | 30,265.71    |
| WR      | 54184888     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 2162300 | Deferred Comp PayDay 01/01/25  | 1254519995      | -30,265.71   |
| WR      | 58328243     | 01/31/2025 | Empower Retirement LLC       | 1100000        | 2162201 | 401-A Retire PayDay: 01/15/25  | 1259307549      | 16,918.84    |
| WR      | 58328243     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 1029201 | 401-A Retire PayDay: 01/15/25  | 1259307549      | 16,918.84    |
| WR      | 58328243     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 2162201 | 401-A Retire PayDay: 01/15/25  | 1259307549      | -16,918.84   |
| WR      | 58676084     | 01/31/2025 | Empower Retirement LLC       | 1100000        | 2162300 | Deferred Comp PayDay 01/15/25  | 1259282500      | 30,282.54    |
| WR      | 58676084     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 1029300 | Deferred Comp PayDay 01/15/25  | 1259282500      | 30,282.54    |
| WR      | 58676084     | 01/31/2025 | Empower Retirement LLC       | 6100000        | 2162300 | Deferred Comp PayDay 01/15/25  | 1259282500      | -30,282.54   |
| WR      | 59168535     | 01/31/2025 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160100 | Federal W/H P/D 01/01/2025     | 02518867        | 57,619.98    |
| WR      | 59168535     | 01/31/2025 | DEPARTMENT OF THE TREASURY   | 1100000        | 2160101 | SocialSec W/H P/D 01/01/2025   | 02518867        | 1,146.50     |

## City of Palm Desert

**Check Register**

1/1/2025 - 1/31/2025

| Bank ID | Check Number | Check Date | Vendor Name                 | Account Number |         | Transaction Desc               | Invoice          | Amount Paid |
|---------|--------------|------------|-----------------------------|----------------|---------|--------------------------------|------------------|-------------|
| WR      | 59168535     | 01/31/2025 | DEPARTMENT OF THE TREASURY  | 1100000        | 2160300 | Medicare W/H P/D 01/01/2025    | 02518867         | 18,033.46   |
| WR      | 59850407     | 01/31/2025 | P E R S                     | 1100000        | 2161100 | PERS 26565 12/13/2024          | 100000017731032B | 589.43      |
| WR      | 60807840     | 01/31/2025 | P E R S                     | 1100000        | 2161100 | PERS 26565 12/27/2024          | 100000017731052  | 66,374.00   |
| WR      | 60807840     | 01/31/2025 | P E R S                     | 1104150        | 4111500 | Rounding 26565 12/27/2024      | 100000017731052  | 0.46        |
| WR      | 60807840     | 01/31/2025 | P E R S                     | 1104150        | 4111500 | EMP OVERWITHELD 12/27/2024     | 100000017731052  | -1,969.51   |
| WR      | 60807840     | 01/31/2025 | P E R S                     | 1104150        | 4111500 | EMPLR OVERWITHELD 12/27/2024   | 100000017731052  | -3,301.16   |
| WR      | 60909010     | 01/31/2025 | I C M A RETIREMENT TRUST    | 1100000        | 2162600 | Retire Hlth Sv-PayDay 12/19/24 | 6880441          | 58.44       |
| WR      | 60909010     | 01/31/2025 | I C M A RETIREMENT TRUST    | 6100000        | 1029200 | Retire Hlth Sv-PayDay 12/19/24 | 6880441          | 58.44       |
| WR      | 60909010     | 01/31/2025 | I C M A RETIREMENT TRUST    | 6100000        | 2162200 | Retire Hlth Sv-PayDay 12/19/24 | 6880441          | -58.44      |
| WR      | 61377646     | 01/31/2025 | P E R S                     | 1100000        | 2161100 | PERS 1105 01/10/2025           | 100000017763766  | 56,052.18   |
| WR      | 61377646     | 01/31/2025 | P E R S                     | 1104150        | 4111500 | Rounding 1105 01/10/2025       | 100000017763766  | 0.25        |
| WR      | 61378034     | 01/31/2025 | P E R S                     | 1100000        | 2161100 | PERS 26565 01/10/2025          | 100000017763817  | 66,494.92   |
| WR      | 61378034     | 01/31/2025 | P E R S                     | 1104150        | 4111500 | Rounding 26565 01/10/2025      | 100000017763817  | 0.47        |
| WR      | 61378485     | 01/31/2025 | P E R S                     | 1100000        | 2161100 | PERS 1105 12/27/2024           | 100000017730998  | 55,939.41   |
| WR      | 61378485     | 01/31/2025 | P E R S                     | 1104150        | 4111500 | Rounding 1105 12/27/2024       | 100000017730998  | 0.23        |
| WR      | 61982163     | 01/31/2025 | STATE OF CALIFORNIA         | 1100000        | 2160200 | PIT W/H PD: 01/01/2025         | 8154099          | 25,063.74   |
| WR      | 62610821     | 01/31/2025 | STERLING ADMINISTRATION     | 1100000        | 2161600 | FSA HEALTH CARE 01/15/2025     | 835675           | 3,273.30    |
| WR      | 62610821     | 01/31/2025 | STERLING ADMINISTRATION     | 1100000        | 2161600 | FSA DEPENDANT CARE 01/15/2025  | 835675           | 1,670.48    |
| WR      | 69752443     | 01/31/2025 | REPLACEMENT BENEFIT FUND    | 1104159        | 4101500 | REPLACEMENT BEN 2025 RBF ORTEG | 100000017774016  | 52,011.27   |
| WR      | 69829501     | 01/31/2025 | REPLACEMENT BENEFIT FUND    | 1104159        | 4101500 | REPLACEMENT BEN 2025 RBF WOHLM | 100000017760446  | 23,339.76   |
| WR      | 75442164     | 01/31/2025 | EMPLOYMENT DEVELOPMENT DEPT | 1104191        | 4112600 | Unemployment-for Qtr 4-2022    | L0869000592      | 43.58       |
| WR      | 75442164     | 01/31/2025 | EMPLOYMENT DEVELOPMENT DEPT | 1104191        | 4112600 | Unemployment-for Qtr 1-2023    | L0641406864      | 232.40      |
| WR      | 75442164     | 01/31/2025 | EMPLOYMENT DEVELOPMENT DEPT | 1104191        | 4112600 | Unemployment-for Qtr 1-2024    | L1719057744      | 2,220.52    |
| WR      | 75442164     | 01/31/2025 | EMPLOYMENT DEVELOPMENT DEPT | 1104191        | 4112600 | Unemployment-for Qtr 2-2024    | L0132183888      | 2,923.27    |
| WR      | 75442164     | 01/31/2025 | EMPLOYMENT DEVELOPMENT DEPT | 1104191        | 4112600 | Unemployment-for Qtr 3-2024    | L0093790928      | 6,319.18    |
| WR      | 93500109     | 01/31/2025 | US BANK P-CARD 9350         | 1104150        | 4312000 | CSMFO FLIGHTS CORTEGA AYALE    | 9530 01/16/2025  | 535.84      |
| WR      | 93500109     | 01/31/2025 | US BANK P-CARD 9350         | 1104150        | 4363000 | CSMFO DUES VCHAVEZ             | 9530 01/16/2025  | 150.00      |

City of Palm Desert  
**Check Register**  
1/1/2025 - 1/31/2025

| Bank ID | Check Number | Check Date | Vendor Name         | Account Number |         | Transaction Desc             | Invoice         | Amount Paid |
|---------|--------------|------------|---------------------|----------------|---------|------------------------------|-----------------|-------------|
| WR      | 93500109     | 01/31/2025 | US BANK P-CARD 9350 | 1104190        | 4362001 | DC24 MAILCHIMP MARKETING SUB | 9530 01/16/2025 | 276.00      |
| WR      | 93500109     | 01/31/2025 | US BANK P-CARD 9350 | 1104420        | 4312000 | CIVICA CODE ENF TRNING       | 9530 01/16/2025 | 60.00       |

Audited and Found Correct

Signed by:

Veronica Chavez

BE46F4F325A44A2...

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Director of Finance

Examined and Approved

Signed by:

Jan Hamik

DC37DD020CC44D4...

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Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

Todd Hileman

CE3F366233F0405...

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City Manager

**Total For Bank ID - WR**

**11,473,816.58**





## City of Palm Desert

**Check Register**

2/20/2025 - 2/28/2025

| Bank ID | Check Number | Check Date | Vendor Name                  | Account Number |         | Transaction Desc               | Invoice        | Amount Paid |
|---------|--------------|------------|------------------------------|----------------|---------|--------------------------------|----------------|-------------|
| W1      | 00003699     | 02/20/2025 | AMAZON CAPITAL SERVICES INC. | 2524662        | 4211000 | JN25 LIB OFFICE SUPPLIES       | 1YJL-6FDG-43DC | 135.46      |
| W1      | 00003699     | 02/20/2025 | AMAZON CAPITAL SERVICES INC. | 2524662        | 4390000 | JAN25 LIB PROG SUPPLIES        | 1H4L-QLDT-NVHL | 122.75      |
| W1      | 00003699     | 02/20/2025 | AMAZON CAPITAL SERVICES INC. | 1104211        | 4306001 | COPS Water                     | 1CNP-J3N3-GJXH | 123.80      |
| W1      | 00003699     | 02/20/2025 | AMAZON CAPITAL SERVICES INC. | 1104211        | 4306001 | COPS Label Maker               | 1GM3-LYM7-4PVL | 30.67       |
| W1      | 00003699     | 02/20/2025 | AMAZON CAPITAL SERVICES INC. | 1104300        | 4211000 | OFFICE SUPPLIES                | 1JMN-HK44-GK6N | 46.31       |
| W1      | 00003699     | 02/20/2025 | AMAZON CAPITAL SERVICES INC. | 1104300        | 4211000 | OFFICE SUPPLIES                | 1MRC-3WH4-LGRQ | 77.70       |
| W1      | 00003699     | 02/20/2025 | AMAZON CAPITAL SERVICES INC. | 2304220        | 4404000 | Fire stations SUPPLIES         | 164P-KH6P-PFFD | 285.18      |
| W1      | 00003699     | 02/20/2025 | AMAZON CAPITAL SERVICES INC. | 1104130        | 4211000 | Stpl remover, dry erase calend | 1YP7-LDMT-JCDF | 5.69        |
| W1      | 00003699     | 02/20/2025 | AMAZON CAPITAL SERVICES INC. | 1104130        | 4211000 | Dry erase wall calendar        | 1DFC-N4L4-7D97 | -3.22       |
| W1      | 00003699     | 02/20/2025 | AMAZON CAPITAL SERVICES INC. | 1104130        | 4211000 | Dry erase wall calendar        | 1NFW-KKPK-Q7KR | 6.45        |
| W1      | 00003700     | 02/20/2025 | APPRISE BY WALKER & DUNLOP   | 1104430        | 4309000 | LOT APPRL SERVS 630-250-022    | 25.18529       | 2,500.00    |
| W1      | 00003701     | 02/20/2025 | AVENU MUNISERVICES LLC       | 1104159        | 4309300 | STARS SVCS 2024/25 3RD QTR     | INV06-020340   | 1,168.13    |
| W1      | 00003702     | 02/20/2025 | BRINKS CAPITAL LLC           | 1104159        | 4309000 | Transport Services - Feb. 2025 | 12835148       | 1,231.33    |
| W1      | 00003702     | 02/20/2025 | BRINKS CAPITAL LLC           | 1104159        | 4309000 | Transport Services - Jan. 2025 | 7245777        | 17.26       |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927772       | 336.72      |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927682       | 107.46      |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927924       | 74.75       |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927881       | 568.32      |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927675       | 142.03      |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927678       | 1,610.76    |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927770       | 294.63      |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927769       | 220.80      |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927975       | 68.67       |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927733       | 29.75       |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927917       | 887.87      |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927677       | 514.10      |
| W1      | 00003703     | 02/20/2025 | BRODART CO                   | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927690       | 14.45       |

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| Bank ID | Check Number | Check Date | Vendor Name | Account Number |         | Transaction Desc               | Invoice    | Amount Paid |
|---------|--------------|------------|-------------|----------------|---------|--------------------------------|------------|-------------|
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book purchase 2/1/25   | B6927685   | 1,038.56    |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book 11/30/24          | B6899546   | 4,042.86    |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book Purchase 11/30/24 | B6899556   | 5,026.15    |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book purchase 1/25/25  | B6924351   | 90.25       |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book purchase 1/25/25  | B6924446   | 331.34      |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book vendor to purchas | B6924353   | 130.53      |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book purchase 1/25/25  | B6924368   | 346.65      |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book Purchase 1/18/25  | B6920587   | 24.88       |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book Purchase 1/18/25  | B6920781   | 20.25       |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book Purchase 1/18/25  | B6920678   | 43.90       |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book Purchase 1/18/25  | B6920816   | 44.02       |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book Purchase 1/18/25  | B6920488   | 247.09      |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book Purchase 1/18/25  | B6920839   | 61.58       |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book Purchase 1/18/25  | B6920607   | 1,383.00    |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book Purchase 1/18/25  | B6920609   | 815.12      |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book purchase 1/18/25  | B6920778   | 83.27       |
| W1      | 00003703     | 02/20/2025 | BRODART CO  | 2524662        | 4211200 | Library Book purchase 1/18/25  | B6920487   | 1,871.50    |
| W1      | 00003704     | 02/20/2025 | CDW LLC     | 2524662        | 4211000 | Receipt Printer for Library    | AC4784K    | 308.73      |
| W1      | 00003704     | 02/20/2025 | CDW LLC     | 1104190        | 4362001 | AWS Consumption - DEC24        | ZR00632820 | 1,283.40    |
| W1      | 00003704     | 02/20/2025 | CDW LLC     | 5304190        | 4404000 | R-Samsung Monitors             | AC4QA2L    | 419.43      |
| W1      | 00003704     | 02/20/2025 | CDW LLC     | 5304190        | 4404000 | R-Viewsonic Monitor            | AC5HG2U    | 358.01      |
| W1      | 00003704     | 02/20/2025 | CDW LLC     | 1100000        | 1430100 | OKTA SOFTWARE RENEWAL FY25-26  | AC6345Q    | 16,241.00   |
| W1      | 00003704     | 02/20/2025 | CDW LLC     | 1104190        | 4362001 | OKTA SOFTWARE RENEWAL FY24-25  | AC6345Q    | 11,601.60   |
| W1      | 00003704     | 02/20/2025 | CDW LLC     | 1104190        | 4212000 | Belkin 20ft Coil Handset Cord  | AC6YI9G    | 56.98       |
| W1      | 00003704     | 02/20/2025 | CDW LLC     | 1104190        | 4212000 | Proline Transceiver            | AC7F48U    | 391.80      |
| W1      | 00003704     | 02/20/2025 | CDW LLC     | 1104190        | 4212000 | HP414A Toner                   | AC6XI9D    | 1,032.53    |
| W1      | 00003704     | 02/20/2025 | CDW LLC     | 1104190        | 4212000 | Belkin Tablet Charging Station | AC6Y75Q    | 232.90      |

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|---------|--------------|------------|-------------------------------------|----------------|---------|-------------------------------|--------------|-------------|
| W1      | 00003704     | 02/20/2025 | CDW LLC                             | 1104190        | 4212000 | Kensington Keyboard, Adapters | AC62S3E      | 222.96      |
| W1      | 00003704     | 02/20/2025 | CDW LLC                             | 5304190        | 4404000 | APC Smart-up                  | AC6KS6K      | 6,036.52    |
| W1      | 00003705     | 02/20/2025 | CITY NET                            | 2264212        | 4309000 | DEC24 STREET OUTREACH         | 2024-1200121 | 22,281.21   |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1100000        | 3411700 | Licensing Revenue OC24        | AN0000003044 | -1,659.00   |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1100000        | 3411700 | Licensing Revenue NV24        | AN0000003057 | -2,360.00   |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1100000        | 3411700 | Licensing Revenue DE24        | AN0000003077 | -1,770.00   |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Shelter Care OC24             | AN0000003044 | 30,060.85   |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Field Services ACO OC24       | AN0000003044 | 23,899.20   |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Field Services ACO/OT OC24    | AN0000003044 | 929.03      |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Licensing Admin Fee OC24      | AN0000003044 | 1,180.08    |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | O&M OC24                      | AN0000003044 | 649.80      |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Shelter Care NV24             | AN0000003057 | 12,508.97   |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Field Services ACO NV24       | AN0000003057 | 23,899.20   |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Field Services ACO/OT NV24    | AN0000003057 | 2,662.03    |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Licensing Admin Fee NV24      | AN0000003057 | 1,227.76    |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | O&M NV24                      | AN0000003057 | 353.40      |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Shelter Care DE24             | AN0000003077 | 6,673.82    |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Field Services ACO DE24       | AN0000003077 | 23,899.20   |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Field Services ACO/OT DE24    | AN0000003077 | 3,287.34    |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | Licensing Admin Fee DE24      | AN0000003077 | 1,168.16    |
| W1      | 00003706     | 02/20/2025 | COUNTY OF RIVERSIDE ANIMAL SERVICES | 1104230        | 4309000 | O&M DE24                      | AN0000003077 | 250.80      |
| W1      | 00003707     | 02/20/2025 | DECKARD TECHNOLOGIES INC            | 1104422        | 4309000 | STR MONITORING-JAN 25         | 1905         | 5,783.33    |
| W1      | 00003708     | 02/20/2025 | DOUG WALL CONSTRUCTION INC          | 4004330        | 4400100 | Corp Yard Renovation Project  | 4286         | 12,405.10   |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                     | 2714491        | 4321500 | Print Ad - Healthy Living Spr | 10311        | 2,400.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                     | 2714491        | 4321500 | Outdoor BillBoard - Lamar     | 10311        | 2,200.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                     | 2714491        | 4321500 | Print Ads - Thermal Indy Car  | 10311        | 3,000.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                     | 2714491        | 4321500 | Street Activations: Banwango  | 10311        | 1,299.00    |

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|---------|--------------|------------|--------------------------------|----------------|---------|--------------------------------|---------|-------------|
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Sponsorship - Annuel Event     | 10311   | 5,000.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | E-Marketing: FB25 Newsletter   | 10311   | 2,200.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Website - FB25                 | 10311   | 250.00      |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Magazine Delivery - FB25       | 10311   | 250.00      |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Print Ads - PSL FB25           | 10311   | 4,395.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2424549        | 4309000 | Media Buy - Des Health JN/FB25 | 10309   | 892.00      |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2424549        | 4309000 | Account Mangement Retainer FB  | 10309   | 1,800.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2424549        | 4309000 | Public Relations - FB25        | 10309   | 300.00      |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2424549        | 4309000 | Social Media - FB25            | 10309   | 1,000.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2424549        | 4309000 | Facebook Campaign - JN25       | 10309   | 85.10       |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 1104430        | 4309000 | FB25 BUSINESS OUTREACH SVCS    | 10307   | 1,500.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Agency Fee JN25                | 10310   | 3,350.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Graphic Design: JN25           | 10310   | 1,100.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Social Media Retainer - JN25   | 10310   | 3,200.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Content Capture - JN25 Branded | 10310   | 1,500.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Content Capture - JN25 Merchan | 10310   | 1,500.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Public Relations - JN25        | 10310   | 500.00      |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Merchant Relations - JN25      | 10310   | 1,400.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Street Activations JN25        | 10310   | 1,200.00    |
| W1      | 00003709     | 02/20/2025 | FG CREATIVE INC                | 2714491        | 4321500 | Facebook Campaigns - JN25      | 10310   | 500.00      |
| W1      | 00003710     | 02/20/2025 | HIGH TECH IRRIGATION INC.      | 1104610        | 4332001 | R/M IRRIGATION SUPPLIES - CC   | 819775  | 636.96      |
| W1      | 00003710     | 02/20/2025 | HIGH TECH IRRIGATION INC.      | 1104611        | 4219000 | LANDSCAPE SUPPLIES - FREEDOM   | 820122  | 50.38       |
| W1      | 00003710     | 02/20/2025 | HIGH TECH IRRIGATION INC.      | 1104611        | 4332001 | R/M ELECT SUPPLIES - JOEMANN   | 820335  | 7.76        |
| W1      | 00003710     | 02/20/2025 | HIGH TECH IRRIGATION INC.      | 1104611        | 4332001 | R/M IRRIG SUPPLIES - JOE MANN  | 821125  | 18.85       |
| W1      | 00003711     | 02/20/2025 | HORIZON PROFESSIONAL LANDSCAPE | 2754686        | 4332100 | LMA 7 EXTRA WORK - PALOMA I    | 6785    | 1,500.00    |
| W1      | 00003711     | 02/20/2025 | HORIZON PROFESSIONAL LANDSCAPE | 2774373        | 4332100 | LMA7 EXTRA WORK - PP I/II      | 6787    | 8,195.00    |
| W1      | 00003712     | 02/20/2025 | HR GREEN PACIFIC INC           | 1104130        | 4301150 | ENGINEERING SERVICES DE24      | 183396A | 41,575.48   |

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|---------|--------------|------------|-------------------------------|----------------|---------|--------------------------------|---------------|-------------|
| W1      | 00003713     | 02/20/2025 | MIDWEST TAPE LLC              | 2524662        | 4362001 | Library Hoopla Streaming 1/25  | 506693845     | 1,057.07    |
| W1      | 00003713     | 02/20/2025 | MIDWEST TAPE LLC              | 2524662        | 4211200 | Library DVD Purchase 1/17/25   | 506629065     | 93.68       |
| W1      | 00003713     | 02/20/2025 | MIDWEST TAPE LLC              | 2524662        | 4211200 | Library DVD Purchase 1/24/25   | 506658420     | 43.16       |
| W1      | 00003713     | 02/20/2025 | MIDWEST TAPE LLC              | 2524662        | 4211200 | Library DVD Purchase 2/3/25    | 506701993     | 85.57       |
| W1      | 00003714     | 02/20/2025 | PFM ASSET MANAGEMENT LLC      | 1104159        | 4309000 | Invst. Mgmt. Svcs. for 10/2024 | 14535420      | 4,250.85    |
| W1      | 00003714     | 02/20/2025 | PFM ASSET MANAGEMENT LLC      | 1104159        | 4309000 | Invst. Mgmt. Svcs. for 11/2024 | 14561097      | 4,194.59    |
| W1      | 00003714     | 02/20/2025 | PFM ASSET MANAGEMENT LLC      | 1104159        | 4309000 | Invst. Mgmt. Svcs. for 12/2024 | 14590620      | 4,257.58    |
| W1      | 00003715     | 02/20/2025 | PUB Construction Inc          | 2424549        | 4400100 | TO0011637- PDAC IMPROVEMENTS   | 305501        | 37,070.00   |
| W1      | 00003716     | 02/20/2025 | PYE BAKER                     | 1104330        | 4309000 | R/M ALARM - CORPYARD           | 5904792       | 380.75      |
| W1      | 00003716     | 02/20/2025 | PYE BAKER                     | 1104330        | 4309000 | R/M ALARM - CORPYARD           | 5905535       | 200.00      |
| W1      | 00003717     | 02/20/2025 | Q3 CONSULTING                 | 1104159        | 4219100 | N. PD CITY LIMIT IMPRV DC25    | 34762         | 5,656.00    |
| W1      | 00003718     | 02/20/2025 | R DEPENDABLE CONSTRUCTION INC | 5100000        | 2060000 | RETENTION - ADA STATE BUILDING | RTNT-3620     | -3,235.50   |
| W1      | 00003718     | 02/20/2025 | R DEPENDABLE CONSTRUCTION INC | 5104361        | 4400100 | ADA UPGRADES - STATE BLDG      | 3620          | 64,710.00   |
| W1      | 00003719     | 02/20/2025 | RICHARDS WATSON & GERSHON INC | 1104121        | 4301500 | DC24 City Lgl                  | 251457        | 207.77      |
| W1      | 00003719     | 02/20/2025 | RICHARDS WATSON & GERSHON INC | 8714195        | 4301500 | DC24 HA LGL SVC                | 251455        | 1,394.46    |
| W1      | 00003719     | 02/20/2025 | RICHARDS WATSON & GERSHON INC | 8730000        | 2399100 | DC24 Arc Village LGL SVC       | 251455        | 66.40       |
| W1      | 00003719     | 02/20/2025 | RICHARDS WATSON & GERSHON INC | 8730000        | 2399100 | DC24 Palm Comm LGL SVC         | 251457        | 155.83      |
| W1      | 00003719     | 02/20/2025 | RICHARDS WATSON & GERSHON INC | 8734195        | 4301500 | DC24 HAF LGL SVC               | 251455        | 3,696.44    |
| W1      | 00003720     | 02/20/2025 | SG&H PARTNERS LP              | 4004159        | 4219100 | EMERG GRANT - SGH PARTNERS     | EMERREIMB-SGH | 97,233.00   |
| W1      | 00003721     | 02/20/2025 | STAPLES BUSINESS ADVANTAGE    | 2304220        | 4404000 | FURNITURE/CHAIR-FS 67          | 6022712881    | 118.51      |
| W1      | 00003721     | 02/20/2025 | STAPLES BUSINESS ADVANTAGE    | 2304220        | 4404000 | FURNITURE/CHAIR-FS 67          | 6022712882    | 118.51      |
| W1      | 00003721     | 02/20/2025 | STAPLES BUSINESS ADVANTAGE    | 2304220        | 4404000 | FURNITURE/CHAIR-FS 67          | 6022712883    | 118.51      |
| W1      | 00003721     | 02/20/2025 | STAPLES BUSINESS ADVANTAGE    | 2304220        | 4404000 | FURNITURE/CHAIR-FS 67          | 6022712884    | 118.51      |
| W1      | 00003721     | 02/20/2025 | STAPLES BUSINESS ADVANTAGE    | 2304220        | 4404000 | FURNITURE/CHAIR-FS 67          | 6022712885    | 118.51      |
| W1      | 00003721     | 02/20/2025 | STAPLES BUSINESS ADVANTAGE    | 1104422        | 4211000 | PORTABLE FILE BOX              | 6024082634    | 19.49       |
| W1      | 00003722     | 02/20/2025 | UNITY COURIER SERVICE         | 2524662        | 4309000 | Courier Service Svcs           | 17893         | 372.81      |
| W1      | 00003722     | 02/20/2025 | UNITY COURIER SERVICE         | 2524662        | 4309000 | UNITY COURIER SVC FOR LINK+    | 18448         | 376.11      |

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|---------|--------------|------------|--------------------------------|----------------|---------|--------------------------------|------------------|-------------|
| W1      | 00003723     | 02/20/2025 | VERIZON WIRELESS SERVICES LLC  | 1100000        | 2289950 | Verizon Cells Dec24-Jan25      | 6104314963       | 5,494.24    |
| W1      | 00003723     | 02/20/2025 | VERIZON WIRELESS SERVICES LLC  | 1100000        | 2289950 | Verizon MIFI Dec29-Jan28       | 6104698734       | 234.96      |
| W1      | 00003724     | 02/20/2025 | VINTAGE ASSOCIATES             | 4004674        | 4400100 | CC DOG PARK IMPROVEMENTS       | 234780           | 10,789.66   |
| W1      | 00003724     | 02/20/2025 | VINTAGE ASSOCIATES             | 4004674        | 4400100 | CC Dog Park Improvements       | 234780           | 44,442.40   |
| W1      | 00003725     | 02/20/2025 | WEX HEALTH INC                 | 1104154        | 4309000 | DEC24 COBRA Monthly            | 0002064378-IN    | 85.00       |
| W1      | 00003725     | 02/20/2025 | WEX HEALTH INC                 | 1104154        | 4309000 | JAN25 COBRA Monthly            | 0002099065-IN    | 111.00      |
| W1      | 00003726     | 02/20/2025 | WINGED SOLUTIONS INC           | 1104610        | 4332001 | JN25 CC PARK BIRD MITIGATION   | WS013125CP       | 913.50      |
| W1      | 02005775     | 02/20/2025 | ABRAHAM LINCOLN SCHOOL         | 1104800        | 4389201 | FY24/25 LINC. AFTER SCHOOL     | MOU YEAR 4 24/25 | 75,000.00   |
| W1      | 02005776     | 02/20/2025 | ACADEMY OF MUSICAL PERFORMANCE | 4364650        | 4321701 | El Paseo Ex dedication         | 272025           | 300.00      |
| W1      | 02005777     | 02/20/2025 | ALL STAR GLASS INC             | 1104331        | 4334000 | R/M FLEET #082 LEASED          | 2639201          | 469.87      |
| W1      | 02005778     | 02/20/2025 | ALLEY, JEFFREY LYNN            | 1104211        | 4306001 | COPS Donuts February Mtg.      | ALLEY 2.11.25    | 49.50       |
| W1      | 02005779     | 02/20/2025 | ANSER ADVISORY MANAGEMENT LLC  | 2354270        | 4400100 | FS 102 Const Mgmt Dec24 Svcs   | 29795            | 3,480.00    |
| W1      | 02005780     | 02/20/2025 | APWA                           | 1104134        | 4363000 | 2025 APWA MEMSHP DUES          | ID13437-YR25APWA | 1,034.00    |
| W1      | 02005780     | 02/20/2025 | APWA                           | 1104300        | 4363000 | 24/25 PW APWA MEMSHP DUES      | ID13437-YR25APWA | 3,615.00    |
| W1      | 02005781     | 02/20/2025 | BEST SIGNS INC.                | 2524662        | 4361000 | (2) Smooth Satin Aluminum grap | 98405            | 5,468.45    |
| W1      | 02005782     | 02/20/2025 | BLUE SHIELD OF CALIFORNIA      | 2300000        | 3412400 | EMS (8/23/24) RUN (659133)     | 2024129261       | 86.56       |
| W1      | 02005783     | 02/20/2025 | C A C E O                      | 1104422        | 4312000 | CACEO Module I_A. Ascencio     | 200032758        | 500.00      |
| W1      | 02005783     | 02/20/2025 | C A C E O                      | 1104422        | 4312000 | CACEO Module II_A. Ascencio    | 200032912        | 550.00      |
| W1      | 02005783     | 02/20/2025 | C A C E O                      | 1104422        | 4312000 | CACEO Module III_A. Ascencio   | 200032913        | 550.00      |
| W1      | 02005784     | 02/20/2025 | CAL STRIPE INC                 | 2134565        | 5000903 | SPEED CUSHIONS FOR NTMP        | 24038-03         | 13,537.50   |
| W1      | 02005784     | 02/20/2025 | CAL STRIPE INC                 | 2134565        | 5000903 | NEIGHBORHOOD TRAFFIC MGMT PROG | 24038-03         | 805.00      |
| W1      | 02005785     | 02/20/2025 | CAMERON NURSERY LLC            | 1104610        | 4332001 | PLANT MATERIAL - CC PARK       | 324152           | 147.62      |
| W1      | 02005786     | 02/20/2025 | CASH, PETTY-                   | 2524662        | 4211000 | JAN25 OFF SPLY REIMB. 1/4/25   | SPLY REIMB1.4.25 | 67.50       |
| W1      | 02005786     | 02/20/2025 | CASH, PETTY-                   | 2524662        | 4390000 | DEC 25 PROG REIMB. 12/29/25    | PROG REIMB 12.30 | 20.00       |
| W1      | 02005786     | 02/20/2025 | CASH, PETTY-                   | 2524662        | 4390000 | JAN 25 PROG REIMB. 1/2/25      | PROG REIMB1.2.25 | 29.08       |
| W1      | 02005787     | 02/20/2025 | CHARTER COMMUNICATIONS         | 1104190        | 4365000 | 2/01-2/28 CITY HALL INTERNET   | 189329401020125  | 114.71      |
| W1      | 02005788     | 02/20/2025 | CHRISTMAS KINGS                | 1104614        | 4391001 | SEASONAL LIGHTING AND DECOR    | 24-CPD-2         | 73,000.00   |

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|---------|--------------|------------|------------------------------|----------------|---------|--------------------------------|------------------|-------------|
| W1      | 02005788     | 02/20/2025 | CHRISTMAS KINGS              | 1104614        | 4391001 | SEASONAL LIGHTS - POLE DECOR   | 24-CPD-POLE1     | 35,000.00   |
| W1      | 02005789     | 02/20/2025 | CHUCK, BRAD                  | 1104300        | 4312000 | 2025 ANNUAL SFMA EXHIBITION-BC | REIMB-SFMA-BC    | 75.00       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 1104330        | 4351000 | 1052 CORPORATION YARD          | 315177847700JN25 | 729.18      |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 1104611        | 4351000 | 10364 HOVLEY SOCCER PARK       | 316695849222JN25 | 1,246.80    |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 1104614        | 4351000 | 1051 ST MEDIANS "4"            | 315175847702JN25 | 2,848.32    |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2734682        | 4351000 | 13 1050 PRIMROSE II            | 315173847700JN25 | 56.21       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754643        | 4351000 | 1 1050 DIAMONDBACK             | 315173847700JN25 | 261.33      |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754680        | 4351000 | 18 1050 MONTEREY MEADOWS       | 315173847700JN25 | 232.81      |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754681        | 4351000 | 17 1050 THE GLEN               | 315173847700JN25 | 41.59       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754682        | 4351000 | 2 1050 HOVLEY ESTATES          | 315173847700JN25 | 29.89       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754682        | 4351000 | 15 1050 HOVLEY ESTATES         | 315173847700JN25 | 33.79       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754683        | 4351000 | 22 1050 SONATA I               | 315173847700JN25 | 32.49       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754684        | 4351000 | 20 1050 SONATA II              | 315173847700JN25 | 83.73       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754685        | 4351000 | 16 1050 HOVLEY COLLECTION      | 315173847700JN25 | 32.49       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754685        | 4351000 | 21 1050 HOVLEY COLLECTION      | 315173847700JN25 | 29.89       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754686        | 4351000 | 5 1050 LA PALOMA I             | 315173847700JN25 | 29.89       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754686        | 4351000 | 19 1050 LA PALOMA I            | 315173847700JN25 | 35.09       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754687        | 4351000 | 6 1050 LA PALOMA II            | 315173847700JN25 | 64.98       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754693        | 4351000 | 3 1050 LA PALOMA III           | 315173847700JN25 | 37.69       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754694        | 4351000 | 7 1050 SANDPIPER               | 315173847700JN25 | 77.98       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754695        | 4351000 | 8 1050 SANDPIPER               | 315173847700JN25 | 67.58       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754696        | 4351000 | 4 1050 HOVLEY COURT WEST       | 315173847700JN25 | 48.09       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2754697        | 4351000 | 14 1050 PALM COURT             | 315173847700JN25 | 41.67       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2794374        | 4351000 | 12 1050 WARING COURT           | 315173847700JN25 | 35.09       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2804374        | 4351000 | 11 1050 PALM GATE              | 315173847700JN25 | 32.49       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2864374        | 4351000 | 10 1050 CANYON CREST           | 315173847700JN25 | 38.99       |
| W1      | 02005790     | 02/20/2025 | COACHELLA VALLEY WATER DIST. | 2994374        | 4351000 | 9 1050 PDCC                    | 315173847700JN25 | 178.75      |

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|---------|--------------|------------|------------------------------|----------------|---------|--------------------------------|------------------|-------------|
| W1      | 02005791     | 02/20/2025 | CONSOLIDATED ELECTRICAL      | 1104611        | 4332001 | R/M ELECT SUPPLIES - FREEDOM   | 5725-1148581     | 90.79       |
| W1      | 02005792     | 02/20/2025 | CSMFO                        | 1104150        | 4362000 | CSMFO Award Plate Fee          | 1258             | 50.00       |
| W1      | 02005793     | 02/20/2025 | DANIEL HURTADO               | 1104211        | 4311500 | REIMB MALIBU MILAGE- 1/22-1/24 | MALIBUFIRE MI-DH | 264.60      |
| W1      | 02005793     | 02/20/2025 | DANIEL HURTADO               | 1104211        | 4311500 | ICS CERT MILE 1/28-1/30/25     | HURTADO 1.28.25  | 255.78      |
| W1      | 02005793     | 02/20/2025 | DANIEL HURTADO               | 1104211        | 4312000 | REIMB MALIBU PER DIEM1/22-1/24 | MALIBUFIRE PD-DH | 215.00      |
| W1      | 02005794     | 02/20/2025 | DEPARTMENT OF INDUSTRIAL     | 5104195        | 4369500 | ELEVATOR PERMIT- Sheriff       | E2133228 SB      | 225.00      |
| W1      | 02005795     | 02/20/2025 | DESERT AIR CONDITIONING INC. | 5104195        | 4369602 | R/M HVAC SRVS - STATE BLDG     | 257095           | 614.57      |
| W1      | 02005796     | 02/20/2025 | DESERT ARC                   | 1104800        | 4306201 | FY2425 Desert Arc Sponsorship  | 88059            | 1,500.00    |
| W1      | 02005797     | 02/20/2025 | DESERT ELECTRIC SUPPLY       | 1104340        | 4331000 | R/M ELECT SUPPLIES - CITY HALL | S3248927.001     | 400.05      |
| W1      | 02005798     | 02/20/2025 | DESERT NAPA AUTO PARTS       | 1104250        | 4219000 | R/M TRAFFIC SUPPLIES           | 119080           | 65.68       |
| W1      | 02005799     | 02/20/2025 | DESERT OASIS HEALTHCARE      | 2300000        | 3412400 | EMS (5/29/2024) RUN (415574)   | 2024080458       | 490.38      |
| W1      | 02005799     | 02/20/2025 | DESERT OASIS HEALTHCARE      | 2300000        | 3412400 | EMS (10/16/2024) RUN (807653)  | 2024159569       | 603.68      |
| W1      | 02005800     | 02/20/2025 | DESERT ROSE SOCIETY          | 1104610        | 4332001 | 2025 CC ROSE GARDEN PRUNING    | 5080             | 975.00      |
| W1      | 02005801     | 02/20/2025 | DISCOVER PRODUCTS INC        | 1104210        | 4304200 | Subpoena No. RR2024-12-19-027  | RR2024-12-19-027 | 22.00       |
| W1      | 02005802     | 02/20/2025 | EDTECHNOLOGYFUNDS INC        | 2524662        | 4309000 | E-Rate Cat 2 Consult- Jan 2024 | 2643             | 960.00      |
| W1      | 02005803     | 02/20/2025 | ELLIE MADISON ROSS           | 6100000        | 2280100 | DEMO DEPOSIT RELEASE           | DEMO23-0015      | 24,000.00   |
| W1      | 02005804     | 02/20/2025 | FAIR HOUSING COUNCIL OF      | 2204800        | 4388000 | Jan 25 - Reimb #7 - CDBG       | 24-25 INV#7      | 2,441.84    |
| W1      | 02005805     | 02/20/2025 | FIESTA FORD                  | 1104331        | 4334000 | R/M FLEET #068 CITY OWNED      | 671563/1         | 2,080.19    |
| W1      | 02005806     | 02/20/2025 | FIRESTATIONFURNITURE.COM     | 4004330        | 4400100 | 2 RECLINERS - CORPORATION YARD | 7856             | 1,667.92    |
| W1      | 02005807     | 02/20/2025 | FRONTIER COMMUNICATIONS INC  | 2524662        | 4365000 | FEB25-LIBR EMERGENCY LINE      | 7603410732-FEB25 | 65.44       |
| W1      | 02005808     | 02/20/2025 | GALL'S LLC                   | 1104422        | 4214000 | VARIOUS CODE UNIFORM ITEMS     | 029620606        | 108.11      |
| W1      | 02005809     | 02/20/2025 | GLOBAL CTI GROUP INC.        | 1100000        | 1430100 | Mitel Maintenance Rnw1 FY2526  | 172482           | 5,698.50    |
| W1      | 02005809     | 02/20/2025 | GLOBAL CTI GROUP INC.        | 1104190        | 4362001 | Mitel Maintenance Rnw1 FY2425  | 172482           | 1,899.50    |
| W1      | 02005810     | 02/20/2025 | GLOBELITE TRAVEL MARKETING   | 1104417        | 4322100 | 2025-26 TRAVEL GUIDE TO CALIFO | 6025.13          | 6,950.00    |
| W1      | 02005811     | 02/20/2025 | GRANITE CONSTRUCTION CO INC. | 2130000        | 2060000 | RTNT 24251414/C47830           | 3-R              | -2,372.13   |
| W1      | 02005811     | 02/20/2025 | GRANITE CONSTRUCTION CO INC. | 2134670        | 5000202 | PD Link Ph 2 Const Svcs        | 3                | 47,442.40   |
| W1      | 02005812     | 02/20/2025 | HARNIK, JAN C.               | 1104110        | 4311500 | Harnik Mileage 01.2025         | MILEAGE 01.2025  | 275.80      |



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| W1      | 02005813     | 02/20/2025 | HERMANN DESIGN GROUP INC      | 4414195        | 4809200 | DESIGN SERVICES - DW GREENS    | 25012112        | 387.50      |
| W1      | 02005814     | 02/20/2025 | HOLISTIC SYSTEM INTEGRATION   | 1104421        | 4309000 | Principal Consultant-JA25      | INV-000124      | 14,000.00   |
| W1      | 02005815     | 02/20/2025 | IMPERIAL SPRINKLER SUPPLY     | 2814374        | 4332100 | FERTILIZER - THE GROVE         | 0019176520-001  | 64.07       |
| W1      | 02005816     | 02/20/2025 | IN-SITE LANDSCAPE             | 2204649        | 4400100 | DESIGN / ENG SRVS - PALMA      | 1461            | 1,000.00    |
| W1      | 02005817     | 02/20/2025 | INTERSTATE ALL BATTERY CENTER | 1104211        | 4306001 | COP Radio Batteries            | 1920701018868   | 368.51      |
| W1      | 02005818     | 02/20/2025 | ISA                           | 1104300        | 4363000 | 2025 ISA MEMB RENEWAL - RC     | 84065-RC2025    | 185.00      |
| W1      | 02005819     | 02/20/2025 | ISRAEL VALDEZ                 | 2300000        | 3412400 | EMS (12/7/2023) RUN (795390)   | 2023181907      | 200.00      |
| W1      | 02005820     | 02/20/2025 | KINCAID INDUSTRIES INC        | 1104610        | 4331000 | R/M PLUMBING - CC PARK         | 5436            | 636.59      |
| W1      | 02005820     | 02/20/2025 | KINCAID INDUSTRIES INC        | 1104611        | 4331000 | R/M PLUMBING - PALMA           | 5687            | 462.51      |
| W1      | 02005821     | 02/20/2025 | KNORR SYSTEMS INC             | 2424549        | 4331101 | JN25 MONTHLY POOL PM - PDAC    | 260255          | 2,970.00    |
| W1      | 02005822     | 02/20/2025 | LOCK SHOP INC.                | 1104800        | 4388500 | KEYS - ARTIST CENTER           | BB10562262      | 4.26        |
| W1      | 02005822     | 02/20/2025 | LOCK SHOP INC.                | 1104340        | 4219000 | KEYS - COUNCIL CHAMBERS        | BB10562461      | 48.16       |
| W1      | 02005822     | 02/20/2025 | LOCK SHOP INC.                | 1104610        | 4219000 | KEYS - CIVIC CENTER PARK       | BB10562504      | 69.77       |
| W1      | 02005822     | 02/20/2025 | LOCK SHOP INC.                | 1104611        | 4391000 | KEYS - COMMUNITY GARDENS       | BB10562510      | 88.36       |
| W1      | 02005823     | 02/20/2025 | LOCKS AROUND THE CLOCK INC    | 1104210        | 4304200 | Sheriff Open Safe - T250060079 | 58230           | 800.00      |
| W1      | 02005824     | 02/20/2025 | LOPEZ , CESAR                 | 1100000        | 1150100 | STORMWATER ADV LODG C. LOPEZ   | ADV LODG 0325CL | 372.46      |
| W1      | 02005824     | 02/20/2025 | LOPEZ , CESAR                 | 1100000        | 1150100 | STORMWATER ADV PARK C. LOPEZ   | ADV PARK 0325CL | 86.00       |
| W1      | 02005824     | 02/20/2025 | LOPEZ , CESAR                 | 1100000        | 1150100 | STORMWATER ADV PER D. C. LOPEZ | ADV PD 0325CL   | 215.00      |
| W1      | 02005824     | 02/20/2025 | LOPEZ , CESAR                 | 1100000        | 1150100 | STORMWATER ADV MILE C. LOPEZ   | ADV MILE 0325CL | 152.60      |
| W1      | 02005825     | 02/20/2025 | LOWE'S HOME CENTERS INC.      | 1104310        | 4219000 | SMALL TOOLS                    | 272119-012925   | 118.55      |
| W1      | 02005825     | 02/20/2025 | LOWE'S HOME CENTERS INC.      | 1104340        | 4219000 | SMALL TOOLS - CITY HALL        | 986780-012325   | 128.85      |
| W1      | 02005825     | 02/20/2025 | LOWE'S HOME CENTERS INC.      | 1104340        | 4219000 | R/M PAINT SUPPLIES - ACM       | 991603-020525   | 103.68      |
| W1      | 02005826     | 02/20/2025 | LSL CPAs                      | 1104151        | 4302000 | 2024 Govt Audit Completion     | 66804           | 1,545.00    |
| W1      | 02005826     | 02/20/2025 | LSL CPAs                      | 1104151        | 4302000 | 2024 Govt Audit Completion     | 66804           | 5,340.00    |
| W1      | 02005827     | 02/20/2025 | LUCID SOFTWARE INC            | 1100000        | 1430100 | Lucid Software Renewal FY2526  | 17837009        | 1,068.48    |
| W1      | 02005827     | 02/20/2025 | LUCID SOFTWARE INC            | 1104190        | 4362001 | Lucid Software Renewal FY2425  | 17837009        | 763.20      |
| W1      | 02005828     | 02/20/2025 | MARY M THISTLEWOOD            | 2300000        | 3412400 | EMS (9/14/24) RUN (724547)     | 2024142023      | 572.30      |

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| W1      | 02005829     | 02/20/2025 | MOLLER'S GARDEN CENTER     | 1104610        | 4332001 | INFILLS - ROSE GARDEN           | 624658           | 573.21      |
| W1      | 02005830     | 02/20/2025 | NATIONWIDE                 | 2300000        | 3412400 | EMS (1/13/24) RUN (27318)       | 2024006774       | 400.00      |
| W1      | 02005831     | 02/20/2025 | PALM DESERT ACE HARDWARE   | 1104310        | 4219000 | STREET MAINT SUPPLIES           | 249274           | 131.38      |
| W1      | 02005831     | 02/20/2025 | PALM DESERT ACE HARDWARE   | 1104340        | 4219000 | JANITORIAL SUPPLIES - CH        | 249375           | 58.56       |
| W1      | 02005831     | 02/20/2025 | PALM DESERT ACE HARDWARE   | 1104610        | 4219000 | SMALL TOOLS - CC PARK           | 249251           | 19.58       |
| W1      | 02005831     | 02/20/2025 | PALM DESERT ACE HARDWARE   | 1104611        | 4219000 | SMALL TOOLS - WCS               | 249265           | 36.39       |
| W1      | 02005831     | 02/20/2025 | PALM DESERT ACE HARDWARE   | 1104614        | 4337001 | SMALL TOOLS                     | 249210           | 49.52       |
| W1      | 02005832     | 02/20/2025 | PALM DESERT CHARTER        | 1104800        | 4389201 | FY24/25 PDCMS AFTER SCHOOL      | MOU YEAR 4 24/25 | 75,000.00   |
| W1      | 02005833     | 02/20/2025 | PALMER ELECTRIC            | 2204649        | 4400100 | PALMA VILLAGE PARK LIGHTING     | 6289             | 909.44      |
| W1      | 02005833     | 02/20/2025 | PALMER ELECTRIC            | 1104610        | 4332100 | R/M ELECT - CIVIC CENTER PARK   | 6234             | 2,236.56    |
| W1      | 02005833     | 02/20/2025 | PALMER ELECTRIC            | 1104610        | 4332100 | R/M ELECT - CIVIC CENTER PARK   | 6260             | 2,019.46    |
| W1      | 02005833     | 02/20/2025 | PALMER ELECTRIC            | 1104611        | 4332501 | R/M ELECTRIC - FREEDOM PARK     | 6241             | 4,177.99    |
| W1      | 02005833     | 02/20/2025 | PALMER ELECTRIC            | 1104611        | 4332501 | R/M ELECTRIC - IRONWOOD PARK    | 6294             | 948.44      |
| W1      | 02005833     | 02/20/2025 | PALMER ELECTRIC            | 1104614        | 4332501 | R/M ELECT - MEDIANS             | 6176             | 8,650.41    |
| W1      | 02005833     | 02/20/2025 | PALMER ELECTRIC            | 2204649        | 4400100 | PALMA VILLAGE PARK LIGHTING     | 6236             | 377.73      |
| W1      | 02005834     | 02/20/2025 | PARK CONSULTING GROUP INC. | 1104190        | 4390000 | JAN25 LMS Advisory & Impl Svcs  | 868              | 33,820.00   |
| W1      | 02005835     | 02/20/2025 | PBK ARCHITECTS INC         | 2304220        | 4400200 | FS33 Architectual Jan25 Svcs    | 5                | 13,950.00   |
| W1      | 02005835     | 02/20/2025 | PBK ARCHITECTS INC         | 2304220        | 4400200 | FS71 Architectual Jan25 Svcs    | 5                | 13,950.00   |
| W1      | 02005835     | 02/20/2025 | PBK ARCHITECTS INC         | 2354270        | 4400100 | FS 102 Architectual Jan25 Svcs  | 17               | 22,000.00   |
| W1      | 02005836     | 02/20/2025 | POWELL, ERICA              | 4364650        | 4219000 | Awards for Art & Essay Contest  | ZX85TFQ1         | 407.71      |
| W1      | 02005836     | 02/20/2025 | POWELL, ERICA              | 4364650        | 4321701 | Sup for El Paseo Exh Dedicatio  | ZX85TFQ1         | 78.57       |
| W1      | 02005836     | 02/20/2025 | POWELL, ERICA              | 4364650        | 4321701 | Sup for El Paseo Exh Dedicatio  | ZX85TFQ1         | 181.08      |
| W1      | 02005837     | 02/20/2025 | QUINTANILLA, KARINA        | 1104110        | 4311500 | Quintanilla Mileage 01.2025     | MILEAGE 01.25    | 12.18       |
| W1      | 02005838     | 02/20/2025 | R & R Towing               | 1104422        | 4305500 | REMOVAL OF ABANDONED VEHICLE    | 61530            | 185.00      |
| W1      | 02005839     | 02/20/2025 | SELBERT PERKINS DESIGN INC | 2134300        | 5000910 | WAYFINDING MASTER PLAN          | 250067           | 500.00      |
| W1      | 02005840     | 02/20/2025 | SLADDEN ENGINEERING        | 2204649        | 4400100 | DEPUTY INSP SRVS - PALMA        | 55715            | 580.00      |
| W1      | 02005841     | 02/20/2025 | SOULE, THOMAS              | 1104417        | 4311500 | Preview of PDFFood&Wine 1.19.25 | TS MILE 1.19.25  | 3.50        |

## City of Palm Desert

## Check Register

2/20/2025 - 2/28/2025

| Bank ID | Check Number | Check Date | Vendor Name                | Account Number |         | Transaction Desc                | Invoice          | Amount Paid |
|---------|--------------|------------|----------------------------|----------------|---------|---------------------------------|------------------|-------------|
| W1      | 02005841     | 02/20/2025 | SOULE, THOMAS              | 1104417        | 4312000 | Preview of PDFFood&Wine 1.19.25 | TS LDG 1.19.25   | 421.82      |
| W1      | 02005841     | 02/20/2025 | SOULE, THOMAS              | 1104417        | 4312000 | Preview of PDFFood&Wine 1.19.25 | TS PDM 1.19.25   | 230.00      |
| W1      | 02005841     | 02/20/2025 | SOULE, THOMAS              | 1104417        | 4312000 | Preview of PDFFood&Wine 1.19.25 | TS AIR 1.19.25   | 736.37      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | PD SRV AREA 19 LS-1-E           | 700400365524JN25 | 3,000.22    |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | (14) SHEPHERD N/O CHINOOK       | 700413950271JN25 | 14.99       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | (16) A STREET S/O 42ND          | 700413950271JN25 | 28.88       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | (21) DAISY/SHEPARD              | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | (28) ALPINE / SHEPHERD          | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | (29)(SHEPARD LANE/SHOLAR L      | 700413950271JN25 | 28.88       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | (32) (JERI LANE)                | 700413950271JN25 | 14.99       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | (33) SHEPHERD /PORTOLA          | 700413950271JN25 | 14.99       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | (34) PETUNIA II (WINDFLOWER/SH  | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | (35) COLLEGE VIEW III (ACAD/SH  | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | TRAFFIC LAMPS LS-2              | 700524045271JN25 | 334.77      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | STREET LITES LS-3               | 600001510277JN25 | 10,145.97   |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104250        | 4351400 | 42991 1/2 SAN PABLO             | 700653799848JN25 | 151.15      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104340        | 4351400 | 73510 FW CITY HALL              | 700116008610JN25 | 8,063.20    |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104344        | 4351400 | 45480 PORTOLA CC                | 700418878578JN25 | 820.84      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104610        | 4351400 | 73710 FW PUMPSTATION            | 700169234934JN25 | 5,566.83    |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104611        | 4351400 | 35981 1/2 - 7600 1/2 COLLEGE    | 700871754303JN25 | 150.95      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104614        | 4351400 | 43980 1/2 SAN PABLO RD          | 700339281893JN25 | 9,965.29    |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 1104614        | 4351400 | 43556 1/2 SAN PABLO             | 700654070741JN25 | 237.16      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2424549        | 4351400 | 73751 MAGNESIA FALLS DR POOL    | 700019219986JN25 | 9,711.29    |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2724374        | 4351400 | (6) PARKVIEW ESTATES            | 700413950271JN25 | 456.30      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2734680        | 4351400 | (7) DESERT MIRAGE/COOK          | 700413950271JN25 | 72.96       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2734681        | 4351400 | (8) SANDCASTLES                 | 700413950271JN25 | 165.83      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2734682        | 4351400 | (12) HOVLEY/HEMMINGWAY          | 700413950271JN25 | 19.58       |

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**Check Register**

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| Bank ID | Check Number | Check Date | Vendor Name                | Account Number |         | Transaction Desc               | Invoice          | Amount Paid |
|---------|--------------|------------|----------------------------|----------------|---------|--------------------------------|------------------|-------------|
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2754643        | 4351400 | (25) DIAMONDBACK               | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2754680        | 4351400 | (1) MONTEREY / MEAD. ASSMT     | 700413950271JN25 | 72.38       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2754683        | 4351400 | (3) SONATA-HOVLEY              | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2754684        | 4351400 | (4) HOVLEY-POSADA-FONDA        | 700413950271JN25 | 29.99       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2754685        | 4351400 | (10) HOVLEY COLLECTION         | 700413950271JN25 | 29.99       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2754686        | 4351400 | (13) AVE ARCADIA/HOVLEY        | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2754687        | 4351400 | (17) AVE. ROSARIO/HOVLEY       | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2754694        | 4351400 | (22) HOVLEY LN/SANDPIPER       | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2754695        | 4351400 | (23) HOVLEY LN/SANDPIPER W     | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2754696        | 4351400 | (24) 40764 HOVLEY CT           | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2754697        | 4351400 | (18) PALM CT/HOVLEY LN         | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2764374        | 4351400 | (2) HAYSTACK LIGHTING DIST.    | 700413950271JN25 | 33.11       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2784374        | 4351400 | (5) VINEYARDS                  | 700413950271JN25 | 119.38      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2814374        | 4351400 | (9) GROVE                      | 700413950271JN25 | 352.67      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2854374        | 4351400 | (19) FRANK SINATRA W/O PORTOLA | 700413950271JN25 | 29.99       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2874374        | 4351400 | (20) COLLEGE VIEW/SHEPPARD     | 700413950271JN25 | 28.88       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2874681        | 4351400 | (30) SUNDANCE W (KIKIPELLI/S   | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2874682        | 4351400 | (26) PETUNIA I (PETUNIA/SHEP   | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2874682        | 4351400 | (27) PETUNIA I (W PETUNIA/SHEP | 700413950271JN25 | 14.44       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2874683        | 4351400 | (31) SUNDANCE E (CHINOOK/      | 700413950271JN25 | 14.99       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2994374        | 4351400 | (11) PALM DESERT C.C.          | 700413950271JN25 | 3,224.33    |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2994374        | 4351400 | (15) MICHIGAN / CA             | 700413950271JN25 | 104.79      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 5104195        | 4351400 | 73710 FW DR STE 116            | 700339417188JN25 | 193.03      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 5104195        | 4351400 | 73720 FW STE 100A              | 700066496069JN25 | 1,159.72    |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 5104195        | 4351400 | 73710 FW STE200                | 700835292306JN25 | 1,147.25    |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 5104195        | 4369601 | 73710 FW STE 204               | 700905148268JN25 | 141.55      |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON | 2734680        | 4351000 | (3) Desert Mirage (38601 Cook) | 700017585033JN25 | 19.67       |

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| Bank ID | Check Number | Check Date | Vendor Name                       | Account Number |         | Transaction Desc               | Invoice          | Amount Paid |
|---------|--------------|------------|-----------------------------------|----------------|---------|--------------------------------|------------------|-------------|
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2734682        | 4351000 | (4) Primrose (75530 Hovley)    | 700017585033JN25 | 15.20       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754680        | 4351000 | (21) Monterey Meadows (73100 H | 700017585033JN25 | 15.23       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754681        | 4351000 | (20) The Glen (40730 M)        | 700017585033JN25 | 15.40       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754682        | 4351000 | (18) Hovley Estates (40962 C / | 700017585033JN25 | 34.95       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754683        | 4351000 | (19) Sonata I (40794)          | 700017585033JN25 | 15.78       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754684        | 4351000 | (5) Sonata II (73500 Hovley)   | 700017585033JN25 | 16.04       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754685        | 4351000 | (7) Hovley Collection (73145 H | 700017585033JN25 | 30.80       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754686        | 4351000 | (8) La Paloma I (40970 A/73625 | 700017585033JN25 | 30.38       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754687        | 4351000 | (10) La Paloma II (40970 Rosar | 700017585033JN25 | 15.40       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754693        | 4351000 | (14) La Paloma III (40741 Sola | 700017585033JN25 | 15.40       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754694        | 4351000 | (11) Sandpiper (40751 / 40972) | 700017585033JN25 | 30.80       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754695        | 4351000 | (12) Sandpiper West (40753 / 4 | 700017585033JN25 | 31.18       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2754696        | 4351000 | (13) Hovley West (40762 Hov)   | 700017585033JN25 | 15.56       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2764374        | 4351000 | (1) Canyon Cove (Calliandra)   | 700017585033JN25 | 35.55       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2774373        | 4351400 | (22) Presidents Plaza E/W      | 700017585033JN25 | 1,589.31    |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2784374        | 4351000 | (2) Vineyards (43430 Stony)    | 700017585033JN25 | 15.40       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2814374        | 4351000 | (6) The Grove (44225 Deep Cyn) | 700017585033JN25 | 32.56       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2824373        | 4351400 | (15) Presidents Plaza III (731 | 700017585033JN25 | 1,117.06    |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2824373        | 4351400 | (23) Presidents Plaza III (731 | 700017585033JN25 | 94.00       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2834374        | 4351000 | (17) Portola Place (44221)     | 700017585033JN25 | 15.40       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2854374        | 4351000 | (9) Kaufman/Broad (73502 FS)   | 700017585033JN25 | 16.29       |
| W1      | 02005842     | 02/20/2025 | SOUTHERN CALIFORNIA EDISON        | 2994374        | 4351000 | (16) Palm Desert CC (77925 Sta | 700017585033JN25 | 25.35       |
| W1      | 02005843     | 02/20/2025 | SOUTHERN PACIFIC CONSTRUCTION INC | 2300000        | 2060000 | RTNT FS 67 RESTROOM RENO       | RTNT-PP001       | -4,719.78   |
| W1      | 02005843     | 02/20/2025 | SOUTHERN PACIFIC CONSTRUCTION INC | 2304220        | 4400100 | FS #67 - RESTROOM RENOVATION   | PP001            | 94,395.56   |
| W1      | 02005844     | 02/20/2025 | STERLING ADMINISTRATION           | 1104154        | 4309000 | Dec24 Admin Fees DCA & FSA     | 832430           | 171.50      |
| W1      | 02005844     | 02/20/2025 | STERLING ADMINISTRATION           | 1104154        | 4309000 | Jan25 Admin Fees DCA & FSA     | 839580           | 185.50      |
| W1      | 02005845     | 02/20/2025 | SWANA-SOLID WASTE ASSOCIATION NA  | 2364195        | 4363000 | Membership dues LMoctezuma     | 2026-1971441     | 385.00      |

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| Bank ID | Check Number | Check Date | Vendor Name                 | Account Number |         | Transaction Desc               | Invoice         | Amount Paid |
|---------|--------------|------------|-----------------------------|----------------|---------|--------------------------------|-----------------|-------------|
| W1      | 02005846     | 02/20/2025 | T-MOBILE USA INC            | 1104210        | 4304200 | Sheriff GPS Locate-T243550118  | 9593351463      | 165.00      |
| W1      | 02005847     | 02/20/2025 | TAG/AMS INC.                | 1104154        | 4305600 | Jan25 DOT/Random Drug Tests    | 2552            | 415.00      |
| W1      | 02005848     | 02/20/2025 | TEK TIME SYSTEMS            | 1104111        | 4333000 | City Clerk Time Stamp Ribbon   | 3579            | 48.65       |
| W1      | 02005849     | 02/20/2025 | TENORIO, IVAN               | 1104130        | 4312000 | PARKING REIMB. CDBG 1.28.25    | TENORIO CDBG- P | 17.00       |
| W1      | 02005849     | 02/20/2025 | TENORIO, IVAN               | 1104130        | 4312000 | MEALS REIMB. CDBG 1.28.25      | TENORIO CDBG-M  | 13.95       |
| W1      | 02005850     | 02/20/2025 | THOMPSON, DEBBIE L          | 1100000        | 1430100 | Art Essay Awards- Gift Cards   | ADV TARGET      | 2,870.00    |
| W1      | 02005851     | 02/20/2025 | TKE ENGINEERING INC         | 1104130        | 4301150 | DEC24 ENG/LD GEN ENG SRVS      | 2024-1769       | 2,592.50    |
| W1      | 02005852     | 02/20/2025 | TOWMEDIC INC                | 1104210        | 4304200 | Sheriff Towing-T243170053      | 14703           | 240.00      |
| W1      | 02005852     | 02/20/2025 | TOWMEDIC INC                | 1104210        | 4304200 | Sheriff Towing-T243010059      | 14575           | 240.00      |
| W1      | 02005852     | 02/20/2025 | TOWMEDIC INC                | 1104210        | 4304200 | Sheriff Towing-T250080118      | 25-15323        | 240.00      |
| W1      | 02005853     | 02/20/2025 | TOWNSEND PUBLIC AFFAIRS INC | 1104159        | 4309000 | FEB25 Grant Writing & Advoc    | 22940           | 9,000.00    |
| W1      | 02005854     | 02/20/2025 | TRI STAR CONTRACTING II INC | 1104159        | 4219100 | TO007976-SECTION 29 BASIN      | 020524-2G-3     | 130,362.68  |
| W1      | 02005854     | 02/20/2025 | TRI STAR CONTRACTING II INC | 4004159        | 4219100 | TO0013909 SECTION 29 CLEAN UP  | 020524-2G-3     | 34,096.21   |
| W1      | 02005855     | 02/20/2025 | U S POSTMASTER              | 1104417        | 4302600 | FY 24/25 BRIGHTSIDE MR/AP25    | BRIGHTSIDE MR25 | 7,605.14    |
| W1      | 02005856     | 02/20/2025 | U.S CAD                     | 1100000        | 1430100 | BLUEBEAM SOFTWARE RNWL FY2526  | INV67791        | 12,633.33   |
| W1      | 02005856     | 02/20/2025 | U.S CAD                     | 1104190        | 4362001 | BLUEBEAM SOFTWARE RNWL FY2425  | INV67791        | 6,316.67    |
| W1      | 02005857     | 02/20/2025 | UCR EXTENSION               | 2524662        | 4390000 | Auditorium Rental for Author   | 1533739         | 932.50      |
| W1      | 02005858     | 02/20/2025 | CALIFORNIA STATE UNIVERSITY | 4254430        | 4395000 | Q4 iHUB SERVS. OCT - DEC 2024  | SP0013663       | 43,750.00   |
| W1      | 02005859     | 02/20/2025 | WATERLINE TECHNOLOGIES INC  | 2424549        | 4211100 | CHEMICALS - AQUATIC CENTER     | 5725034         | 1,692.87    |
| W1      | 02005860     | 02/20/2025 | WAXIE                       | 5104195        | 4369602 | JANITORIAL SUPPLIES - STATE    | 83025870        | 49.51       |
| W1      | 02005861     | 02/20/2025 | WHITE CAP LP                | 1104310        | 4332000 | R/M STREET MATERIALS - STREETS | 50029969524     | 1,423.40    |
| W1      | 02005861     | 02/20/2025 | WHITE CAP LP                | 1104611        | 4219000 | SAFETY HARD HATS - LANDSCAPE   | 50029895858     | 143.51      |
| W1      | 02005861     | 02/20/2025 | WHITE CAP LP                | 1104611        | 4219000 | LANDSCAPE SUPPLIES - FREEDOM   | 50024770081CM   | -116.77     |
| W1      | 02005862     | 02/20/2025 | WITTMAN ENTERPRISES LLC     | 2304220        | 4309000 | FY 24/25 EMS BILLING SERVICES  | 25010547        | 24,384.00   |
| W1      | 02005863     | 02/20/2025 | XEROX FINANCIAL SERVICES    | 1104190        | 4342000 | 1/20-2/19 Xerox Lease          | 6761236         | 258.07      |
| W1      | 02005864     | 02/20/2025 | XPRESS GRAPHICS             | 2524662        | 4361000 | Gobi bookmarks                 | 25-67987        | 123.26      |
| W1      | 02005864     | 02/20/2025 | XPRESS GRAPHICS             | 2134300        | 5000910 | VISION ZERO HANDOUTS           | 25-68195        | 63.70       |

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| Bank ID | Check Number | Check Date | Vendor Name     | Account Number |         | Transaction Desc | Invoice  | Amount Paid |
|---------|--------------|------------|-----------------|----------------|---------|------------------|----------|-------------|
| W1      | 02005864     | 02/20/2025 | XPRESS GRAPHICS | 1104159        | 4309300 | Measure G Flyers | 25-68494 | 217.94      |

Audited and Found Correct  
  
BE46E4E325A44A2  
Director of Finance

Examined and Approved  
  
DC37D0D20CC44D4  
Mayor or Mayor Pro-Tem

Signed by  
  
437BBF489E4E43B...

Examined and Approved  
City Manager

Total For Bank ID - W1  
  
1,570,424.59





## City of Palm Desert

**Check Register**

2/24/2025 - 2/24/2025

| Bank ID | Check Number | Check Date | Vendor Name                | Account Number |         | Transaction Desc             | Invoice     | Amount Paid |
|---------|--------------|------------|----------------------------|----------------|---------|------------------------------|-------------|-------------|
| W1      | 00003727     | 02/24/2025 | DELTA DENTAL OF CALIFORNIA | 1100000        | 1150300 | Dental 1353                  | BE006384938 | -21.74      |
| W1      | 00003727     | 02/24/2025 | DELTA DENTAL OF CALIFORNIA | 1100000        | 1150300 | Dental 1355                  | BE006384938 | -21.74      |
| W1      | 00003727     | 02/24/2025 | DELTA DENTAL OF CALIFORNIA | 1100000        | 1150300 | Dental 1195                  | BE006384938 | 43.47       |
| W1      | 00003727     | 02/24/2025 | DELTA DENTAL OF CALIFORNIA | 1100000        | 1150300 | Dental 9013                  | BE006384938 | 138.39      |
| W1      | 00003727     | 02/24/2025 | DELTA DENTAL OF CALIFORNIA | 1100000        | 1150300 | Dental 1239                  | BE006384938 | -138.39     |
| W1      | 00003727     | 02/24/2025 | DELTA DENTAL OF CALIFORNIA | 1100000        | 1150300 | Dental 1322                  | BE006384938 | -43.49      |
| W1      | 00003727     | 02/24/2025 | DELTA DENTAL OF CALIFORNIA | 1100000        | 1150300 | Dental 1351                  | BE006384938 | 81.96       |
| W1      | 00003727     | 02/24/2025 | DELTA DENTAL OF CALIFORNIA | 1100000        | 1150300 | Dental 1107                  | BE006384938 | -138.39     |
| W1      | 00003727     | 02/24/2025 | DELTA DENTAL OF CALIFORNIA | 1100000        | 2160900 | Delta Dental Premium 01/2025 | BE006384938 | 14,544.37   |
| W1      | 00003727     | 02/24/2025 | DELTA DENTAL OF CALIFORNIA | 1100000        | 3799100 | Dental Rounding              | BE006384938 | 0.02        |
| W1      | 00003727     | 02/24/2025 | DELTA DENTAL OF CALIFORNIA | 1104150        | 4112400 | Dental 1255                  | BE006384938 | 138.39      |
| W1      | 00003728     | 02/24/2025 | VISION SERVICE PLAN INC.   | 1100000        | 1150300 | VSP 1239                     | 821907026   | -31.81      |
| W1      | 00003728     | 02/24/2025 | VISION SERVICE PLAN INC.   | 1100000        | 1150300 | VSP 1322                     | 821907026   | -31.81      |
| W1      | 00003728     | 02/24/2025 | VISION SERVICE PLAN INC.   | 1100000        | 1150300 | VSP 1351                     | 821907026   | 31.81       |
| W1      | 00003728     | 02/24/2025 | VISION SERVICE PLAN INC.   | 1100000        | 1150300 | VSP 1107                     | 821907026   | -31.81      |
| W1      | 00003728     | 02/24/2025 | VISION SERVICE PLAN INC.   | 1100000        | 1150300 | VSP 1195                     | 821907026   | 31.81       |
| W1      | 00003728     | 02/24/2025 | VISION SERVICE PLAN INC.   | 1100000        | 2161400 | VSP Premium 01/2025          | 821907026   | 4,389.79    |
| W1      | 00003728     | 02/24/2025 | VISION SERVICE PLAN INC.   | 1104150        | 4112400 | VSP 1255                     | 821907026   | 31.81       |
| W1      | 00003728     | 02/24/2025 | VISION SERVICE PLAN INC.   | 1104310        | 4112400 | VSP 1353                     | 821907026   | -15.91      |
| W1      | 00003728     | 02/24/2025 | VISION SERVICE PLAN INC.   | 1104310        | 4112400 | VSP 1355                     | 821907026   | -15.91      |

City of Palm Desert  
**Check Register**  
2/24/2025 - 2/24/2025

| Bank ID                                                                                            | Check Number | Check Date | Vendor Name                                                                                       | Account Number | Transaction Desc                                                                          | Invoice | Amount Paid            |
|----------------------------------------------------------------------------------------------------|--------------|------------|---------------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------------|---------|------------------------|
| Audited and Found Correct                                                                          |              |            | Examined and Approved                                                                             |                | Examined and Approved                                                                     |         | Total For Bank ID - W1 |
| <div>Signed by:<br/><i>Veronica Chavez</i><br/>DE45F4F325A4A2</div> <div>Director of Finance</div> |              |            | <div>Signed by:<br/><i>Jan Hornik</i><br/>DC37D0D20CC44D4</div> <div>Mayor or Mayor Pro-Tem</div> |                | <div>Signed by:<br/><i>Todd Hileman</i><br/>CE3F366233F0405</div> <div>City Manager</div> |         | 18,940.82              |

## City of Palm Desert

**Check Register**

2/27/2025 - 2/27/2025

| Bank ID | Check Number | Check Date | Vendor Name                   | Account Number |         | Transaction Desc               | Invoice          | Amount Paid  |
|---------|--------------|------------|-------------------------------|----------------|---------|--------------------------------|------------------|--------------|
| W1      | 00003730     | 02/27/2025 | AETNA RESOURCES FOR LIVING    | 1104154        | 4309000 | JN25 EMPLOYEE ASSISTANCE PRGM  | E0333837         | 173.75       |
| W1      | 00003731     | 02/27/2025 | BMW MOTORCYCLE OF RIVERSIDE   | 1104210        | 4334000 | 24/25 POLICE MTRCYCLE REP/MAIN | 6038065          | 2,942.30     |
| W1      | 00003731     | 02/27/2025 | BMW MOTORCYCLE OF RIVERSIDE   | 1104210        | 4334000 | 24/25 POLICE MTRCYCLE REP/MAIN | 6037879          | 10,499.01    |
| W1      | 00003732     | 02/27/2025 | BRODART CO                    | 2524662        | 4211200 | Library Book Purchase 2/8/25   | B6931076         | 18.33        |
| W1      | 00003732     | 02/27/2025 | BRODART CO                    | 2524662        | 4211200 | Library Book Purchase 2/8/25   | B6931048         | 1,252.83     |
| W1      | 00003732     | 02/27/2025 | BRODART CO                    | 2524662        | 4211200 | Library Book Purchase 2/8/25   | B6931455         | 104.31       |
| W1      | 00003732     | 02/27/2025 | BRODART CO                    | 2524662        | 4211200 | Library Book Purchase 2/8/25   | B6931065         | 39.38        |
| W1      | 00003732     | 02/27/2025 | BRODART CO                    | 2524662        | 4211200 | Library Book Purchase 2/8/25   | B6931077         | 136.00       |
| W1      | 00003732     | 02/27/2025 | BRODART CO                    | 2524662        | 4211200 | Library Book purchase 2/8/25   | B6931444         | 306.00       |
| W1      | 00003732     | 02/27/2025 | BRODART CO                    | 2524662        | 4211200 | Library Book purchase 2/8/25   | B6931057         | 59.10        |
| W1      | 00003732     | 02/27/2025 | BRODART CO                    | 2524662        | 4211200 | Library Book purchase 2/8/25   | B6931383         | 219.54       |
| W1      | 00003732     | 02/27/2025 | BRODART CO                    | 2524662        | 4211200 | Library Book purchase 2/8/25   | B6931385         | 59.34        |
| W1      | 00003732     | 02/27/2025 | BRODART CO                    | 2524662        | 4211200 | Library Book purchase 2/8/25   | B6931486         | 54.48        |
| W1      | 00003732     | 02/27/2025 | BRODART CO                    | 2524662        | 4211200 | Library Book purchase 2/8/25   | B6931382         | 46.27        |
| W1      | 00003733     | 02/27/2025 | BURRTEC                       | 6100000        | 2282600 | Tax Roll Payment               | INV-01-27-2025   | 2,280,975.20 |
| W1      | 00003733     | 02/27/2025 | BURRTEC                       | 6100000        | 2282600 | Franchise Fee                  | INV-01-27-2025   | -91,239.02   |
| W1      | 00003733     | 02/27/2025 | BURRTEC                       | 6100000        | 2282600 | Admn Fee                       | INV-01-27-2025   | -31,097.01   |
| W1      | 00003733     | 02/27/2025 | BURRTEC                       | 6100000        | 2282600 | Recycle Fee                    | INV-01-27-2025   | -114,409.86  |
| W1      | 00003733     | 02/27/2025 | BURRTEC                       | 6100000        | 2282600 | Vehicle Impact Fee             | INV-01-27-2025   | -93,519.98   |
| W1      | 00003734     | 02/27/2025 | CITY EMPLOYEES ASSOCIATES LLC | 1100000        | 2161300 | PDEO DUES through 02/2025      | PDEO FEBRUARY 25 | 1,545.00     |
| W1      | 00003735     | 02/27/2025 | CM WASH EQUIPMENT             | 5304310        | 4403000 | POWER WASHER DEPOSIT           | 32784            | 13,326.33    |
| W1      | 00003736     | 02/27/2025 | County of Riverside Sheriff   | 1104210        | 4309203 | 11/14-12/11 RSO Law Enforce DT | SH0000047444     | 549,474.31   |
| W1      | 00003736     | 02/27/2025 | County of Riverside Sheriff   | 1104210        | 4309204 | 11/14-12/11 RSO Law Enforce OT | SH0000047444     | 35,566.21    |
| W1      | 00003736     | 02/27/2025 | County of Riverside Sheriff   | 1104210        | 4304000 | 11/14-12/11 Law Enforcement Sv | SH0000047444     | 966,614.96   |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST           | 1104331        | 4334000 | 234LD4 FLEET MAINT             | FBN5262093       | 136.25       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST           | 1104331        | 4334000 | 22V3PJ FLEET MAINT             | FBN5262093       | 111.83       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST           | 1104331        | 4334000 | 22V3QC FLEET MAINT             | FBN5262093       | 110.20       |

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City and Housing

## City of Palm Desert

**Check Register**

2/27/2025 - 2/27/2025

| Bank ID | Check Number | Check Date | Vendor Name         | Account Number |         | Transaction Desc   | Invoice    | Amount Paid |
|---------|--------------|------------|---------------------|----------------|---------|--------------------|------------|-------------|
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22V3RD FLEET MAINT | FBN5262093 | 107.97      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22V458 FLEET MAINT | FBN5262093 | 111.83      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22V3PN FLEET MAINT | FBN5262093 | 111.83      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22V3S3 FLEET MAINT | FBN5262093 | 121.08      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22V3PC FLEET MAINT | FBN5262093 | 111.83      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MTQF FLEET MAINT | FBN5262093 | 103.00      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG3C FLEET MAINT | FBN5262093 | 109.96      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG3H FLEET MAINT | FBN5262093 | 109.96      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG55 FLEET MAINT | FBN5262093 | 107.97      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG58 FLEET MAINT | FBN5262093 | 94.67       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MTQG FLEET MAINT | FBN5262093 | 238.00      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG42 FLEET MAINT | FBN5262093 | 107.97      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG5R FLEET MAINT | FBN5262093 | 111.83      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG5W FLEET MAINT | FBN5262093 | 103.00      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MTQB FLEET MAINT | FBN5262093 | 147.15      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MTQD FLEET MAINT | FBN5262093 | 141.73      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG34 FLEET MAINT | FBN5262093 | 111.86      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG4H FLEET MAINT | FBN5262093 | 107.97      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG3S FLEET MAINT | FBN5262093 | 94.67       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG5X FLEET MAINT | FBN5262093 | 111.83      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MG63 FLEET MAINT | FBN5262093 | 103.54      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22MP7V FLEET MAINT | FBN5262093 | 69.00       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22V3QW FLEET MAINT | FBN5262093 | 111.83      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22V3MJ FLEET MAINT | FBN5262093 | 103.00      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22V3P3 FLEET MAINT | FBN5262093 | 111.83      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22V3P5 FLEET MAINT | FBN5262093 | 111.83      |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 1104331        | 4334000 | 22V3P8 FLEET MAINT | FBN5262093 | 111.83      |

## City of Palm Desert

**Check Register**

2/27/2025 - 2/27/2025

| Bank ID | Check Number | Check Date | Vendor Name         | Account Number |         | Transaction Desc   | Invoice    | Amount Paid |
|---------|--------------|------------|---------------------|----------------|---------|--------------------|------------|-------------|
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 234LD4 FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22V3PJ FLEET LEASE | FBN5262093 | 26.91       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22V3QC FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22V3RD FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22V458 FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22V3PN FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22V3S3 FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22V3PC FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MTQF FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG3C FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG3H FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG55 FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG58 FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MTQG FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG42 FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG5R FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG5W FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MTQB FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MTQD FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG34 FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG4H FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG3S FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG5X FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MG63 FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22MP7V FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22V3QW FLEET LEASE | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST | 5304331        | 4344000 | 22V3MJ FLEET LEASE | FBN5262093 | 26.94       |

## City of Palm Desert

**Check Register**

2/27/2025 - 2/27/2025

| Bank ID | Check Number | Check Date | Vendor Name                     | Account Number |         | Transaction Desc               | Invoice    | Amount Paid |
|---------|--------------|------------|---------------------------------|----------------|---------|--------------------------------|------------|-------------|
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST             | 5304331        | 4344000 | 22V3P3 FLEET LEASE             | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST             | 5304331        | 4344000 | 22V3P5 FLEET LEASE             | FBN5262093 | 26.94       |
| W1      | 00003737     | 02/27/2025 | ENTERPRISE FM TRUST             | 5304331        | 4344000 | 22V3P8 FLEET LEASE             | FBN5262093 | 26.94       |
| W1      | 00003738     | 02/27/2025 | HR GREEN PACIFIC INC            | 4524136        | 4400100 | JAN25 SVCS 4 CIVIC CNTR ACCESS | 184426     | 5,434.25    |
| W1      | 00003738     | 02/27/2025 | HR GREEN PACIFIC INC            | 1104430        | 4309000 | OCT24 BROADBAND STUDY SVCS P.1 | 181348     | 3,026.21    |
| W1      | 00003738     | 02/27/2025 | HR GREEN PACIFIC INC            | 1104430        | 4309000 | OCT24 BROADBAND STUDY SVCS P.2 | 181348     | 1,096.29    |
| W1      | 00003738     | 02/27/2025 | HR GREEN PACIFIC INC            | 1104430        | 4309000 | JAN25 BROADBAND STUDY-PH 2     | 184610     | 1,238.71    |
| W1      | 00003739     | 02/27/2025 | INTERWEST CONSULTING GROUP INC. | 1104470        | 4300500 | PD UNSP UPDATE DC24            | 1125683    | 6,693.75    |
| W1      | 00003740     | 02/27/2025 | MARIPOSA LANDSCAPES INC         | 1104614        | 4337001 | JN25 LMA 9 MEDIAN LNDSP MAINT  | 111921     | 24,745.40   |
| W1      | 00003740     | 02/27/2025 | MARIPOSA LANDSCAPES INC         | 1104614        | 4337001 | JN25 LMA 1 MONTHLY LNDSP MAINT | 111950     | 41,125.38   |
| W1      | 00003740     | 02/27/2025 | MARIPOSA LANDSCAPES INC         | 1104614        | 4337001 | LMA 1 XTRA LNSCP SRV-MEDIANS   | 112171     | 848.00      |
| W1      | 00003740     | 02/27/2025 | MARIPOSA LANDSCAPES INC         | 1104614        | 4392101 | JN25 LMA 9 ENTRADA LNDSP MAINT | 111921     | 5,040.80    |
| W1      | 00003740     | 02/27/2025 | MARIPOSA LANDSCAPES INC         | 1104310        | 4332000 | WEED ABATEMENT - COOK/FW       | 111231     | 1,018.00    |
| W1      | 00003740     | 02/27/2025 | MARIPOSA LANDSCAPES INC         | 1104310        | 4332000 | WEED ABATEMENT - VARIOUS       | 111234     | 1,820.00    |
| W1      | 00003741     | 02/27/2025 | MIDWEST TAPE LLC                | 2524662        | 4211200 | Library DVD Purchase 2/10/25   | 506731046  | 142.29      |
| W1      | 00003742     | 02/27/2025 | OTIS ELEVATOR CO                | 5104195        | 4369500 | R/M ELEVATOR - SHERIFF CENTER  | SD20913001 | 4,425.00    |
| W1      | 00003743     | 02/27/2025 | PYE BAKER                       | 1104340        | 4309000 | R/M ALARM - CITY HALL/HIST     | 5903036    | 768.75      |
| W1      | 00003743     | 02/27/2025 | PYE BAKER                       | 5104195        | 4369602 | R/M ALARM - STATE BLDG         | 5902289    | 560.75      |
| W1      | 00003743     | 02/27/2025 | PYE BAKER                       | 5104195        | 4369602 | R/M ALARM - STATE BLDG         | 5910580    | 200.00      |
| W1      | 00003744     | 02/27/2025 | SHUSTER ADVISORY GROUP LLC      | 1104159        | 4309000 | JN25 ADVSRY FEE - RHS 401a 457 | 7615       | 2,083.33    |
| W1      | 00003745     | 02/27/2025 | STAPLES BUSINESS ADVANTAGE      | 1104420        | 4211000 | B&S OFFICE SUPPLIES            | 6021114768 | 58.93       |
| W1      | 00003745     | 02/27/2025 | STAPLES BUSINESS ADVANTAGE      | 1104470        | 4211000 | DS OFFICE SUPPLIES             | 6021114768 | 453.10      |
| W1      | 00003745     | 02/27/2025 | STAPLES BUSINESS ADVANTAGE      | 1104470        | 4211000 | VARIOUS OFFICE SUPPLIES        | 6023601939 | 59.48       |
| W1      | 00003745     | 02/27/2025 | STAPLES BUSINESS ADVANTAGE      | 1104330        | 4219000 | OFFICE SUPPLIES - CORPYARD     | 6023628594 | 39.31       |
| W1      | 00003745     | 02/27/2025 | STAPLES BUSINESS ADVANTAGE      | 1104330        | 4219000 | OFFICE SUPPLIES - CORPYARD     | 6023628589 | 26.44       |
| W1      | 00003745     | 02/27/2025 | STAPLES BUSINESS ADVANTAGE      | 1104330        | 4219000 | OFFICE SUPPLIES - CORPYARD     | 6023628591 | 24.81       |
| W1      | 00003745     | 02/27/2025 | STAPLES BUSINESS ADVANTAGE      | 1104330        | 4219000 | OFFICE SUPPLIES - CORPYARD     | 6023628592 | 6.01        |

City of Palm Desert

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| Bank ID | Check Number | Check Date | Vendor Name                    | Account Number |         | Transaction Desc               | Invoice          | Amount Paid |
|---------|--------------|------------|--------------------------------|----------------|---------|--------------------------------|------------------|-------------|
| W1      | 02005865     | 02/27/2025 | ALEX VASQUEZ                   | 1100000        | 1150100 | ADV CEC LDG 3/16-21 A. VASQUEZ | ADV LDG 0325AV   | 730.60      |
| W1      | 02005865     | 02/27/2025 | ALEX VASQUEZ                   | 1100000        | 1150100 | ADV CEC PRDM 3/16-21 A. VASQU  | ADV PD 0325AV    | 473.00      |
| W1      | 02005865     | 02/27/2025 | ALEX VASQUEZ                   | 1100000        | 1150100 | ADV CEC PRK 3/16-21 A. VASQUEZ | ADV PARK 0325AV  | 75.00       |
| W1      | 02005865     | 02/27/2025 | ALEX VASQUEZ                   | 1100000        | 1150100 | ADV CEC MILE 3/16-21 A. VASQUE | ADV MILE 0325AV  | 98.70       |
| W1      | 02005866     | 02/27/2025 | ALTA PLANNING + DESIGN INC     | 2134300        | 5000910 | JN25 PD VISION ZERO STRATEGY   | 304000202362713  | 49,189.83   |
| W1      | 02005867     | 02/27/2025 | AMERICAN ASPHALT SOUTH INC     | 2130000        | 2060000 | RTNT P117105/C47160            | 2024-2155-RTNT   | -4,785.00   |
| W1      | 02005867     | 02/27/2025 | AMERICAN ASPHALT SOUTH INC     | 2134311        | 4332000 | Jan25 Svcs CV Link Enhancement | 2024-2155        | 95,700.00   |
| W1      | 02005868     | 02/27/2025 | ANDERSON COMMUNICATION INC     | 1104310        | 4365000 | JN25 RADIO REPEATER SRVS       | 20925B           | 262.50      |
| W1      | 02005869     | 02/27/2025 | ANSER ADVISORY MANAGEMENT LLC  | 5304310        | 4404500 | EV CHARGING STUDY -CY/SHERIFF  | 29797            | 535.00      |
| W1      | 02005869     | 02/27/2025 | ANSER ADVISORY MANAGEMENT LLC  | 4524136        | 4400100 | JAN25 LIBRARY DESIGN SVC       | 30311            | 480.00      |
| W1      | 02005870     | 02/27/2025 | BECK OIL INC                   | 1104331        | 4217000 | GAS AND DIESEL FUEL - FLEET    | 150937           | 4,138.74    |
| W1      | 02005871     | 02/27/2025 | BELFOR PROPERTY RESTORATION    | 4414195        | 4809200 | DW FLOOR RESTORATION           | 2077743          | 22,166.99   |
| W1      | 02005872     | 02/27/2025 | BLAND, ELMER                   | 1104154        | 4305600 | NH LiveScan Reimb E Bland 1/25 | EBLAND NHLS      | 76.00       |
| W1      | 02005873     | 02/27/2025 | CALIFORNIA DEBT AND INVESTMENT | 1104150        | 4312000 | Municipal Market Conf 4/8-9/25 | CDIACJB2025      | 300.00      |
| W1      | 02005874     | 02/27/2025 | CALIFORNIA DESERT CHORALE      | 1104800        | 4306201 | Holiday 2024 Concert Sponsrshp | HOLIDAY CONCERT  | 2,500.00    |
| W1      | 02005875     | 02/27/2025 | CHARTER COMMUNICATIONS         | 2424549        | 4365000 | JN25 PHONE SERVICE - PDAC      | 189329001011425  | 259.75      |
| W1      | 02005875     | 02/27/2025 | CHARTER COMMUNICATIONS         | 2424549        | 4365000 | FB25 PHONE SERVICE - PDAC      | 188329001021425  | 259.75      |
| W1      | 02005875     | 02/27/2025 | CHARTER COMMUNICATIONS         | 5104195        | 4369601 | FB25 PARKVIEW BLDG INTERNET    | 229561901020125  | 169.98      |
| W1      | 02005876     | 02/27/2025 | CLARION ASSOCIATES LLC         | 1104470        | 4300500 | Unified Development Code DC24  | 10021            | 3,102.72    |
| W1      | 02005877     | 02/27/2025 | COACHELLA VALLEY WATER DIST.   | 4254430        | 4395000 | iHUB CVWD Feb'25               | 720041309104FB25 | 66.02       |
| W1      | 02005877     | 02/27/2025 | COACHELLA VALLEY WATER DIST.   | 1104614        | 4351000 | 1150 WASHINGTON / I-10         | 587615849914FB25 | 232.98      |
| W1      | 02005877     | 02/27/2025 | COACHELLA VALLEY WATER DIST.   | 1104614        | 4351000 | PORTOLA AVE - LANDSCAPE        | 805025629618FB25 | 59.94       |
| W1      | 02005878     | 02/27/2025 | COURTMASTER SPORTS INC         | 1104618        | 4400100 | R/M BASKETBALL COURTS -FREEDOM | 62587            | 4,300.00    |
| W1      | 02005879     | 02/27/2025 | CVRM                           | 2254212        | 4309000 | JN25 (5) SHELTER BEDS          | 7350             | 3,750.00    |
| W1      | 02005880     | 02/27/2025 | CYNTHIA HERNANDEZ              | 2524662        | 4311500 | ALA CONF MILE 1/23-1/27 CH     | MILE ALA 1/23/25 | 0.80        |
| W1      | 02005880     | 02/27/2025 | CYNTHIA HERNANDEZ              | 2524662        | 4311500 | CLR ALA CONF MILE 1/23-1/27 CH | MILE ALA 1/23/25 | 14.74       |
| W1      | 02005880     | 02/27/2025 | CYNTHIA HERNANDEZ              | 2524662        | 4312000 | CLR ALA CONF PRDM 1/23-27 CH   | PDM ALA 1/23/25  | 387.00      |

## City of Palm Desert

**Check Register**

2/27/2025 - 2/27/2025

| Bank ID | Check Number | Check Date | Vendor Name                       | Account Number |         | Transaction Desc               | Invoice          | Amount Paid |
|---------|--------------|------------|-----------------------------------|----------------|---------|--------------------------------|------------------|-------------|
| W1      | 02005880     | 02/27/2025 | CYNTHIA HERNANDEZ                 | 2520000        | 1150100 | CLR ADV ALA CONF 1/23-27 CH    | CLR ADV ALA CH   | -1,377.74   |
| W1      | 02005880     | 02/27/2025 | CYNTHIA HERNANDEZ                 | 2524662        | 4312000 | ALA CONF LDG 1/23-1/27/25 CH   | LDG ALA CH 1/23  | 1,098.68    |
| W1      | 02005880     | 02/27/2025 | CYNTHIA HERNANDEZ                 | 2524662        | 4312000 | REIMB ALA CONF UBER 1/23-27 CH | REIMB ALA UBERCH | 39.67       |
| W1      | 02005881     | 02/27/2025 | DANIEL MORA                       | 8700000        | 1150100 | US HOUSING AIR 3/31-4/3 DMORA  | ADV AIR 0331DM   | 640.37      |
| W1      | 02005881     | 02/27/2025 | DANIEL MORA                       | 8700000        | 1150100 | US HOUSING LDG 3/31-4/3 DMORA  | ADV HOTEL 0331DM | 657.00      |
| W1      | 02005882     | 02/27/2025 | DATA TICKET INC                   | 1104422        | 4309000 | CITATION PROCESSING JA25       | 175291           | 479.67      |
| W1      | 02005883     | 02/27/2025 | DEPARTMENT OF JUSTICE             | 1104210        | 4390400 | 24/25 BLOOD ALCOHOL ANALYSIS D | 798885           | 140.00      |
| W1      | 02005884     | 02/27/2025 | DESERT RECREATION DISTRICT        | 1104344        | 4309000 | NV24 PARKS/REC SRVS - PCC      | 3800             | 8,326.76    |
| W1      | 02005885     | 02/27/2025 | DO THE RIGHT THING - GREATER PALM | 1104800        | 4388000 | OA PYMT FY 24/25               | OA PYMT FY24/25  | 250.00      |
| W1      | 02005886     | 02/27/2025 | ECONOLITE SYSTEMS INC             | 2130000        | 2060000 | RTNT TS HARDWARE UPGRADES      | RTNT-44761       | -2,991.16   |
| W1      | 02005886     | 02/27/2025 | ECONOLITE SYSTEMS INC             | 2134250        | 5000906 | TRAFFIC SGNL HARDWARE UPGRADES | 44761            | 59,823.34   |
| W1      | 02005887     | 02/27/2025 | ETCH THIS AND THAT                | 1100000        | 2070200 | GAkkerman BCC Clock-Sales Tax  | 10919            | -8.23       |
| W1      | 02005887     | 02/27/2025 | ETCH THIS AND THAT                | 1104111        | 4306300 | GAkkerman BCC Clock Engraving  | 10919            | 106.24      |
| W1      | 02005887     | 02/27/2025 | ETCH THIS AND THAT                | 1104111        | 4306300 | GAkkerman BCC Clock-Sales Tax  | 10919            | 8.23        |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 1104159        | 4365000 | D/U CIRCUIT FRED WARING        | 7605686932-0225  | 76.63       |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 1104211        | 4306001 | PHONE SVC                      | 7608629848-0225  | 194.11      |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 1104250        | 4365000 | TRAFFIC SIGNAL LINE SVC        | 7603459146-0225  | 76.63       |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 1104344        | 4365000 | PCC PHONE SRV                  | 7605682560-0225  | 178.85      |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 2294210        | 4391400 | VALLEY CRIMESTOPPERS HOTLINE   | 7603417867-0225  | 200.11      |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 2714491        | 4369500 | EP PHONE SVC                   | 7606749012-0225  | 146.40      |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 5104195        | 4369601 | PARKVIEW BLDG ALARM SRV        | 7603468393-0225  | 193.82      |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 5104195        | 4369601 | PARKVIEW BLDG PHONE SRV        | 7606741960-0225  | 125.61      |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 5104195        | 4369601 | PARKVIEW BLDG FIRE ALARM       | 7607791904-0225  | 116.13      |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 5104195        | 4369601 | PARKVIEW BLDG ALARM SRV        | 7608361142-0225  | 122.95      |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 5104195        | 4369602 | STATE BLDG INTERNET SRV        | 3101746165-0225  | 87.98       |
| W1      | 02005888     | 02/27/2025 | FRONTIER COMMUNICATIONS INC       | 5104195        | 4369800 | HENDERSON BLDG PHONE SRV       | 7607766715-0225  | 311.81      |
| W1      | 02005889     | 02/27/2025 | GAME TIME                         | 2304220        | 4400100 | SHADE STRUCTURE INSTALL - FS33 | PJI-0258445      | 9,912.24    |



## City of Palm Desert

**Check Register**

2/27/2025 - 2/27/2025

| Bank ID | Check Number | Check Date | Vendor Name                 | Account Number |         | Transaction Desc               | Invoice         | Amount Paid |
|---------|--------------|------------|-----------------------------|----------------|---------|--------------------------------|-----------------|-------------|
| W1      | 02005890     | 02/27/2025 | GANNETT CALIFORNIA LOCALIQ  | 1104111        | 4321000 | 24/25 LEGAL ADVERTISING DSRT S | 0006939316      | 328.02      |
| W1      | 02005891     | 02/27/2025 | GLS US                      | 1104110        | 4366000 | Carmina Zavala Proc. Postage   | 5452803         | 6.69        |
| W1      | 02005892     | 02/27/2025 | GOVERNMENT FINANCE          | 1104470        | 4363000 | GFOA MEMBERSHIP K. PEREZ       | 300274083-2025  | 150.00      |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 1104330        | 4309000 | AG-NV24 WTR DISPS - CORPYARD   | CA SD 4326      | 669.14      |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 1104330        | 4309000 | DC24 WATER DISPS - CORPYARD    | CA SD 4327      | 223.03      |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 1104330        | 4309000 | AG-NV24 WTR DISPS - CORPYARD   | CA SD 4393      | 669.13      |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 1104340        | 4309000 | JL-NV24 WTR DISPS - CITY HALL  | CA SD 4325      | 2,499.40    |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 1104340        | 4309000 | AG-NV24 WTR DISPS - CITY HALL  | CA SD 4326      | 669.13      |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 1104340        | 4309000 | DC24 WATER DISPS - CITY HALL   | CA SD 4327      | 223.03      |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 1104344        | 4309000 | AG-NV24 WTR DISP - PCC         | CA SD 4326      | 223.03      |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 1104344        | 4309000 | DC24 WATER DISPS - PCC         | CA SD 4327      | 74.39       |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 2304220        | 4331000 | AG-NV24 WTR DISPS - ALL FS     | CA SD 4326      | 669.13      |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 2304220        | 4331000 | DC24 WATER DISPS - ALL FS      | CA SD 4327      | 223.03      |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 5104195        | 4369500 | JL-NV24 WTR DISP - SHERIFF CTR | CA SD 4325      | 371.75      |
| W1      | 02005893     | 02/27/2025 | HYDRATE HQ                  | 5104195        | 4369500 | DC24 WATER DISP - SHERIFF CTR  | CA SD 4394      | 74.35       |
| W1      | 02005894     | 02/27/2025 | JOHN KALISKI ARCHITECTS INC | 1104470        | 4300500 | DESIGN STANDARDS SVC DC24      | 6979            | 1,767.20    |
| W1      | 02005895     | 02/27/2025 | MAGER, VANESSA              | 1104417        | 4312500 | Coffee with the Mayor 2.11.25  | VM REIM 2.11.25 | 20.98       |
| W1      | 02005896     | 02/27/2025 | NEAL ENNIS                  | 1100000        | 1430000 | PMI-PMP MEMBERSHIP 7/25-1/26   | 29465396-REIMB  | 113.67      |
| W1      | 02005896     | 02/27/2025 | NEAL ENNIS                  | 1104134        | 4312000 | PMI-PMP EXAM PREP N ENNIS      | 29465396-REIMB  | 699.00      |
| W1      | 02005896     | 02/27/2025 | NEAL ENNIS                  | 1104134        | 4363000 | PMI-PMP MEMBERSHIP 2/25-6/25   | 29465396-REIMB  | 80.33       |
| W1      | 02005897     | 02/27/2025 | POWELL, ERICA               | 4364650        | 4219000 | Art Essay Contest Supplies     | ERICAP 2/05/25  | 24.74       |
| W1      | 02005897     | 02/27/2025 | POWELL, ERICA               | 4364650        | 4219000 | Art Essay Contest Supplies     | ERICAP 2/05/25  | 56.02       |
| W1      | 02005897     | 02/27/2025 | POWELL, ERICA               | 4364650        | 4219000 | Art Essay Contest Supplies     | ERICAP 2/05/25  | 38.77       |
| W1      | 02005897     | 02/27/2025 | POWELL, ERICA               | 4364650        | 4321701 | El Paseo ExDedication Supplies | ERICAP 2/05/25  | 40.92       |
| W1      | 02005897     | 02/27/2025 | POWELL, ERICA               | 4364650        | 4321701 | El Paseo ExDedication Supplies | ERICAP 2/05/25  | 17.23       |
| W1      | 02005897     | 02/27/2025 | POWELL, ERICA               | 4364650        | 4321701 | El Paseo ExDedication Supplies | ERICAP 2/05/25  | 6.89        |
| W1      | 02005898     | 02/27/2025 | PROPER SOLUTIONS INC.       | 1104111        | 4300300 | Temp Employee J.Beltran 2/7/25 | 16844           | 1,446.80    |

City of Palm Desert

**Check Register**

2/27/2025 - 2/27/2025

| Bank ID | Check Number | Check Date | Vendor Name                   | Account Number |         | Transaction Desc               | Invoice          | Amount Paid |
|---------|--------------|------------|-------------------------------|----------------|---------|--------------------------------|------------------|-------------|
| W1      | 02005899     | 02/27/2025 | RETAIL MARKETING SERVICES     | 1104422        | 4309000 | Shopping Cart Retrieval-JA25   | 194879           | 860.00      |
| W1      | 02005900     | 02/27/2025 | SEARS, JAIMEE                 | 2520000        | 1150100 | CLR ADV ALA CONF 1/23-27 JS    | CLR ADV ALA 1/23 | -1,377.74   |
| W1      | 02005900     | 02/27/2025 | SEARS, JAIMEE                 | 2524662        | 4312000 | CLR ALA CONF PRDM 1/23-27 JS   | PRDM ALA JS 1/23 | 387.00      |
| W1      | 02005900     | 02/27/2025 | SEARS, JAIMEE                 | 2524662        | 4311500 | ALA CONF MILE 1/23-27 JS       | MILE ALA JS 1/23 | 16.38       |
| W1      | 02005900     | 02/27/2025 | SEARS, JAIMEE                 | 2524662        | 4312000 | ALA CONF LDG 1/23-27 JS        | LDG ALA JS 1/23  | 1,098.68    |
| W1      | 02005901     | 02/27/2025 | ST. FRANCIS ELECTRIC LLC      | 1104250        | 4332500 | R/M TRAFFIC SIGNAL VARIOUS     | 200168105        | 846.44      |
| W1      | 02005901     | 02/27/2025 | ST. FRANCIS ELECTRIC LLC      | 1104250        | 4332500 | DC24 TRAFFIC SIGNAL PM         | 200168104        | 2,475.00    |
| W1      | 02005902     | 02/27/2025 | STATE WATER RESOURCES CONTROL | 4510000        | 1430100 | SWRCB PERMIT SECT 29 JL25-DC25 | SW-0312861       | 552.50      |
| W1      | 02005902     | 02/27/2025 | STATE WATER RESOURCES CONTROL | 4514374        | 5000455 | SWRCB PERMIT SECT 29 JA25-JN25 | SW-0312861       | 552.50      |
| W1      | 02005903     | 02/27/2025 | SUNLINE TRANSIT AGENCY        | 1104310        | 4332000 | OC24 BUS SHELTER MAINT         | INV08306         | 7,853.40    |
| W1      | 02005904     | 02/27/2025 | TAG/AMS INC.                  | 1104154        | 4305600 | DOT Recertification 11/12/24   | 1641             | 170.00      |
| W1      | 02005905     | 02/27/2025 | UNIFIRST CORPORATION          | 1104310        | 4214000 | INDUSTRIAL UNIFORM RENTAL      | 2200224985       | 150.95      |
| W1      | 02005906     | 02/27/2025 | XPRESS GRAPHICS               | 1104417        | 4361000 | Coffee with the Mayor Postcard | 25-68490         | 101.69      |
| W1      | 02005906     | 02/27/2025 | XPRESS GRAPHICS               | 1104417        | 4361000 | Palm Desert Resident Guides    | 25-68550         | 89.71       |

Audited and Found Correct

Signed by:  
Veronica Chavez  
BE46F4F325A44A2...

Director of Finance

Examined and Approved

Signed by:  
Jon Chavez  
DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:  
Todd Hileman  
CE3F366233F0406...

City Manager

**Total For Bank ID - W1**

**3,926,980.64**

City of Palm Desert  
**Check Register**  
3/3/2025 - 3/3/2025

| Bank ID | Check Number | Check Date | Vendor Name         | Account Number |         | Transaction Desc               | Invoice          | Amount Paid |
|---------|--------------|------------|---------------------|----------------|---------|--------------------------------|------------------|-------------|
| W1      | 02005907     | 03/03/2025 | QUINTANILLA, KARINA | 1100000        | 1150100 | Indig. Ed. Summit Ldg 3/7-8 KQ | ADV LDG 03.07.25 | 162.70      |

|                                                                                                                                                            |                                                                                                                                                     |                                                                                                                                               |                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <div>Audited and Found Correct</div> <div><div>Signed by:</div><div>Veronica Chavez</div><div>BE48F4F325A4A2...</div></div> <div>Director of Finance</div> | <div>Examined and Approved</div> <div><div>Signed by:</div><div>Jan Hamik</div><div>DC37D0D20CC4D4...</div></div> <div>Mayor or Mayor Pro-Tem</div> | <div>Examined and Approved</div> <div><div>Signed by:</div><div>Todd Hileman</div><div>CE3F366233F0405...</div></div> <div>City Manager</div> | <div>Total For Bank ID - W1</div> <div>162.70</div> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|



City of Palm Desert  
**Check Register**  
3/5/2025 - 3/5/2025

| Bank ID | Check Number | Check Date | Vendor Name       | Account Number |         | Transaction Desc         | Invoice | Amount Paid |
|---------|--------------|------------|-------------------|----------------|---------|--------------------------|---------|-------------|
| W3      | 00003124     | 03/05/2025 | IS PALM DESERT LP | 7034121        | 4374000 | MAR25 SEWER RENT PAYMENT | MAR2025 | 11,639.40   |

Audited and Found Correct

Signed by:

Veronica Chavez

BE40F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:

Jan Hannik

DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

Todd Hileman

CE3F366233F0405...

City Manager

Total For Bank ID - W3

11,639.40



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: March 13, 2025

PREPARED BY: Michelle Nance, Acting Assistant City Clerk

SUBJECT: ADOPTION OF ORDINANCE 1427 DISSOLVING THE MARKETING  
COMMITTEE AND DELETING CHAPTER 2.14 OF THE PALM DESERT  
MUNICIPAL CODE

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## **RECOMMENDATION:**

Adoption of Ordinance No. 1427 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, DISSOLVING THE MARKETING COMMITTEE AND DELETING CHAPTER 2.14 OF THE PALM DESERT MUNICIPAL CODE."

## **BACKGROUND/ANALYSIS:**

On February 27, 2025, the City Council unanimously introduced Ordinance No. 1427 for first reading. This report is provided for the City Council to waive further reading and adopt the ordinance. The ordinance shall be effective 30 days from adoption.

## **FINANCIAL IMPACT:**

There is no direct financial impact with this action.

## **ATTACHMENTS:**

Ordinance No. 1427





ORDINANCE NO. 1427

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, DISSOLVING THE MARKETING COMMITTEE AND DELETING CHAPTER 2.14 OF THE PALM DESERT MUNICIPAL CODE

**City Attorney's Summary**

This ordinance dissolves the City's Marketing Committee and deletes Chapter 2.14 of the Palm Desert Municipal Code related to the Marketing Committee.

WHEREAS, the City Council of the City of Palm Desert established the Marketing Committee to serve as a conduit for information between their own professional network and the City in terms of industry trends, local promotion ideas, and business activity and projections as they relate to tourism; and

WHEREAS, due to various challenges, including the difficulty in maintaining regular meetings and achieving quorum, the Committee has experienced inefficiencies that hinder its ability to fulfill its intended role effectively; and

WHEREAS, the City Council has determined that a more flexible and efficient advisory structure is needed, leading to the creation of the Public Affairs Marketing Panel, which will provide advisory support to the Public Affairs Manager.

THE CITY COUNCIL OF THE CITY OF PALM DESERT DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1.** Recitals. That the foregoing recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** Deletion to Municipal Code. Palm Desert Municipal Code Chapter 2.14, *Marketing Committee*, is hereby deleted in its entirety.

**SECTION 3.** Publication. The City Clerk of the City of Palm Desert, California, is hereby directed to publish a summary of this Ordinance in the Desert Sun, a newspaper of general circulation, published and circulated in the City of Palm Desert, California, and shall be in full force and effective thirty (30) days after its adoption.

ADOPTED ON \_\_\_\_\_, 2025.

\_\_\_\_\_  
JAN C. HARNIK  
MAYOR

ATTEST:

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. 1427 is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on February 27, 2025, and adopted at a regular meeting of the City Council held on \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on \_\_\_\_\_.

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK

# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: March 13, 2025

PREPARED BY: Michelle Nance, Acting Assistant City Clerk

SUBJECT: ADOPTION OF ORDINANCE 1428 AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES

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## **RECOMMENDATION:**

Adoption of Ordinance No. 1428 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES"

## **BACKGROUND/ANALYSIS:**

On February 27, 2025, the City Council introduced Ordinance No. 1428 with a 4-1 vote, with Councilmember Quintanilla voting no. This ordinance includes revisions made during the meeting to Section 2.34.030 related to eligibility requirement. This report is provided for the City Council to waive further reading and adopt the ordinance. The ordinance shall be effective 30 days from adoption.

## **FINANCIAL IMPACT:**

There is no direct financial impact with this action.

## **ATTACHMENTS:**

Ordinance 1428



## ORDINANCE NO. 1428

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES

The City Council of the City of Palm Desert, California, does hereby ordain as follows:

SECTION 1. Amendment to Municipal Code. Palm Desert Municipal Code Chapter 2.16 *Finance Committee* of Title 2 *Administration and Personnel*, is hereby amended as follows:

#### “CHAPTER 2.16 FINANCE COMMITTEE

##### 2.16.020 Purpose.

The Finance Committee shall advise the city council and work to promote and enhance fiscal responsibility, accountability, integrity, and transparency.

##### 2.16.050 Responsibilities.

The Finance Committee shall review and, if necessary, advise the city council on auditing and internal controls, financial reporting, investments, municipal debt and refunding, and other financial matters as referred by the city council. The committee may review and provide recommendations on fiscal and investment policies only when specifically referred by the city council.”

SECTION 2. Amendment to Municipal Code. Palm Desert Municipal Code Chapter 2.34 *Boards, Commissions, Committees, and Task Forces – General Provisions* of Title 2 *Administration and Personnel*, is hereby amended as follows:

#### “Chapter 2.34 BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES – GENERAL PROVISIONS

##### 2.34.030 Eligibility.

B. City Employees. City employees are not eligible to serve as members of an appointed body and shall remain ineligible for 12 months following separation from city employment.

C. Relatives of City Employees and Officials. A relative of a city employee or city council member shall not be eligible to serve on any appointed body and shall remain ineligible for 12 months following the separation from city employment.

1. “*Relative*” includes mother, father, sister, brother, spouse, domestic partner, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, granddaughter, grandson, aunt, uncle, first cousin, nieces, and nephews.

SECTION 3. Amendment to Municipal Code. Chapter 2.58 *Parks and Recreation Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.58            PARKS AND RECREATION COMMITTEE

2.58.020            Members.

The parks and recreation committee shall be composed of seven regular members from the community. Additionally, a representative from Desert Recreation District, Family YMCA of the Desert, and any other organization that has an interest in parks and recreation are encouraged to attend.”

SECTION 4. Amendment to Municipal Code. Chapter 2.60 *Public Safety Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.60            PUBLIC SAFETY COMMITTEE

2.60.040            Meetings.

The Public Safety Committee may hold meetings every other month at a date, time, and place as set by committee resolution or minute order.”

SECTION 5. Amendment to Municipal Code. Chapter 2.62 *Civic Engagement Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.62            CIVIC ENGAGEMENT COMMITTEE

2.62.030            Members.

The Civic Engagement Committee shall be composed of seven members and should reflect a cross-section of the community.

2.62.040            Meetings.

The Civic Engagement Committee may hold meetings semi-annually at a date, time, and place as set by committee resolution or minute order.”

SECTION 6. Amendment to Municipal Code. Chapter 2.66 *Resource Preservation & Enhancement Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.66      RESOURCE      PRESERVATION      &      ENHANCEMENT  
COMMITTEE

2.66.020      Purpose.

The purpose of the Resource Preservation & Enhancement Committee is to provide recommendations to the city council on policies and initiatives related to sustainability, resource conservation, and environmental stewardship.

2.66.040      Meetings.

The Resource Preservation & Enhancement Committee shall meet on an as-needed basis at the direction of the City Council or when City staff determines that committee input would be beneficial for a specific project or policy matter.

2.66.050      Responsibilities.

The Resource Preservation & Enhancement Committee shall advise the city council on sustainability and resource conservation efforts as they relate to city policies, programs, and projects. Its responsibilities include providing input on sustainability and environmental policies, programs, and initiatives referred by the city council, as well as reviewing and offering recommendations on specific projects or policy proposals identified by city staff or the city council. The committee shall serve as a resource for evaluating best practices in environmental sustainability when requested and collaborate with stakeholders to support community engagement efforts related to environmental preservation when directed by the city council. The committee shall meet only when specific items are referred for review and consideration by the city council or when city staff identifies a project that would benefit from committee feedback.”

SECTION 7. Amendment to Municipal Code. Chapter 2.70 *Homelessness Task Force* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.70      HOMELESSNESS TASK FORCE

2.70.040      Meetings.

The Homelessness Task Force may hold meetings semi-annually at a date, time, and place as set by task force resolution or minute order.”

SECTION 8. Amendment to Municipal Code. Palm Desert Municipal Code Title 29 *Cultural Resources*, Chapter 29.30 *Cultural Resources Preservation Committee*, is hereby amended as follows:

“Chapter 29.30       CULTURAL RESOURCES PRESERVATION COMMITTEE

29.30.030   Meetings.

The Cultural Resources Preservation Committee may hold meetings every other month at a date, time, and place as set by committee resolution or minute order.”

SECTION 9. Amendment to Municipal Code. Section 2.74.070 *Library advisory committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.74       PUBLIC LIBRARY

2.74.070(C) Members. The committee shall be composed of seven community members.

2.74.070(D) Meetings. The committee may hold meetings quarterly at a date, time, and place as set by committee resolution or minute order.

SECTION 10. Severability. If any section, subsection, clause or phrase of this Ordinance or any part thereof is for any reason held to be invalid, unconstitutional, or unenforceable by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Ordinance. The City Council declares that it would have passed each section, subsection, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause or phrase would be declared invalid, unconstitutional or unenforceable.

SECTION 11. CEQA. The City Council hereby finds and determines that this Ordinance is exempt from CEQA pursuant to State CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that the Ordinance would not have the potential or possibility for causing a significant effect on the environment. Specifically, the proposed changes to the Municipal Code are primarily procedural and administrative in nature. Moreover, the changes are technical in nature and do not allow for specific development. In reviewing the Ordinance the City Council has exercised its independent judgment and has reviewed and considered the Ordinance in light of all testimony received, both oral and written. Therefore, based upon the entire administrative record, the City Council hereby determines that no further environmental review is required for the Ordinance.

SECTION 12. Publication. The City Clerk of the City of Palm Desert, California, is hereby directed to publish a summary of this Ordinance in the Desert Sun, a newspaper of general circulation, published and circulated in the City of Palm Desert, California, and shall be in full force and effective thirty (30) days after its adoption.



ADOPTED ON \_\_\_\_\_, 2025.

\_\_\_\_\_  
JAN C. HARNIK  
MAYOR

ATTEST:

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. 1428 is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on February 27, 2025, and adopted at a regular meeting of the City Council held on \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on \_\_\_\_\_.

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: March 13, 2025

PREPARED BY: Erika Castellano, Senior Administrative Assistant

SUBJECT: ACCEPTANCE OF A RESIGNATION FROM THE HOMELESSNESS  
TASK FORCE AND CULTURAL ARTS COMMITTEE

---

## **RECOMMENDATION:**

1. With regret, accept the resignation of Cindy Burreson from the Homelessness Task Force.
2. With regret, accept the resignation of Kristen Olson Stone from the Cultural Arts Committee.

## **BACKGROUND/ANALYSIS:**

On January 13, 2022, Cindy Burreson was appointed to the Homelessness Taskforce for a term ending on June 30, 2025. On January 23, 2025, Ms. Burreson informed the City of her resignation effective immediately.

On July 1, 2023, Kristen Olson Stone was appointed to the Cultural Arts Committee as an Alternate Member for a term ending on June 30, 2027. On February 27, 2025, Ms. Olson Stone informed the City of her resignation effective immediately.

## **Legal Review**

This report has been reviewed by the City Attorney's office.

## **FINANCIAL IMPACT:**

There is no fiscal impact associated with this report.



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: March 13, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: LETTER OPPOSING CALIFORNIA STATE UNIVERSITY BUDGET CUTS

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## **RECOMMENDATION:**

Ratify a letter of opposition to budget cuts to the California State University system.

## **BACKGROUND/ANALYSIS:**

The City received a request from California State University, San Bernardino, Office of Government, Tribal & Community Relations to submit a letter opposing the proposed CSU budget cuts. At the direction of the City Council Subcommittee on Legislative Affairs, the letter was issued on February 28, 2025.

The CSU system is a critical driver of workforce development and economic growth, including at the CSU San Bernardino – Palm Desert Campus. The proposed cuts would negatively impact student access, faculty retention, and university operations, potentially reducing course offerings, increasing class sizes, and leading to job losses. The City Council is now asked to ratify the letter's issuance.

## **Legal Review:**

This report has been reviewed by the City Attorney's Office.

## **FINANCIAL IMPACT:**

There is no financial impact associated with this action.

## **ATTACHMENTS:**

1. Letter of Support
2. CSU Budget Advocacy Brief





# CITY OF PALM DESERT

73-510 FRED WARING DRIVE  
PALM DESERT, CALIFORNIA 92260-2578  
TEL: 760-346-0611  
INFO@PALMDESERT.GOV

February 28, 2025

Senator Scott Wiener  
Chair, Senate Budget & Fiscal Review Committee  
1020 N Street, Room 502  
Sacramento, CA 95814

Assemblymember Jesse Gabriel  
Chair, Assembly Budget Committee  
1021 O Street, Suite 8230  
Sacramento, CA 95814

## **RE: Protecting CSU Funding and Preserving Higher Education Access**

Dear Senator Wiener and Assembly Member Gabriel:

As Mayor of Palm Desert and home to one of our region's key anchor institutions, the California State University, San Bernardino – Palm Desert Campus, I respectfully urge you to oppose the proposed \$375 million reduction in state funding for the California State University (CSU) system. Additionally, I request that the financial commitments outlined in the Multi-Year Compact be fully upheld for the 2025-26 fiscal year.

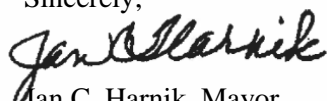
The CSU system and its universities are essential partners in driving economic growth across our region. Maintaining full funding for CSU will enable the system to continue increasing graduation rates, expanding access to higher education, and ensuring fair compensation for its employees—many of whom are residents of our cities. The CSU plays a vital role in fostering social mobility for thousands of California students and their families, graduating over 125,000 individuals each year. Beyond being educational institutions, CSU campuses serve as economic engines for their local communities and are key partners in strengthening our public sector workforce.

Twelve CSU universities, including San Bernardino, Fresno, Los Angeles, Long Beach, Northridge, Fullerton, Sacramento, and San Francisco, rank among the top 25 nationwide in the *Wall Street Journal's* 2025 Social Mobility Ranking. CSU institutions excel in providing affordable, high-quality education to economically disadvantaged students, equipping them with the skills and opportunities needed to graduate and secure well-paying jobs. We are excited about the CSU system's future, especially following its largest freshman class ever in 2024 and the launch of innovative academic initiatives, such as direct admission for high school graduates. To sustain the growth and prosperity of our cities and California's economy, it is essential that the CSU system receives the resources necessary to continue developing a highly skilled workforce.

The CSU system embodies the best of California's commitment to opportunity and social mobility. We are deeply concerned that the proposed \$375 million funding cut would cause significant and lasting harm, forcing campuses to reduce their budgets by up to \$30 million each. Such cuts would lead to job losses and diminished student access to higher education. Investing in the CSU should be a top priority in the 2025-26 state budget, and we strongly urge that this funding reduction be reconsidered as part of any budget agreement.

Thank you for your time and consideration of this request. If you have any questions, please do not hesitate to contact us.

Sincerely,

  
Jan C. Harnik, Mayor  
City of Palm Desert







Office of Government, Tribal,  
and Community Relations

**CSU Budget Advocacy Brief**

**ISSUE:** The California State University (CSU) system faces significant financial challenges due to the persistent state funding deficit, threatening the quality of education provided at its 23 campuses. We advocate measures to preserve the full funding of CSU and to avoid \$375 million cut to the CSU's ongoing state funding, or 7.95%, and preventing the deferral of compact funding, totaling \$252 million.

**Background:** How are CSU's Funded: *a brief overview.* In the state budget, the General Fund allocations for the UC and CSU systems are classified as discretionary funds. This designation makes them particularly vulnerable to budget cuts and funding deferrals during periods of fiscal uncertainty or economic downturns. The CSU system receives a significant portion of its budget from the California General Fund, which covers operational expenses like salaries, benefits, academic programs, and infrastructure. In 2024-25, CSU's General Fund appropriation constituted about 60% of its operating costs. Student tuition and fees are the second-largest source of funding for the CSU system, supporting essential academic operations. CSU's tuition remains relatively low compared to other states.

The UC system, like the CSU, relies on the California General Fund for operational support but receives a higher per-student allocation due to its research mission and higher-cost programs. UC tuition is higher than CSU tuition and is a significant revenue source. Out-of-state and international students pay additional tuition, contributing to the system's revenue. Community colleges, on the other hand, are funded through the General Fund under Proposition 98, which ensures a minimum level of state funding for K-14 education, supplemented by local property tax revenues.

In his 2024-25 budget proposal, the Governor proposed no expansions to student financial aid or base funding increases for the CSU. Instead, a 5% base increase was proposed to be deferred to FY 2025-26, with a promise of one-time back payments. The final state budget ultimately provided a small funding increase for the CSU, while signaling a 7.95% cut (\$375 million) in 2025-26. Therefore, a \$375 million ongoing reduction to CSU's baseline funding was proposed in the Governor's January budget proposal. This amount is equivalent to the resources needed to support 36,000 students.

**Why CSU Funding Matters:** Investing in the CSU system is not an expense - it is an investment in California's future. CSU serves over 460,000 students annually, drives equity and economic growth, and contributes \$15 billion to the state's economy every year. Sustained funding for the CSU will secure the future of its students and continue to ensure prosperity for our state.

**Consequences of Cuts:** As of this point in the budget cycle, we want to share our strong concerns on how a 7.95% cut will negatively impact our students. This proposed cut will impact on

academics, student services, course offerings and workforce. It will also put recent graduation rate and enrollment gains at risk, which will lessen the CSU's positive impact on our state's economy. The consequences of these cuts, if enacted, are immense.

Systemwide, they would result in reductions to academic programs, student services, and course offerings, as well as a decline in workforce capacity. Progress in closing equity gaps and improving graduation rates would be jeopardized, directly impacting CSU's standing as a leader in economic mobility. These cuts would also threaten the financial stability of the CSU system, which is vital to California's workforce and economy.

Over the past two years, the CSU system has faced substantial financial challenges, with gaps between anticipated revenue and expenditures amounting to \$138 million in 2023-24 and \$218 million in 2024-25. These ongoing shortfalls, totaling 4% of the Operating Fund, highlight the pressing need for strategic solutions.

**CSUSB Impact:** At CSU San Bernardino (CSUSB), the financial challenges are particularly troubling. CSUSB serves a predominantly first-generation student population, with 79% of students being the first in their families to attend college. These students rely heavily on accessible and affordable higher education to transform their lives and contribute to their communities. In FY 2023-24, CSUSB experienced a \$11 million budget gap, leading to 5% cuts across all budgets. For FY 2024-25, the gap increased to \$21 million, resulting in a 9% cut and the elimination of fourteen positions. Looking ahead to FY 2025-26, an 8% proposed budget cut will create an \$18 million gap. The cumulative budget deficit of \$50 million over three years will force a further workforce and programmatic reductions at a time when no other areas remain to be cut. These ongoing deficits threaten CSUSB's ability to serve its diverse student body and maintain operational effectiveness.

Despite these financial pressures, the CSU and CSUSB remain committed to student success through unprecedented investments in financial aid, student support services, and evidence-based strategies that prioritize student needs. The CSU has made notable progress in reducing persistent equity gaps and was recently ranked #1 nationally for improving economic mobility. However, these efforts are taking place against the backdrop of rising and unavoidable operational costs, underscoring the urgency for sustained innovation and support.

**ACTION:** We appreciate Riverside and San Bernardino State Legislative Delegation members support avoiding budget cuts and restore state compact funding to CSU system.

Specifically, we request your support for the following actions:

- **Advocating during the budget cycle** (January to June) to support CSU funding restoration in the May Revision or the Final FY 2025-26 budget to be adopted in summer 2025.

# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: February 27, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: RESOLUTION ESTABLISHING THE 2025 CITY COUNCIL GOALS

---

## **RECOMMENDATION:**

Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING THE CITY COUNCIL GOALS FOR THE 2025 CALENDAR YEAR."

## **BACKGROUND/ANALYSIS:**

On February 27, 2025, the City Council held a Goal Setting Study Session to discuss and establish priorities for the 2025 calendar year. During this meeting, City staff provided an update on the status of existing goals and outlined next steps, followed by Councilmembers presenting their candidate goals for consideration. The attached resolution formalizes the adoption of the 2025 City Council Goals, which will serve as a policy framework guiding strategic initiatives and resource allocation over the next year.

In addition to the adoption of the goals, City staff will soon begin providing a monthly contract procurement report for the City Council to receive and file. To streamline reporting and improve efficiency, City staff will combine the 1st and 2nd Quarter Reports on City Council Goals and Department Initiatives, with the next report anticipated for release in July 2025.

## **Legal Review:**

This report has been reviewed by the City Attorney's Office.

## **FINANCIAL IMPACT:**

There is no fiscal impact associated with adopting the proposed resolution. However, the fiscal impact of implementing these goals will be incorporated into the Fiscal Year 2025-26 Annual Budget.

## **ATTACHMENTS:**

1. Resolution
2. Resolution – Exhibit A (2025 City Council Goals)
3. Study Session Presentation



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PALM DESERT, CALIFORNIA, ESTABLISHING CITY  
COUNCIL GOALS FOR THE 2025 CALENDAR YEAR

WHEREAS, on February 27, 2025, the City Council convened in a Goal Setting Study Session to review the status of the 2024 City Council Goals and to establish Goals for the 2025 calendar year.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PALM DESERT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The 2025 City Council Goals are hereby approved and adopted as shown in Exhibit A attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED BY THE PALM DESERT CITY COUNCIL  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Jan C. Harnik  
Mayor

ATTEST:

\_\_\_\_\_  
Anthony J. Mejia  
City Clerk

I, ANTHONY J. MEJIA, City Clerk of the City of Palm Desert, hereby certify that Resolution No. \_\_\_\_\_ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Anthony J. Mejia, MMC  
City Clerk

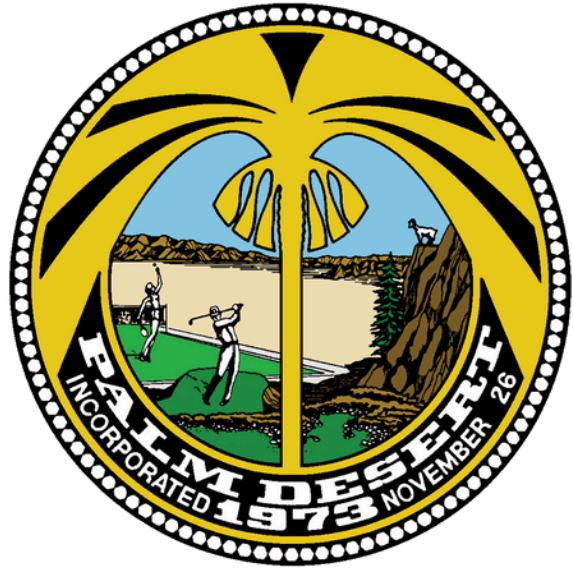


**City of Palm Desert  
2025 City Council Goals**

| <b>Goals</b> |                                                                                  | <b>Description</b>                                                                                                                                                                                                                                                                                    | <b>Lead Team</b>                              |
|--------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <b>01</b>    | <b>CSU Palm Desert Campus/ AI, Business Innovation, and Entrepreneurship Hub</b> | Continue advocacy and strategic planning for a Cal State University Palm Desert Campus, fostering opportunities in AI, business innovation, and entrepreneurship to drive workforce development and regional growth.                                                                                  | Economic Development                          |
| <b>02</b>    | <b>North Sphere Development, Infrastructure Planning, and Electrification</b>    | Ensure the North Sphere has the infrastructure needed to support its growth, including essential services, public amenities, and enhanced public spaces. Address energy transmission challenges to remove barriers to development and support long-term housing and economic expansion.               | Development Services<br>City Manager's Office |
| <b>03</b>    | <b>Mall Redevelopment/ Experienced Based and Family Friendly Activities</b>      | Support the redevelopment of the mall properties into a vibrant destination that enhances economic vitality and community engagement. Encourage a mix of experience-driven and family-friendly uses.                                                                                                  | Economic Development<br>City Manager's Office |
| <b>04</b>    | <b>Update to the Development Code/ Fire Prevention by Design</b>                 | Ensure a comprehensive update of the Development Code that enhances clarity, efficiency, and flexibility for residents and businesses. Modernize regulations to support economic growth, streamline permitting, and improve public safety while integrating best practices in fire prevention design. | Development Services                          |
| <b>05</b>    | <b>Crime Prevention Technology</b>                                               | Expand the use of technology-driven public safety solutions to enhance crime prevention and law enforcement effectiveness. Implement tools such as real-time data analysis, automated license plate recognition, and security cameras.                                                                | City Manager's Office                         |
| <b>06</b>    | <b>Assessment of City Medians and Rights of Way</b>                              | Conduct a comprehensive review of City medians and rights-of-way to improve maintenance efficiency, aesthetics, and functionality. Focus on enhancing landscaping, addressing aging infrastructure, and ensuring cost-effective, long-term upkeep.                                                    | Public Works                                  |







# Palm Desert City Council Goal Setting Session

February 27, 2025





# WHY ARE WE HERE?



Review progress on  
2024 Goals



Receive input & direction  
for 2025 Goals

# RECAP 2024: CSU Palm Desert Campus

Advocate for creating a Cal State University Palm Desert Campus or other education-related uses on the land donated by the City for this purpose.

## ACCOMPLISHMENTS



PLCV and City staff maintained communication with CSUSB Leadership to coordinate the timing of improvements and the construction of the new Student Services Building.



Established quarterly meetings with CSUSB leadership for ongoing coordination and campus development on: Student Services Building; development of the City's fire station; partnerships for flood control, dust mitigation, and park development; and rail station study and IID/SCE infrastructure.



Discussions are underway for developing park space and drainage improvements. A letter of intent outlining joint/shared use of these facilities was submitted to CSUSB Leadership. Under this agreement, approximately 20-25 acres of the campus could be improved.

## NEXT STEPS



The Student Service Building is expected to receive State Architect approval in Q1 2025, allowing construction to begin in Q2 2025.



The Student Services Advisory Committee is exploring fundraising for additional site improvements, including a new clock tower.



Continue pursuing a collaboration on future park development and drainage improvements. Quarterly meetings are scheduled for 2025.

# RECAP 2024: Desert Willow Strategy

Develop a strategy for the disposition and development of the remaining undeveloped Desert Willow properties.

## ACCOMPLISHMENTS



Lots A/B: Lot A is under construction for parking lot improvements to support Desert Willow and DSRT Surf. Staff remains engaged with DSRT Surf to monitor and inspect ongoing construction activities.



Lots C/D: Housing and Community Development (HCD) cleared Lots C/D for sale outside the SLA process. A deed restriction has been recorded, mandating that 10% of any housing development be designated for affordable housing.



Lot E: HCD approved the City's plan to sell Lot E to Blieu Development for the construction of a 130-unit affordable housing project.

## NEXT STEPS



Lots C/D: Pending negotiations with Kam Sang Company, a Purchase and Sale Agreement for a new resort style project will be presented to the City Council in Q2 2025.



Lot E: Finalization of the Purchase and Sale Agreement with Blieu Development for the sale of the 8-acre parcel at market rate in Q2 2025. This agreement will facilitate the construction of a 130-unit affordable housing project.

# RECAP 2024: Business Recruitment

Develop a plan to identify and recruit retail, entertainment, and other businesses to contribute to Palm Desert's unique shopping and entertainment offerings.

## ACCOMPLISHMENTS



Collaborating with Fountainhead Development on site acquisition of 18+ acres of undeveloped land along Monterey Ave, north of Lowe's Home Improvement. The proposed development includes a mix of retail, drive-thru establishments, and a large food and beverage entertainment facility.



The City Council approved a new business assistance package for businesses impacted by fire and/or floods, offering relocation assistance, plan check and inspection fee waivers, and impact fee waivers to expedite reopening.



Engaged The Retail Coach for targeted outreach to new sit-down restaurant concepts entering California and to identify compatible retailers for large-format shopping centers and the El Paseo corridor.

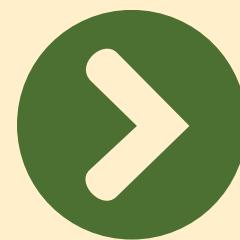
## NEXT STEPS



Monitor recent bankruptcy filings for retailers in Palm Desert and remain engaged with property owners, brokers, and leasing agents to identify suitable replacements.



Continue collaborating with property owners to explore new development opportunities throughout the City, focusing on El Paseo, Highway 111, San Pablo, and areas near Interstate 10.



Continue discussion with representatives of Dick's Sporting Goods and IKEA for new concepts stores and collaborate with Top Golf to identify a suitable location in Palm Desert.

# RECAP 2024: North Sphere Planning

Analyze market conditions, address infrastructure deficiencies, and identify a strategy for potential changes in land use patterns in the North Sphere.

## ACCOMPLISHMENTS



Continued work on the development of a comprehensive Unified Development Code (UDC), aimed at streamlining development standards for future projects.



Continued working on amendments to the University Neighborhood Specific Plan (UNSP) to facilitate: 1) development of a 20- to 40-acre park site, 2) mixed-residential housing, 3) neighborhood-serving retail center, 4) updated circulation plan, and 5) enhanced streetscape improvements.



Collaborated with IID and Berger Foundation on the development of a new electrical substation in Thousand Palms.

## NEXT STEPS



Continue refining the preferred land use plan for the UNSP and prepare updates for the City Council, residents, and stakeholders.



Maintain communication with SCE and prospective developers to coordinate new development projects in the northern sphere.



Coordinate meetings with the UDC City Council Subcommittee to review and refine the draft UDC.



Provide updates to the City Council on the IID and Berger Foundation proposal for the Thousand Palms substation, which will supply essential electrical infrastructure for northern PD's growth.

# Development Services - Key Projects

| Key Project                            | Status                                                                                                                                                                                                                                                                        | Completion             |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| University Neighborhood Specific Plan  | <ul style="list-style-type: none"> <li>Contract amendment</li> <li>Identify final location of sports fields/CSU</li> </ul>                                                                                                                                                    | Q4 2025                |
| Hillside Development Ordinance         | <ul style="list-style-type: none"> <li>Subcommittee Meeting January 2025</li> <li>Study Session March 27, 2025</li> </ul>                                                                                                                                                     | Q4 2025                |
| Downtown Zoning                        | <ul style="list-style-type: none"> <li>Subcommittee Meeting March 7, 2025</li> <li>Staff processing general plan and zoning map cleanup for single family</li> <li>Zoning amendment (height, overlays, etc.)</li> </ul>                                                       | Q2 2025<br><br>Q4 2025 |
| Downtown Objective Design Standards    | <ul style="list-style-type: none"> <li>Adjusted completion to focus on hillside</li> <li>Completing Assessment</li> </ul>                                                                                                                                                     | Q1 2026                |
| Unified Development Code & Code Update | <ul style="list-style-type: none"> <li>Finalizing Assessment Memo               <ul style="list-style-type: none"> <li>Staff - 547 issues in Ch. 25 Zoning</li> <li>Complete overhaul of subdivision and grading</li> </ul> </li> <li>Study Session April 10, 2025</li> </ul> | Q3 2026                |



# RECAP 2024: Mall Redevelopment

Coordinate with the property owner(s) for adaptive reuse of the mall properties to ensure solid tax revenue for the city and build upon Palm Desert's vision.

## ACCOMPLISHMENTS



Met with Pacific Retail Capital Partners (PRCP) at ICSC to discuss their planning efforts for mall redevelopment. PRCP focus has been stabilizing the property, making strategic hiring decisions, and engaging with other property owners to incorporate their needs into the redevelopment plan.



Met with PRCP to discuss their possible acquisition of the mall and to ensure the City's and PRCP vision for use and redevelopment of the site are aligned.



Held a two-day design charrette with PRCP in Palm Desert to review initial concepts for new housing, open space, and pad buildings.

## NEXT STEPS



City staff remains engaged with PRCP to monitor the timeline for planning, entitlements, and site redevelopment. A formal planning application is anticipated to be submitted in Q2 2025.



Continue to identify large-format retailers to commit to the site and work through the Surplus Land Act (SLA) for disposition of the city-owned parcels as needed to facilitate redevelopment.



# RECAP 2024: Sales Tax Initiative/Measure G

Complete public outreach and surveying efforts regarding the City's budget and financial outlook related to a potential sales tax initiative. An update was provided to the City Council on June 13, 2024. Following extensive dialogue on related issues, the City Council unanimously approved placing the measure on the November 5, 2024, ballot.

## ACCOMPLISHMENTS



The City Council unanimously approved placing Measure G on the November 5, 2024, ballot.



Voters approved Measure G with 65.52% support, with voter turnout reaching 80.96%



Upon passage of Measure G, in December 2024, the City Council adopted the required resolutions and agreements for submission to the CDTFA to facilitate the collection and distribution of the tax.

## NEXT STEPS



The City Council adopted a five-year spending plan for Measure G tax revenues:

- Fire prevention and emergency response operations
- Additional sworn law enforcement officers and technology upgrades
- Flood control measures
- North Sphere Regional Park development
- Palm Desert Library construction
- Replenishment of operational reserves



In alignment with the spending plan, the City Council approved funding for additional sworn officers and construction of Fire Station No. 102.



Staff is developing a quarterly report for the Finance Committee to monitor the collection and use of the one-cent sales tax. Upon review, the report will be forwarded to the City Council.

# RECAP 2024: Environmental Initiatives

Implementation of the Environmental Initiatives Plan includes the following: environmentally friendly landscaping, green building materials, solar, alternative fuel vehicles for the city fleet, water and energy conservation, recycling, and other sustainability-related projects. Work with the Resources Preservation and Enhancement Committee (RPEC) to implement initiatives.

## ACCOMPLISHMENTS



Throughout 2024, staff continued progress on key projects, including:

- Photovoltaic system installations
- Traffic calming measures
- Fleet vehicle and EV charging assessments
- Green pavement maintenance
- Edible food recovery education and compliance



Established a work plan for the Resource Preservation and Enhancement Committee.



Collaborated with CVAG on Palm Desert's portion of the regional Comprehensive Climate Action Plan.

## NEXT STEPS



Completion of the Comprehensive Climate Action Plan and the updated Greenhouse Gas Inventory.



Explore reallocation of \$118,000 in Energy Efficiency and Conservation Block Grant funding to support energy efficiency upgrades at City facilities.



Quarterly project updates to the City Council to track progress on environmental initiatives.

# RECAP 2024: North Palm Desert Parks

Gather community input, design, and build community and regional parks in north Palm Desert.

## ACCOMPLISHMENTS



Community Park: Following initial approval, staff engaged a construction management team to assist with plan review and cost validation. Capital Projects staff input led to improvements in park accessibility and traffic flow. Additionally, construction of Section 29 retention basin was completed, and survey data was collected to serve as a basis for future construction plans.



Regional Park: A 35-acre regional sports park concept was incorporated into the University Neighborhood Specific Plan initial designs. Discussions with CSUSB staff led to considerations of an alternative site on CSUSB Palm Desert campus. City staff is now developing a conceptual plan for the site to ensure it meets the needs of both the City and CSUSB.

## NEXT STEPS



Community Park: The updated community park conceptual plans will be presented to the Parks and Recreation Committee and a community engagement meeting is planned for February or March 2025. Following outreach, the updated conceptual plans will be presented to the City Council for finalization to move into construction documents phase.



Regional Park: An updated conceptual plan for the regional sports park at the CSUSB Palm Desert campus will be presented to the college staff. City and college staff will continue collaborating on a Letter of Intent outlining the arrangement for the mutually beneficial park.

# RECAP 2024: Public Safety Improvements

Explore new technology, review budgets, and gain efficiency for improved public safety services.

## ACCOMPLISHMENTS



Amended the Law Enforcement Services Agreement to add six sworn officers, implemented in two phases.

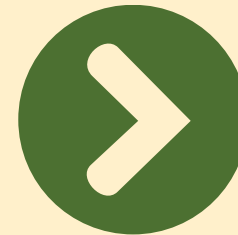


Award a contract for Phase 3 of the Automated License Plate Recognition (ALPR) system, increasing the total number of cameras to 115.



Awarded a design contract for the fourth fire station. Bidding for Fire Station 102 was completed in December 2024, and construction remains on track.

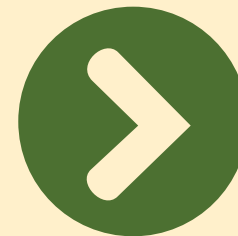
## NEXT STEPS



Outreach initiatives will expand to include an increased focus on crime prevention, community safety, and emergency preparedness, emphasizing disaster readiness and awareness of available local resources to empower residents.



City staff will provide updates to the City Council on performance metrics and overall effectiveness of the ALPR system and will evaluate opportunities to expand the ALPR system to further support law enforcement efforts.



Enhance street outreach by incorporating case management, connections to permanent supportive housing, and addressing community hot spots.

# RECAP 2024: Active Transportation Projects

Analyze relevant studies to develop a 5-year Active Transportation Project plan that includes opportunities to enhance CV Link, PD Link/bike lanes, and incorporate these projects into the 5-year CIP budget.

## ACCOMPLISHMENTS



Substantial completion of construction on the Haystack Road Traffic Calming Improvements (Phase II) and PD Link (Phase II) projects.



Conceptual designs for Walk and Roll PD Phase II (Bike Lane Improvements) and Phase III (Pedestrian Improvements) were finalized and progressed to schematic design.



Completed construction of the Monterey & Fred Waring and Haystack & Hwy 74 Intersection Improvements project.



Expanded community outreach efforts and incorporated community feedback to redesign multiple ATP projects.

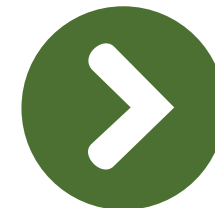
## NEXT STEPS



Continue public engagement through community meetings, providing updates, addressing concerns, and gathering feedback to refine project details.



Complete design and construction of Walk and Roll PD Phase II (Bike Lane Improvements).



Complete design and construction of Walk and Roll PD Phase III (Pedestrian Improvements)



Complete the design and construction of Eldorado Drive bike lanes.



# 2025 Candidate Goals Summary

| Member      | Priority 1                                                | Priority 2                                        | Priority 3                                         |
|-------------|-----------------------------------------------------------|---------------------------------------------------|----------------------------------------------------|
| Nestande    | North Sphere Development & Infrastructure Planning        | AI, Business Innovation, and Entrepreneurship Hub | Mall Redevelopment                                 |
| Pradetto    | Update Development Code to Streamline Processes           | Energy for North Palm Desert/IID Territory        |                                                    |
| Quintanilla | Increase Experienced Based/<br>Family Friendly Activities | CSU Palm Desert Campus                            | Grant Funding to Increase Local Electrical Storage |
| Trubee      | Monthly Reporting of Contract Procurement                 | Alternatives to City Foundation                   |                                                    |
| Harnik      | Crime Prevention Technology (ALPR, Speed Detection, etc.) | Assessment of City Medians                        | Building and Landscape Fire Prevention by Design   |

# 2025 Candidate Goals - Councilmember Nestande

| Priority       | Title                                                                                                                                                                                                                                                                  | Description                                                                                                                                                          |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01             | North Sphere Development & Infrastructure Planning                                                                                                                                                                                                                     | Focus on building Fire Station 102, a Regional Park, Downtown Commercial Center, and beautifying the public spaces with art sculptures and landscaping.              |
| Justification: | The population in the North Sphere is growing quickly with more than 6,000 housing units over the coming years. Infrastructure is needed. This infrastructure is foundational to high quality of life and character of our community.                                  |                                                                                                                                                                      |
| 02             | Regional Hub for AI, Business Innovation, and Entrepreneurship                                                                                                                                                                                                         | Collaborate and support efforts with CSUSB Palm Desert Campus and the Entrepreneur Resource Center to foster entrepreneurial and AI technology business development. |
| Justification: | Cities that embrace Entrepreneurship and AI technology will position themselves as leaders in emerging industries, attracting investment and talent, which will stimulate & diversify our economic growth which results in improved quality of life for our residents. |                                                                                                                                                                      |
| 03             | Mall Redevelopment                                                                                                                                                                                                                                                     | Continue to evaluate options for adaptive reuse of the Mall.                                                                                                         |
| Justification: | It is the center of our region and key to economic stability and growth.                                                                                                                                                                                               |                                                                                                                                                                      |

# CSU Announces Landmark Initiative to Become Nation's First and Largest AI-Empowered University System

2/4/2025

AI tools and training will be available to all 460,000 students and 63,000 faculty and staff.





**Sales Tax Generated By  
Palm Desert Mall**

| <b>Fiscal Year</b>   | <b>1% Tax to PD (\$)</b> | <b>Taxable Sales (\$)</b> |
|----------------------|--------------------------|---------------------------|
| <b>FY 18-19</b>      | <b>1,720,369</b>         | <b>172,036,900</b>        |
| <b>FY 19-20</b>      | <b>1,000,028</b>         | <b>100,002,800</b>        |
| <b>FY 20-21</b>      | <b>1,710,409</b>         | <b>171,040,900</b>        |
| <b>FY 21-22</b>      | <b>1,760,844</b>         | <b>176,084,400</b>        |
| <b>FY 22-23</b>      | <b>1,673,156</b>         | <b>167,315,600</b>        |
| <b>FY 23-24</b>      | <b>1,635,002</b>         | <b>163,500,200</b>        |
| <b>FY 24-25 est.</b> | <b>1,607,570</b>         | <b>160,757,000</b>        |

# 2025 Candidate Goals - Councilmember Pradetto

| Priority       | Title                                                                                                                                                                                                                                                                                                               | Description                                                                                                                                                                                                                                                                                                                                                         |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01             | Expedite Update Development Code                                                                                                                                                                                                                                                                                    | We are in the process of updating our development code. I would like to complete this project this year and include changes that streamline the development process to be more business friendly. Ideas include not requiring planning commission hearings for plot plans and expanding retail uses (such as allowing golf cart sales and service in retail zones). |
| Justification: | We are already doing this work and expediting it to streamline development will make Palm Desert more competitive in attracting business investment.                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                     |
| 02             | Energy for North Palm Desert/IID Territory                                                                                                                                                                                                                                                                          | A lack of energy transmission in IID territory, which includes North Palm Desert, has created an effective building moratorium of a long and unknown duration. As California experiences a housing crisis, building more housing is an important part of the fix, and we need to find a proactive solution to provide power to facilitate development               |
| Justification: | CA is in a housing crisis, and building more homes will increase supply to stabilize costs. This is a critical problem that has stalled development, and, without proactive solutions, it could take more than a decade to resolve, based on the present time frame to buy and receive parts and build substations. |                                                                                                                                                                                                                                                                                                                                                                     |

# 2025 Candidate Goals - Councilmember Quintanilla

| Priority       | Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Description                                                                                                       |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| 01             | Increase Experience Based/<br>Family Friendly Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Second request to include space at the PD Mall for family friendly activities such as bowling and karaoke booths. |
| Justification: | 1. Economic growth opportunity for merchants in the area as demonstrated. (See 2024 submission)<br>2. Increase family friendly activities that do not have competitors in the area, or would enhance quality of the activities. Nearest karaoke booths are outside of a 60-mile radius. Bowling at Fantasy Springs Casino in Indio frequently has long wait times and families do not want to be waiting in a casino to pass time. Palm Springs Lanes is in need of many upgrades and retrofitting that has reduced visits.                                                                         |                                                                                                                   |
| 02             | CSU Palm Desert Campus                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Expand lobbyists efforts to approve and fund CSU Palm Desert through student focused campaign.                    |
| Justification: | This reinforces part of the ongoing goals and Master Plan. By increasing student voices, legislators will understand the essential need. We need to establish a group of students from CSUSB-PDC, College of the Desert, and high school students. Few legislators have direct experience with admissions, articulations and transfer, concurrent enrollment, and disproportionate costs of tuition and housing. The symbiotic relationship will also give students relevant experience for internships, scholarships and admission opportunities for secondary and post-secondary degree programs. |                                                                                                                   |

# 2025 Candidate Goals - Councilmember Quintanilla

| Priority       | Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Description                                                                                   |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| 03             | Seek Grant Funding to Increase Local Electrical Storage                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Explore opportunities for electrical battery storage, in place of community aggregate system. |
| Justification: | <p>SoCal Edison and Imperial Irrigation District are years away from building substations to meet our growing needs. The Los Angeles wildfires have only expanded the timeline of 6-8 years prior to the natural disaster. The Coachella Valley generates a substantial source of power for SCE, and during the Summer, we are not immune from brown-outs.</p> <p>With the growing use of AI, there is an increased demand for power and we must be prepared in the event of a natural disaster of our own.</p> |                                                                                               |

# 2025 Candidate Goals - Mayor Pro Tem Trubee

| Priority       | Title                                                                                                    | Description                                                        |
|----------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| 01             | Monthly Reporting of Contract Procurement from Outside Agencies                                          | Monthly Reporting of Contract Procurement from Outside Agencies    |
| Justification: | Transparency and accountability to taxpayers.                                                            |                                                                    |
| 02             | Alternatives to City Foundation                                                                          | Look into an alternative method for fundraising for City projects. |
| Justification: | Less demand on staff time and overall cost. Desert Community Foundation comes to mind as an alternative. |                                                                    |

# 2025 Candidate Goals - Mayor Harnik

| Priority       | Title                                                                                                                                                                                                                                                                                                                                                     | Description                                                                                                                                                                    |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01             | Crime Prevention Technology                                                                                                                                                                                                                                                                                                                               | Continue efforts to create a Citywide security, safety, and crime prevention system through implementation of ALPRs, speed detecting cameras, and state-of-the-art technology. |
| Justification: | The camera systems have shown to be effective in our community and further use will not only buoy the security, protect community members and guests, and prevent and deter crime, all while using the most cost effective methods.                                                                                                                       |                                                                                                                                                                                |
| 02             | Assessment of City Medians                                                                                                                                                                                                                                                                                                                                | Factoring in extreme weather events, emergency conditions, line-of-sight, and aesthetics, review needs, landscaping, possible assets or deficits in the PD inventory.          |
| Justification: | The beauty of Palm Desert is critical to its success. Vehicles, pedestrians, and alternative mobilities, all must be safe on Palm Desert's road system and the medians are important in achieving that. Additionally given the extreme heat, winds, storms, and wildfires we have witnessed, Palm Desert is best served by addressing issues proactively. |                                                                                                                                                                                |
| 03             | Building and Landscape Fire Prevention by Design                                                                                                                                                                                                                                                                                                          | Develop a program similar to RivCo Sheriff's Crime Prevention through Environmental Design (CPTED) program but addressing fire issues.                                         |
| Justification: | What SoCal has experienced recently is an illustration of the disastrous possibilities wildfires present. If all buildings - including homes, businesses, schools, have the knowledge provided by fire professionals, and take a proactive approach, disaster may be avoided.                                                                             |                                                                                                                                                                                |

# 2025 City Council Candidate Goals

|    |                                                       |
|----|-------------------------------------------------------|
| 01 | North Sphere Development & Infrastructure Planning    |
| 02 | AI, Business Innovation, and Entrepreneurship Hub     |
| 03 | Mall Redevelopment                                    |
| 04 | Expedite Update to the Development Code               |
| 05 | Energy for North Palm Desert/IID Territory            |
| 06 | Increase Experienced Based/Family Friendly Activities |
| 07 | CSU Palm Desert Campus                                |

|    |                                                     |
|----|-----------------------------------------------------|
| 08 | Seek Grants to Increase Local Electrical Storage    |
| 09 | Monthly Reporting of Contract Procurement           |
| 10 | Alternatives to City Foundation                     |
| 11 | Crime Prevention Technology (ALPR, Speed Detection) |
| 12 | Assessment of City Medians                          |
| 13 | Building and Landscaping Fire Prevention by Design  |

## Staff Recommendations

- If supported by the City Council, a Monthly Report of Contract Procurement can be addressed administratively with follow-up to the City Council.
- If supported by the City Council, alternatives to a City Foundation can be addressed administratively with follow-up to the City Council.

# 2025 City Council Goals - Proposed

|    |                                                                                                                  |
|----|------------------------------------------------------------------------------------------------------------------|
| 01 | CSU Palm Desert Campus/AI, Business Innovation, and Entrepreneurship Hub                                         |
| 02 | North Sphere Development, Infrastructure Planning, and Electrification<br>(including grants for Battery Storage) |
| 03 | Mall Redevelopment/Increase Experienced Based & Family Friendly Activities                                       |
| 04 | Expedite Update to Development Codes/Fire Prevention by Design                                                   |
| 05 | Crime Prevention Technology (ALPR, Speed Detection)                                                              |
| 06 | Assessment of City Medians                                                                                       |

- To be addressed administratively:
- Monthly Report of Contract Procurement.
  - Alternatives to a City Foundation.



# Reference - 2024 City Council Goals

|                           |                                    |
|---------------------------|------------------------------------|
| 1. CSU Palm Desert Campus | 6. Sales Tax Initiative/Measure G  |
| 2. Desert Willow Strategy | 7. Environmental Initiatives       |
| 3. Business Recruitment   | 8. North Palm Desert Parks         |
| 4. North Sphere Planning  | 9. Public Safety Improvements      |
| 5. Mall Redevelopment     | 10. Active Transportation Projects |



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: March 13, 2025

PREPARED BY: Cesar Lopez, Associate Engineer

SUBJECT: RESOLUTION APPROVING FINAL TRACT MAP NO. 38866

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## **RECOMMENDATION:**

Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE FINAL SUBDIVISION OF FINAL TRACT MAP NO. 38866."

## **BACKGROUND/ANALYSIS:**

On June 18, 2024, the Planning Commission approved a Vesting Tentative Tract Map 38866 (TTM 38866) Shadow Ridge by Resolution No. 2873, a request by Toll Brothers (Applicant), 350 Commerce, Ste 200, Irvine, CA 92602, on behalf of record owner Marriott Ownership Resort, Inc., a Delaware Corporation, to subdivide approximately 20.69 acres into 93 numbered lots and 13 lettered lots for the development of a single-family residential community with private open space, landscape and vehicular access located on Shadow Ridge Road, generally south of Gerald Ford Drive and east of Monterey Avenue.

Resolution No. 2873 included Conditions of Approval for certain improvements to be constructed and impact fees to be paid. The City Engineer has determined that FTM 38866 meets the application requirements of the Subdivision Map Act and the City's ordinances. The Final Map has been deemed technically correct by the City Engineer, and the Conditions of Approval in the resolution have been satisfied for FTM 38866. Applicant has entered into a Subdivision Improvement Agreement with bonds for the completion and payment of these improvements based on the Preliminary Cost Estimates provided to the City and approved by the City Engineer.

The Covenants, Conditions, and Restrictions (CC&Rs) of the Homeowner's Association (HOA) document the maintenance obligations for the proposed site, which includes maintaining all lots reserved for open space, landscaping and storm drain purposes, and all landscaping located in the public right-of-way adjacent to private property and within medians and roundabouts within the community.

## **Legal Review:**

This report has been reviewed by the City Attorney's Office.

## **Environment Review:**

The proposed Final Map is a project under CEQA. The adoption of the Final Map is exempt from CEQA under Section 15268(b) of Chapter 3 of Title 14 of the California Code of Regulations (State CEQA Guidelines). Section 15628(b) exempts ministerial approval by public agencies from CEQA. Final Maps are specifically cited as a type of ministerial permit. Therefore, this project qualifies for the identified exemption.

**FINANCIAL IMPACT:**

There is no immediate impact on the General Fund with this action.

On February 27, 2025, the City Council adopted ordinance 1426, a CFD for Palm Desert Community Facilities District No. 2025-1 (Shadow Ridge Public Services). The effective date is March 29, 2025 (30 calendar days from 2/27/25). The CFD is intended to provide revenue sources to support police services, fire and ambulance and emergency response services, parks and open space maintenance, lighting and landscape maintenance, administrative fees of the City and any other services permitted under the Mello-Roos Community Facilities Act of 1982.

**ATTACHMENTS:**

1. Resolution 2025-
2. Conditions of Approval Res No. 2873
3. Tentative Tract Map 38866
4. Final Tract Map 38866
5. Grading Agreement and Bonds
6. Subdivision Improvement Agreement and Bonds

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM  
DESERT, CALIFORNIA, APPROVING THE FINAL SUBDIVISION MAP OF  
TRACT MAP 38866

WHEREAS, the Tract Map conforms to the requirements of the Subdivision Map Act and City Ordinances; and

WHEREAS, the Tentative Tract Map 38866 (TTM 38866) was approved to subdivide 93.5 acre site into 1 condominium lot (14.29 acres) and 332 single family residential lots (approximately 70 acres); and

WHEREAS, the Final Subdivision Map of Tract Map 38866 has been approved by the City Engineer as a phasing map through Condition of Approval 21 of Resolution No. 2022-93; and

WHEREAS, at its regular meeting on August 22, 2024, the City Council of the City of Palm Desert adopted Resolution 2024-066, approving the final subdivision map of Final Tract Map No. 38434-1 for the first phase of the project which included 135 single-family lots, 10 public street and infrastructure lots, 11 lots of open space, and one lot for a clubhouse; and

WHEREAS, Resolution 2024-066 included approval of grading, subdivision improvement, and maintenance and easement agreements for the entirety of Tract Map 38434, including phase 2; and

WHEREAS, the Final Subdivision Map of Tract Map 38434-2 has been approved by the City Engineer as a phasing map and securities posted for the associated phases. Final Subdivision Map of Tract 38434-2 includes 197 single family residential lots, 10 lots for public streets, and 7 lots for private open space; and

WHEREAS, the Final Subdivision Map of Tract Map 38866, has met the Conditions of Approval for this project (Resolution Nos. 2022-93, 2841, and 2859).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Final Subdivision Map of Parcel Map 38434-2, City of Palm Desert, California, is hereby approved as the official map of said tract, subject to the conditions of the Tentative Map.

SECTION 3. The Director of Development Services is directed to process the

Tract Map for recording upon receipt of the required payment of all fees.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon this adoption.

ADOPTED ON \_\_\_\_\_, 2025.

\_\_\_\_\_  
JAN HARNIK, MAYOR

ATTEST:

\_\_\_\_\_  
ANTHONY J. MEJIA, CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-\_\_ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on \_\_\_\_\_, 2025.

---

ANTHONY J. MEJIA  
CITY CLERK





PLANNING COMMISSION RESOLUTION NO. 2873

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALM DESERT CALIFORNIA, APPROVING VESTING TENTATIVE TRACT MAP NO. 38866 TO SUBDIVIDE APPROXIMATELY 20.69-ACRES INTO 93 NUMBERED LOTS, AND 13 LETTERED LOTS FOR THE DEVELOPMENT OF A SINGLE-FAMILY RESIDENTIAL COMMUNITY WITH PRIVATE OPEN SPACE, LANDSCAPE AND VEHICULAR ACCESS LOCATED ON SHADOW RIDGE ROAD GENERALLY SOUTH OF GERALD FORD DRIVE AND EAST OF MONTEREY AVENUE AND FINDING THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).  
CASE NOS. VTTM 38866 (TTM23-0005)

WHEREAS, on December 20, 2023, the applicant, Toll Brothers, filed a formal application with the City of Palm Desert for the approval of Vesting Tentative Tract Map No. 38866 (TTM23-0005) to subdivide approximately 20.69 gross acres into 93 single-family residential lots with a minimum lot size of 5,500-square-feet, and lots for private streets, landscape and open space areas, and other related dedications ("Project") located on the Designated Remainder Parcel 4 and Designated Remainder Parcel 5, and Lot "D" of Tract 28818-1 on Riverside County Assessor Parcel Number(s) 694-290-010, -011, 694-320-010, and -011 ("Project Site"); and

WHEREAS, the applicant filed Vesting Tentative Tract Map ("VTTM") 38866 concurrently with an application for a Precise Plan (PP23-0023) for the proposed site improvements on the Project Site and development standards for the VTTM; and

WHEREAS, VTTM 38866 has a General Plan land use designation of Resort and Entertainment Center, and a Zoning Designation of Planned Residential – 5 Dwelling Units per Acre (PR-5); and

WHEREAS, the Project Site is subject to the requirements of Development Agreement 98-1 as amended by Palm Desert City Council Resolution No. 24-003; and

WHEREAS, the subject VTTM 38866 conforms with the City of Palm Desert 2040 General Plan, Subdivision Ordinance, and Zoning Ordinance; and

WHEREAS, under Section 21067 of the Public Resources Code, Section 15367 of the State California Environmental Quality Act ("CEQA") Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), and the City of Palm Desert's ("City's") Local CEQA Guidelines, the City is the lead agency for the Project; and

WHEREAS, in accordance with State CEQA Guidelines Section 15063, the City prepared an Initial Study to determine if the Project may have a significant effect on the environment and to evaluate whether an Environmental Impact Report (EIR) was required; and

WHEREAS, State CEQA Guidelines Section 15183 (Public Resources Code §21083.3), provides that projects which are consistent with a Community Plan, General Plan, or Zoning for which an environmental impact report (EIR) has been certified "shall not require

## PLANNING COMMISSION RESOLUTION NO. 2873

additional environmental review, except as might be necessary to examine whether there are project specific significant effects which are peculiar to the project or its site;" and

WHEREAS, an Environmental Impact Report (SCH # 2015081020) was certified by the City of Palm Desert City Council for the 2040 Palm Desert General Plan; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the June 18, 2024, hold a duly noticed public hearing to consider the request by the Applicant for approval of VTTM 38866; and

WHEREAS, at the said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the Planning Commission did find the following facts and reasons, which are outlined in the staff report exist to justify approval of said request; and

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Palm Desert, California, as follows:

SECTION 1. Recitals. The Planning Commission hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. Findings on Tentative Tract Map. Under PDMC Section 26.20.100(C), the findings for the tentative map are the following:

1. That the density of the proposed subdivision is consistent with applicable general and specific plans.

*The map has been found to be consistent with the density, lot development standards, and land uses of the General Plan Land Use Designation for the Resort and Entertainment District which permits residential densities of up to 10 dwelling units per acre. The proposed Vesting Tentative Tract Map proposes to develop 93 residential lots on approximately 20.69-acres for a residential density of approximately 4.49 dwelling units per acre which is below the maximum density envisioned by the General Plan Land Use Element and allowable unit count of up to 207 dwelling units on the site.*

2. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

*The design and improvement of the subdivision is consistent with the applicable general plan requirements for lot standards, the circulation, and distribution of land uses. The onsite improvements will be completed according to City standards and the specific requirements of the Subdivision Ordinance. The project site provides adequate vehicular and pedestrian circulation to surrounding land uses.*

## PLANNING COMMISSION RESOLUTION NO. 2873

3. That the site is physically suitable for the type of development.

*The site is physically suitable for the type of residential development as the proposed intensities are consistent with the uses analyzed by the General Plan Environmental Impact Report, envisioned for the Resort and Entertainment District, and allowed by the Planned Residential zoning designation. The site has suitable access, grading, drainage, and zoning to allow the development. Drainage has been analyzed in accordance with City development standards and code requirements.*

4. That the site is physically suitable for the proposed density of development.

*The site is physically suitable for the density of residential development as the proposed intensities are consistent with the densities analyzed by the General Plan Environmental Impact Report, envisioned for the Resort and Entertainment District, and allowed by the Planned Residential zoning designation. The site has suitable access, grading, drainage, and zoning to allow the development. The project is proposing 93 residential dwellings, which is below the 103 residential dwellings allowed by the Zoning Designation on the site, and below the 207 residential dwellings allowed by the General Plan Land Use Designation on the site.*

5. That the design of the subdivision or the improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

*The design of the subdivision and improvements will not cause damage or substantially injure wildlife habitat. The subject property is in an urbanized area of Palm Desert which has been disturbed and is adjacent to major roadways, including Gerald Ford Drive and Monterey Avenue. The site is vacant and surrounded by golf course and timeshare developments. A biological assessment of the site was prepared for the project and did not identify suitable habitats for wildlife that could be damaged or affected as a result of the development of the Project. Ground-disturbing activities for the development of the Project shall comply with the Migratory Bird Treaty Act, as well as preparation of a burrowing owl survey prior to ground-disturbing activities and prior to the removal of vegetation or tree removal shall ensure no habitat is damaged in accordance with Mitigation Measure MM 4.5-1 of the General Plan EIR and recommendations of the Biological Assessment prepared for the project.*

6. That the design of the subdivision or the type of improvements is not likely to cause serious public health problems.

*The design of the subdivision is not likely to cause serious health problems. The Project is not located within a hazardous area that would be subject to flooding, liquefaction, landslides, fault zones, or other natural hazards. The Project does not generate adverse effects that would cause public health problems. Ground-disturbing activities are conditioned to prepare plans to control fugitive dust. The access locations to the subdivision have been evaluated in accordance with the*

## PLANNING COMMISSION RESOLUTION NO. 2873

*Specific Plan and will not adversely affect public health. The design of the subdivision and the type of improvements are not likely to cause public health problems. Future building and infrastructure shall be constructed in compliance with applicable Zoning, Building, and Fire codes.*

SECTION 3. CEQA. The application has complied with the requirements of the “City of Palm Desert Procedure for Implementation of CEQA” Resolution No. 2019-41, in that the Planning Commission finds that the Project is consistent with the approved General Plan and Zoning Ordinance and that other project-specific impacts were evaluated in the Initial Study (15183 Analysis) prepared for the project and that no further environmental review is required under State CEQA Guidelines 15183. CEQA Guidelines Section 15183 allows for a streamlined environmental review process for projects, which are consistent with the development density established by existing zoning, community plan, or General Plan policies for which an EIR was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the Project or its sites. If the above qualifications are met, as stated in Section 15183(b), “a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis: (1) are peculiar to the Project or the parcel on which the Project would be located, (2) were not analyzed as significant effects in a prior EIR on the zoning action, General Plan or community plan, with which the Project is consistent, (3) are potentially significant off-site impacts, and cumulative impacts which were not discussed in the prior EIR prepared for the General Plan, community plan or zoning action, or the Project’s CEQA Section 15183 Analysis (4) are previously identified significant effects which, as a result of substantial new information, which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.” An Initial Study has been prepared to document the findings to satisfy the requirements of CEQA Guidelines Section 15183. It analyzes the potential environmental effects of the proposed Project and evaluates whether they were adequately analyzed in a prior EIR such that the above-identified streamlining criteria apply. The Project is consistent with the Palm Desert General Plan Update (General Plan Update), for which an EIR (SCH No. 2015081020) was certified. The General Plan Update provides a framework for future growth of the City and projects the development reasonably expected to occur during the buildout period. The General Plan Update EIR analyzed the environmental impacts associated with the adoption and implementation of the General Plan Update. The proposed Project is permitted in the zoning district where the Project site is located and consistent with the land uses, density, and vision of the 2040 Palm Desert General Plan; and

SECTION 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City’s office at 73510 Fred Waring Drive, Palm Desert, CA 92260. Richard D. Cannone, AICP, the Secretary to the Palm Desert Planning Commission, is the custodian of the record of proceedings.

SECTION 5. Project Approval. The Planning Commission approves Vesting Tentative Tract Map 38866, subject to the Conditions of Approval attached hereto as Exhibit “A” and subject to the pad elevation matrix attached hereto as Exhibit “B”.

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SECTION 6. Execution of Resolution. The Chairperson of the Planning Commission signs this Resolution, and the Secretary to the Commission shall attest and certify to the passage and adoption thereof.

ADOPTED ON June 18, 2024

DocuSigned by:  
*Joe Pradetto*  
C043234D53CF410...

JOSEPH PRADETTO  
CHAIRPERSON

ATTEST:

DocuSigned by:  
*Richard D Cannone*  
37DB692259454EC...

RICHARD D. CANNONE, AICP  
SECRETARY

I, Richard D. Cannone, AICP, Secretary of the City of Palm Desert Planning Commission, hereby certify that Resolution No. 2873 is a full, true, and correct copy, and was duly adopted at a regular meeting of the Planning Commission of the City of Palm Desert on June 18, 2024, by the following vote:

AYES: DELUNA, GREGORY, HOLT, PRADETTO  
NOES: NONE  
ABSENT: GREENWOOD  
ABSTAIN: NONE  
RECUSED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on July\_3\_, 2024.

DocuSigned by:  
*Richard D Cannone*  
37DB692259454EC...

RICHARD D. CANNONE, AICP  
SECRETARY

PLANNING COMMISSION RESOLUTION NO. 2873

**EXHIBIT A  
CONDITIONS OF APPROVAL  
CASE NO. VTTM 38866 (TTM23-0005)**

**PLANNING DIVISION:**

1. The development of the property shall conform substantially with exhibits on file with the Development Services Department, as modified by the following conditions.
2. The Applicant agrees that in the event of any administrative, legal, or equitable action instituted by a third party challenging the validity of any of the procedures leading to the adoption of these project approvals for the Project, or the project approvals themselves, the Developer and City each shall have the right, in their sole discretion, to elect whether or not to defend such action. Developer, at its sole expense, shall defend, indemnify, and hold harmless the City (including its agents, officers, and employees) from any such action, claim, or proceeding with counsel chosen by the City, subject to the Developer's approval of counsel, which shall not be unreasonably denied, and at the Developer's sole expense. If the City is aware of such an action or proceeding, it shall promptly notify the Developer and cooperate in the defense. The Developer, upon such notification, shall deposit with City sufficient funds in the judgment of the City Finance Director to cover the expense of defending such action without any offset or claim against said deposit to assure that the City expends no City funds. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect the information under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and City shall each have sole discretion to terminate its defense at any time. The City shall not settle any third-party litigation of project approvals without the Developer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed unless the Developer materially breaches this indemnification requirement.
3. The development of the property described herein shall be subject to the restrictions and limitations set forth herein, which are in addition to the approved development standards listed in the PDMC, and state and federal statutes now in force.
4. The Vesting Tentative Tract Map shall expire if the map is not recorded within twenty-four (24) months from the effective date of approval, unless an extension of time is granted by the Palm Desert Planning Commission otherwise, said approval shall become null, void, and of no effect whatsoever.
5. The Applicant shall obtain City approval for any modifications or revisions to the approval of this Vesting Tentative Tract Map.



PLANNING COMMISSION RESOLUTION NO. 2873

6. This land division shall comply with the State of California Subdivision Map Act and all requirements of Title 26 of the Palm Desert Municipal Code, unless modified by the conditions listed herein.
7. Prior to map approval, the Applicant shall demonstrate compliance with all conditions of the Second Amendment of Development Agreement 98-1 under Section 6 (Termination) Subsection 6.6 and that the Development Agreement has been terminated on the subject site. The final map shall not be approved until the Development Agreement has been terminated on the subject site.
8. The Applicant shall execute a written acknowledgment to the Planning Division stating acceptance of and compliance with all the Conditions of Approval of Resolution No. 2873 for VTTM 38866, and that the plans submitted are in compliance with the Conditions of Approval. No modifications shall be made to said plans without written approval from the appropriate decision-making body.
9. Prior to map approval, the Applicant shall prepare an exhibit that shows all open space lots within the tract and the entity responsible for the maintenance of each lot. The exhibit shall be reviewed and approved by the Development Services Department.
10. Prior to map approval, the Applicant shall submit a list of proposed street names for the tract. The list shall include a primary preferred name, and two alternate names for each respective street within the tract.
11. Prior to map approval, the Applicant shall establish a homeowners' association (HOA). The HOA's responsibility for maintenance shall include but is not limited to maintenance of private amenity areas and open space, landscaping, stormwater retention, and related infrastructure. The final maintenance plan shall include detailed text and illustrative diagrams indicating areas of responsibility for maintenance and shall be subject to approval by the Director of Development Services and City Engineer.
12. All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape and irrigation, grading, and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Development Services Department.
13. The Applicant shall be subject to payment of all applicable City fees in effect as of the effective date of this approval.
14. The lot and development standards of VTTM 38866 shall be as follows in the table below:

## PLANNING COMMISSION RESOLUTION NO. 2873

| <b><u>Development Standard</u></b>             | <b><u>Requirement</u></b>                                          |
|------------------------------------------------|--------------------------------------------------------------------|
| <b><u>Lot Standards</u></b>                    |                                                                    |
| Minimum Lot Area (Square-Feet)                 | 5,500 SF                                                           |
| Minimum Lot Width (Feet)                       | 50'-0"                                                             |
| Minimum Lot Depth (Feet)                       | 110'-0"                                                            |
| <b><u>Building Standards</u></b>               |                                                                    |
| Minimum Front Yard – Living Area (Feet)        | 10'-0"                                                             |
| Minimum Front Yard – Garage (Feet)             | 18'-0"                                                             |
| Minimum Side Yard - Interior and Street (Feet) | 5'-0"                                                              |
| Minimum Rear Yard (Feet)                       | 10'-0"                                                             |
| Maximum Building Height (Feet)                 | 18'-0"                                                             |
| Maximum Lot Coverage (Percentage)              | 60% for Lot #1-4, 7-15, 30, and 32-39<br>52% on all remaining lots |

15. To avoid impacting nesting birds, one of the following must be implemented by the project:

Conduct grading and/or ground disturbing activities from September 16<sup>th</sup> through January 31<sup>st</sup> when birds are not likely to be nesting on the site; OR

Prior to any ground disturbing activities occurring between February 1st and September 15<sup>th</sup>, in accordance with the Biological Resource Assessment prepared by Jennings Environmental Dated December 2023 and the recommendations made therein, a qualified Avian Biologist will conduct pre-construction Nesting Bird Surveys (NBS) no more than 3-days prior to Project-related disturbance to nestable vegetation to identify any active nests. If no active nests are found, no further action will be required. If an active nest is found, the biologist will set appropriate no-work buffers around the nest which will be based upon the nesting species, its sensitivity to disturbance, nesting stage, and expected types, intensity, and duration of the disturbance. The nests and buffer zones shall be field checked weekly by a qualified biological monitor. The approved no-work buffer zone shall be clearly marked in the field, within which no disturbance activity shall commence until the qualified biologist has determined the young birds have successfully fledged and the nest is inactive. Prior to grading permit issuance, the applicant shall submit a fully executed copy of the contract with a qualified Avian Biologist to the Development Services Department.

16. Prior to the issuance of a building permit, the applicant shall pay all applicable Local Development Mitigation Fees required of the development in accordance with the Coachella Valley Multi-Species Habitat Conservation Plan (CVMSHCP).
17. Prior to issuance of a grading permit, the project applicant shall retain a qualified archaeologist and shall submit a fully executed copy of the contract with said qualified archaeologist to the Development Services Department. In the event that potentially significant archaeological materials are encountered during construction and/or any ground-disturbing activities, all work shall be halted in the vicinity of the discovery until



## PLANNING COMMISSION RESOLUTION NO. 2873

the qualified archaeologist can assess the significance and integrity of the find. In the event of any discoveries the Department of Development Services shall be immediately notified. If intact and significant archaeological remains are encountered, the impacts of the project should be mitigated appropriately.

18. The final building pad elevations shall conform to the approved pad elevations for each lot shown in Exhibit B of this Resolution. Deviation from these approved pad elevations may be permitted in accordance with Palm Desert Municipal Code Section 27.12.045 pursuant to Ordinance 1382.
19. The Applicant shall prepare and submitted a written report to the Director of Development Services demonstrating compliance with these conditions of approval, and any mitigation measures required by the Palm Desert General Plan Environmental Impact Report (SCH # 2015081020) as documented in the initial study prepared in support of the CEQA Guidelines 15183 Findings.

**ECONOMIC DEVELOPMENT DEPARTMENT:**

20. *In order to maintain certain services provided by the City of Palm Desert, which are impacted by the proposed development, including, but not limited to, police services, fire and ambulance and emergency response services, parks and open space maintenance, lighting and landscape maintenance, administrative fees of the City and any other services permitted under the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code ("Act") as well as costs of administration, operating, and reporting, the Developer shall initiate the formation of a community facilities district for services pursuant to the Act by submitting a petition in the form specified by the City, and City and Developer shall coordinate to complete the formation process prior to or concurrent with building permit issuance. The special taxes authorized to be levied within the community facilities district shall be levied in accordance with the Rate and Method of Apportionment of Special Tax ("RMA") attached hereto as Schedule 1. In no event shall the initial Maximum Special Tax for each Assessor's Parcel of Developed Property in its Base Year exceed \$2,200 or increase in subsequent Fiscal Years following the Base Year by more than the Annual Escalation Factor. All capitalized terms used in the preceding sentence shall have the meanings ascribed thereto in the RMA. This condition is subject to confirmation with the City Council.*

**ENGINEERING DIVISION:**

21. The following plans, studies, and exhibits are hereby referenced: Shadow Ridge - Vesting Tentative Tract Map No. 38866, prepared by Wilson Mikami Corporation and dated April 19, 2024.
22. It is assumed that easements shown on the vesting tentative tract map exhibit are shown correctly and include all the easements that encumber the subject property. A current preliminary title report for the site will be required to be submitted during

## PLANNING COMMISSION RESOLUTION NO. 2873

- technical plan review. The applicant shall secure approval from all, if any, easement holders for all grading and improvements, which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated, abandoned, easement holder cannot be found, or is otherwise of no effect. Should such approvals or alternate actions regarding the easements not be provided and approved by the City, the applicant may be required to amend or revise the proposed site configuration as may be necessary.
23. If the developer chooses to construct the project in phases, a Construction Phasing Plan for the construction of improvements shall be submitted for review and approved by the City Engineer and Director of Development Services Director. Approval of any request for phasing may be sent to the Planning Commission for consideration as an amendment to this Resolution.
  24. All utility extensions within the site shall be placed underground unless otherwise specified or allowed by the respective utility purveyor.
  25. Prior to any work within the public right-of-way, the applicant shall obtain an encroachment permit from the City's Public Works Department.
  26. Prior to expiration of the Vesting Tentative Tract Map No. 38866, or as extended if applicable, the subdivider shall cause the real property included within the tentative map exhibit, or any part thereof, to be surveyed; and Vesting Tentative Tract Map No. 38866 thereof shall be prepared based upon these conditions of approval, and in accordance with the provisions of the Development Agreement, City of Palm Desert Municipal Code Title 26, and the Subdivision Map Act CA Code Section 66410 (et al).
  27. The Final Map shall include appropriate easements for streets, public utilities, and emergency access which shall be dedicated on the Final Map. It is understood that the Vesting Tentative Tract Map exhibit correctly shows acceptable centerline elevations, all existing easements, necessary travelled ways, and drainage courses, and that the omission or unacceptability may require that the subdivider amend, revise, or reprocess the tentative map as may be necessary to allow a finding on the final map of substantial conformance by the Director of Development Services or City Engineer. Existing travelled ways and drainage courses shall be perpetuated with the Final Map which shall depict all easements required, and/or identify any existing easement(s) dedicated by separate instrument.
  28. A copy of the Covenants, Conditions, and Restrictions (CC&R's) shall be submitted for review and approved by the City Engineer and City Attorney. The CC&R's shall include, but not be limited to, access easements, reciprocal access, private and/or public utility easements as may be relevant to the project.
    - A. Lot I and L, as shown on the vesting tentative tract map exhibit, shall be for water quality purposes. Appropriate language shall be included in the CC&Rs to identify the mechanism that will be used for the perpetual maintenance of the underground retention system.

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29. Prior to final map recordation, the subdivider is responsible for the submittal of improvement plans for all offsite and onsite improvements for review and approval by the City Engineer. In compliance with the Subdivision Map Act, if said improvements are not constructed prior to final map recordation, the subdivider shall guarantee the completion of all improvements required to support the development, within the boundaries of the final map, by executing a Subdivision Improvement Agreement with the City and posting the required security.
30. Prior to final map approval plan, the subdivider shall provide a copy of approved water and sewer plans, by Coachella Valley Water District (CVWD), to the City. Subdivider shall provide bonding for the improvements as identified in the City's Municipal Code Chapter 27.
31. Prior to final map approval, in compliance with the Subdivision Map Act, the subdivider shall provide the surveyor's certification for placement of monuments or provide monument bond in the amount and form compliant with the City's Municipal Code Chapter 27 and as approved by the City Engineer.
32. Prior to final map recordation, an emergency vehicle access road(s) shall be constructed per Fire Department's requirements or bonded for as part of the required improvements for the subdivision.
33. Prior to improvement plan approval, the Developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed to the satisfaction of the City Engineer prior to occupancy of the first building:
  - A. Shadow Ridge Road (private) shall be improved to provide an ADA-compliant sidewalk from the project's southerly/main entrance to the Marriott's Shadow Ridge Golf Club. Existing accessibility route and curb ramps that are being connected to shall be in conformance with current ADA regulations.
  - B. Street "A" between Shadow Ridge Road (private) and Street "B" (private) shall be a 59-ft-wide private street and shall be improved to provide a 50-ft paved section and a 10-ft raised median with one side of the median being a minimum of 24' wide curb to curb). Improvements may include, but not limited to, pavement, base, curb and/or gutter, 4-ft sidewalk on the north side, curb ramps, signing, striping, landscaping and irrigation.
  - C. Street "A" between Street "B" (private) and Street "C" (private), Street "B", and Street "C" shall be 33-ft-wide private streets and shall be improved to provide a 32-ft paved section. Improvements may include, but not limited to, pavement, base, curb and/or gutter, signing, striping. Public Utility Easement (PUE) to be as directed by the Utility Purveyors.
34. Prior to release of related improvement bonds, the applicant shall provide as-built plans for all relevant public facilities, centerline ties and all required monumentation pursuant to the Subdivision Map Act, and certified final plans for all private street improvements.

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**FIRE DEPARTMENT:**

35. Prior to Map Recordation - ECS Note-Fire Water Protection: Hydrants, Tanks, or Will Serve Letter ECS map must be stamped by the Riverside County Surveyor with the following note: "Required fire water protection system- fire hydrants and/or water tank, shall be installed and accepted by the appropriate agency prior to any combustible building materials placed on an individual lot. Written certification/will serve letter from the appropriate water company can be provided to indicate that the proper and acceptable fire hydrant system is within the project area."
36. Prior to Map Recordation ECS Note-Water Systems ECS map must be stamped by the Riverside County Surveyor with the following note: "The required public water system improvements, including fire hydrants, shall be installed, and accepted by the appropriate water agency prior to any combustible building material placed on an individual lot."
37. Prior to Map Recordation, ECS Note-Water System Deferred (Alternate) ECS map must be stamped by the Riverside County Surveyor with the following note: "Should the applicant or developer choose to defer the fire protection requirements, an Environmental Constraint Sheet shall be filed with the final map containing the following: Prior to building permit issuance: the applicant or developer shall provide written certification from the appropriate water company that the required fire hydrants are either existing or that financial arrangements have been made to provide them."

**END OF CONDITIONS**

## PLANNING COMMISSION RESOLUTION NO. 2873

**EXHIBIT B**  
**APPROVED PAD ELEVATIONS**  
**CASE NO. VTTM 38866 (TTM23-0005)**

| <b>Vesting Tentative<br/>Tract Map Lot<br/>Number</b> | <b>Approved Vesting Tentative<br/>Tract Map Pad Elevations<br/>(NAVD88 EPOCH 1991.5,<br/>AUG 1995)</b> |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| 1                                                     | 305.4                                                                                                  |
| 2                                                     | 305.5                                                                                                  |
| 3                                                     | 305.8                                                                                                  |
| 4                                                     | 306.1                                                                                                  |
| 5                                                     | 306.3                                                                                                  |
| 6                                                     | 306.8                                                                                                  |
| 7                                                     | 306.5                                                                                                  |
| 8                                                     | 306.2                                                                                                  |
| 9                                                     | 306.0                                                                                                  |
| 10                                                    | 305.7                                                                                                  |
| 11                                                    | 305.5                                                                                                  |
| 12                                                    | 305.2                                                                                                  |
| 13                                                    | 305.0                                                                                                  |
| 14                                                    | 305.1                                                                                                  |
| 15                                                    | 305.3                                                                                                  |
| 16                                                    | 305.6                                                                                                  |
| 17                                                    | 305.8                                                                                                  |
| 18                                                    | 306.1                                                                                                  |
| 19                                                    | 306.4                                                                                                  |
| 20                                                    | 306.6                                                                                                  |
| 21                                                    | 306.8                                                                                                  |
| 22                                                    | 307.4                                                                                                  |
| 23                                                    | 307.7                                                                                                  |
| 24                                                    | 307.1                                                                                                  |
| 25                                                    | 307.3                                                                                                  |
| 26                                                    | 307.5                                                                                                  |
| 27                                                    | 307.2                                                                                                  |
| 28                                                    | 306.7                                                                                                  |
| 29                                                    | 307.1                                                                                                  |
| 30                                                    | 307.4                                                                                                  |
| 31                                                    | 307.9                                                                                                  |
| 32                                                    | 306.4                                                                                                  |

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|    |       |
|----|-------|
| 33 | 306.2 |
| 34 | 306.0 |
| 35 | 305.8 |
| 36 | 305.4 |
| 37 | 305.3 |
| 38 | 304.9 |
| 39 | 304.9 |
| 40 | 304.6 |
| 41 | 306.0 |
| 42 | 306.2 |
| 43 | 306.6 |
| 44 | 306.8 |
| 45 | 307.1 |
| 46 | 307.5 |
| 47 | 307.7 |
| 48 | 308.1 |
| 49 | 308.3 |
| 50 | 308.7 |
| 51 | 308.9 |
| 52 | 309.3 |
| 53 | 309.5 |
| 54 | 309.9 |
| 55 | 310.1 |
| 56 | 310.5 |
| 57 | 310.7 |
| 58 | 311.1 |
| 59 | 311.3 |
| 60 | 311.0 |
| 61 | 310.4 |
| 62 | 307.1 |
| 63 | 306.8 |
| 64 | 306.5 |
| 65 | 306.8 |
| 66 | 307.5 |
| 67 | 307.8 |
| 68 | 308.3 |
| 69 | 308.9 |
| 70 | 309.2 |
| 71 | 309.7 |

## PLANNING COMMISSION RESOLUTION NO. 2873

|    |       |
|----|-------|
| 72 | 310.3 |
| 73 | 310.6 |
| 74 | 311.1 |
| 75 | 311.3 |
| 76 | 311.1 |
| 77 | 310.8 |
| 78 | 310.4 |
| 79 | 310.2 |
| 80 | 309.8 |
| 81 | 309.6 |
| 82 | 309.2 |
| 83 | 309.0 |
| 84 | 308.7 |
| 85 | 308.3 |
| 86 | 307.7 |
| 87 | 307.4 |
| 88 | 307.0 |
| 89 | 306.8 |
| 90 | 306.5 |
| 91 | 306.1 |
| 92 | 305.8 |
| 93 | 304.6 |





# SHADOW RIDGE VESTING TENTATIVE TRACT MAP NO. 38866

## LEGAL DESCRIPTION:

DESIGNATED PARCELS NO. 4 AND NO. 5 AND LOT D OF TRACT NO. 28819-1, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP ON FILE IN BOOK 288, PAGES 15 THROUGH 26, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

## GENERAL NOTES:

1. UNITS: 664-290-010, 664-290-011, 664-300-010 AND 664-300-011
2. GENERAL PLANNING: PR-3 RESIDENTIAL
3. EXISTING SANITARY AND SEWER LINES
4. EXISTING GAS LINES
5. SEE SHEET 2 FOR PROPOSED LOT NUMBERS AND SIZES.
6. ALL UTILITIES SHALL BE UNDERGROUND AND
7. SEE SHEET 2 FOR PROPOSED LOT NUMBERS AND SIZES.
8. THE EXISTING SANITARY AND SEWER LINES ARE SHOWN ON THIS MAP AND NO RESPONSIBILITY AS TO THE ACCURACY OF THIS REPORT IS ASSUMED BY THIS SURVEY.
9. THE EXISTING GAS LINES ARE SHOWN ON THIS MAP AND NO RESPONSIBILITY AS TO THE ACCURACY OF THIS REPORT IS ASSUMED BY THIS SURVEY.
10. THE EXISTING WATER LINES ARE SHOWN ON THIS MAP AND NO RESPONSIBILITY AS TO THE ACCURACY OF THIS REPORT IS ASSUMED BY THIS SURVEY.
11. TITLE TO SMO ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN: MARriott OWNERSHIP RESORT, INC., A DELAWARE CORPORATION
12. UTILITY SIZES AND LOCATIONS, STREET GRADES, AND ELEVATIONS, AND SUBJECT TO FINAL ENGINEERING DESIGN AND HOUSE FLOODING.
13. ADJACENT TOPOGRAPHY BY SOUTHERN CALIFORNIA SURVEY, DATED SEPTEMBER, 2003.
14. LINES 18.27, MAXIMUM PROVIDED LOT COVERAGE: 50% MAXIMUM BUILDING HEIGHT: 15'-4"
15. RAINFALL WILL BE DETERMINED BY A.C.T. ENVIRONMENTAL, 9-20-04. STORM WATER MODULES.
16. EXISTING VEHICLE ACCESS TO THE SHADOWN RIDGE TRACT MAP NO. 38866, LOT 1, IS APPROXIMATELY 20 FEET WIDE AT THE SUBDIVISION BOUNDARY. THE EXISTING WIDTH OF SHADOWN RIDGE FROM GERALD FORD DRIVE IS APPROXIMATELY 22 FEET WIDE. LOT 1 IS APPROXIMATELY 22 FEET WIDE. THESE LOTS WILL BE USED FOR EMERGENCY ACCESS AND RESIDENTIAL PURPOSES.
17. THERE ARE EXISTING GATES ON THE NORTHERN PORTION OF THE SITE OFF GERALD FORD DRIVE THAT WILL REMAIN IN PLACE. THESE GATES WILL BE USED FOR EMERGENCY ACCESS AND RESIDENTIAL PURPOSES.

## BENCHMARK:

RWDC BENCHMARK "P.L. #54"  
ELEVATION (NAD83) EPOCH 1991.5, AUG 1995) = 281.715 U.S. SURVEY FEET  
2. CPD BRIDGE END IN TOP OF CURB, STAMPED "15 1146 BM 1987"  
3. CPD BRIDGE END IN TOP OF CURB, STAMPED "15 1146 BM 1987"  
4. SOUTH SIDE OF FRANK SINTRA DRIVE AT THE EAST END OF MONTEREY AVENUE, 2.4 FEET EAST OF EXISTING EDR, AS SHOWN ON THE ROUGH GRADING PLAN FOR TRACT NO. 28819-5, PHASE 4 AND 5.

## BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE 2007 U.S. NATIONAL MEAN MAGNETIC DECLINATION OF 11° 58' 00" WEST. THE BEARINGS SHOWN HEREON ARE BASED UPON THE 2007 U.S. NATIONAL MEAN MAGNETIC DECLINATION OF 11° 58' 00" WEST. THE BEARINGS SHOWN HEREON ARE BASED UPON THE 2007 U.S. NATIONAL MEAN MAGNETIC DECLINATION OF 11° 58' 00" WEST.

## PREPARED BY:

WILSON MIKAMI CORPORATION  
9 CORPORATE PARK, SUITE 100  
IRVINE, CA 92608  
TEL: 949-679-0090  
FAX: 949-679-0090  
WWW.WILSONMIKAMI.COM

## APPROVED:

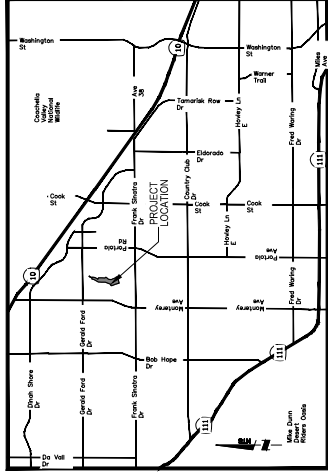
CIVIL ENGINEER: SCOTT M. NELSON  
LICENSE NO. 44884  
EXPIRATION DATE: 8-30-14

## OWNER/DEVELOPER:

Toll Brothers  
AMERICA'S LUXURY HOME BUILDER  
10000 TOLL BROS. BLVD., SUITE 200  
IRVINE, CA 92618  
CONTACT: JILL ZIGAROT

## VESTING TENTATIVE TRACT MAP 38866 SHADOW RIDGE TITLE SHEET

SHEET 1 OF 7



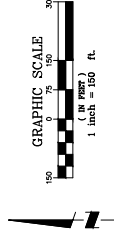
## VICINITY MAP

- SHEET LEGEND
- 1 TITLE SHEET & INDEX MAP
  - 2 STATISTICAL SUMMARY & SECTIONS
  - 3-6 TRACT 38866 TENTATIVE TRACT MAP SITE PLAN
  - 7 EXISTING EASEMENTS

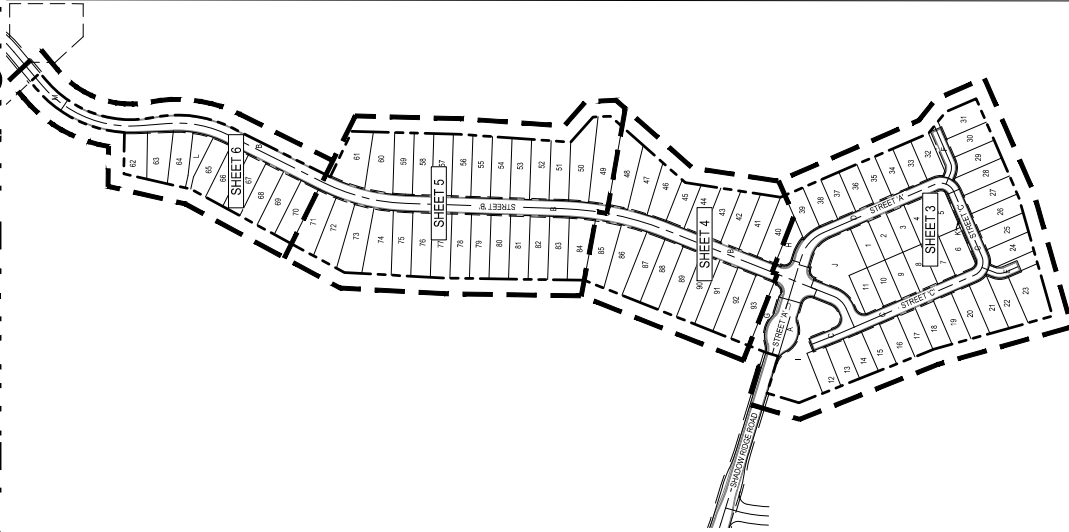
RECORD OWNER:  
MARriott OWNERSHIP RESORT, INC., A DELAWARE CORPORATION  
3002 SAN MARCO COURT  
ORLANDO, FL 32819

## LEGEND

- PROPOSED TRACT BOUNDARY
- PROPOSED LOT LINE
- PROPOSED TRACT 38866 LOT NO. 2
- PROPOSED TRACT 38866 LOT LETTER A
- SHEET INDEX



## INDEX MAP



## TRACT 38866 - NUMBERED LOTS

**BENCHMARK:**  
RWC0 BENCHMARK "P.D. #154"  
ELEVATION (NWGSB EPOCH 1991.5, AUG. 1995) = 783.715 U.S. SURVEY FEET  
27" CPD BRONZE DISC IN TOP OF CURB, STAMPED "LS 4146 BM 1987"  
RECOVERY NOTE BY ROBERT BEN, WILLIAM FROST AND ASSOCIATES JUNE 1995.  
SOUTH SIDE OF FRANK SMITH DRIVE AT THE EAST EOR EAST OF MONTEREY  
AVENUE, 2.4 FT EAST OF EASTERLY EOR, AS SHOWN ON THE ROUGH GRADING  
PLAN FOR TRACT NO. 78418-15, PHASE X AND X1.

ARE BASED  
WEST HALF,  
RANGE 6  
MAN, AS SHOWN  
289/15-26,  
Y, CALIFORNIA,

9 CORPORATE PARK, SUITE 100  
IRVINE, CA 92606  
T: 949-679-0090

**OPER**  
**Toll Bro**  
ERICA'S LUXURY  
350 COMMERCE, SUITE 200  
TOWNE, CA 92602

## TRACT 38866 - LETTERED LOTS

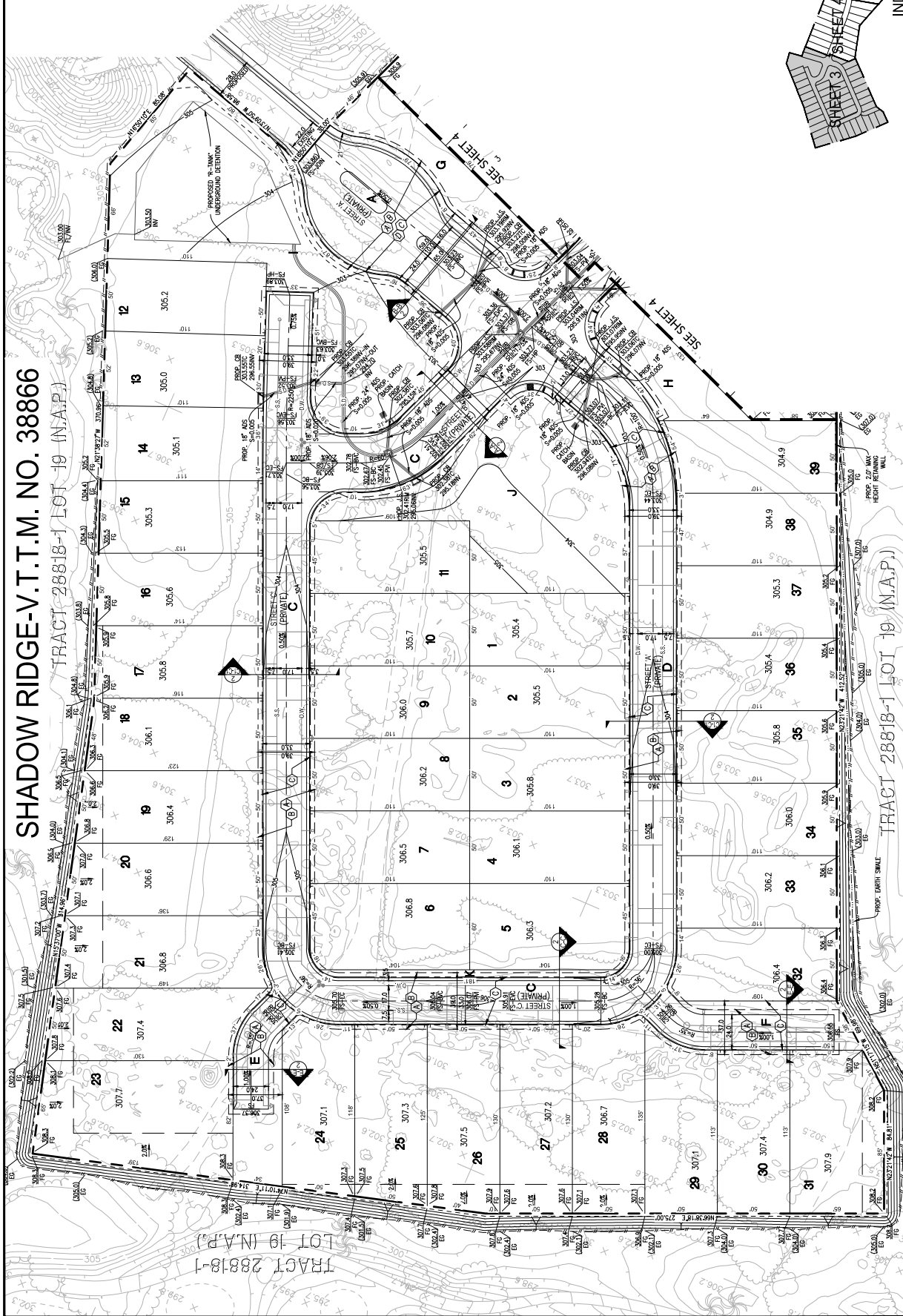
TRACT 38866 - LAND USE SUMMARYTRACT 38866 - LAND USE SUMMARY

## TRACT 38866 - LAND USE SUMMARY



# SHADOW RIDGE-V.T.T.M. NO. 38866

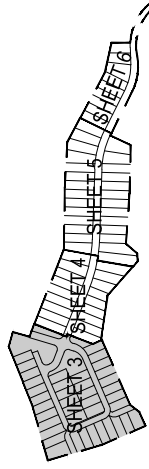
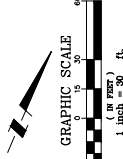
TRACT 28818-1 LOT 10 (N.A.P.)



- LEGEND**
- DOMESTIC WATER LINE (PROP)
  - SEWER SERVICE LINE (PROP)
  - STORM DRAIN LINE (PROP)
  - DOMESTIC WATER LINE (EXIST)
  - SEWER SERVICE LINE (EXIST)
  - STORM DRAIN LINE (EXIST)
  - STREET CENTER LINE
  - RIGHT OF WAY
  - PROPOSED LOT LINE
  - RECORDED TRACT (N.A.P.)
  - FACE OF CURB & OUTER
  - TRACT BOUNDARY
  - EXISTING CONTOUR
  - PROPOSED CONTOUR
  - GRADE BREAK
  - DAUGHT
  - FIRE HYDRANT
  - CATCH BASIN (PROP)
  - STREET LIGHT
  - RETAINING WALL
  - PROPOSED STREET OR WALK GRADE
  - PROPOSED TRACT 38866 LOT NO.
  - PROPOSED TRACT 38866 LOT LETTER

## EASEMENT NOTES

- EASEMENT TO CASABELLA VALLEY WATER DISTRICT FOR WATER PURPOSES
- EASEMENT TO CASABELLA VALLEY WATER DISTRICT FOR WATER PURPOSES
- EASEMENT TO CITY OF PALM DESERT FOR EMERGENCY ACCESS
- EASEMENT TO SHADOW RIDGE MASTER ASSOCIATION FOR ACCESS



INDEX MAP

**Toll Brothers**  
AMERICA'S LUXURY HOME BUILDER

**WILSON MIKAMI CORPORATION**  
9 CORPORATE PARK SUITE 100  
IRVINE, CA 92618  
T: 949-679-0090

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**BASIS OF BEARING:**  
THE BEARINGS SHOWN HEREON ARE BASED UPON THE 2011 U.S. NATIONAL MEAN SEA LEVEL DATUM. THE 2011 U.S. NATIONAL MEAN SEA LEVEL DATUM IS THE BASIS OF BEARING FOR ALL SURVEYS AND RECORDS OF THE STATE OF CALIFORNIA, BEING NORTH 89°51'40" EAST.

**BENCHMARK:**  
RMC BENCHMARK "P" #154  
ELEVATION (NAD83) 1991.15, AND 1991.15 = 281.75 U.S. SURVEY FEET  
2" CPD BRONZE DISC IN TOP OF CURB, STAMPED "15 1146 BM 1997" 1997  
SOUTH SIDE OF FRANKLIN AVENUE AT THE EAST END OF MONTEREY AVENUE, 2.4 FEET EAST OF EXISTING EDR, AS SHOWN ON THE ROUGH GRADING PLAN FOR TRACT NO. 28818-5, PHASE 4 AND 5.

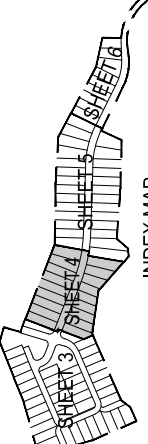
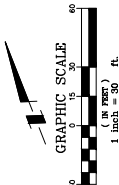
SHADOW RIDGE-V.T.T.M. NO. 38866

LEGEND

- DOMESTIC WATER LINE (PROPP)
- SEWER LINE (PROPP)
- STORM DRAIN LINE (PROPP)
- DOMESTIC WATER LINE (EXIST)
- SEWER LINE (EXIST)
- STORM DRAIN LINE (EXIST)
- STREET CENTER LINE
- RIGHT OF WAY
- PROPOSED LOT LINE
- RECORDED LOT LINE
- RECORDED TRACT (N.A.P.)
- FACE OF CURB & GUTTER
- TRACT BOUNDARY
- EXISTING CONTOUR
- PROPOSED CONTOUR
- GRADE BREAK
- DAUGHT
- FIRE HYDRANT
- CATCH BASIN (PROPP)
- STREET LIGHT
- RETAINING WALL
- PROPOSED STREET OR WALK GRADE
- PROPOSED TRACT 38866 LOT NO.
- PROPOSED TRACT 38866 LOT LETTER

EASEMENT NOTES

- (A) EASEMENT TO CACHUELA VALLEY WATER DISTRICT FOR WATER PURPOSES
- (B) EASEMENT TO CACHUELA VALLEY WATER DISTRICT FOR WATER PURPOSES
- (C) EASEMENT TO CITY OF PALM DESERT FOR EMERGENCY ACCESS
- (D) EASEMENT TO SHADOW RIDGE MASTER PLANNING FOR ACCESS



BENCHMARK:  
RMC BENCHMARK "P.D. #14"  
ELEVATION (NAD83) EPOCH 1991.5, AUG 1995) = 283.715 U.S. SURVEY FEET  
2" CPD BRONZE DISC IN TOP OF CURB, STAMPED "15 4146 BM 1987" 1986.  
EAST SIDE OF FRANK SINTRA DRIVE AT THE EAST END OF MONTEREY AVENUE, 2.4 FEET EAST OF EASERLY EDR, AS SHOWN ON THE ROUGH GRADING PLAN FOR TRACT NO. 28818-5, PHASE X AND XI.

BASIS OF BEARING:  
THE BEARINGS SHOWN HEREON ARE BASED ON THE 1983 U.S. NATIONAL MESH, SECTION 15, 20TH TOWNSHIP & 20TH RANGE, EAST SAN BERNARDINO MERIDIAN, AS SHOWN ON THE RECORDS OF SHERIFF COUNTY, CALIFORNIA, BEING NORTH 89°51'46" EAST.

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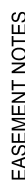
PREPARED BY:  
WILSON MIKAMI CORPORATION  
9 CORPORATE PARK, SUITE 100  
IRVINE, CA 92608  
T: 949-679-0090  
F: 949-679-0090  
DATE: 4-19-24  
DRAWN BY: SCOTT M. NELSON  
CHECKED BY: SCOTT M. NELSON  
DATE: 4-19-24  
EXP. DATE: 4-19-24

OWNER/DEVELOPER  
**Toll Brothers**  
AMERICA'S LUXURY HOME BUILDER  
10000 TOLL BROS. DRIVE, SUITE 200  
IRVINE, CA 92618  
CONTACT: TOLL BROS. SALES

VESTING TENTATIVE TRACT MAP 38866  
SHADOW RIDGE  
SITE PLAN  
SHEET 4  
OF 7

## LEGEND

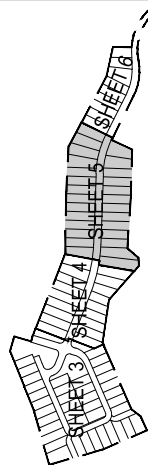
28818-1



GRAPHIC SCALE

( IN FEET )

0 15 30 45 60




## INDEX MAP

VESTING TENTATIVE TRACT MAP 38866  
SHADOW RIDGE  
SITE PLAN

**DEVELOPER**  
**Toll Brothers**  
AMERICA'S LUXURY HOME BUILDER®  
350 COMMERCE, SUITE 200

PREPARED BY:

 WILSON MIKAMI  
CORPORATION

9 CORPORATE PARK, SUITE 100  
IRVINE, CA 92606  
T: 949-679-0090

*Robert D.*

[illegible]

**BASIS OF BEARING:**  
THE BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF THE WEST HALF, SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON TRACT NO. 28818-1, M.B. 289/15-26, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA BEING NORTH 89°51'48" EAST.

**BENCHMARK**  
RIVCO BENCHMARK "P.D. 1154"  
ELEVATION (NAVD83 EPOCH 1991.5, AUG 1995) = 263.751 U.S. SURVEY FEET  
3D COORDINATES IN TOP OF CURB, STAMPED "LS 4146 BM 1987"  
RECOVERY NOTE BY ROBERT BERN, WILLIAM FROST AND ASSOCIATES JUNE 1995.  
SOUTHERN SIDE OF FRANK SMITH DRIVE AT THE EAST END OF MONTEREY  
AVENUE. 2.4 FEET DEEP OF EASTLEY EOR. AS SHOWN ON THE ROUGH GRADING  
PLAN FOR TRACT NO. 28818-5, PHASE 5 AND X1.

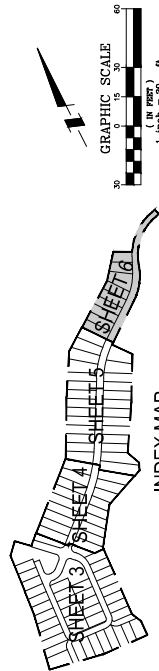
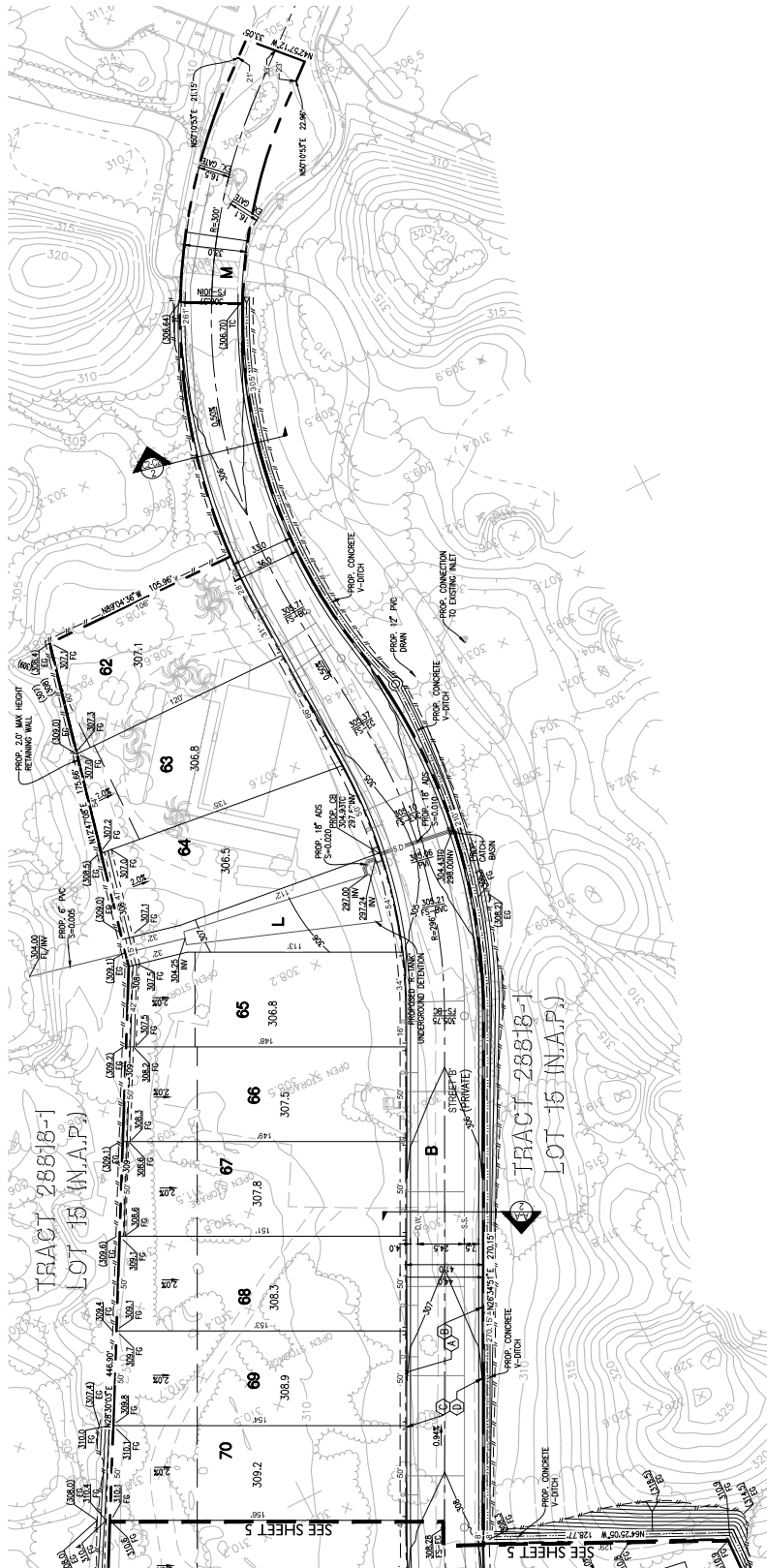
SHADOW RIDGE-V.T.T.M. NO. 38866

LEGEND

- DOMESTIC WATER LINE (PROPP)
- SEWER SERVICE LINE (PROPP)
- STORM DRAIN LINE (PROPP)
- DOMESTIC WATER LINE (EXIST)
- SEWER SERVICE LINE (EXIST)
- STORM DRAIN LINE (EXIST)
- STREET CENTER LINE
- RIGHT OF WAY
- PROPOSED LOT LINE
- RECORDED LOT LINE
- RECORDED TRACT (N.A.P.)
- FACE OF CURB & GUTTER
- TRACT BOUNDARY
- EASEMENT
- EXISTING CONTOUR
- PROPOSED CONTOUR
- GRADE BREAK
- DAUGHT
- FIRE HYDRANT
- CATCH BASIN (PROPP)
- STREET LIGHT
- RETAINING WALL
- PROPOSED STREET OR WALK GRADE
- PROPOSED TRACT 38866 LOT NO.
- PROPOSED TRACT 38866 LOT LETTER

EASEMENT NOTES

- EASEMENT TO CACHUELA VALLEY WATER DISTRICT FOR WATER PURPOSES
- EASEMENT TO CACHUELA VALLEY WATER DISTRICT FOR WATER PURPOSES
- EASEMENT TO CITY OF PALM DESERT FOR EMERGENCY ACCESS
- EASEMENT TO SHADOW RIDGE MASTER PLANNING FOR ACCESS



**Toll Brothers**  
AMERICA'S LUXURY HOME BUILDER  
10000 TOLL BROS. BLVD.  
IRVINE, CA 92618  
TEL: 949-453-1000  
WWW.TOLLBROTHERS.COM

VESTING TENTATIVE TRACT MAP 38866  
SHADOW RIDGE  
SITE PLAN

SHEET 6 OF 7

PREPARED BY  
WILSON MIKAMI CORPORATION  
9 CORPORATE PARK, SUITE 100  
IRVINE, CA 92618  
TEL: 949-453-1000  
WWW.WILSONMIKAMI.COM

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BASIS OF BEARING:  
THE BEARINGS SHOWN HEREON ARE BASED ON THE 1983 NAD 83 DATUM. THE BEARING OF THE SECTION LINE BETWEEN THE EAST 1/4 OF SECTION 15, T4S, R14E, S10E AND THE EAST 1/4 OF SECTION 16, T4S, R14E, S10E IS BEING NORTH 89°51'46" EAST.

BENCHMARK:  
RMC BENCHMARK "P.D. #154"  
ELEVATION (NAD83) 1991.5, AUG 1991 = 281.715 U.S. SURVEY FEET  
2" CPD BRONZE DISC IN TOP OF CURB, STAMPED "15 4146 BM 1987" 1987  
EAST 1/4 OF SECTION 15, T4S, R14E, S10E  
SOUTH SIDE OF FRANK SINTRA DRIVE AT THE EAST END OF MONTEREY AVENUE, 2.4 FEET EAST OF EASTERLY EDR, AS SHOWN ON THE ROUGH GRADING PLAN FOR TRACT NO. 28818-5, PHASE X AND XI.

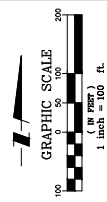
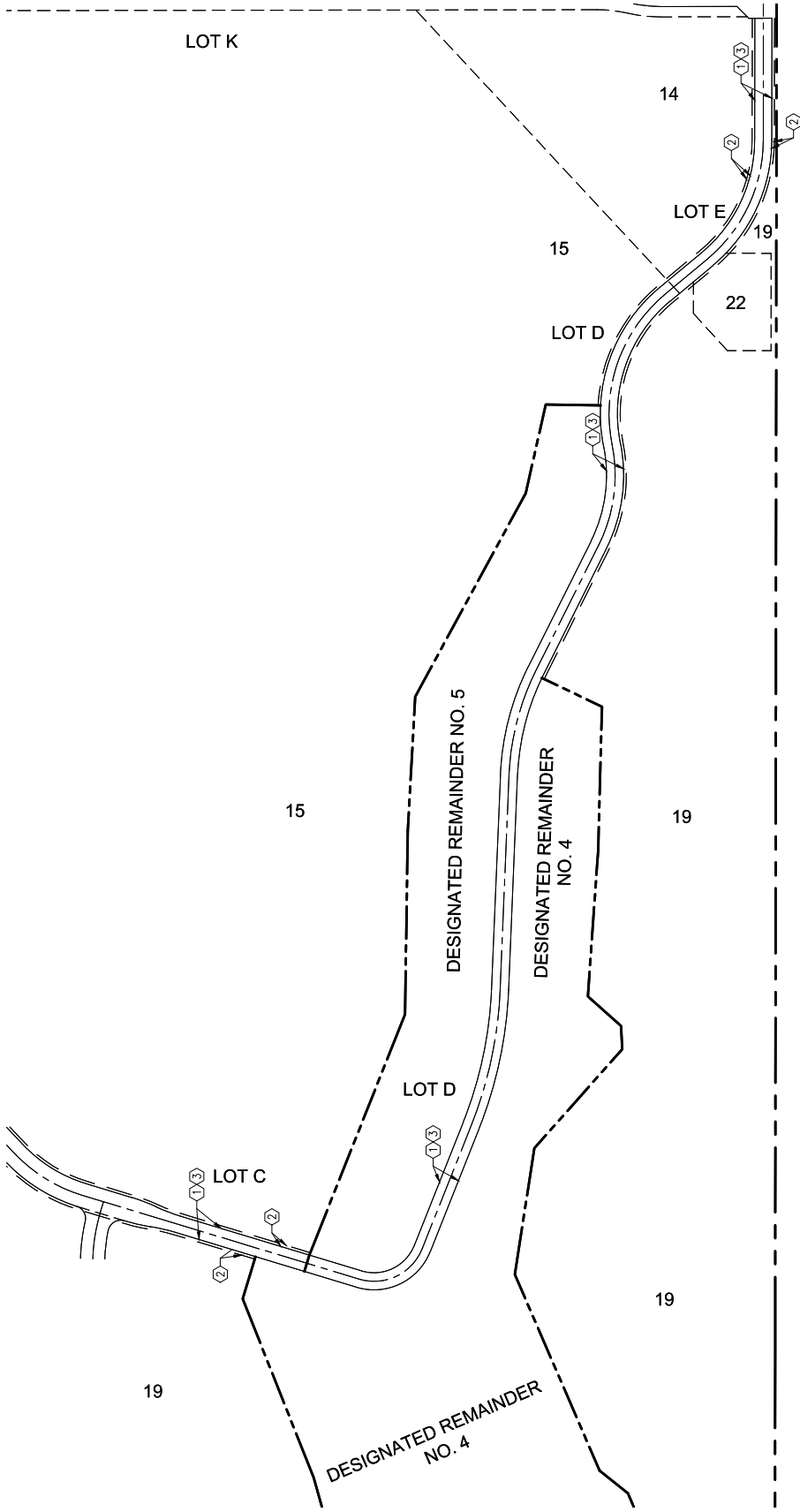
SHADOW RIDGE-V.T.T.M. NO. 38866

LEGEND

- TRACT 28818-1 BOUNDARY
- EASEMENT
- RECORDED LOT LINE
- STREET CENTER LINE

EASEMENT NOTES

- ① DENOTES AN EASEMENT FOR DOMESTIC WATER AND SANITARY PURPOSES TO THE CONGELLA VALLEY WATER DISTRICT BEING OFFICIAL RECORD NO. 179925 OF OFFICIAL RECORD
- ② DENOTES AN EASEMENT FOR PUBLIC UTILITIES PURPOSES BEING DESIGNATED PER INSTRUMENT NO. 179925 OF OFFICIAL RECORD
- ③ DENOTES AN EASEMENT FOR EMERGENCY VEHICULAR ACCESS PURPOSES IN FAVOR OF THE PUBLIC BEING DESIGNATED PER INSTRUMENT NO. 179925 OF OFFICIAL RECORD



**BENCHMARK:**  
RMC BENCHMARK "P.D. #15"  
ELEVATION (NAD83 EPOCH 1991.5, AUG 1995) = 283.715 U.S. SURVEY FEET  
2" CPD BRONZE DISC IN TOP OF CURB, STAMPED "15 4146 BM 1987"  
REMARKS: BENCHMARK IS LOCATED AT THE INTERSECTION OF THE  
SOUTH SIDE OF FRANK SWANK DRIVE AT THE EAST END OF MONTEREY  
AVENUE, 2.4 FEET EAST OF EASTERLY EDR, AS SHOWN ON THE ROUGH GRADING  
PLAN FOR TRACT NO. 28818-5, PHASE X AND XI.

**BASIS OF BEARING:**  
THE BEARINGS SHOWN HEREON ARE BASED  
ON THE 2011 U.S. NATIONAL MEAN  
MAGNETIC DECLINATION OF 11° 58' 00" E  
EAST SAN BERNARDINO, MERIDIAN, AS SHOWN  
ON THE 2011 U.S. NATIONAL MEAN  
RECORDS OF SAGASSO COUNTY, CALIFORNIA,  
BEING NORTH 89°51'46" EAST.

| REVISION | DATE | DESCRIPTION | APPROVED |
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**PREPARED BY:**  
WILSON MIKAMI CORPORATION  
9 CORPORATE PARK, SUITE 100  
IRVINE, CA 92618  
TEL: 949-679-0090  
FAX: 949-679-0091  
WWW.WILSONMIKAMI.COM

*Scott M. Wilson*  
SCOTT M. WILSON, AIA  
LICENSE NO. 44844  
DATE: 8-30-14  
EXP. DATE: 8-30-16

**OWNER/DEVELOPER:**  
**Toll Brothers**  
AMERICA'S LUXURY HOME BUILDER  
10000 TOLL BROS. BLVD., SUITE 200  
IRVINE, CA 92618  
CONTACT: LISA ZIEGLER

VESTING TENTATIVE TRACT MAP 38866  
SHADOW RIDGE  
EXISTING EASEMENTS





IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT MAP NO. 38866

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER NO. 4 AND NO. 5, AND LOT "D" OF TRACT 28818-1, AS PER MAP ON FILE IN BOOK 289, PAGES 15 THROUGH 26, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE MERIDIAN

WILSON MIKAMI CORPORATION

OCTOBER 2023

## OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY RETAIN LOTS "G", "H", "J" AND "K", INCLUSIVE UNTO OURSELVES, OUR SUCCESSORS, AND ASSIGNS, AND HEREBY DESIGNATE SAME FOR OPEN SPACE AND LANDSCAPE PURPOSES.

WE HEREBY RETAIN LOTS "I" AND "L" , UNTO OURSELVES, OUR SUCCESSORS, AND ASSIGNS, AND HEREBY DESIGNATE SAME FOR OPEN SPACE AND WATER QUALITY PURPOSES.

WE HEREBY RETAIN LOTS "A" THROUGH "D", INCLUSIVE, AND LOTS "M" AND "N" FOR "PRIVATE STREET", AND LOTS "E" AND "F" FOR "PRIVATE MOTOR COURT" PURPOSES, FOR OUR PRIVATE USE AND SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT, AND TRACT 28818-1, M.B. 289 / 15-26.

WE HEREBY DEDICATE TO THE CITY OF PALM DESERT EASEMENTS OVER ALL OF LOT "A" (SHADOW RIDGE ROAD), LOT "B" (SHADOW RIDGE ROAD), LOT "C" (SAND TRAP ROAD), LOT "D" (FAIRWAY LANE), LOT "E" (BUNKER WAY), AND LOT "F" (WEDGE ROAD), INCLUSIVE, AND LOT "M" (SHADOW RIDGE ROAD) AND LOT "N" (GREENSIDE ROAD), AN "EMERGENCY VEHICLE ACCESS EASEMENT", FOR EMERGENCY VEHICULAR ACCESS PURPOSES.

WE HEREBY DEDICATE TO THE CITY OF PALM DESERT EASEMENTS OVER ALL OF LOT "A" (SHADOW RIDGE ROAD), LOT "B" (SHADOW RIDGE ROAD), LOT "C" (SAND TRAP ROAD), LOT "D" (FAIRWAY LANE), LOT "E" (BUNKER WAY), AND LOT "F" (WEDGE ROAD), INCLUSIVE, AND LOT "M" (SHADOW RIDGE ROAD) AND LOT "N" (GREENSIDE ROAD), AND THE FRONT 3' OF ALL LOTS ADJACENT TO LOT "A" (SHADOW RIDGE ROAD), LOT "B" (SHADOW RIDGE ROAD), LOT "C" (SAND TRAP ROAD), LOT "D" (FAIRWAY LANE), LOT "E" (BUNKER WAY), AND LOT "F" (WEDGE ROAD), INCLUSIVE, AND LOT "M" (SHADOW RIDGE ROAD) AND LOT "N" (GREENSIDE ROAD), A "PUBLIC UTILITIES EASEMENT" FOR PUBLIC UTILITIES PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS LYING WITHIN LOTS 1 THROUGH 93, INCLUSIVE, TOGETHER WITH LOTS "A" THROUGH "N", INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR DOMESTIC WATER AND SANITATION PURPOSES IN FAVOR OF THE COACHELLA VALLEY WATER DISTRICT. THE EASEMENTS SO DEDICATED INCLUDE THE RIGHT TO ENTER UPON SAID LANDS, TO SURVEY, CONSTRUCT, RECONSTRUCT, LAY, RELAY, MAINTAIN, OPERATE, CONTROL, USE AND REMOVE PIPELINES, FIXTURES AND APPURTENANCES, AND REMOVE OBJECTS INTERFERING WITH THE CONSTRUCTION, OPERATION AND MAINTENANCE THEREOF.

WE HEREBY RETAIN LOTS 1 THROUGH 93, INCLUSIVE, FOR RESIDENTIAL PURPOSES, AND LOTS "A", "B", "C", "D", "M" AND "N" FOR PRIVATE STREET PURPOSES, LOTS "E" AND "F" FOR PRIVATE MOTOR COURT PURPOSES, LOTS "G", "H", "J" AND "K" FOR OPEN SPACE AND LANDSCAPE PURPOSES, AND LOTS "I" AND "L" FOR OPEN SPACE AND WATER QUALITY PURPOSES. SAID RIGHTS ARE SUBSERVIENT TO AFOREMENTIONED DOMESTIC WATER AND SANITATION EASEMENT DEDICATION TO COACHELLA VALLEY WATER DISTRICT.

BROOKFIELD HOLDINGS (SHADOW) L.L.C. A DELAWARE LIMITED LIABILITY COMPANY  
BY:

NAME: MATTHEW CALDWELL  
ITS: SENIOR ASSOCIATE

## CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY THAT UNDER AUTHORITY GRANTED TO ME BY RESOLUTION NO. 2015-23, DATED FEBRUARY 10, 2015, I ACCEPT ON BEHALF OF COACHELLA VALLEY WATER DISTRICT THE DEDICATION OF EASEMENTS FOR FOR DOMESTIC WATER AND SANITATION PURPOSES AS OFFERED HEREON.

DATED: \_\_\_\_\_, \_\_\_\_\_ BY: \_\_\_\_\_  
J.M. BARRETT, GENERAL MANAGER  
COACHELLA VALLEY WATER DISTRICT

## SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURE(S) OF THE FOLLOWING OWNER(S) OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED JUNE 25, 1963 AS INSTRUMENT NO. 66329 OF OFFICIAL RECORDS.  
( BLANKET IN NATURE )

## NOTARY'S ACKNOWLEDGMENT

(SEE SHEET 2)

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BROOKFIELD HOLDINGS (SHADOW), L.L.C., IN NOVEMBER OF 2023.

I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED: \_\_\_\_\_

RICHARD A. TETREULT, P.L.S. 7418



## CITY ENGINEER'S STATEMENT

I, TIMOTHY R. JONASSON, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT MAP NO. 38866, CONSISTING OF 9 SHEETS; THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: \_\_\_\_\_

TIMOTHY R. JONASSON, R.C.E. 45843  
ACTING CITY ENGINEER, CITY OF PALM DESERT

## CITY SURVEYOR'S STATEMENT

I, MICHAEL D. MYERS, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT MAP NO. 38866, CONSISTING OF 9 SHEETS AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: \_\_\_\_\_

MICHAEL D. MYERS, R.C.E 30702  
ACTING CITY SURVEYOR, CITY OF PALM DESERT

## ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

- THE EASEMENT FOR EMERGENCY VEHICULAR ACCESS PURPOSES OVER LOT "D", OF TRACT 28818-1, WITHIN THE LIMITS OF THIS MAP AS DEDICATED ON TRACT NO. 28818-1, FILED IN BOOK 289, PAGES 15 THROUGH 26 OF MAPS.

## SOILS REPORT

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A SOILS REPORT, DATED NOVEMBER 2023, PREPARED BY LGC VALLEY, INC., IS ON FILE IN THE ENGINEERING DEPARTMENT OF THE CITY OF PALM DESERT.

## RECORDER'S STATEMENT

FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

AT \_\_\_\_M. IN BOOK \_\_\_\_ OF MAPS, AT PAGES \_\_\_\_\_, AT THE REQUEST OF

THE CITY CLERK OF THE CITY OF PALM DESERT

NO. \_\_\_\_\_

FEE \_\_\_\_\_

PETER ALDANA  
COUNTY ASSESSOR - CLERK - RECORDER

BY: \_\_\_\_\_, DEPUTY

SUBDIVISION GUARANTEE:  
FIRST AMERICAN TITLE COMPANY

## TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ \_\_\_\_\_.

DATED: \_\_\_\_\_

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

## TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: \_\_\_\_\_

CASH OR SURETY TAX BOND  
MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

## CITY CLERK'S STATEMENT

I, ANTHONY MEJIA, CITY CLERK OF THE CITY OF PALM DESERT, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024 AND THAT THEREON SAID CITY COUNCIL DID BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP.

AND DID ACCEPT ON BEHALF OF THE PUBLIC, AND THE CITY OF PALM DESERT THE "EMERGENCY VEHICULAR ACCESS" EASEMENT OVER LOT "A" (SHADOW RIDGE ROAD), LOT "B" (SHADOW RIDGE ROAD), LOT "C" (SAND TRAP ROAD), LOT "D" (FAIRWAY LANE), LOT "E" (BUNKER WAY), AND LOT "F" (WEDGE ROAD), INCLUSIVE, AND LOT "M" (SHADOW RIDGE ROAD) AND LOT "N" (GREENSIDE ROAD), AS DEDICATED HEREON AND SHOWN WITHIN THE LIMITS OF THIS MAP.

AND DID ACCEPT ON BEHALF OF THE PUBLIC, AND THE CITY OF PALM DESERT THE "PUBLIC UTILITIES EASEMENT" OVER LOT "A" (SHADOW RIDGE ROAD), LOT "B" (SHADOW RIDGE ROAD), LOT "C" (SAND TRAP ROAD), LOT "D" (FAIRWAY LANE), LOT "E" (BUNKER WAY), AND LOT "F" (WEDGE ROAD), INCLUSIVE, AND LOT "M" (SHADOW RIDGE ROAD) AND LOT "N" (GREENSIDE ROAD), AND THE FRONT 3' OF ALL LOTS ADJACENT TO LOT "A" (SHADOW RIDGE ROAD), LOT "B" (SHADOW RIDGE ROAD), LOT "C" (SAND TRAP ROAD), LOT "D" (FAIRWAY LANE), LOT "E" (BUNKER WAY), AND LOT "F" (WEDGE ROAD), INCLUSIVE, AND LOT "M" (SHADOW RIDGE ROAD) AND LOT "N" (GREENSIDE ROAD), AS DEDICATED HEREON AND SHOWN WITHIN THE LIMITS OF THIS MAP.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
ANTHONY MEJIA  
CITY CLERK,  
CITY OF PALM DESERT

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38866

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER NO. 4 AND NO. 5, AND LOT "D" OF TRACT 28818-1, AS PER MAP ON FILE IN BOOK 289, PAGES 15 THROUGH 26, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE MERIDIAN  
WILSON MIKAMI CORPORATION OCTOBER 2023

NOTARY 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 \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } SS  
ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A  
NOTARY PUBLIC PERSONALLY APPEARED \_\_\_\_\_, WHO  
IS PERSONALLY KNOWN TO ME (OR 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:  
SIGNATURE \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS  
NOTARY PUBLIC IN AND FOR SAID STATE IN \_\_\_\_\_ COUNTY.  
\_\_\_\_\_  
(NAME PRINTED) MY COMMISSION EXPIRES \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_

NOTARY 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.

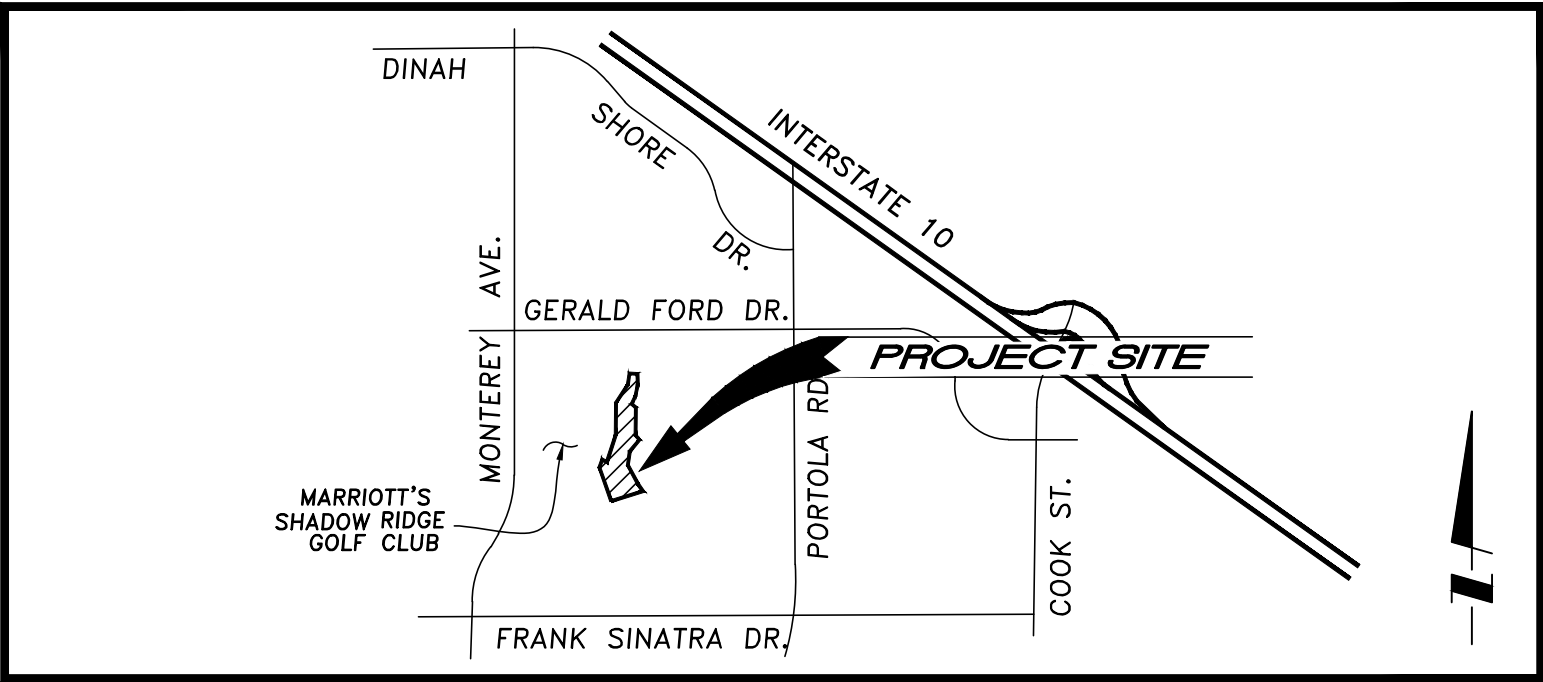
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } SS  
ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A  
NOTARY PUBLIC PERSONALLY APPEARED \_\_\_\_\_, WHO  
IS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE)  
TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT 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:  
SIGNATURE \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS  
NOTARY PUBLIC IN AND FOR SAID STATE IN \_\_\_\_\_ COUNTY.  
\_\_\_\_\_  
(NAME PRINTED) MY COMMISSION EXPIRES \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_

ENVIRONMENTAL CONSTRAINTS NOTE:

PLANNING COMMISSION RESOLUTION NO. 2873 IS ON FILE IN THE CITY OF PALM DESERT. THIS RESOLUTION AFFECTS LOT NO'S. 1 THROUGH 93, INCLUSIVE, TOGETHER WITH LOTS "A" THROUGH "N",INCLUSIVE.



VICINITY MAP  
NO SCALE

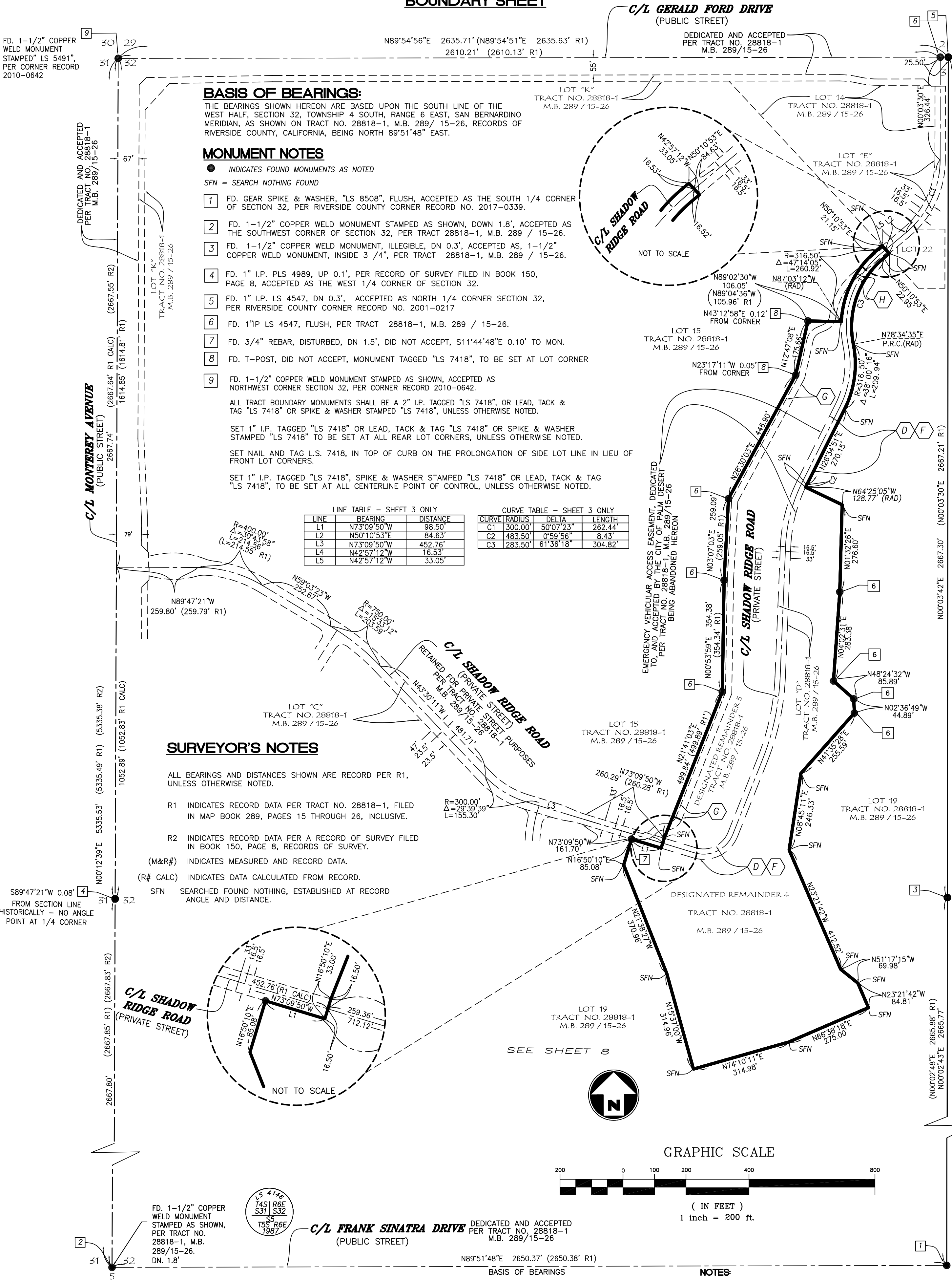
IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT MAP NO. 38866

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER NO. 4 AND NO. 5, AND LOT "D" OF TRACT 28818-1, AS PER MAP ON FILE IN BOOK 289, PAGES 15 THROUGH 26, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE MERIDIAN

WILSON MIKAMI CORPORATION OCTOBER 2023

## BOUNDARY SHEET



### BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF THE WEST HALF, SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON TRACT NO. 28818-1, M.B. 289 / 15-26, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 89°51'48" EAST.

### MONUMENT NOTES

● INDICATES FOUND MONUMENTS AS NOTED

SFN = SEARCH NOTHING FOUND

- FD. GEAR SPIKE & WASHER, "LS 8508", FLUSH, ACCEPTED AS THE SOUTH 1/4 CORNER OF SECTION 32, PER RIVERSIDE COUNTY CORNER RECORD NO. 2017-0339.
- FD. 1-1/2" COPPER WELD MONUMENT STAMPED AS SHOWN, DOWN 1.8", ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 32, PER TRACT 28818-1, M.B. 289 / 15-26.
- FD. 1-1/2" COPPER WELD MONUMENT, ILLEGIBLE, DN 0.3", ACCEPTED AS, 1-1/2" COPPER WELD MONUMENT, INSIDE 3 / 4", PER TRACT 28818-1, M.B. 289 / 15-26.
- FD. 1" I.P. PLS 4989, UP 0.1', PER RECORD OF SURVEY FILED IN BOOK 150, PAGE 8, ACCEPTED AS THE WEST 1/4 CORNER OF SECTION 32.
- FD. 1" I.P. LS 4547, DN 0.3', ACCEPTED AS NORTH 1/4 CORNER SECTION 32, PER RIVERSIDE COUNTY CORNER RECORD NO. 2001-0217
- FD. 1"IP LS 4547, FLUSH, PER TRACT 28818-1, M.B. 289 / 15-26.
- FD. 3/4" REBAR, DISTURBED, DN 1.5', DID NOT ACCEPT, S11°44'48"E 0.10' TO MON.
- FD. T-POST, DID NOT ACCEPT, MONUMENT TAGGED "LS 7418", TO BE SET AT LOT CORNER

FD. 1-1/2" COPPER WELD MONUMENT STAMPED AS SHOWN, ACCEPTED AS NORTHWEST CORNER SECTION 32, PER CORNER RECORD 2010-0642.

ALL TRACT BOUNDARY MONUMENTS SHALL BE A 2" I.P. TAGGED "LS 7418", OR LEAD, TACK & TAG "LS 7418" OR SPIKE & WASHER STAMPED "LS 7418", UNLESS OTHERWISE NOTED.

SET 1" I.P. TAGGED "LS 7418" OR LEAD, TACK & TAG "LS 7418" OR SPIKE & WASHER STAMPED "LS 7418" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.

SET NAIL AND TAG L.S. 7418, IN TOP OF CURB ON THE PROLONGATION OF SIDE LOT LINE IN LIEU OF FRONT LOT CORNERS.

SET 1" I.P. TAGGED "LS 7418", SPIKE & WASHER STAMPED "LS 7418" OR LEAD, TACK & TAG "LS 7418", TO BE SET AT ALL CENTERLINE POINT OF CONTROL, UNLESS OTHERWISE NOTED.

#### LINE TABLE - SHEET 3 ONLY

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N73°09'50"W | 98.50'   |
| L2   | N50°10'53"E | 84.63'   |
| L3   | N73°09'50"W | 452.76'  |
| L4   | N42°57'12"W | 16.53'   |
| L5   | N42°57'12"W | 33.05'   |

#### CURVE TABLE - SHEET 3 ONLY

| CURVE | RADIUS  | DELTA     | LENGTH  |
|-------|---------|-----------|---------|
| C1    | 300.00' | 50°07'23" | 262.44' |
| C2    | 483.50' | 0°59'56"  | 8.43'   |
| C3    | 283.50' | 61°36'18" | 304.82' |

### SURVEYOR'S NOTES

ALL BEARINGS AND DISTANCES SHOWN ARE RECORD PER R1, UNLESS OTHERWISE NOTED.

R1 INDICATES RECORD DATA PER TRACT NO. 28818-1, FILED IN MAP BOOK 289, PAGES 15 THROUGH 26, INCLUSIVE.

R2 INDICATES RECORD DATA PER A RECORD OF SURVEY FILED IN BOOK 150, PAGE 8, RECORDS OF SURVEY.

(M&R#) INDICATES MEASURED AND RECORD DATA.

(R# CALC) INDICATES DATA CALCULATED FROM RECORD.

SFN SEARCHED FOUND NOTHING, ESTABLISHED AT RECORD ANGLE AND DISTANCE.

### NOTES:

SEE SHEET 4 FOR INDEX MAP AND EASEMENT NOTES  
SEE SHEETS 5 THROUGH 9 FOR MAP AND LOT BOUNDARIES

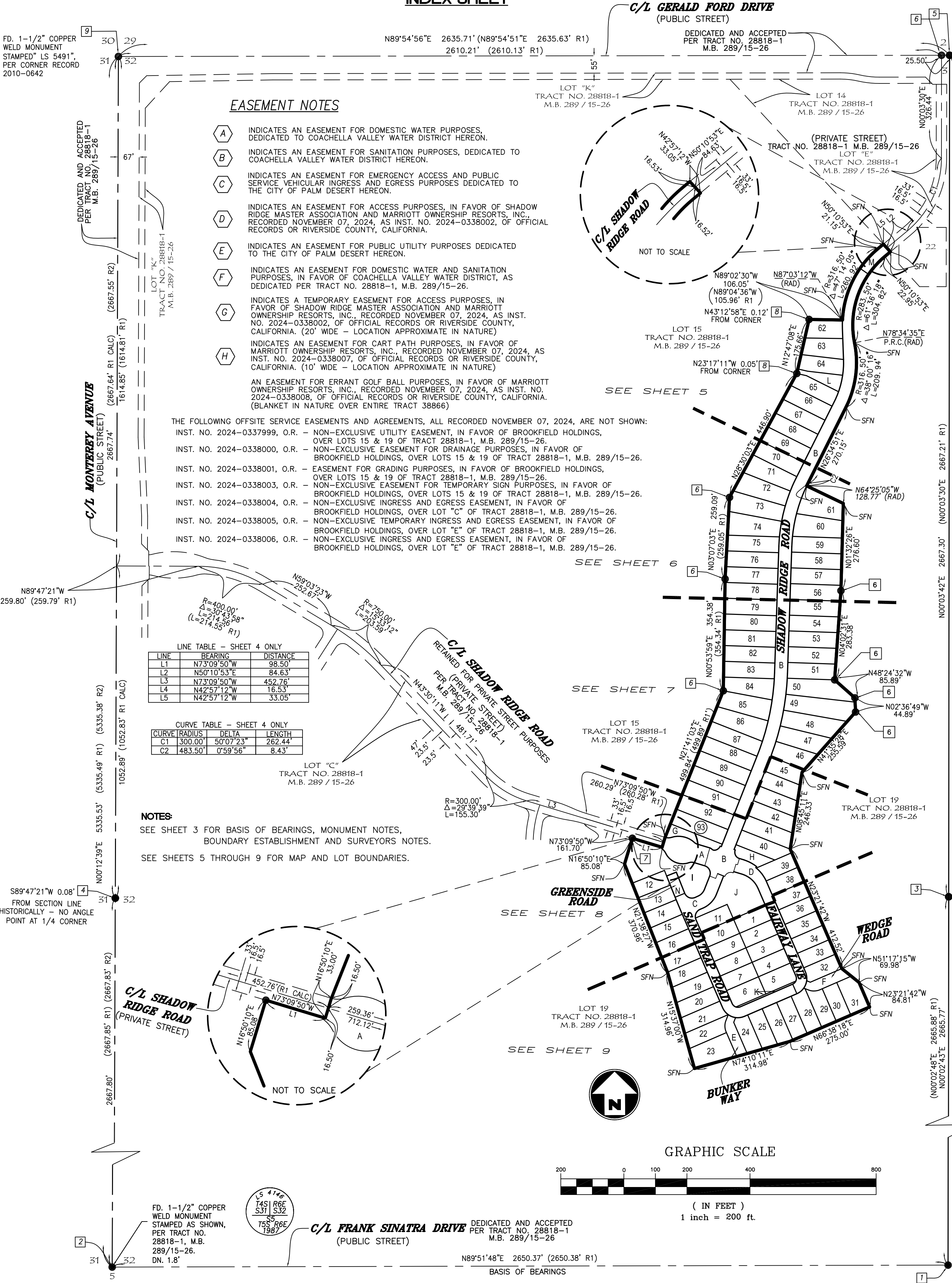
IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38866

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WILSON MIKAMI CORPORATION OCTOBER 2023

INDEX SHEET





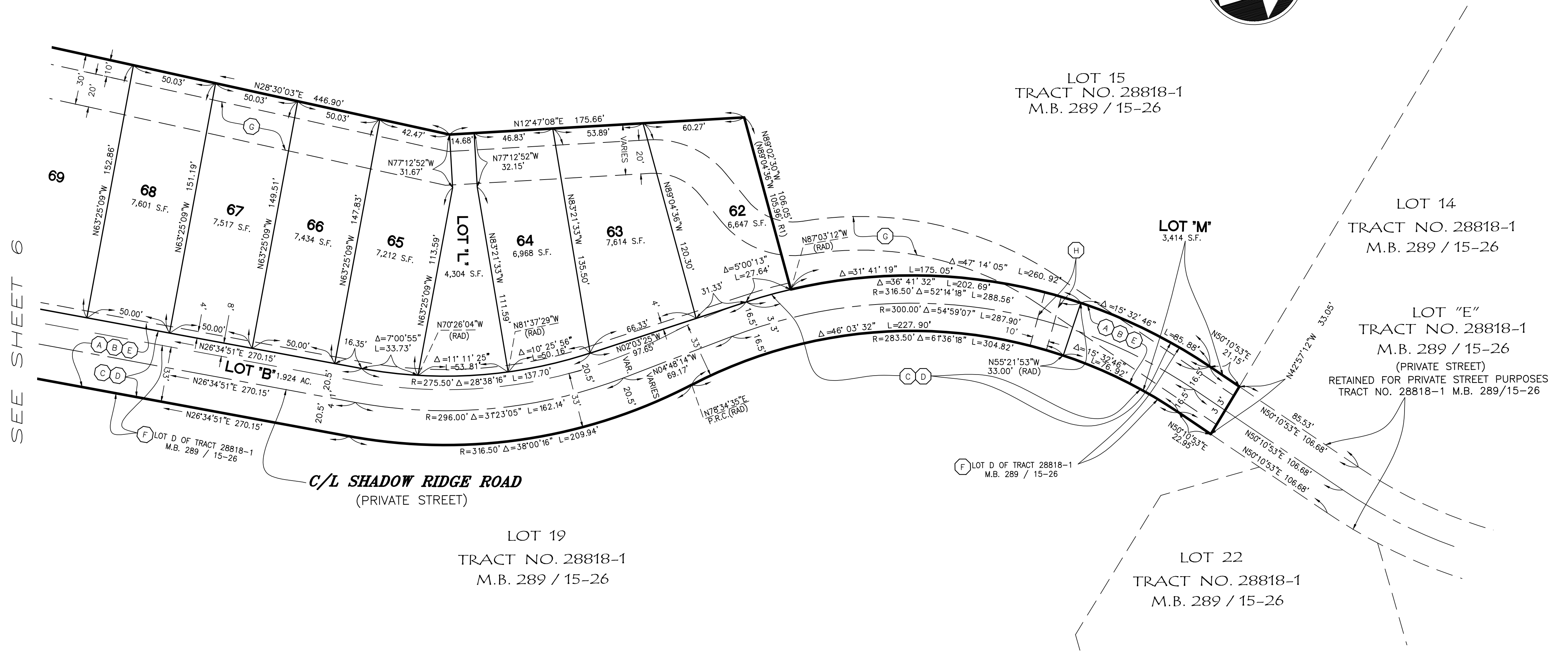
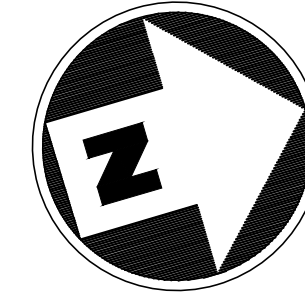
IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT MAP NO. 38866

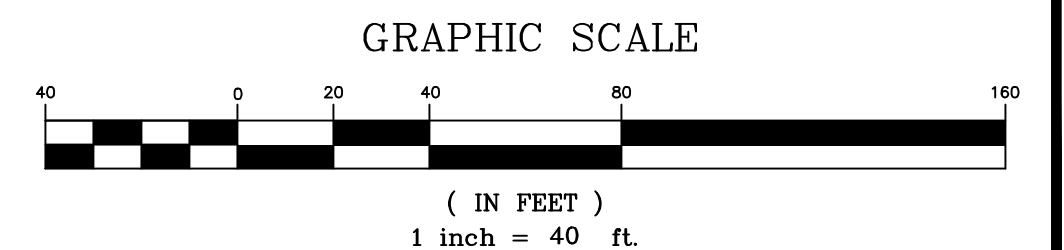
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WILSON MIKAMI CORPORATION

OCTOBER 2023



**NOTES:**  
SEE SHEET 3 FOR BASIS OF BEARINGS, MONUMENT NOTES,  
BOUNDARY ESTABLISHMENT AND SURVEYORS NOTES.  
SEE SHEET 4 FOR INDEX MAP AND EASEMENT NOTES.  
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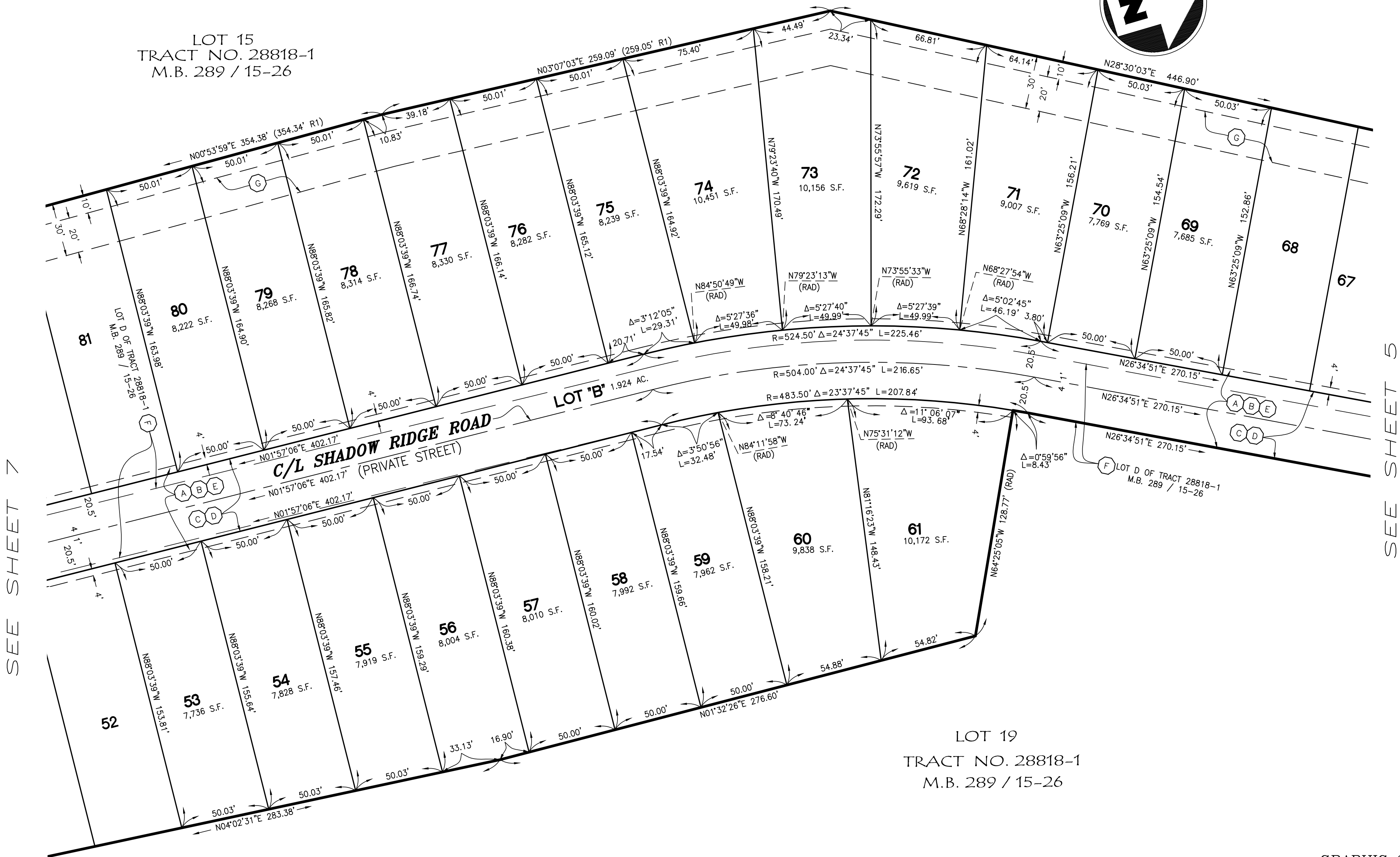
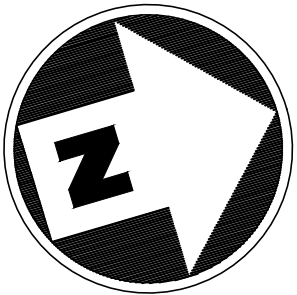
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WILSON MIKAMI CORPORATION

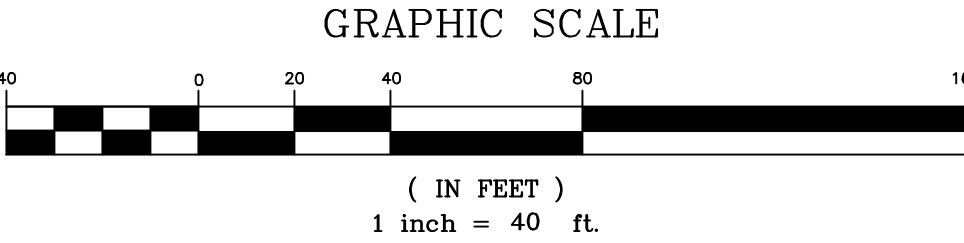
OCTOBER 2023



SEE SHEET 7

SEE SHEET 5

NOTES:  
SEE SHEET 3 FOR BASIS OF BEARINGS, MONUMENT NOTES,  
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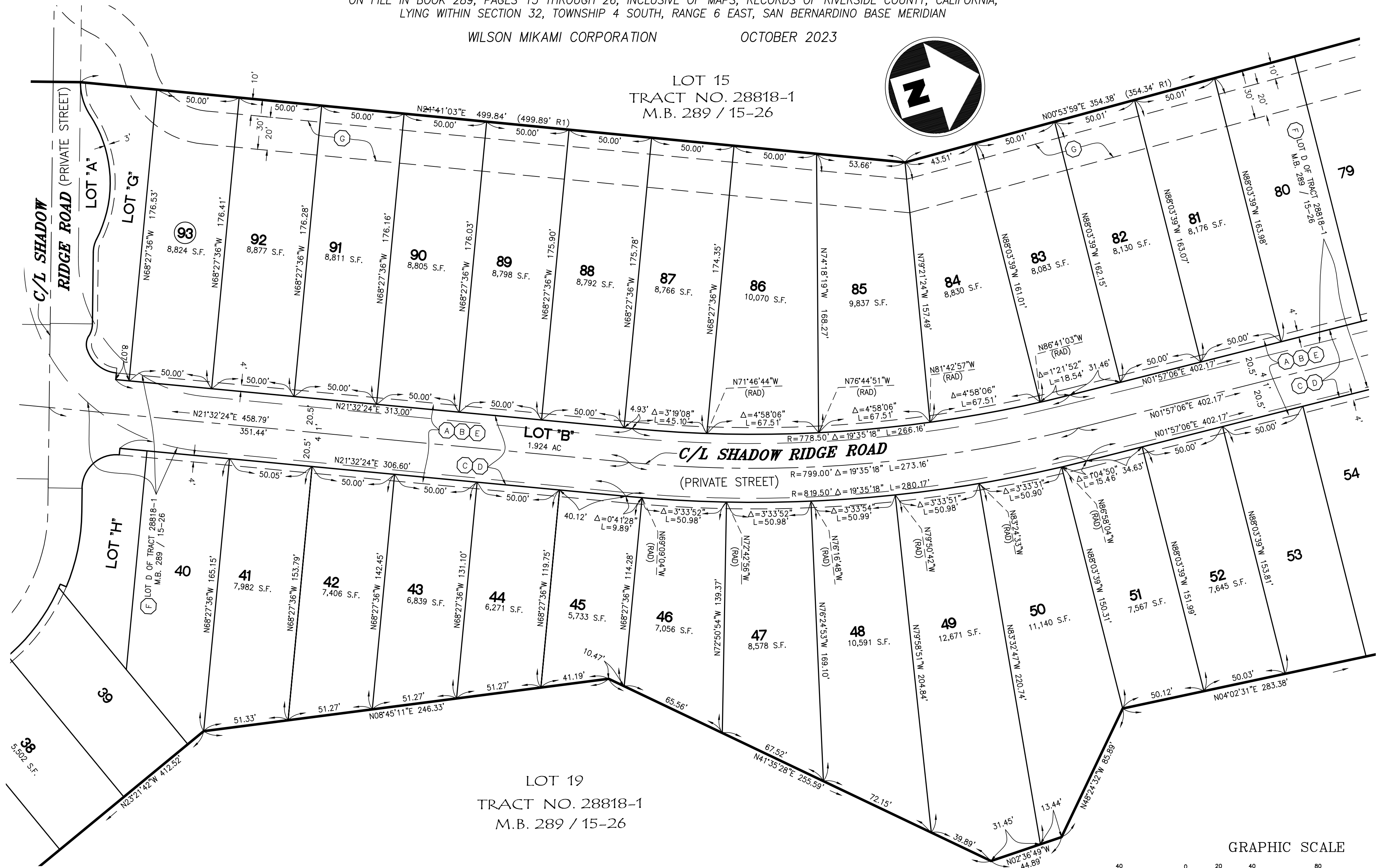
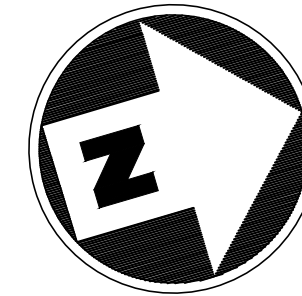
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WILSON MIKAMI CORPORATION

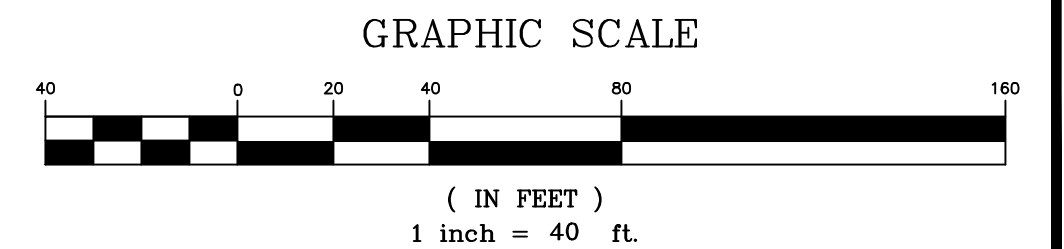
OCTOBER 2023



SEE SHEET 8

SEE SHEET 6

**NOTES:**  
 SEE SHEET 3 FOR BASIS OF BEARINGS, MONUMENT NOTES, BOUNDARY ESTABLISHMENT AND SURVEYORS NOTES.  
 SEE SHEET 4 FOR INDEX MAP AND EASEMENT NOTES.  
 SEE SHEETS 5 THROUGH 9 FOR MAP AND LOT BOUNDARIES.



**NOTES:**  
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IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT MAP NO. 38866

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WILSON MIKAMI CORPORATION OCTOBER 2023

GRAPHIC SCALE

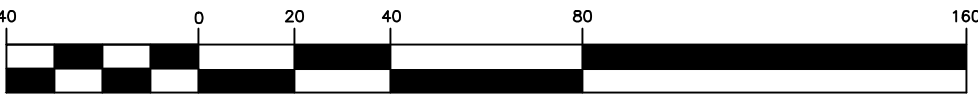


( IN FEET )  
1 inch = 40 ft.

| CURVE TABLE - SHEET 8 ONLY |          |           |        |
|----------------------------|----------|-----------|--------|
| CURVE                      | RADIUS   | DELTA     | LENGTH |
| C1                         | 14.00'   | 31°03'29" | 7.59'  |
| C2                         | 10.00'   | 49°50'46" | 8.70'  |
| C3                         | 20.50'   | 66°30'29" | 23.80' |
| C4                         | 60.00'   | 45°05'54" | 47.23' |
| C5                         | 24.50'   | 90°00'00" | 38.48' |
| C6                         | 24.50'   | 78°23'49" | 33.52' |
| C7                         | 116.50'  | 27°47'46" | 56.52' |
| C8                         | 2266.50' | 1°43'15"  | 68.07' |
| C9                         | 2250.00' | 1°43'15"  | 67.58' |
| C10                        | 2250.00' | 1°10'02"  | 45.84' |
| C11                        | 2266.50' | 1°10'02"  | 46.17' |
| C12                        | 2266.50' | 0°33'13"  | 21.90' |
| C13                        | 35.50'   | 34°00'25" | 21.07' |

| LINE TABLE - SHEET 8 ONLY |             |          |
|---------------------------|-------------|----------|
| LINE                      | BEARING     | DISTANCE |
| L1                        | N16°50'10"E | 33.00'   |
| L2                        | N16°50'10"E | 16.50'   |
| L3                        | N16°50'10"E | 16.50'   |
| L4                        | N16°50'10"E | 33.50'   |
| L5                        | N16°50'10"E | 25.50'   |
| L6                        | N68°27'36"W | 4.00'    |
| L7                        | N68°27'36"W | 20.50'   |
| L8                        | N68°27'36"W | 24.50'   |
| L9                        | N16°50'10"E | 28.50'   |
| L10                       | N16°50'10"E | 20.50'   |
| L11                       | N38°50'32"E | 4.00'    |
| L12                       | N66°38'18"E | 9.76'    |
| L13                       | N7°30'50"W  | 0.77'    |
| L14                       | N7°30'50"W  | 43.29'   |
| L15                       | N2°32'14"W  | 20.50'   |
| L16                       | N66°38'18"E | 16.50'   |
| L17                       | N67°48'20"E | 16.50'   |
| L18                       | N21°38'27"W | 50.60'   |

GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.



IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT MAP NO. 38866

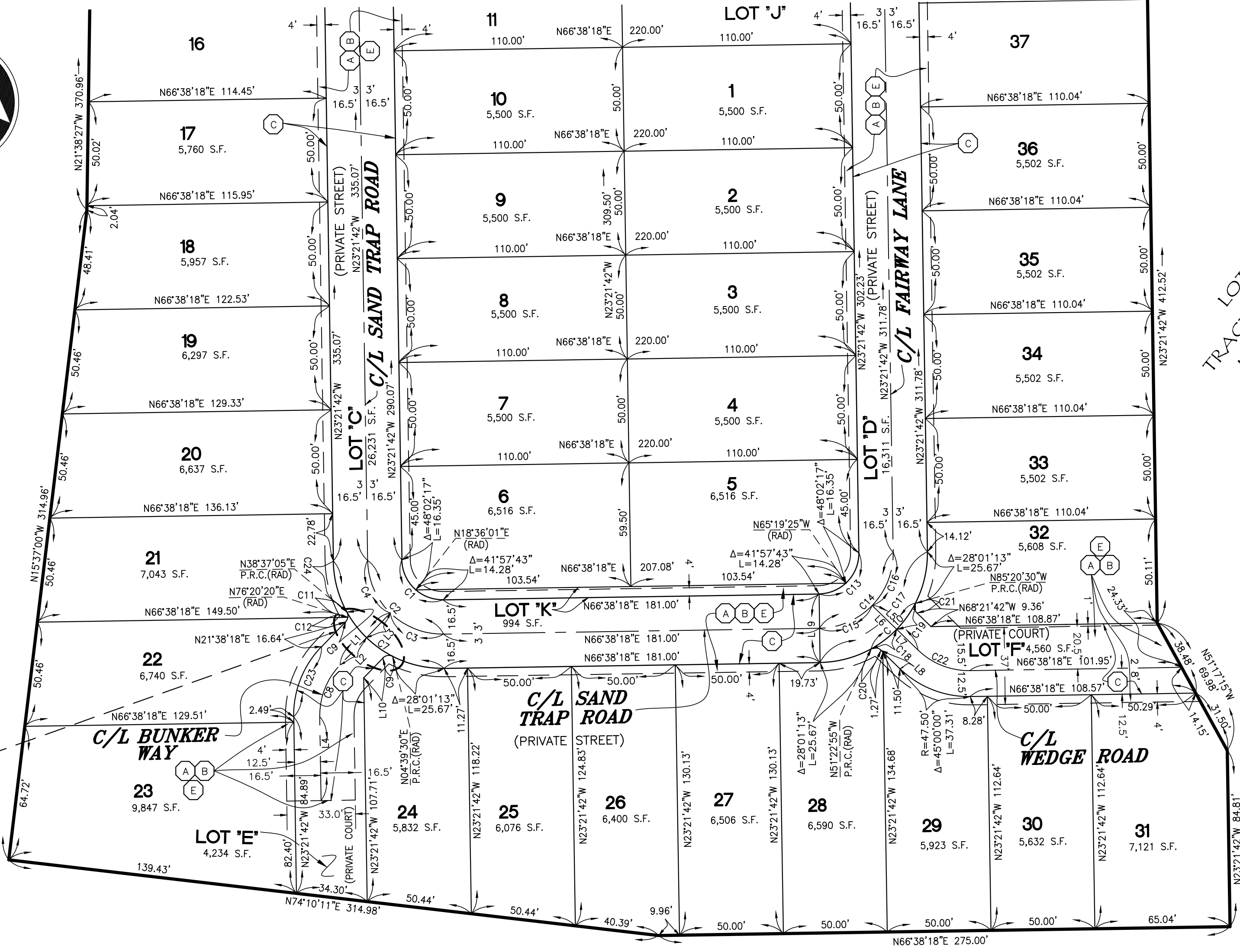
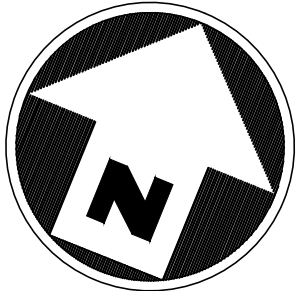
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WILSON MIKAMI CORPORATION

OCTOBER 2023

SEE SHEET 8

**NOTES:**  
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SEE SHEET 4 FOR INDEX MAP AND EASEMENT NOTES.  
SEE SHEETS 5 THROUGH 9 FOR MAP AND LOT BOUNDARIES.

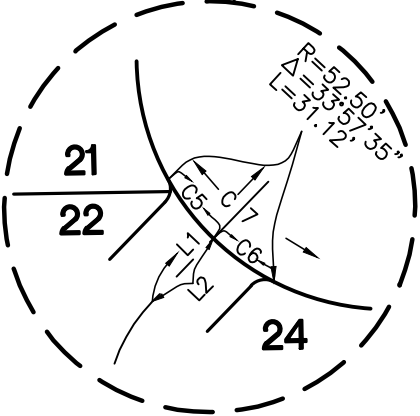


LOT 19  
TRACT NO. 28818-1  
M.B. 289 / 15-26

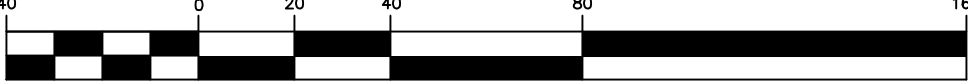
| LINE TABLE - SHEET 9 ONLY |             |          |
|---------------------------|-------------|----------|
| LINE                      | BEARING     | DISTANCE |
| L1                        | N21°38'18"E | 34.68'   |
| L2                        | N21°38'18"E | 18.18'   |
| L3                        | N21°38'18"E | 16.50'   |
| L4                        | N23°21'42"W | 40.45'   |
| L5                        | N68°21'42"W | 30.81'   |
| L6                        | N68°21'42"W | 16.50'   |
| L7                        | N68°21'42"W | 14.31'   |
| L8                        | N68°21'42"W | 12.77'   |
| L9                        | N23°21'42"W | 33.00'   |
| L10                       | N21°38'18"E | 13.23'   |

| CURVE TABLE - SHEET 9 ONLY |        |           |        |
|----------------------------|--------|-----------|--------|
| CURVE                      | RADIUS | DELTA     | LENGTH |
| C1                         | 19.50' | 90°00'00" | 30.63' |
| C2                         | 36.00' | 90°00'00" | 56.55' |
| C3                         | 36.00' | 45°00'00" | 28.27' |
| C4                         | 36.00' | 45°00'00" | 28.27' |
| C5                         | 52.50' | 16°58'47" | 15.56' |
| C6                         | 52.50' | 16°58'47" | 15.56' |
| C7                         | 52.50' | 90°00'00" | 82.47' |
| C8                         | 35.00' | 45°00'00" | 27.49' |
| C9                         | 4.00'  | 73°01'13" | 5.10'  |
| C10                        | 52.50' | 33°57'35" | 31.12' |
| C11                        | 4.00'  | 37°43'14" | 2.63'  |
| C12                        | 4.00'  | 35°17'58" | 2.46'  |
| C13                        | 19.50' | 90°00'00" | 30.63' |
| C14                        | 36.00' | 90°00'00" | 56.55' |
| C15                        | 36.00' | 45°00'00" | 28.27' |
| C16                        | 36.00' | 45°00'00" | 28.27' |
| C17                        | 52.50' | 90°00'00" | 82.47' |
| C18                        | 52.50' | 16°58'47" | 15.56' |
| C19                        | 52.50' | 16°58'47" | 15.56' |
| C20                        | 4.00'  | 73°01'13" | 5.10'  |
| C21                        | 4.00'  | 73°01'13" | 5.10'  |
| C22                        | 35.00' | 45°00'00" | 27.49' |
| C23                        | 47.50' | 45°00'00" | 37.31' |
| C24                        | 52.50' | 28°01'13" | 25.67' |

LOT 19  
TRACT NO. 28818-1  
M.B. 289 / 15-26



GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.

SHEET 1 OF 1 SHEETS

OCTOBER 2023

**SUBDIVISION IMPROVEMENT AGREEMENT**

DATE OF AGREEMENT: March 13, 2025

NAME OF SUBDIVIDER: Toll West Coast, LLC

(Referred to as "SUBDIVIDER").

NAME OF SUBDIVISION: Shadow Ridge - TR 38866 No. of Lots: 93

(Referred to as "SUBDIVISION")

TENTATIVE MAP RESOLUTION OF APPROVAL NO.: 2873 (TM No: 38866)  
(Referred to as "Resolution of Approval")

IMPROVEMENT PLANS APPROVED ON: February 14, 2025  
(Referred to as Improvement Plans)

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$1,897,503.60

ESTIMATED TOTAL COST OF MONUMENTATION: \$95,500.00

SURETY: US00147335SU52A - Improvements  
US00147302SU25A - Monumentation  
BOND NOS: \_\_\_\_\_

SURETY: XL Specialty Insurance Company

-OR-

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. \_\_\_\_\_

FINANCIAL INSTITUTION: \_\_\_\_\_

-OR-

CASH/CERTIFICATE OF DEPOSIT, AGREEMENT DATED: \_\_\_\_\_

FINANCIAL INSTITUTION: \_\_\_\_\_

This Agreement is made and entered into by and between the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the SUBDIVIDER.

## RECITALS

- A. SUBDIVIDER has presented to CITY for approval and recordation, a final subdivision map of a proposed SUBDIVISION pursuant to provisions of the Subdivision Map Act of the State of California and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."
- B. A tentative map of the SUBDIVISION has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this Agreement by reference.
- C. The Subdivision Laws establish as a condition precedent to the approval of a final map that SUBDIVIDER must have complied with the Resolution of Approval and must have either (a) completed, in compliance with CITY standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval or (b) have entered into a secured agreement with CITY to complete the improvements and land development within a period of time specified by CITY.
- D. In consideration of the approval of a final map for the SUBDIVISION by the City Council, SUBDIVIDER desires to enter into this Agreement, whereby SUBDIVIDER promises to install and complete, at SUBDIVIDER's own expense, all the public improvement work required by CITY in connection with the proposed SUBDIVISION. SUBDIVIDER has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.
- E. Complete Improvement Plans for the construction, installation, and completion of the improvements have been prepared by SUBDIVIDER and approved by the City Engineer. The Improvement Plans numbered as referenced previously in this

Agreement are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.

- F. An estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.
- G. CITY has adopted standards for the construction and installation of improvements within the CITY. The Improvement Plans have been prepared in conformance with CITY standards in effect on the date of the Resolution of Approval.
- H. All public improvement monuments, street signs, and stakes as specified on the final map are to be completed prior to final formal acceptance by the City Council. Individual property monuments must be installed within one year from the formal final Council acceptance of said SUBDIVISION.
- I. SUBDIVIDER recognizes that by approval of the final map for SUBDIVISION, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the SUBDIVISION. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER's failure to perform its obligations to commence construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the SUBDIVISION constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of CITY.

NOW, THEREFORE, in consideration of the approval and recordation by the City

Council of the final map of the SUBDIVISION, SUBDIVIDER and CITY agree as follows:

1. SUBDIVIDER's Obligation to Construct Improvements.

SUBDIVIDER shall:

- a. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws.
- b. Complete at SUBDIVIDER's own expense, all the public improvement work required by the Resolution of Approval in conformance with approved Improvement Plans within one year from date of execution of this Agreement; provided however, that the improvements shall not be deemed to be completed until accepted by City Council as provided in Section (17) herein.
- c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans.
- d. Acquire, or pay the cost of acquisition by CITY, and dedicate all rights-of-way, easements and other interests in real property for construction and installation of the public improvements, free and clear of all liens and encumbrances. The SUBDIVIDER's obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between SUBDIVIDER and CITY. SUBDIVIDER shall also be responsible for obtaining any public or private sanitary sewer, domestic water, drainage, and/or utility easements or authorization to accommodate the SUBDIVISION.
- e. Commence construction of the improvements by the time established in Section (22) of this Agreement and complete the improvements by the deadline stated in Section (1)(b) above, unless a time extension is granted by the CITY as authorized in Section (22).

- f. Install all SUBDIVISION public improvement monuments required by law and prior to formal final acceptance of the public improvements by CITY. Individual property monuments shall be installed within one year of said acceptance.
  - g. Install street name signs conforming to CITY standards. Permanent street name signs shall be installed before acceptance of the improvements by CITY.
- 2. Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvement and land use development work contemplated by this Agreement is to be constructed or installed on land not owned by CITY or SUBDIVIDER, no construction or installation shall be commenced before:
  - a. The offer of dedication to CITY of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or
  - b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or
  - c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. SUBDIVIDER shall comply in all respects with the order of possession.

Nothing in this Section (2) shall be construed as authorizing or granting an extension of time to SUBDIVIDER.

- 3. Security. SUBDIVIDER shall at all times guarantee SUBDIVIDER's performance by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

- a. to assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and
- b. to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the improvements required to be constructed and installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and
- c. to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and
- d. SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of one hundred percent (100%) of the estimated cost of setting SUBDIVISION monuments as stated previously in this Agreement in Section (1)(f) for a period of one year plus thirty (30) days from formal acceptance by the City Council.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) be provided to the City Engineer to be filed with the City Clerk and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

#### 4. Alterations to Improvement Plans.



- a. Any changes, alterations or additions to the Improvement Plans not exceeding ten percent (10%) of the original estimated cost of the improvements, which are mutually agreed upon by CITY and SUBDIVIDER, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, SUBDIVIDER shall provide improvement security for faithful performance as required by Section (3) of this Agreement for one hundred percent (100%) of the total estimated cost of the improvements as changed, altered, or amended, minus any completed partial releases allowed by Section (6) of this Agreement.
  - b. The SUBDIVIDER shall construct the improvements in accordance with CITY standards in effect at the time of adoption of the Resolution of Approval. CITY reserves the right to modify the standards applicable to the SUBDIVISION and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or CITY zoning ordinances. If SUBDIVIDER requests and is granted an extension of time for completion of the improvements, CITY may apply the standards in effect at the time of the extension.
5. Inspection. SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the public improvements by CITY inspectors and to the shops wherein any work is in preparation. Upon completion of the work, SUBDIVIDER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted by the City Council unless all aspects of the work have been inspected and completed in accordance with the Improvement Plans. When applicable

law requires an inspection to be made by City at a particular stage of the work of constructing and installing such improvements, CITY shall be given timely notice of SUBDIVIDER's readiness for such inspection and SUBDIVIDER shall not proceed with additional work until the inspection has been made and the work approved. SUBDIVIDER shall bear all costs of inspection and certification. No improvements shall be deemed completed until accepted by the City Council pursuant to Section (17) herein.

6. Release of Securities. The securities required by this Agreement shall be released as following:

- a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.
- b. The City Engineer may release a portion of the security given for faithful performance of improvement work as the improvement progresses upon application thereof by the SUBDIVIDER; provided, however, that no such release shall be for an amount less than twenty-five percent (25%) of the total improvement security given for faithful performance of the improvement work and that the security shall not be reduced to an amount less than fifty percent (50%) of the total improvement security given for faithful performance until final completion and acceptance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.
- c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after completion and acceptance

of the work, be reduced to an amount equal to no less than 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to the CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

- d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section (10), the warranty period shall not commence until formal final acceptance of all the work and improvements by the City Council.
- e. CITY may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

7. Injury to Public Improvements, Public Property or Public Utilities Facilities.

SUBDIVIDER shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monument which are destroyed or damaged as a result of any work under this Agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

8. Permits. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain all necessary permits and licenses for the construction and installation of the

improvements, give all necessary notices and pay all fees and taxes required by law.

9. Default of SUBDIVIDER.

a. Default of SUBDIVIDER shall include, but not be limited to,

- (1) SUBDIVIDER's failure to timely commence construction of this Agreement;
- (2) SUBDIVIDER's failure to timely complete construction of the improvements;
- (3) SUBDIVIDER's failure to timely cure any defect in the improvements;
- (4) SUBDIVIDER's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
- (5) SUBDIVIDER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which SUBDIVIDER fails to discharge within thirty (30) days; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (6) SUBDIVIDER's failure to perform any other obligation under this Agreement.

b. CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER's obligations under this Agreement. CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by SUBDIVIDER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy

available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, CITY's damages for SUBDIVIDER's default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the public improvements in accordance with the improvement plans and specifications contained herein.

In the event of SUBDIVIDER's default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the entire cost of such performance by CITY.

CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work.

- c. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of notice of violation against all the lots in the SUBDIVISION, or to rescind the approval or otherwise revert the SUBDIVISION to acreage. The remedy provided by this subsection (c) is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER's breach shall be in the discretion of CITY.
- d. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses

incurred by CITY in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs.

- e. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.

10. Warranty. SUBDIVIDER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by SUBDIVIDER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should SUBDIVIDER fail to act promptly or in accordance with this requirement, SUBDIVIDER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and SUBDIVIDER shall pay to CITY the cost of such repairs.
11. SUBDIVIDER Not Agent of CITY. Neither SUBDIVIDER nor any of SUBDIVIDER's agents, contractors or subcontractors are or shall be

considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

12. Injury to Work. Until such time as the improvements are accepted by CITY, SUBDIVIDER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by CITY, SUBDIVIDER will be responsible for the care, maintenance of, and any damage to such improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by SUBDIVIDER.
13. Environmental Warranty. Prior to the acceptance of any dedications or improvements by CITY, SUBDIVIDER shall certify and warrant that neither the property to be dedicated nor SUBDIVIDER is in violation of any environmental law and neither the property to be dedicated nor the SUBDIVIDER is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither SUBDIVIDER nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. SUBDIVIDER has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. SUBDIVIDER's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. SUBDIVIDER shall give prompt written notice to CITY at the address set forth herein of:

- a. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;
  - b. Any claims made or threatened by any third party against CITY or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and,
  - c. SUBDIVIDER's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.
14. Other Agreements. Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.
15. SUBDIVIDER'S Obligation to Warn Public During Construction. Until formal final acceptance of the improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.
16. Vesting of Ownership. Upon formal final acceptance of the work by CITY and recordation of the Resolution of Acceptance of Public Improvements,



ownership of the improvements constructed pursuant to this Agreement shall vest in CITY.

17. Final Acceptance of Work. Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act upon the Engineer's recommendation within sixty (60) days from the date the City Engineer certifies that the work has been finally completed, as provided in Section (6). Such acceptance shall not constitute a waiver of defects by CITY.
18. Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents, or employees, contractors and subcontractors in the performance of this Agreement. SUBDIVIDER further agrees to protect, defend, indemnify and hold harmless CITY, its officials, boards and commissions, and members thereof agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the CITY, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said SUBDIVISION, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public improvements. Acceptance by CITY of the improvements shall not

constitute an assumption by CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After acceptance of the improvements, the SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, SUBDIVIDER shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten (10) years following the acceptance by CITY of the improvements. It is the intent of this Section that SUBDIVIDER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this Section.

SUBDIVIDER shall reimburse CITY for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by CITY in enforcing the provisions of this Section.

19. Personal Nature of SUBDIVIDER'S Obligations. All of SUBDIVIDER's obligations under this agreement are and shall remain the personal obligations of SUBDIVIDER notwithstanding a transfer of all or any part of the property within the SUBDIVISION subject to this Agreement, and SUBDIVIDER shall not be entitled to assign its obligations under this

Agreement to any transferee of all or any part of the property within the SUBDIVISION or to any other third party without the express written consent of CITY.

20. Sale or Disposition of SUBDIVISION. Seller or other SUBDIVIDER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the SUBDIVIDER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the SUBDIVIDER of the obligations under Section (18) for the work or improvement done by SUBDIVIDER.
21. Time of the Essence. Time is of the essence in the performance of this Agreement.
22. Time for Commencement of Work; Time Extensions. SUBDIVIDER shall commence substantial construction of the improvements required by this Agreement not later than six (6) months after the date of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to SUBDIVIDER's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, act of God, or by storm or inclement weather, strikes, boycotts or similar political actions which prevents the conducting of work, which SUBDIVIDER could not have reasonably foreseen and, furthermore, were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for and

extension of the time for completion. As a condition of such extension, the City Engineer may require SUBDIVIDER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

23. No Vesting of Rights. Performance by SUBDIVIDER of this Agreement shall not be construed to vest SUBDIVIDER's rights with respect to any change in any zoning or building law or ordinance.
24. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

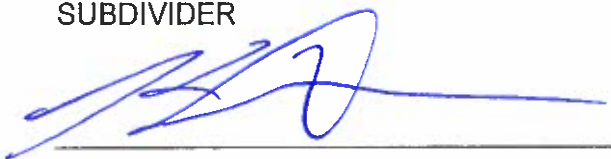
|                       |                                                                                                                               |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Notice to CITY:       | City of Palm Desert<br>73-510 Fred Waring Drive Palm<br>Desert, California 92260<br>Attn: Director of Development<br>Services |
| Notice to SUBDIVIDER: | <hr/> Toll West Coast LLC<br><hr/> 1140 Virginia Drive<br><hr/> Fort Washington, PA 19034<br><hr/>                            |
| Notice to SURETY:     | <hr/> XL Specialty Insurance Company<br><hr/> 1209 Orange St<br><hr/> Wilmington, DE 19801<br><hr/>                           |

25. Compliance With Laws. SUBDIVIDER, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance of the improvements and land development work required by this Agreement. To the extent improvements to be constructed by SUBDIVIDER or under the direction of SUBDIVIDER hereunder are considered to be a public work requiring the payment of prevailing wages and compliance with other prevailing wage laws under Labor Code Sections 1720 et seq., SUBDIVIDER shall cause the contractor and subcontractors to pay prevailing wages and to comply with all other prevailing wage laws pursuant to California Labor Code Sections 1720 et seq. and implementing regulations of the California Department of Industrial Relations and comply with any other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations. SUBDIVIDER shall indemnify, defend, protect and hold harmless City, its agents, elected officials, officers, employees and independent consultants from and against any third party claim, cause of action, administrative or judicial proceeding or enforcement action of any kind arising out of or resulting from SUBDIVIDER or its contractors and subcontractors' alleged or actual failure to comply with prevailing wage law.

26. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
27. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.
28. Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.
29. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.
30. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.
31. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.
32. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Riverside, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date hereinabove first written; by CITY, by and through its Mayor.

SUBDIVIDER



SUBDIVIDER  
(Proper Notarization of SUBDIVIDER's  
signature is required and shall be attached)

CITY OF PALM DESERT

By: See other page  
TODD HILEMAN, CITY MANAGER

ATTEST:

ANTHONY J. MEJIA, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP  
CITY ATTORNEY

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## ACKNOWLEDGEMENT

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 }  
 } ss.  
County of \_\_\_\_\_ }

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a 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 \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

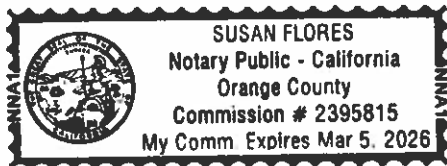
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On Feb. 24, 2025 before me, Susan Flores, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Krrs Campbell  
Name(s) of Signer(s)

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

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 [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**SUBDIVISION IMPROVEMENTS  
PERFORMANCE BOND**

Bond No. US00147335SU25A  
Initial Premium \$ 4,744.00  
Subject to Renewal

KNOW ALL MEN BY THESE PRESENTS: That we, Toll West Coast LLC as Principal, and XL Specialty Insurance Company, a corporation duly authorized under the laws of the State of Delaware to become surety on bonds and undertakings, as Surety, are held and firmly bound unto The City of Palm Desert, as Obligee in the full and just sum of One Million Eight Hundred Ninety Seven Thousand Five Hundred Three and 60/100 Dollars, (\$ 1,897,503.60) lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE OBLIGATION IS SUCH THAT:**

Whereas, the Principal and Obligee have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated January 17, 2025, and identified as project Shadow Ridge - TR 38866, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, its heirs executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact this 25th day of February 2025

Toll West Coast LLC, a Delaware limited liability company  
Principal

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

XL Specialty Insurance Company

By:  \_\_\_\_\_  
John E. Rosenberg, Attorney-in-Fact





## SUBDIVISION IMPROVEMENTS LABOR AND MATERIAL BOND

Bond No. US00147335SU25A  
Premium included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we, Toll West Coast LLC as Principal, and XL Specialty Insurance Company, duly authorized under the laws of the State of Delaware to become surety on bonds and undertakings, as Surety, are held and firmly bound unto The City of Palm Desert as Obligee in the full and just sum of Nine Hundred Forty Eight Thousand Seven Hundred Fifty One and 80/100 Dollars, (\$ 948,751.80), lawful money of the United States of America, for the payment whereof, said Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, Whereas, the Principal and Obligee have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which agreement, dated January 17, 2025, and identified as project Shadow Ridge - TR 38866 is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Obligee to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, the Principal and the undersigned as corporate Surety, are held firmly bound unto the Obligee and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of Nine Hundred Forty Eight Thousand Seven Hundred Fifty One and 80/100 Dollars (\$ 948,751.80), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Sealed with our seals and dated this 25th day of February, 2025

Toll West Coast LLC, a Delaware limited liability company  
Principal

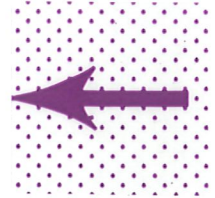
By: \_\_\_\_\_

XL Specialty Insurance Company

By:  \_\_\_\_\_  
John E. Rosenberg, Attorney-in-Fact

## 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.



**NOTARIZE**

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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)

## 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.

Commonwealth of Pennsylvania  
County of Chester )

On February 25, 2025 before me, Jonathan F. Black, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

Commonwealth of Pennsylvania - Notary Seal  
JONATHAN F. BLACK, Notary Public  
Chester County  
My Commission Expires August 25, 2026  
Commission Number 1257207





Power of Attorney  
XL Specialty Insurance Company  
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
LIMITED POWER OF ATTORNEY  
XL 1631243

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

***Julia R. Burnet, Elizabeth P. Cervini, Matthew J. Rosenberg, Melissa J. Hinde, John E. Rosenberg, James M. DiSciuolo***

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 3rd, 2025.

**XL SPECIALTY INSURANCE COMPANY**



by:

*Gregory Boal*

Gregory Boal, VICE PRESIDENT

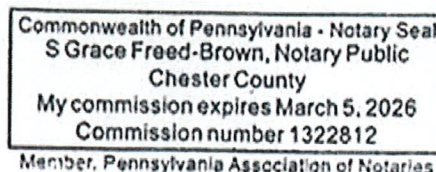
STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

Attest:

*Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 3rd day of January, 2025, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



*S. Grace Freed-Brown*

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 25th day of February 2025.



*Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 3rd day of January, 2025.



XL REINSURANCE AMERICA INC.

by:

*Gregory Boal*

Gregory Boal, VICE PRESIDENT

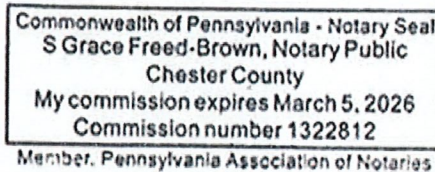
Attest:

*Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 3rd day of January, 2025, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



*S. Grace Freed-Brown*

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this \_\_\_ day of \_\_\_\_\_.



*Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 1/3/2027



XL SPECIALTY INSURANCE COMPANY  
STATUTORY STATEMENT OF ADMITTED ASSETS,  
LIABILITIES, CAPITAL AND SURPLUS  
December 31, 2023  
(U.S. Dollars)

| Assets:                                                              |                      | Liabilities:                                                  |                      |
|----------------------------------------------------------------------|----------------------|---------------------------------------------------------------|----------------------|
| Bonds                                                                | 2,804,366,699        | Loss & loss adjustment expenses                               | 1,717,596,275        |
| Stocks                                                               | 127,261,802          | Reinsurance payable on paid loss and loss adjustment expenses | 502,884              |
| Cash and short-term investments                                      | 450,893,384          | Unearned premiums                                             | 442,720,116          |
| Receivable for securities                                            | 19,887               | Ceded reinsurance premium payable                             | 0                    |
| <b>Total Invested Assets</b>                                         | <b>3,382,541,772</b> | Funds held by company under reinsurance treaties              | 740,346,477          |
|                                                                      |                      | Payable for Securities                                        |                      |
|                                                                      |                      | Other Liabilities                                             | 153,963,663          |
|                                                                      |                      | <b>Total Liabilities</b>                                      | <b>3,055,129,415</b> |
| Agents Balances                                                      | 277,268,035          | Capital and Surplus:                                          |                      |
| Funds held by or deposited with reinsured companies                  | 3,238,083            | Aggregate write-ins for special surplus funds                 |                      |
| Reinsurance recoverable on loss and loss adjustment expense payments |                      | Common capital Stock                                          | 5,812,500            |
| Accrued interest and dividends                                       | 15,749,508           | Gross paid in and contributed surplus                         | 609,192,647          |
| Other admitted assets                                                | 111,196,865          | Unassigned surplus                                            | 119,859,701          |
| <b>Total Admitted Assets</b>                                         | <b>3,789,994,263</b> | <b>Total Capital and Surplus</b>                              | <b>734,864,848</b>   |
|                                                                      |                      | <b>Total Liabilities, Capital and Surplus</b>                 | <b>3,789,994,263</b> |

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2023, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at 677 Washington Blvd., 10<sup>th</sup> Floor, Suite 1000, Stamford, CT 06901.



Andrew Robert Will  
Vice President and Controller

**CITY OF PALM DESERT  
ENGINEERING DEPARTMENT**

Project No.: ST24-0002 Date.: 02/28/2025  
By: Cesar Lopez Title: Associate Engineer  
☐ APPROVED ☒ ACCEPTED

**APPROVED**  
Tina York, PE  
HR Green Pacific, Inc.

**PRIVATE STREET AND STORM DRAIN PLAN  
COST ESTIMATE FOR BOND PURPOSES**

**Project : Palm Desert, Shadow Ridge**

**Date Prepared: 01/07/24**

| NOTE             | DESCRIPTION - STREET                                                                             | QUANTITY | UNIT | UNIT PRICE   | AMOUNT               |
|------------------|--------------------------------------------------------------------------------------------------|----------|------|--------------|----------------------|
| 1                | CONSTRUCT A.C. PER GEOTECHNICAL RECOMMENDATIONS AND TABLE ON SHEET 2.                            | 2,210    | C.Y  | \$ 100.00    | \$ 221,000.00        |
|                  | CONSTRUCT A.B. PER GEOTECHNICAL RECOMMENDATIONS AND TABLE ON SHEET 2.                            | 3,095    | C.Y  | \$ 55.00     | \$ 170,225.00        |
| 2                | CONSTRUCT 6" CURB & GUTTER PER S.P.P.W.C. STD. 120-3, A2-6(150)                                  | 6,400    | L.F. | \$ 40.00     | \$ 256,000.00        |
| 3                | CONSTRUCT CROSS GUTTER TYPE II PER CITY OF PALM DESERT STD. PLAN NO. 108 AND DETAIL 3 ON SHEET 2 | 1        | EA.  | \$ 25,500.00 | \$ 25,500.00         |
| 4                | CONSTRUCT 6" CURB PER S.P.P.W.C. STD. 120-3, A1-6(150)                                           | 450      | L.F. | \$ 40.00     | \$ 18,000.00         |
| 5                | CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF PALM DESERT STD. PLAN NO. 104 (WIDTH PER PLAN)    | 4170     | S.F  | \$ 10.00     | \$ 41,700.00         |
| 6                | CONSTRUCT CURB TRANSITION FOR FUTURE DRIVEWAY PER DETAIL 6 ON SHEET 2                            | 93       | EA.  | \$ 1,000.00  | \$ 93,000.00         |
| 7                | CONSTRUCT CURB RAMP PER DETAIL 7 ON SHEET 2, RAMP NO. PER PLAN                                   | 6        | EA.  | \$ 5,000.00  | \$ 30,000.00         |
| 8                | CONSTRUCT LOCAL DEPRESSION AT CATCH BASIN PER S.P.P.W.C. STD. 313-4, MODIFIED TYPE B.            | 13       | EA.  | \$ 1,500.00  | \$ 19,500.00         |
| 9                | INSTALL STREET NAME SIGN                                                                         | 4        | EA.  | \$ 400.00    | \$ 1,600.00          |
| 10               | INSTALL TYPE I BLUE TWO-WAY PAVEMENT MARKER PER S.P.P.W.C. STD. PLAN 170                         | 14       | EA.  | \$ 5.00      | \$ 70.00             |
| 11               | INSTALL CONCRETE PAVERS AND BANDS IN ENTRYWAY PER SEPARATE LANDSCAPE PLAN (FOR REFERENCE ONLY)   | 5,760    | S.F. | \$ 15.00     | \$ 86,400.00         |
| 12               | PAINT "STOP" PAVEVMENT MARKINGS AND STOP LINE PER CALTRANS STD. PLAN A24D AND A24G               | 3        | EA.  | \$ 100.00    | \$ 300.00            |
| 13               | INSTALL CA MUTCD SIGN R1-1 ("STOP" SIGN) AND POST                                                | 3        | EA.  | \$ 400.00    | \$ 1,200.00          |
| 14               | SAWCUT AND JOIN EXISTING PAVEMENT PER DETAIL 14 ON SHEET 2, WIDTH PER PLAN                       | 350      | S.F. | \$ 4.00      | \$ 1,400.00          |
| 15               | CONSTRUCT CURB INLET PER DETAIL 15 ON SHEET 3                                                    | 2        | EA.  | \$ 2,500.00  | \$ 5,000.00          |
| <b>SUBTOTAL:</b> |                                                                                                  |          |      |              | <b>\$ 970,895.00</b> |

| NOTE             | DESCRIPTION - STORM DRAIN                                                                                                                                                                                | QUANTITY | UNIT | UNIT PRICE    | AMOUNT               |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|---------------|----------------------|
| 30               | INSTALL 18" ADS HP STORM PIPE PER ASTM F2881 W/DUAL GASKETS OR APPROVED EQUAL PER INSTALLATION DETAIL 'A' ON SHEET 11 WITH ALL WATER TIGHT CONNECTIONS TO CONCRETE STRUCTURES PER DETAIL 'B' ON SHEET 11 | 863      | L.F. | \$ 100.00     | \$ 86,300.00         |
| 31               | INSTALL 24" ADS HP STORM PIPE PER ASTM F2881 W/DUAL GASKETS OR APPROVED EQUAL PER INSTALLATION DETAIL 'A' ON SHEET 11 WITH ALL WATER TIGHT CONNECTIONS TO CONCRETE STRUCTURES PER DETAIL 'B' ON SHEET 11 | 194      | L.F. | \$ 145.00     | \$ 28,130.00         |
| 32               | CONSTRUCT PIPE TO PIPE MANHOLE (DIA. 33" OR SMALLER) PER S.P.P.W.C. STD. 321-2                                                                                                                           | 5        | EA.  | \$ 4,425.00   | \$ 22,125.00         |
| 33               | CONSTRUCT MODIFIED (WITHOUT MANHOLE SHAFT) PIPE TO PIPE MANHOLE (DIA. 33" OR SMALLER) PER S.P.P.W.C. STD. 321-2                                                                                          | 1        | EA.  | \$ 4,000.00   | \$ 4,000.00          |
| 34               | CONSTRUCT CURB OPENING CATCH BASIN PER S.P.P.W.C. STD. 300-3, 3.5' W AND V PER PLAN                                                                                                                      | 3        | EA.  | \$ 3,800.00   | \$ 11,400.00         |
|                  | CONSTRUCT CURB OPENING CATCH BASIN PER S.P.P.W.C. STD. 300-3, 7.0' W AND V PER PLAN                                                                                                                      | 7        | EA.  | \$ 5,000.00   | \$ 35,000.00         |
|                  | CONSTRUCT CURB OPENING CATCH BASIN PER S.P.P.W.C. STD. 300-3, 10' W AND V PER PLAN                                                                                                                       | 2        | EA.  | \$ 7,500.00   | \$ 15,000.00         |
| 35               | CONSTRUCT CURBSIDE GRATING CATCH BASIN PER S.P.P.W.C. STD. 303-3 W AND V PER PLAN                                                                                                                        | 1        | EA.  | \$ 4,400.00   | \$ 4,400.00          |
| 36               | INSTALL 12" PVC SDR 35 WITH PIPE BEDDING PER DETAIL A ON SHEET NO. 10                                                                                                                                    | 165      | L.F. | \$ 105.00     | \$ 17,325.00         |
| 37               | INSTALL 4" PVC SDR 35 WITH PIPE BEDDING PER DETAIL A ON SHEET NO. 10                                                                                                                                     | 24       | L.F. | \$ 82.00      | \$ 1,968.00          |
| 38               | INSTALL CAP FOR FUTURE CONNECTION PER DETAIL C ON SHEET 10                                                                                                                                               | 5        | EA.  | \$ 350.00     | \$ 1,750.00          |
| 39               | INSTALL PVC OR ADS FITTING (SIZE AND TYPE PER PLAN)                                                                                                                                                      | 4        | EA.  | \$ 350.00     | \$ 1,400.00          |
| 40               | CONSTRUCT PVC CONNECTION TO CATCH BASIN PER DETAIL B ON SHEET 10                                                                                                                                         | 8        | EA.  | \$ 1,000.00   | \$ 8,000.00          |
| 41               | INSTALL UNDERGROUND DETENTION BASIN, AQUASAVE MODEL 3825-5, SECTIONS PER DETAIL D ON SHT 10 AND PER DETAILS ON SHTS 14 AND 15                                                                            | 1        | L.S. | \$ 350,000.00 | \$ 350,000.00        |
| 42               | INSTALL 24" BROOKS BOX WITH GRATE PER BROOKS PRODUCT DETAIL 2424CB & DETAIL D ON SHEET 8                                                                                                                 | 2        | EA.  | \$ 5,000.00   | \$ 10,000.00         |
| 43               | CONNECT PIPE TO AQUASAVE TANK SYSTEM PER DETAIL ON SHEET 14                                                                                                                                              | 5        | EA.  | \$ 500.00     | \$ 2,500.00          |
| 44               | CONSTRUCT CONCRETE COLLOR PER S.P.P.W.C. STD. NO. 380-4                                                                                                                                                  | 1        | EA.  | \$ 3,500.00   | \$ 3,500.00          |
| 45               | CONSTRUCT SINGLE PIPE STRAIGHT HEADWALL PER CALTRANS STD. D89-A                                                                                                                                          | 2        | EA.  | \$ 3,780.00   | \$ 7,560.00          |
| <b>SUBTOTAL:</b> |                                                                                                                                                                                                          |          |      |               | <b>\$ 610,358.00</b> |

**TOTAL: \$ 1,581,253.00**  
**20% CONTINGENCY: \$ 316,250.60**  
**GRAND TOTAL: \$ 1,897,503.60**

CITY OF PALM DESERT  
MONUMENT BOND

Toll West Coast LLC the Subdivider of Tract No. 38866, as Principal, and, XL Specialty Insurance Company, as Surety, do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally to the CITY OF PALM DESERT, a municipal corporation of the State of California, in the amount of Ninety Five Thousand Five Hundred and 00/100 (\$95,500.00) lawful money of the United State of America as follows:

WHEREAS, Principal is required by the CITY OF P A L M D E S E R T to give this bond, guaranteeing that Principal shall pay the cost setting the survey monuments for the above referenced final subdivision map as required by Sections 66495-66498 of the California Government Code.


NOW, THEREFORE, if said Principal does not set and pay the Surveyor or Engineer the cost of setting the survey monuments in said Tract on or before the date certified on the final tract map, then upon demand of the CITY OF PALM DESERT, Surety shall pay to the CITY OF PALM DESERT the amount of this bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on this 11th day of February, 2025.

PRINCIPAL:

Toll West Coast LLC  
a Delaware limited liability company

By

  
PETER KIM, VICE PRESIDENT

SURETY:

XL Specialty Insurance Company

By

  
John E. Rosenberg, Attorney-in-Fact

Form 10-10



Power of Attorney  
XL Specialty Insurance Company  
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
LIMITED POWER OF ATTORNEY

XL 1631211

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

**Julia R. Burnet, Elizabeth P. Cervini, Matthew J. Rosenberg, Melissa J. Hinde, John E. Rosenberg, James M. DiScullo**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 3rd, 2025.

XL SPECIALTY INSURANCE COMPANY



by:

*Gregory Boal*

Gregory Boal, VICE PRESIDENT

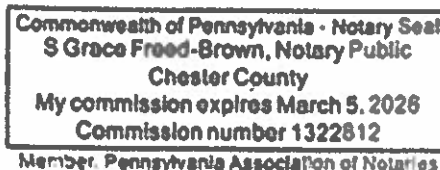
Attest:

*Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 3rd day of January, 2025, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



*S. Grace Freed-Brown*

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 11th day of February 2025.



*Kevin M. Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 3rd day of January, 2025.



XL REINSURANCE AMERICA INC.

by:

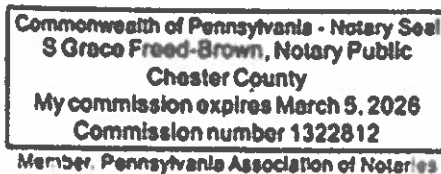
*Gregory Boal*  
Gregory Boal, VICE PRESIDENT

Attest:

*Kevin M. Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 3rd day of January, 2025, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



*S. Grace Freed-Brown*  
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this \_\_\_ day of \_\_\_\_\_.



*Kevin M. Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 1/3/2027

**XL SPECIALTY INSURANCE COMPANY**  
**STATUTORY STATEMENT OF ADMITTED ASSETS,**  
**LIABILITIES, CAPITAL AND SURPLUS**  
**December 31, 2023**  
**(U.S. Dollars)**

| <b>Assets:</b>                                                       |                          | <b>Liabilities:</b>                                           |                          |
|----------------------------------------------------------------------|--------------------------|---------------------------------------------------------------|--------------------------|
| Bonds                                                                | 2,804,366,699            | Loss & loss adjustment expenses                               | 1,717,596,275            |
| Stocks                                                               | 127,261,802              | Reinsurance payable on paid loss and loss adjustment expenses | 502,884                  |
| Cash and short-term investments                                      | 450,893,384              | Unearned premiums                                             | 442,720,116              |
| Receivable for securities                                            | 19,887                   | Ceded reinsurance premium payable                             | 0                        |
| <b>Total Invested Assets</b>                                         | <b>3,382,541,772</b>     | Funds held by company under reinsurance treaties              | 740,346,477              |
|                                                                      |                          | Payable for Securities                                        |                          |
|                                                                      |                          | Other Liabilities                                             | 153,963,663              |
|                                                                      |                          | <b>Total Liabilities</b>                                      | <b>3,055,129,415</b>     |
| <br>Agents Balances                                                  | <br>277,268,035          | <br>Capital and Surplus:                                      |                          |
|                                                                      |                          | Aggregate write-ins for special surplus funds                 |                          |
| Funds held by or deposited with reinsured companies                  | 3,238,083                | Common capital Stock                                          | 5,812,500                |
| Reinsurance recoverable on loss and loss adjustment expense payments |                          | Gross paid in and contributed surplus                         | 609,192,647              |
| Accrued interest and dividends                                       | 15,749,508               | Unassigned surplus                                            | 119,859,701              |
| Other admitted assets                                                | 111,196,865              | <b>Total Capital and Surplus</b>                              | <b>734,864,848</b>       |
| <br><b>Total Admitted Assets</b>                                     | <br><b>3,789,994,263</b> | <br><b>Total Liabilities, Capital and Surplus</b>             | <br><b>3,789,994,263</b> |

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2023, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at 677 Washington Blvd., 10<sup>th</sup> Floor, Suite 1000, Stamford, CT 06901.



\_\_\_\_\_  
Andrew Robert Will  
Vice President and Controller

## 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 Orange )

On February 6, 2025 before me, Heidi Ferguson, Notary Public  
(insert name and title of the officer)

personally appeared Peter Kim  
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.

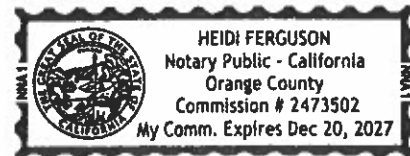
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Heidi Ferguson*

(Seal)







**WILSON•MIKAMI•CORPORATION**  
**CONSULTING ENGINEERS**

9 CORPORATE PARK, SUITE 100•IRVINE•CA•92606

**CITY OF PALM DESERT  
ENGINEERING DEPARTMENT**

Project No.: FTM24-0001 Date.: 11/15/2024  
By: C. Fernandez for Title: Consultant Engineer  
M. Myers  
☐ APPROVED ☒ ACCEPTED

October 21, 2024

Mr. Timothy R. Jonnasson, P.E.  
Acting City Engineer  
City of Palm Desert  
73-510 Fred Warning Drive  
Palm Desert, CA 9226-2578

**Re: Deferred Monumentation for Tract No. 38866**

Dear Mr. Jonnasson,

Please be informed that the monumentation bond amount for Tract No. 38866 has been determined to be \$ 95,500.

Respectfully yours,

Sincerely,  
Wilson Mikami Corporation, Inc.

Scott M. Wilson, P.E., P.L.S.  
Principal

cc: Rick Tetreault, Saddleback Surveys



**CITY OF PALM DESERT  
STANDARD FORM  
GRADING  
FAITHFUL PERFORMANCE BOND**

**DESCRIPTION OF PROPERTY:** Palm Desert, Shadow Ridge

**NAME OF GRADER:** Toll West Coast LLC, a Delaware limited liability company

**NAME OF SURETY:** XL Specialty Insurance Company

**EFFECTIVE DATE:** February 11, 2025

**AMOUNT OF BOND:** \$4,377,003.72

**BOND NUMBER:** US00147301SU25A

**PREMIUM:** \$10,943.00

**KNOW ALL MEN BY THESE PRESENTS:** That the person, firm, corporation, entity, or otherwise, named on line 2 above, without regard to gender and number, hereinafter referred to as PRINCIPAL, and the corporation named on Line 3 above, a corporation authorized to do business in the State of California and presently possessed of authority under Title 6 of the United States Code to do business under Sections 6 to 13 thereof, in the aggregate amounts hereof, hereinafter referred to as SURETY, are jointly and severally held and firmly bound unto the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as CITY, in the sum mentioned on Line 5 above, for the faithful performance of that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on Line 1 above, as required by the provision of the CITY ordinances, resolutions, rules, and regulations, for the payment of which sums well and truly to be made,

PRINCIPAL and SURETY hereby bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

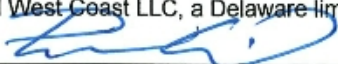
The condition of the foregoing obligation is such that if the said PRINCIPAL shall faithfully perform the covenants, conditions, and agreements contained in that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on LINE 1 of Page 1 hereof, which said agreement is by this reference incorporated herein, on its part to be kept and performed, in a manner and form therein specified, and shall furnish material in compliance with the specifications and perform all that certain work and improvement in said CITY which is more particularly described in said GRADING ONLY AGREEMENT, then the obligation with respect to the faithful performance is by this reference incorporated herein.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT, the work, the specifications or any feature or item of performance thereunder. In the event it becomes necessary for CITY to bring an action to enforce this bond, SURETY shall pay CITY's reasonable attorney's fees and court costs in connection therewith.

IN WITNESS WHEREOF, PRINCIPAL and SURETY have executed this

instrument on the date mentioned on Line 4 of Page 1 hereof.

Toll West Coast LLC, a Delaware limited liability company

  
PRINCIPAL'S SIGNATURE

PRINCIPAL'S SIGNATURE

PETER KIM  
PRINT NAME

PRINT NAME

VICE PRESIDENT  
TITLE & COMPANY NAME

TITLE & COMPANY NAME

XL Specialty Insurance Company

  
SURETY'S SIGNATURE

John E. Rosenberg, Attorney-in-Fact

  
SURETY'S SIGNATURE

Kyle W. Koziol, Witness

APPROVED AS TO FORM:

ROBERT W. HARGREAVES, CITY ATTORNEY

(Notarial acknowledgement of execution by ALL PRINCIPALS and SURETY must be attached.)

## 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 Orange )

On February 6, 2025 before me, Heidi Ferguson, Notary Public  
(insert name and title of the officer)

personally appeared Peter Kim -----  
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.

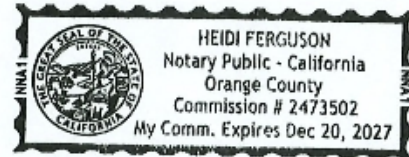
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Heidi Ferguson*

(Seal)







Power of Attorney  
XL Specialty Insurance Company  
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
LIMITED POWER OF ATTORNEY

XL 1631210

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

**Julia R. Burnet, Elizabeth P. Cervini, Matthew J. Rosenberg, Melissa J. Hinde, John E. Rosenberg, James M. DiScullo**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 3rd, 2025.

XL SPECIALTY INSURANCE COMPANY



by:

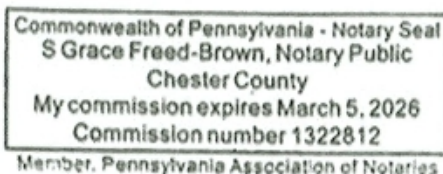
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 3rd day of January, 2025, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 15th day of February 2025.



*Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 3rd day of January, 2025.



XL REINSURANCE AMERICA INC.

by:

*Gregory Boal*

Gregory Boal, VICE PRESIDENT

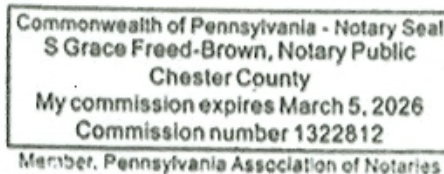
Attest:

*Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 3rd day of January, 2025, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



*S. Grace Freed-Brown*

S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this \_\_\_ day of \_\_\_\_\_.



*Kevin M. Mirsch*

Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 1/3/2027

## 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.

Commonwealth of Pennsylvania  
County of Chester

On February 11, 2025 before me, Jonathan F. Black, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

Commonwealth of Pennsylvania - Notary Seal  
JONATHAN F. BLACK, Notary Public  
Chester County  
My Commission Expires August 25, 2026  
Commission Number 1257207



**XL SPECIALTY INSURANCE COMPANY**  
**STATUTORY STATEMENT OF ADMITTED ASSETS,**  
**LIABILITIES, CAPITAL AND SURPLUS**  
December 31, 2023  
(U.S. Dollars)

| <b>Assets:</b>                                                       |                      | <b>Liabilities:</b>                                           |                      |
|----------------------------------------------------------------------|----------------------|---------------------------------------------------------------|----------------------|
| Bonds                                                                | 2,804,366,699        | Loss & loss adjustment expenses                               | 1,717,596,275        |
| Stocks                                                               | 127,261,802          | Reinsurance payable on paid loss and loss adjustment expenses | 502,884              |
| Cash and short-term investments                                      | 450,893,384          | Unearned premiums                                             | 442,720,116          |
| Receivable for securities                                            | 19,887               | Ceded reinsurance premium payable                             | 0                    |
| <b>Total Invested Assets</b>                                         | <b>3,382,541,772</b> | Funds held by company under reinsurance treaties              | 740,346,477          |
|                                                                      |                      | Payable for Securities                                        |                      |
|                                                                      |                      | Other Liabilities                                             | 153,963,663          |
|                                                                      |                      | <b>Total Liabilities</b>                                      | <b>3,055,129,415</b> |
| <br>Agents Balances                                                  | <br>277,268,035      | <br>Capital and Surplus:                                      |                      |
|                                                                      |                      | Aggregate write-ins for special surplus funds                 |                      |
| Funds held by or deposited with reinsured companies                  | 3,238,083            | Common capital Stock                                          | 5,812,500            |
| Reinsurance recoverable on loss and loss adjustment expense payments |                      | Gross paid in and contributed surplus                         | 609,192,647          |
| Accrued interest and dividends                                       | 15,749,508           | Unassigned surplus                                            | 119,859,701          |
| Other admitted assets                                                | 111,196,865          | <b>Total Capital and Surplus</b>                              | <b>734,864,848</b>   |
| <b>Total Admitted Assets</b>                                         | <b>3,789,994,263</b> | <b>Total Liabilities, Capital and Surplus</b>                 | <b>3,789,994,263</b> |

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2023, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at 677 Washington Blvd., 10<sup>th</sup> Floor, Suite 1000, Stamford, CT 06901.

\_\_\_\_\_  
Andrew Robert Will  
Vice President and Controller



## ACKNOWLEDGEMENT

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                                }  
                                                              } ss.  
County of \_\_\_\_\_ }

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a  
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 \_\_\_\_\_

**ROUGH GRADING PLAN**  
**COST ESTIMATE FOR BOND PURPOSES**

**Project : Palm Desert, Shadow Ridge**

**Date Prepared: 11/22/24**

| ITEM NO.                    | DESCRIPTION                                                | QUANTITY | UNIT | UNIT PRICE   | TOTAL           |
|-----------------------------|------------------------------------------------------------|----------|------|--------------|-----------------|
| 1A                          | EARTHWORK: RAW CUT                                         | 19,300   | CY   | \$ 25.00     | \$ 482,500.00   |
| 1B                          | EARTHWORK: RAW FILL                                        | 33,400   | CY   | \$ 25.00     | \$ 835,000.00   |
| 1C                          | EARTHWORK: REMEDIAL                                        | 49,000   | CY   | \$ 25.00     | \$ 1,225,000.00 |
| 1D                          | EARTHWORK: OVER EXCAVATION                                 | 22,700   | CY   | \$ 25.00     | \$ 567,500.00   |
| 2                           | CONSTRUCT 3' WIDE V-DITCH                                  | 143      | LF   | \$ 36.00     | \$ 5,148.00     |
| 3                           | INSTALL 2424CB BROOK BOX WITH NON-TRAFFIC GRATE INLET      | 1        | EA   | \$ 3,800.00  | \$ 3,800.00     |
| 4                           | INSTALL NO. 2 BACKING RIP-RAP PAD, 6'x3' (1.25' THICKNESS) | 18       | SF   | \$ 80.00     | \$ 1,440.00     |
| 5                           | INSTALL GRASS SWALE                                        | 680      | LF   | \$ 15.00     | \$ 10,200.00    |
| 6                           | INSTALL FIBER ROLL                                         | 13,800   | LF   | \$ 4.50      | \$ 62,100.00    |
| 7                           | INSTALL FIBER ROLL VELOCITY REDUCER                        | 812      | LF   | \$ 4.50      | \$ 3,654.00     |
| 9                           | HYDROMULCH (EARTHGUARD FIBER MATRIX) PAD                   | 686,340  | SF   | \$ 0.45      | \$ 308,853.00   |
| 10                          | INSTALL STABILIZED CONSTRUCTION ENTRANCE                   | 1        | EA   | \$ 1,500.00  | \$ 1,500.00     |
| 11                          | INSTALL INLET PROTECTION                                   | 15       | EA   | \$ 333.00    | \$ 4,995.00     |
| 12                          | HYDROMULCH (EARTHGUARD FIBER MATRIX) SLOPE                 | 25,742   | SF   | \$ 0.55      | \$ 14,158.10    |
| 13                          | HYDROMULCH (EARTHGUARD FIBER MATRIX) STREET                | 142,900  | SF   | \$ 0.55      | \$ 78,595.00    |
| 14                          | CONSTRUCT VEHICLE ACCESS RAMP                              | 2        | EA   | \$ 5,000.00  | \$ 10,000.00    |
| 15                          | CONSTRUCT DESILTING BASIN                                  | 2        | EA   | \$ 16,530.00 | \$ 33,060.00    |
| SUBTOTAL ROUGH GRADING PLAN |                                                            |          |      |              | \$ 3,647,503.10 |
| 20% CONTINGENCY             |                                                            |          |      |              | \$ 729,500.62   |
| GRAND TOTAL                 |                                                            |          |      |              | \$ 4,377,003.72 |

| CITY OF PALM DESERT<br>ENGINEERING DEPARTMENT |                                              |
|-----------------------------------------------|----------------------------------------------|
| Project No.: RG24-0007                        | Date.: 02/27/2025                            |
| By: Cesar Lopez                               | Title: Associate Engineer                    |
| <input type="checkbox"/> APPROVED             | <input checked="" type="checkbox"/> ACCEPTED |

# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: March 13, 2025

PREPARED BY: Carlos Flores, AICP, Principal Planner

SUBJECT: RESOLUTION APPROVING FINAL TRACT MAP NO. 38434-2

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## **RECOMMENDATION:**

Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE FINAL SUBDIVISION OF FINAL TRACT MAP NO. 38434-2."

## **BACKGROUND/ANALYSIS:**

On November 17, 2022, the City Council approved the Refuge Specific Plan (SP22-0001), a request by Refuge Palm Desert, LLC (Applicant), 17755 Sky Park Cir, Ste 101, Irvine, CA 92614 to establish five planning areas, up to 969 residential dwelling units, and related improvements on a 106.4-acre site located at the southwest corner of Gerald Ford Drive and Rembrandt Parkway. Concurrently, the City Council approved Tentative Tract Map 38434 (TTM 38434) by Resolution No. 2022-94, to subdivide a 93.56-acre portion of the proposed site into one condominium lot (14.29 acres) and 339 single-family residential lots and its associated clubhouse, open space, retention basins, and infrastructure (approximately 78 acres).

On September 5, 2023, the Planning Commission approved, by Resolution No. 2841, a request to modify the layout to reduce the previously approved TTM 38434 to 332 single-family residential lots and modify pad elevations. On March 5, 2024, the Planning Commission approved, by Resolution No. 2859, an additional request by the Applicant to modify pad elevations.

On August 22, 2024, the City Council adopted Resolution 2024-066 which approved Final Tract Map No. 38434-1 (FTM 38434-1). FTM 38434-1 is a phased portion of the map that includes 135 single-family residential lots, 10 public street and infrastructure lots, 11 lots of open space including retention basins, and one lot for the clubhouse (approximately 38.23 acres). The phasing of TTM 38434 was permitted through Condition of Approval No. 21 of Resolution No. 2022-94, with approval of the City Engineer and financial securities for all public improvements associated with the phase. Resolution 2024-066 approval included a Grading Agreement and Subdivision Improvement Agreements (SIA) for phase 1 and 2, and maintenance and easement agreements.

The Final Tract Map No. 38434-2 (FTM 38434-2) is the second phased portion of the map that includes 197 single family residential lots, 10 lots for public streets, and 7 lots for private open space. FTM 38434-2 is the final phase of 38434 and would complete the entirety of the subdivision. Previously approved Resolution 2024-066 approved and recorded the SIA and Grading Agreement with necessary financial securities that covers FTM 38434-2 to guarantee the completion of construction (Attachment 5 and 6). The City Engineer has determined that

FTM 38434-2 meets the application requirements of the Subdivision Map Act and the City's ordinances. The Final Map has been deemed technically correct by the City Engineer, and the Conditions of Approval in the resolution have been satisfied for FTM 38434-2.

The Covenants, Conditions, and Restrictions (CC&Rs) of the Homeowner's Association (HOA) document the maintenance obligations for the proposed site, which includes maintaining all lots reserved for open space, landscaping and storm drain purposes, and all landscaping located in the public right-of-way adjacent to private property and within medians and roundabouts within the community.

Public Input:

Leading up to the City Council approval of FTM 38434-1, the City received multiple complaints on the project with a focus on construction activity, pad elevations, and drainage. In response, City staff held individual meetings with homeowners and launched a project website on the City's webpage to centralize project history, plans, and inspections. Additionally, staff conducted a community meeting at City Hall on June 25, 2024, to respond to residents' questions and concerns.

Following the approval of FTM 38434-1, the City continued to receive multiple complaints on the project with a continued focus on construction activity, elevations, drainage, as well as the final design of the landscape buffer on the south and east perimeters of the project. City staff, including the City Manager, Assistant City Manager, Principal Planner, and Development Services Director, held two (2) meetings in January 2025 with neighboring homeowners to discuss their comments. The discussions centered around the following topics:

- Building pad height
- Landscape buffer distance
- Drainage and grading
- Access and design
- Neighboring walls
- View protections.

City staff provided clarification on each topic discussed and provided a list of requests to the Applicant. While the Applicant declined to increase the landscape buffer distance, they agreed to:

- Re-design the slopes along the perimeters
- Construct all perimeter walls as block walls
- Maintain private access along the landscape buffer.

Attachment 10 provides a summary of discussions, clarifications, requests, and the Applicant's responses.

On February 4, 2025, residents were invited to City Hall to receive a project update from the Applicant, focusing on responses to resident requests, wall designs, landscape buffer modifications, grading, and drainage. The City remains committed to transparency, regularly updating project information on its website and maintaining ongoing communication with the developer to track and respond to resident concerns.

**Legal Review:**

This report has been reviewed by the City Attorney's Office.

**Environment Review:**

The proposed Final Map is a project under CEQA. The adoption of the Final Map is exempt from CEQA under Section 15268(b) of Chapter 3 of Title 14 of the California Code of Regulations (State CEQA Guidelines). Section 15628(b) exempts ministerial approval by public agencies from CEQA. Final Maps are specifically cited as a type of ministerial permit. Therefore, this project qualifies for the identified exemption.

**FINANCIAL IMPACT:**

There is no immediate impact to the General Fund with this action. However, once the proposed public streets are completed and accepted, their long-term maintenance will be the responsibility of the City of Palm Desert.

**ATTACHMENTS:**

1. Resolution 2025-
2. Conditions of Approval Res No. 2859, 2841, 2022-94
3. Tentative Tract Map 38434
4. Final Tract Map 38434-2
5. Grading Agreement and Bonds
6. Subdivision Improvement Agreement and Bonds
7. Explore Action Plan
8. Community Meeting Applicant Presentation February 4, 2025
9. Resolution 2024-066
10. Pulte Request Matrix



RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM  
DESERT, CALIFORNIA, APPROVING THE FINAL SUBDIVISION MAP OF  
TRACT MAP 38434-2

WHEREAS, the Tract Map conforms to the requirements of the Subdivision Map Act and City Ordinances; and

WHEREAS, the Tentative Tract Map 38434 (TTM 38434) was approved to subdivide 93.5 acre site into 1 condominium lot (14.29 acres) and 332 single family residential lots (approximately 70 acres); and

WHEREAS, the Final Subdivision Map of Tract Map 38434 has been approved by the City Engineer as a phasing map through Condition of Approval 21 of Resolution No. 2022-93; and

WHEREAS, at its regular meeting on August 22, 2024, the City Council of the City of Palm Desert adopted Resolution 2024-066, approving the final subdivision map of Final Tract Map No. 38434-1 for the first phase of the project which included 135 single-family lots, 10 public street and infrastructure lots, 11 lots of open space, and one lot for a clubhouse; and

WHEREAS, Resolution 2024-066 included approval of grading, subdivision improvement, and maintenance and easement agreements for the entirety of Tract Map 38434, including phase 2; and

WHEREAS, the Final Subdivision Map of Tract Map 38434-2 has been approved by the City Engineer as a phasing map and securities posted for the associated phases. Final Subdivision Map of Tract 38434-2 includes 197 single family residential lots, 10 lots for public streets, and 7 lots for private open space; and

WHEREAS, the Final Subdivision Map of Tract Map 38434-2, has met the Conditions of Approval for this project (Resolution Nos. 2022-93, 2841, and 2859).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Final Subdivision Map of Parcel Map 38434-2, City of Palm Desert, California, is hereby approved as the official map of said tract, subject to the conditions of the Tentative Map.

SECTION 3. The Director of Development Services is directed to process the

Tract Map for recording upon receipt of the required payment of all fees.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon this adoption.

ADOPTED ON \_\_\_\_\_, 2025.

\_\_\_\_\_  
JAN HARNIK, MAYOR

ATTEST:

\_\_\_\_\_  
ANTHONY J. MEJIA, CITY CLERK



I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-\_\_ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on \_\_\_\_\_, 2025.

---

ANTHONY J. MEJIA  
CITY CLERK



PLANNING COMMISSION RESOLUTION NO. 2859

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A REVISION TO APPROVED PAD ELEVATIONS FOR TENTATIVE TRACT MAP 38434 TO ACCOMMODATE A 332 SINGLE-FAMILY HOME RESIDENTIAL DEVELOPMENT ON A 93.56-ACRE PROJECT SITE SOUTH OF GERALD FORD DRIVE AND WEST OF PORTOLA ROAD WITHIN THE REFUGE SPECIFIC PLAN AREA (APNS: 694-310-009 & 694-31-011)  
CASE NOS. TTM 38434 (TTM23-0002)

WHEREAS, the City Council of the City of Palm Desert, California, did on the 17<sup>th</sup> day of November 2022, adopt Resolution No. 2022-93, adopting a Mitigated Negative Declaration (MND) of Environmental Impact pursuant to the California Environmental Quality Act (CEQA), and approving the Refuge Specific Plan; and

WHEREAS, the City Council of the City of Palm Desert, did on the 17<sup>th</sup> day of November 2022, hold a duly noticed public hearing and adopt City Council Resolution No. 2022-94 to approve Tentative Tract Map (TTM) 38434 to subdivide 93.56 acres into individual parcels, including one (1) lot for condominium purposes, 339 single-family residential lots, and lots for public streets, private streets, and open space areas within the Refuge Specific Plan ("Specific Plan"); and

WHEREAS, Pulte Homes ("Applicant"), submitted a TTM Revision application to revise Tentative Tract Map 38434 to subdivide 93.56 acres into individual parcels, including one (1) lot for condominium purposes, 332 single-family residential lots, and lots for public streets, private streets, and open space areas ("Project") within the Specific Plan; and

WHEREAS, the Project site has a land use designation of Town Center Neighborhood (TCN) in the General Plan adopted on November 10, 2016, and zoning designation of Refuge Specific Plan adopted on November 17, 2022; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 5<sup>th</sup> day of September 2023, hold a duly noticed public hearing and adopted Planning Commission Resolution No. 2841, with conditions of approval, to approve the request by the Applicant for a revision to TTM 38434; and

WHEREAS, Planning Commission Resolution No. 2841 approved pad elevations for the development based on a Preliminary Grading Plan dated August 17, 2023; and

WHEREAS, the Applicant submitted an application for a Rough Grading permit which proposed revisions to the aforementioned approved pad elevations, approved by Planning Commission Resolution No. 2841; and

WHEREAS, the Project can be found consistent with the previously adopted Mitigated Negative Declaration of Environmental Impact pursuant to the California Environmental Quality Act (CEQA) and corresponding Mitigation Monitoring Report Program, adopted via Council Resolution No. 2022-93; and

## PLANNING COMMISSION RESOLUTION NO. 2859

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 5<sup>th</sup> day of March 2024, hold a duly noticed public hearing to consider the request by the Applicant for a revision to the approved pad elevations for TTM 38434; and

WHEREAS, at the said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the Planning Commission did find the following facts and reasons, which are outlined in the staff report exist to justify approval of said request; and

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Palm Desert, California, as follows:

SECTION 1. Recitals. The Planning Commission hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. Findings on Tentative Tract Map. Under PDMC Section 26.20.100(C), the findings for the tentative map are the following:

1. That the density of the proposed subdivision is consistent with applicable general and specific plans.

*The map has been found to be consistent with the density, lot development standards, and land uses of the Specific Plan and the General Plan Land Use Designation for the Town Center Neighborhood. No changes to density are proposed as part of this action.*

2. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

*The design and improvement of the subdivision is consistent with the applicable Specific Plan requirements for lot standards, the circulation, and distribution of land uses. No changes to design or improvement are proposed as part of this action.*

3. That the site is physically suitable for the type of development.

*The site is physically suitable for the mix of single-family and multi-family housing development. The site has suitable access, grading, drainage, and zoning to allow the development.*

4. That the site is physically suitable for the proposed density of development.

*The site is physically suitable for the density of development. The allowable density for the site has been evaluated by the General Plan. The Applicant has prepared the appropriate technical studies to assess that the site is physically suitable to*

## PLANNING COMMISSION RESOLUTION NO. 2859

*develop. The MND for the Specific Plan identifies required mitigation. No changes to density are proposed as part of this action.*

5. That the design of the subdivision or the improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

*The design of the subdivision and improvements will not cause damage or substantially injure wildlife habitat. The subject property is in an urbanized area of Palm Desert and is adjacent to major roadways, including Gerald Ford Drive. The site is vacant and surrounded by residential development to the west and commercial development to the east. A biological assessment of the site was prepared for the Specific Plan and did not identify suitable habitats for wildlife that could be damaged or affected as a result of the development of the Project. Ground-disturbing activities for the development of the Project shall comply with the Migratory Bird Treaty Act, as well as preparation of a burrowing owl survey prior to ground-disturbing activities and prior to the removal of vegetation or tree removal shall ensure no habitat is damaged.*

6. That the design of the subdivision or the type of improvements is not likely to cause serious public health problems.

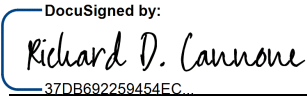
*The design of the subdivision is not likely to cause serious health problems. The Project is not located within a hazardous area that would be subject to flooding, liquefaction, landslides, fault zones, or other natural hazards. The Project does not generate adverse effects that would cause public health problems. Ground-disturbing activities are conditioned to prepare plans to control fugitive dust. The access locations to the subdivision have been evaluated in accordance with the Specific Plan and will not adversely affect public health.*

SECTION 3. Project Approval. The Planning Commission approval for a revision to the approved pad elevations for Tentative Tract Map 38434, subject to the Conditions of Approval attached hereto as Exhibit "A" and subject to the pad elevation matrix attached hereto as Exhibit "B".

ADOPTED ON March 5, 2024

DocuSigned by:  
  
 C043234D53CF410...  
 JOSEPH PRADETTO  
 CHAIRPERSON

ATTEST:

DocuSigned by:  
  
 37DB692259454EC...  
 RICHARD D. CANNONE, AICP  
 SECRETARY

## PLANNING COMMISSION RESOLUTION NO. 2859

I, Richard D. Cannone, AICP, Secretary of the City of Palm Desert, hereby certify that Resolution No. 2859 is a full, true, and correct copy, and was duly adopted at a regular meeting of the Planning Commission of the City of Palm Desert on March 5, 2024, by the following vote:

AYES: DELUNA, GREENWOOD, GREGORY, PRADETTO  
NOES: NONE  
ABSENT: HOLT  
ABSTAIN: NONE  
RECUSED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on March \_19\_, 2024.

DocuSigned by:

*Richard D. Cannone*

37DB692259454EC...

RICHARD D. CANNONE, AICP  
SECRETARY

PLANNING COMMISSION RESOLUTION NO. 2859

**EXHIBIT A  
CONDITIONS OF APPROVAL  
CASE NO. TTM 38434**

**PLANNING DIVISION:**

1. The development of the property shall conform substantially with exhibits on file with the Development Services Department, as modified by the following conditions.
2. The approved pad elevations for this project shall remain consistent with the pad elevations identified on Exhibit B of this resolution, as shown on the Rough Grading plan dated 2-12-2024, prepared by MSA Consulting, as part of Rough Grading permit RG23-0005.
3. The Applicant agrees that in the event of any administrative, legal, or equitable action instituted by a third party challenging the validity of any of the procedures leading to the adoption of these project approvals for the Project, or the project approvals themselves, the Developer and City each shall have the right, in their sole discretion, to elect whether or not to defend such action. Developer, at its sole expense, shall defend, indemnify, and hold harmless the City (including its agents, officers, and employees) from any such action, claim, or proceeding with counsel chosen by the City, subject to the Developer's approval of counsel, which shall not be unreasonably denied, and at the Developer's sole expense. If the City is aware of such an action or proceeding, it shall promptly notify the Developer and cooperate in the defense. The Developer, upon such notification, shall deposit with City sufficient funds in the judgment of the City Finance Director to cover the expense of defending such action without any offset or claim against said deposit to assure that the City expends no City funds. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect the information under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and City shall each have sole discretion to terminate its defense at any time. The City shall not settle any third-party litigation of project approvals without the Developer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed unless the Developer materially breaches this indemnification requirement.
4. All conditions of approval included in Planning Commission Resolution No. 2841 shall be adhered to as part of this approval and project.

**END OF CONDITIONS OF APPROVAL**

## PLANNING COMMISSION RESOLUTION NO. 2859

**Exhibit B**  
**Approved Pad Elevations Matrix**

| <b>Tentative<br/>Tract Map Lot<br/>Number</b> | <b>Tentative<br/>Tract Map Lot<br/>Pad<br/>Elevations</b> | <b>Final Tract<br/>Map Lot<br/>Number</b> | <b>Final Tract<br/>Map Lot Pad<br/>Elevations</b> | <b>Difference<br/>FTM-TTM</b> | <b>Final Tract Number</b> |
|-----------------------------------------------|-----------------------------------------------------------|-------------------------------------------|---------------------------------------------------|-------------------------------|---------------------------|
| 1                                             | 294.4                                                     | 1                                         | 294.5                                             | 0.1                           | 38434-1 (Phase 1)         |
| 2                                             | 294.2                                                     | 2                                         | 294.2                                             | 0.0                           | 38434-1 (Phase 1)         |
| 3                                             | 293.9                                                     | 3                                         | 294.0                                             | 0.1                           | 38434-1 (Phase 1)         |
| 4                                             | 293.7                                                     | 4                                         | 293.7                                             | 0.0                           | 38434-1 (Phase 1)         |
| 5                                             | 293.4                                                     | 5                                         | 293.4                                             | 0.0                           | 38434-1 (Phase 1)         |
| 6                                             | 294.0                                                     | 6                                         | 293.4                                             | -0.6                          | 38434-1 (Phase 1)         |
| 7                                             | 293.8                                                     | 7                                         | 293.7                                             | -0.1                          | 38434-1 (Phase 1)         |
| 8                                             | 293.6                                                     | 8                                         | 294.0                                             | 0.4                           | 38434-1 (Phase 1)         |
| 9                                             | 294.1                                                     | 9                                         | 293.4                                             | -0.7                          | 38434-1 (Phase 1)         |
| 10                                            | 294.3                                                     | 10                                        | 293.8                                             | -0.5                          | 38434-1 (Phase 1)         |
| 11                                            | 294.5                                                     | 11                                        | 294.2                                             | -0.3                          | 38434-1 (Phase 1)         |
| 12                                            | 294.8                                                     | 1                                         | 294.6                                             | -0.2                          | 38434 (Phase 2)           |
| 13                                            | 295.0                                                     | 2                                         | 294.8                                             | -0.2                          | 38434 (Phase 2)           |
| 14                                            | 295.3                                                     | 3                                         | 295.1                                             | -0.2                          | 38434 (Phase 2)           |
| 15                                            | 295.5                                                     | 4                                         | 295.3                                             | -0.2                          | 38434 (Phase 2)           |
| 16                                            | 295.8                                                     | 5                                         | 295.6                                             | -0.2                          | 38434 (Phase 2)           |
| 17                                            | 296.0                                                     | 6                                         | 295.9                                             | -0.1                          | 38434 (Phase 2)           |
| 18                                            | 296.2                                                     | 7                                         | 296.2                                             | 0.0                           | 38434 (Phase 2)           |
| 19                                            | 296.5                                                     | 8                                         | 296.3                                             | -0.2                          | 38434 (Phase 2)           |
| 20                                            | 297.0                                                     | 9                                         | 296.5                                             | -0.5                          | 38434 (Phase 2)           |
| 21                                            | 297.2                                                     | 10                                        | 296.9                                             | -0.3                          | 38434 (Phase 2)           |
| 22                                            | 297.5                                                     | 11                                        | 297.2                                             | -0.3                          | 38434 (Phase 2)           |
| 23                                            | 297.7                                                     | 12                                        | 297.5                                             | -0.2                          | 38434 (Phase 2)           |
| 24                                            | 297.9                                                     | 13                                        | 297.8                                             | -0.1                          | 38434 (Phase 2)           |
| 25                                            | 298.2                                                     | 14                                        | 298.1                                             | -0.1                          | 38434 (Phase 2)           |
| 26                                            | 298.4                                                     | 15                                        | 298.4                                             | 0.0                           | 38434 (Phase 2)           |
| 27                                            | 298.7                                                     | 16                                        | 298.7                                             | 0.0                           | 38434 (Phase 2)           |
| 28                                            | 298.9                                                     | 17                                        | 298.9                                             | 0.0                           | 38434 (Phase 2)           |
| 29                                            | 299.1                                                     | 18                                        | 298.7                                             | -0.4                          | 38434 (Phase 2)           |
| 30                                            | 299.3                                                     | 19                                        | 298.8                                             | -0.5                          | 38434 (Phase 2)           |
| 31                                            | 299.7                                                     | 20                                        | 299.2                                             | -0.5                          | 38434 (Phase 2)           |
| 32                                            | 299.9                                                     | 21                                        | 299.4                                             | -0.5                          | 38434 (Phase 2)           |
| 33                                            | 300.1                                                     | 22                                        | 299.6                                             | -0.5                          | 38434 (Phase 2)           |
| 34                                            | 300.4                                                     | 23                                        | 300.0                                             | -0.4                          | 38434 (Phase 2)           |
| 35                                            | 300.6                                                     | 24                                        | 300.4                                             | -0.2                          | 38434 (Phase 2)           |



## PLANNING COMMISSION RESOLUTION NO. 2859

|    |       |    |       |      |                   |
|----|-------|----|-------|------|-------------------|
| 36 | 300.8 | 25 | 300.8 | 0.0  | 38434 (Phase 2)   |
| 37 | 301.1 | 26 | 300.8 | -0.3 | 38434 (Phase 2)   |
| 38 | 301.5 | 27 | 301.3 | -0.2 | 38434 (Phase 2)   |
| 39 | 301.8 | 28 | 301.6 | -0.2 | 38434 (Phase 2)   |
| 40 | 302.0 | 29 | 301.9 | -0.1 | 38434 (Phase 2)   |
| 41 | 302.3 | 30 | 302.2 | -0.1 | 38434 (Phase 2)   |
| 42 | 302.5 | 31 | 302.5 | 0.0  | 38434 (Phase 2)   |
| 43 | 302.7 | 32 | 302.8 | 0.1  | 38434 (Phase 2)   |
| 44 | 303.0 | 33 | 303.1 | 0.1  | 38434 (Phase 2)   |
| 45 | 303.2 | 34 | 303.4 | 0.2  | 38434 (Phase 2)   |
| 46 | 304.0 | 35 | 303.7 | -0.3 | 38434 (Phase 2)   |
| 47 | 304.0 | 36 | 303.7 | -0.3 | 38434 (Phase 2)   |
| 48 | 303.8 | 37 | 303.4 | -0.4 | 38434 (Phase 2)   |
| 49 | 303.5 | 38 | 303.1 | -0.4 | 38434 (Phase 2)   |
| 50 | 303.2 | 39 | 302.8 | -0.4 | 38434 (Phase 2)   |
| 51 | 303.7 | 40 | 303.2 | -0.5 | 38434 (Phase 2)   |
| 52 | 303.9 | 41 | 303.9 | 0.0  | 38434 (Phase 2)   |
| 53 | 303.7 | 42 | 304.0 | 0.3  | 38434 (Phase 2)   |
| 54 | 303.6 | 43 | 303.7 | 0.1  | 38434 (Phase 2)   |
| 55 | 304.6 | 44 | 304.1 | -0.5 | 38434 (Phase 2)   |
| 56 | 304.6 | 45 | 304.8 | 0.2  | 38434 (Phase 2)   |
| 57 | 305.0 | 46 | 304.5 | -0.5 | 38434 (Phase 2)   |
| 58 | 306.1 | 47 | 305.6 | -0.5 | 38434 (Phase 2)   |
| 59 | 306.5 | 48 | 306.2 | -0.3 | 38434 (Phase 2)   |
| 60 | 307.0 | 49 | 306.8 | -0.2 | 38434 (Phase 2)   |
| 61 | 307.5 | 50 | 307.4 | -0.1 | 38434 (Phase 2)   |
| 62 | 308.0 | 51 | 307.9 | -0.1 | 38434 (Phase 2)   |
| 63 | 308.5 | 52 | 308.3 | -0.2 | 38434 (Phase 2)   |
| 64 | 308.5 | 53 | 308.3 | -0.2 | 38434 (Phase 2)   |
| 65 | 308.0 | 54 | 307.9 | -0.1 | 38434 (Phase 2)   |
| 66 | 308.0 | 33 | 307.6 | -0.4 | 38434-1 (Phase 1) |
| 67 | 308.2 | 34 | 307.9 | -0.3 | 38434-1 (Phase 1) |
| 68 | 307.9 | 35 | 307.7 | -0.2 | 38434-1 (Phase 1) |
| 69 | 307.7 | 36 | 307.4 | -0.3 | 38434-1 (Phase 1) |
| 70 | 308.8 | 37 | 308.5 | -0.3 | 38434-1 (Phase 1) |
| 71 | 309.8 | 38 | 309.5 | -0.3 | 38434-1 (Phase 1) |
| 72 | 310.8 | 39 | 310.3 | -0.5 | 38434-1 (Phase 1) |
| 73 | 311.7 | 40 | 311.7 | 0.0  | 38434-1 (Phase 1) |
| 74 | 312.7 | 41 | 313.3 | 0.6  | 38434-1 (Phase 1) |
| 75 | 313.6 | 42 | 314.3 | 0.7  | 38434-1 (Phase 1) |
| 76 | 314.4 | 43 | 314.7 | 0.3  | 38434-1 (Phase 1) |

## PLANNING COMMISSION RESOLUTION NO. 2859

|     |       |    |       |      |                   |
|-----|-------|----|-------|------|-------------------|
| 77  | 315.1 | 44 | 315.2 | 0.1  | 38434-1 (Phase 1) |
| 78  | 315.4 | 45 | 315.7 | 0.3  | 38434-1 (Phase 1) |
| 79  | 316.2 | 46 | 316.1 | -0.1 | 38434-1 (Phase 1) |
| 80  | 316.9 | 47 | 316.7 | -0.2 | 38434-1 (Phase 1) |
| 81  | 317.7 | 48 | 317.6 | -0.1 | 38434-1 (Phase 1) |
| 82  | 318.5 | 49 | 318.4 | -0.1 | 38434-1 (Phase 1) |
| 83  | 318.0 | 50 | 319.4 | 1.4  | 38434-1 (Phase 1) |
| 84  | 319.7 | 51 | 319.9 | 0.2  | 38434-1 (Phase 1) |
| 85  | 317.2 | 52 | 317.9 | 0.7  | 38434-1 (Phase 1) |
| 86  | 316.2 | 53 | 317.0 | 0.8  | 38434-1 (Phase 1) |
| 87  | 315.0 | 54 | 315.9 | 0.9  | 38434-1 (Phase 1) |
| 88  | 313.8 | 55 | 314.9 | 1.1  | 38434-1 (Phase 1) |
| 89  | 312.6 | 56 | 313.9 | 1.3  | 38434-1 (Phase 1) |
| 90  | 311.3 | 57 | 312.6 | 1.3  | 38434-1 (Phase 1) |
| 91  | 310.6 | 58 | 311.3 | 0.7  | 38434-1 (Phase 1) |
| 92  | 310.5 | 59 | 310.0 | -0.5 | 38434-1 (Phase 1) |
| 93  | 311.2 | 60 | 312.5 | 1.3  | 38434-1 (Phase 1) |
| 94  | 312.4 | 61 | 313.8 | 1.4  | 38434-1 (Phase 1) |
| 95  | 313.7 | 62 | 314.9 | 1.2  | 38434-1 (Phase 1) |
| 96  | 314.9 | 63 | 315.8 | 0.9  | 38434-1 (Phase 1) |
| 97  | 316.1 | 64 | 316.7 | 0.6  | 38434-1 (Phase 1) |
| 98  | 317.2 | 65 | 317.5 | 0.3  | 38434-1 (Phase 1) |
| 99  | 314.2 | 66 | 315.0 | 0.8  | 38434-1 (Phase 1) |
| 100 | 313.3 | 67 | 314.0 | 0.7  | 38434-1 (Phase 1) |
| 101 | 312.2 | 68 | 313.0 | 0.8  | 38434-1 (Phase 1) |
| 102 | 311.1 | 69 | 311.9 | 0.8  | 38434-1 (Phase 1) |
| 103 | 310.0 | 70 | 311.0 | 1.0  | 38434-1 (Phase 1) |
| 104 | 309.0 | 71 | 310.0 | 1.0  | 38434-1 (Phase 1) |
| 105 | 305.8 | 72 | 307.1 | 1.3  | 38434-1 (Phase 1) |
| 106 | 304.8 | 73 | 306.0 | 1.2  | 38434-1 (Phase 1) |
| 107 | 303.8 | 74 | 304.9 | 1.1  | 38434-1 (Phase 1) |
| 108 | 302.7 | 75 | 303.7 | 1.0  | 38434-1 (Phase 1) |
| 109 | 301.6 | 76 | 302.5 | 0.9  | 38434-1 (Phase 1) |
| 110 | 300.5 | 77 | 301.3 | 0.8  | 38434-1 (Phase 1) |
| 111 | 299.4 | 78 | 300.2 | 0.8  | 38434-1 (Phase 1) |
| 112 | 298.3 | 79 | 299.0 | 0.7  | 38434-1 (Phase 1) |
| 113 | 297.2 | 80 | 297.9 | 0.7  | 38434-1 (Phase 1) |
| 114 | 296.2 | 81 | 296.8 | 0.6  | 38434-1 (Phase 1) |
| 115 | 295.1 | 82 | 295.7 | 0.6  | 38434-1 (Phase 1) |
| 116 | 294.0 | 83 | 294.6 | 0.6  | 38434-1 (Phase 1) |
| 117 | 292.9 | 84 | 293.6 | 0.7  | 38434-1 (Phase 1) |

## PLANNING COMMISSION RESOLUTION NO. 2859

|     |       |     |       |      |                   |
|-----|-------|-----|-------|------|-------------------|
| 118 | 295.9 | 85  | 295.9 | 0.0  | 38434-1 (Phase 1) |
| 119 | 297.0 | 86  | 296.6 | -0.4 | 38434-1 (Phase 1) |
| 120 | 298.1 | 87  | 298.8 | 0.7  | 38434-1 (Phase 1) |
| 121 | 299.2 | 88  | 299.9 | 0.7  | 38434-1 (Phase 1) |
| 122 | 300.3 | 89  | 301.1 | 0.8  | 38434-1 (Phase 1) |
| 123 | 301.4 | 90  | 302.3 | 0.9  | 38434-1 (Phase 1) |
| 124 | 302.4 | 91  | 303.4 | 1.0  | 38434-1 (Phase 1) |
| 125 | 303.5 | 92  | 304.6 | 1.1  | 38434-1 (Phase 1) |
| 126 | 304.6 | 93  | 305.8 | 1.2  | 38434-1 (Phase 1) |
| 127 | 305.7 | 94  | 307.0 | 1.3  | 38434-1 (Phase 1) |
| 128 | 306.8 | 95  | 308.1 | 1.3  | 38434-1 (Phase 1) |
| 129 | 307.9 | 96  | 309.1 | 1.2  | 38434-1 (Phase 1) |
| 130 | 309.0 | 97  | 310.0 | 1.0  | 38434-1 (Phase 1) |
| 131 | 310.0 | 98  | 311.0 | 1.0  | 38434-1 (Phase 1) |
| 132 | 311.1 | 99  | 311.9 | 0.8  | 38434-1 (Phase 1) |
| 133 | 312.2 | 100 | 313.0 | 0.8  | 38434-1 (Phase 1) |
| 134 | 313.3 | 101 | 314.0 | 0.7  | 38434-1 (Phase 1) |
| 135 | 314.2 | 102 | 314.8 | 0.6  | 38434-1 (Phase 1) |
| 136 | 312.4 | 103 | 311.6 | -0.8 | 38434-1 (Phase 1) |
| 137 | 308.8 | 104 | 309.1 | 0.3  | 38434-1 (Phase 1) |
| 138 | 308.8 | 105 | 308.2 | -0.6 | 38434-1 (Phase 1) |
| 139 | 306.0 | 106 | 307.3 | 1.3  | 38434-1 (Phase 1) |
| 140 | 304.7 | 107 | 306.1 | 1.4  | 38434-1 (Phase 1) |
| 141 | 303.6 | 108 | 304.8 | 1.2  | 38434-1 (Phase 1) |
| 142 | 302.5 | 109 | 303.6 | 1.1  | 38434-1 (Phase 1) |
| 143 | 301.4 | 110 | 302.3 | 0.9  | 38434-1 (Phase 1) |
| 144 | 300.3 | 111 | 301.1 | 0.8  | 38434-1 (Phase 1) |
| 145 | 299.3 | 112 | 299.8 | 0.5  | 38434-1 (Phase 1) |
| 146 | 298.2 | 113 | 298.6 | 0.4  | 38434-1 (Phase 1) |
| 147 | 297.1 | 114 | 297.4 | 0.3  | 38434-1 (Phase 1) |
| 148 | 296.0 | 115 | 296.3 | 0.3  | 38434-1 (Phase 1) |
| 149 | 295.0 | 116 | 295.2 | 0.2  | 38434-1 (Phase 1) |
| 150 | 305.7 | 117 | 306.1 | 0.4  | 38434-1 (Phase 1) |
| 151 | 305.9 | 118 | 305.8 | -0.1 | 38434-1 (Phase 1) |
| 152 | 306.1 | 119 | 305.6 | -0.5 | 38434-1 (Phase 1) |
| 153 | 306.4 | 120 | 305.9 | -0.5 | 38434-1 (Phase 1) |
| 154 | 306.6 | 121 | 306.1 | -0.5 | 38434-1 (Phase 1) |
| 155 | 306.8 | 122 | 306.3 | -0.5 | 38434-1 (Phase 1) |
| 156 | 307.0 | 123 | 306.7 | -0.3 | 38434-1 (Phase 1) |
| 157 | 307.0 | 124 | 306.8 | -0.2 | 38434-1 (Phase 1) |
| 158 | 306.4 | 125 | 306.3 | -0.1 | 38434-1 (Phase 1) |

## PLANNING COMMISSION RESOLUTION NO. 2859

|     |       |     |       |      |                   |
|-----|-------|-----|-------|------|-------------------|
| 159 | 305.8 | 126 | 305.9 | 0.1  | 38434-1 (Phase 1) |
| 160 | 305.3 | 127 | 305.7 | 0.4  | 38434-1 (Phase 1) |
| 161 | 304.9 | 128 | 305.0 | 0.1  | 38434-1 (Phase 1) |
| 162 | 304.3 | 129 | 304.7 | 0.4  | 38434-1 (Phase 1) |
| 163 | 303.8 | 130 | 304.1 | 0.3  | 38434-1 (Phase 1) |
| 164 | 303.2 | 131 | 303.5 | 0.3  | 38434-1 (Phase 1) |
| 165 | 302.7 | 132 | 302.8 | 0.1  | 38434-1 (Phase 1) |
| 166 | 302.1 | 133 | 302.3 | 0.2  | 38434-1 (Phase 1) |
| 167 | 301.5 | 134 | 302.0 | 0.5  | 38434-1 (Phase 1) |
| 168 | 301.0 | 135 | 301.7 | 0.7  | 38434-1 (Phase 1) |
| 169 | 303.1 | 23  | 303.8 | 0.7  | 38434-1 (Phase 1) |
| 170 | 303.6 | 24  | 304.3 | 0.7  | 38434-1 (Phase 1) |
| 171 | 304.1 | 25  | 304.7 | 0.6  | 38434-1 (Phase 1) |
| 172 | 305.5 | 26  | 305.1 | -0.4 | 38434-1 (Phase 1) |
| 173 | 305.5 | 27  | 305.5 | 0.0  | 38434-1 (Phase 1) |
| 174 | 305.5 | 28  | 305.8 | 0.3  | 38434-1 (Phase 1) |
| 175 | 306.0 | 29  | 306.0 | 0.0  | 38434-1 (Phase 1) |
| 176 | 306.3 | 30  | 306.3 | 0.0  | 38434-1 (Phase 1) |
| 177 | 306.7 | 31  | 306.6 | -0.1 | 38434-1 (Phase 1) |
| 178 | 307.0 | 32  | 307.1 | 0.1  | 38434-1 (Phase 1) |
| 179 | 307.0 | 55  | 307.2 | 0.2  | 38434 (Phase 2)   |
| 180 | 306.7 | 56  | 306.5 | -0.2 | 38434 (Phase 2)   |
| 181 | 306.3 | 57  | 306.0 | -0.3 | 38434 (Phase 2)   |
| 182 | 306.0 | 58  | 305.5 | -0.5 | 38434 (Phase 2)   |
| 183 | 305.7 | 59  | 305.2 | -0.5 | 38434 (Phase 2)   |
| 184 | 305.5 | 60  | 305.0 | -0.5 | 38434 (Phase 2)   |
| 185 | 305.8 | 76  | 305.3 | -0.5 | 38434 (Phase 2)   |
| 186 | 306.0 | 77  | 305.5 | -0.5 | 38434 (Phase 2)   |
| 187 | 306.3 | 78  | 305.8 | -0.5 | 38434 (Phase 2)   |
| 188 | 306.5 | 79  | 306.0 | -0.5 | 38434 (Phase 2)   |
| 189 | 306.7 | 80  | 306.3 | -0.4 | 38434 (Phase 2)   |
| 190 | 307.0 | 81  | 306.5 | -0.5 | 38434 (Phase 2)   |
| 191 | 305.1 | 82  | 304.6 | -0.5 | 38434 (Phase 2)   |
| 192 | 304.2 | 83  | 303.7 | -0.5 | 38434 (Phase 2)   |
| 193 | 303.7 | 84  | 303.2 | -0.5 | 38434 (Phase 2)   |
| 194 | 303.1 | 85  | 303.0 | -0.1 | 38434 (Phase 2)   |
| 195 | 302.5 | 86  | 302.2 | -0.3 | 38434 (Phase 2)   |
| 196 | 302.0 | 87  | 301.8 | -0.2 | 38434 (Phase 2)   |
| 197 | 301.6 | 88  | 301.5 | -0.1 | 38434 (Phase 2)   |
| 198 | 301.6 | 104 | 301.5 | -0.1 | 38434 (Phase 2)   |
| 199 | 302.2 | 105 | 302.0 | -0.2 | 38434 (Phase 2)   |

## PLANNING COMMISSION RESOLUTION NO. 2859

|     |       |     |       |      |                 |
|-----|-------|-----|-------|------|-----------------|
| 200 | 302.6 | 106 | 302.2 | -0.4 | 38434 (Phase 2) |
| 201 | 303.0 | 107 | 302.5 | -0.5 | 38434 (Phase 2) |
| 202 | 303.4 | 108 | 302.9 | -0.5 | 38434 (Phase 2) |
| 203 | 303.8 | 109 | 303.3 | -0.5 | 38434 (Phase 2) |
| 204 | 304.2 | 110 | 303.7 | -0.5 | 38434 (Phase 2) |
| 205 | 304.7 | 111 | 304.3 | -0.4 | 38434 (Phase 2) |
| 206 | 302.9 | 112 | 302.9 | 0.0  | 38434 (Phase 2) |
| 207 | 302.8 | 113 | 302.7 | -0.1 | 38434 (Phase 2) |
| 208 | 302.6 | 114 | 302.5 | -0.1 | 38434 (Phase 2) |
| 209 | 302.4 | 115 | 302.3 | -0.1 | 38434 (Phase 2) |
| 210 | 302.2 | 116 | 302.0 | -0.2 | 38434 (Phase 2) |
| 211 | 301.9 | 117 | 301.7 | -0.2 | 38434 (Phase 2) |
| 212 | 301.7 | 118 | 301.4 | -0.3 | 38434 (Phase 2) |
| 213 | 301.5 | 119 | 301.2 | -0.3 | 38434 (Phase 2) |
| 214 | 301.2 | 120 | 300.8 | -0.4 | 38434 (Phase 2) |
| 215 | 301.0 | 121 | 300.6 | -0.4 | 38434 (Phase 2) |
| 216 | 301.1 | 138 | 300.6 | -0.5 | 38434 (Phase 2) |
| 217 | 301.3 | 139 | 300.9 | -0.4 | 38434 (Phase 2) |
| 218 | 301.4 | 140 | 301.1 | -0.3 | 38434 (Phase 2) |
| 219 | 301.6 | 141 | 301.3 | -0.3 | 38434 (Phase 2) |
| 220 | 301.8 | 142 | 301.6 | -0.2 | 38434 (Phase 2) |
| 221 | 302.0 | 143 | 301.8 | -0.2 | 38434 (Phase 2) |
| 222 | 302.2 | 144 | 302.0 | -0.2 | 38434 (Phase 2) |
| 223 | 302.4 | 145 | 302.3 | -0.1 | 38434 (Phase 2) |
| 224 | 302.6 | 146 | 302.5 | -0.1 | 38434 (Phase 2) |
| 225 | 302.8 | 147 | 302.7 | -0.1 | 38434 (Phase 2) |
| 226 | 302.9 | 148 | 302.9 | 0.0  | 38434 (Phase 2) |
| 227 | 302.2 | 149 | 301.9 | -0.3 | 38434 (Phase 2) |
| 228 | 302.0 | 150 | 301.7 | -0.3 | 38434 (Phase 2) |
| 229 | 301.8 | 151 | 301.5 | -0.3 | 38434 (Phase 2) |
| 230 | 301.2 | 152 | 301.2 | 0.0  | 38434 (Phase 2) |
| 231 | 301.4 | 153 | 300.9 | -0.5 | 38434 (Phase 2) |
| 232 | 301.1 | 154 | 300.7 | -0.4 | 38434 (Phase 2) |
| 233 | 300.9 | 155 | 300.4 | -0.5 | 38434 (Phase 2) |
| 234 | 300.7 | 156 | 300.1 | -0.6 | 38434 (Phase 2) |
| 235 | 300.5 | 157 | 299.8 | -0.7 | 38434 (Phase 2) |
| 236 | 300.3 | 158 | 299.6 | -0.7 | 38434 (Phase 2) |
| 237 | 300.4 | 173 | 299.9 | -0.5 | 38434 (Phase 2) |
| 238 | 300.6 | 174 | 300.1 | -0.5 | 38434 (Phase 2) |
| 239 | 300.8 | 175 | 300.3 | -0.5 | 38434 (Phase 2) |
| 240 | 301.0 | 176 | 300.5 | -0.5 | 38434 (Phase 2) |

## PLANNING COMMISSION RESOLUTION NO. 2859

|     |       |     |       |      |                 |
|-----|-------|-----|-------|------|-----------------|
| 241 | 301.2 | 177 | 300.7 | -0.5 | 38434 (Phase 2) |
| 242 | 301.4 | 178 | 301.0 | -0.4 | 38434 (Phase 2) |
| 243 | 301.6 | 179 | 301.2 | -0.4 | 38434 (Phase 2) |
| 244 | 301.8 | 180 | 301.5 | -0.3 | 38434 (Phase 2) |
| 245 | 302.0 | 181 | 301.7 | -0.3 | 38434 (Phase 2) |
| 246 | 302.2 | 182 | 301.9 | -0.3 | 38434 (Phase 2) |
| 247 | 303.5 | 183 | 303.2 | -0.3 | 38434 (Phase 2) |
| 248 | 302.8 | 184 | 302.9 | 0.1  | 38434 (Phase 2) |
| 249 | 302.6 | 185 | 302.7 | 0.1  | 38434 (Phase 2) |
| 250 | 302.4 | 186 | 302.4 | 0.0  | 38434 (Phase 2) |
| 251 | 302.2 | 187 | 302.1 | -0.1 | 38434 (Phase 2) |
| 252 | 302.0 | 188 | 301.9 | -0.1 | 38434 (Phase 2) |
| 253 | 301.8 | 189 | 301.6 | -0.2 | 38434 (Phase 2) |
| 254 | 301.6 | 190 | 301.4 | -0.2 | 38434 (Phase 2) |
| 255 | 301.4 | 191 | 301.1 | -0.3 | 38434 (Phase 2) |
| 256 | 301.0 | 192 | 300.6 | -0.4 | 38434 (Phase 2) |
| 257 | 300.0 | 193 | 300.3 | 0.3  | 38434 (Phase 2) |
| 258 | 300.6 | 194 | 300.1 | -0.5 | 38434 (Phase 2) |
| 259 | 300.4 | 195 | 299.9 | -0.5 | 38434 (Phase 2) |
| 260 | 300.2 | 196 | 299.7 | -0.5 | 38434 (Phase 2) |
| 261 | 300.0 | 197 | 299.5 | -0.5 | 38434 (Phase 2) |
| 262 | 298.9 | 166 | 298.6 | -0.3 | 38434 (Phase 2) |
| 263 | 299.1 | 167 | 299.0 | -0.1 | 38434 (Phase 2) |
| 264 | 299.3 | 168 | 299.3 | 0.0  | 38434 (Phase 2) |
| 265 | 299.5 | 169 | 299.6 | 0.1  | 38434 (Phase 2) |
| 266 | 299.7 | 170 | 299.8 | 0.1  | 38434 (Phase 2) |
| 267 | 299.9 | 171 | 300.1 | 0.2  | 38434 (Phase 2) |
| 268 | 300.1 | 172 | 300.3 | 0.2  | 38434 (Phase 2) |
| 269 | 300.0 | 159 | 300.4 | 0.4  | 38434 (Phase 2) |
| 270 | 300.0 | 160 | 300.2 | 0.2  | 38434 (Phase 2) |
| 271 | 299.8 | 161 | 300.0 | 0.2  | 38434 (Phase 2) |
| 272 | 299.5 | 162 | 299.7 | 0.2  | 38434 (Phase 2) |
| 273 | 299.3 | 163 | 299.3 | 0.0  | 38434 (Phase 2) |
| 274 | 299.1 | 164 | 299.0 | -0.1 | 38434 (Phase 2) |
| 275 | 298.9 | 165 | 298.6 | -0.3 | 38434 (Phase 2) |
| 276 | 297.9 | 130 | 297.8 | -0.1 | 38434 (Phase 2) |
| 277 | 298.1 | 131 | 298.0 | -0.1 | 38434 (Phase 2) |
| 278 | 298.3 | 132 | 298.2 | -0.1 | 38434 (Phase 2) |
| 279 | 298.5 | 133 | 298.5 | 0.0  | 38434 (Phase 2) |
| 280 | 298.7 | 134 | 298.7 | 0.0  | 38434 (Phase 2) |
| 281 | 298.8 | 135 | 299.0 | 0.2  | 38434 (Phase 2) |

## PLANNING COMMISSION RESOLUTION NO. 2859

|     |       |     |       |      |                   |
|-----|-------|-----|-------|------|-------------------|
| 282 | 299.0 | 136 | 299.2 | 0.2  | 38434 (Phase 2)   |
| 283 | 299.2 | 137 | 299.5 | 0.3  | 38434 (Phase 2)   |
| 284 | 299.4 | 122 | 299.7 | 0.3  | 38434 (Phase 2)   |
| 285 | 299.3 | 123 | 299.5 | 0.2  | 38434 (Phase 2)   |
| 286 | 299.1 | 124 | 299.3 | 0.2  | 38434 (Phase 2)   |
| 287 | 298.8 | 125 | 299.0 | 0.2  | 38434 (Phase 2)   |
| 288 | 298.6 | 126 | 298.6 | 0.0  | 38434 (Phase 2)   |
| 289 | 298.4 | 127 | 298.2 | -0.2 | 38434 (Phase 2)   |
| 290 | 298.1 | 128 | 297.8 | -0.3 | 38434 (Phase 2)   |
| 291 | 297.9 | 129 | 297.5 | -0.4 | 38434 (Phase 2)   |
| 292 | 296.9 | 97  | 296.8 | -0.1 | 38434 (Phase 2)   |
| 293 | 297.3 | 98  | 297.4 | 0.1  | 38434 (Phase 2)   |
| 294 | 297.7 | 99  | 297.9 | 0.2  | 38434 (Phase 2)   |
| 295 | 298.1 | 100 | 298.5 | 0.4  | 38434 (Phase 2)   |
| 296 | 298.7 | 101 | 299.0 | 0.3  | 38434 (Phase 2)   |
| 297 | 299.4 | 102 | 299.6 | 0.2  | 38434 (Phase 2)   |
| 298 | 300.1 | 103 | 300.2 | 0.1  | 38434 (Phase 2)   |
| 299 | 300.3 | 89  | 300.4 | 0.1  | 38434 (Phase 2)   |
| 300 | 299.8 | 90  | 300.0 | 0.2  | 38434 (Phase 2)   |
| 301 | 299.4 | 91  | 299.6 | 0.2  | 38434 (Phase 2)   |
| 302 | 299.0 | 92  | 299.2 | 0.2  | 38434 (Phase 2)   |
| 303 | 298.5 | 93  | 298.9 | 0.4  | 38434 (Phase 2)   |
| 304 | 298.1 | 94  | 298.5 | 0.4  | 38434 (Phase 2)   |
| 305 | 297.6 | 95  | 297.8 | 0.2  | 38434 (Phase 2)   |
| 306 | 296.9 | 96  | 296.8 | -0.1 | 38434 (Phase 2)   |
| 307 | 296.0 | 68  | 295.7 | -0.3 | 38434 (Phase 2)   |
| 308 | 296.2 | 69  | 296.3 | 0.1  | 38434 (Phase 2)   |
| 309 | 296.4 | 70  | 296.6 | 0.2  | 38434 (Phase 2)   |
| 310 | 296.7 | 71  | 296.8 | 0.1  | 38434 (Phase 2)   |
| 311 | 296.9 | 72  | 297.1 | 0.2  | 38434 (Phase 2)   |
| 312 | 297.2 | 73  | 297.5 | 0.3  | 38434 (Phase 2)   |
| 313 | 297.6 | 74  | 297.9 | 0.3  | 38434 (Phase 2)   |
| 314 | 297.8 | 75  | 298.1 | 0.3  | 38434 (Phase 2)   |
| 315 | 297.6 | 61  | 297.9 | 0.3  | 38434 (Phase 2)   |
| 316 | 297.3 | 62  | 297.6 | 0.3  | 38434 (Phase 2)   |
| 317 | 297.1 | 63  | 297.3 | 0.2  | 38434 (Phase 2)   |
| 318 | 297.8 | 64  | 297.0 | -0.8 | 38434 (Phase 2)   |
| 319 | 296.6 | 65  | 296.8 | 0.2  | 38434 (Phase 2)   |
| 320 | 296.4 | 66  | 296.5 | 0.1  | 38434 (Phase 2)   |
| 321 | 296.1 | 67  | 296.0 | -0.1 | 38434 (Phase 2)   |
| 322 | 294.9 | 22  | 294.8 | -0.1 | 38434-1 (Phase 1) |

## PLANNING COMMISSION RESOLUTION NO. 2859

|     |       |    |       |      |                   |
|-----|-------|----|-------|------|-------------------|
| 323 | 295.1 | 21 | 295.1 | 0.0  | 38434-1 (Phase 1) |
| 324 | 295.3 | 20 | 295.4 | 0.1  | 38434-1 (Phase 1) |
| 325 | 295.5 | 19 | 295.7 | 0.2  | 38434-1 (Phase 1) |
| 326 | 295.7 | 18 | 296.1 | 0.4  | 38434-1 (Phase 1) |
| 327 | 295.9 | 17 | 296.4 | 0.5  | 38434-1 (Phase 1) |
| 328 | 296.1 | 16 | 296.7 | 0.6  | 38434-1 (Phase 1) |
| 329 | 296.2 | 15 | 296.9 | 0.7  | 38434-1 (Phase 1) |
| 330 | 295.0 | 12 | 294.9 | -0.1 | 38434-1 (Phase 1) |
| 331 | 295.3 | 13 | 295.4 | 0.1  | 38434-1 (Phase 1) |
| 332 | 295.5 | 14 | 295.7 | 0.2  | 38434-1 (Phase 1) |



PLANNING COMMISSION RESOLUTION NO. 2841

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A REVISION OF TENTATIVE TRACT MAP 38434 TO MODIFY THE LAYOUT TO ACCOMMODATE A 332 SINGLE-FAMILY HOME RESIDENTIAL DEVELOPMENT ON A 93.56-ACRE PROJECT SITE SOUTH OF GERALD FORD DRIVE AND WEST OF PORTOLA ROAD WITHIN THE REFUGE SPECIFIC PLAN AREA (APNS: 694-310-009 & 694-310-011)  
CASE NOS. TTM 38434 REVISION NO. 1 (TTM23-0002)

WHEREAS, the City Council of the City of Palm Desert, California, did on the 17<sup>th</sup> day of November 2022, adopt Resolution No. 2022-93, adopting a Mitigated Negative Declaration (MND) of Environmental Impact pursuant to the California Environmental Quality Act (CEQA), and approving the Refuge Specific Plan; and

WHEREAS, the City Council of the City of Palm Desert, did on the 17<sup>th</sup> day of November 2022, hold a duly noticed public hearing and adopt City Council Resolution No. 2022-94 to approve Tentative Tract Map (TTM) 38434 to subdivide 93.56 acres into individual parcels, including one (1) lot for condominium purposes, 339 single-family residential lots, and lots for public streets, private streets, and open space areas within the Refuge Specific Plan ("Specific Plan"); and

WHEREAS, Pulte Homes ("Applicant"), submitted a TTM Revision application to revise Tentative Tract Map 38434 to subdivide 93.56 acres into individual parcels, including one (1) lot for condominium purposes, 332 single-family residential lots, and lots for public streets, private streets, and open space areas ("Project") within the Specific Plan; and

WHEREAS, the Project site has a land use designation of Town Center Neighborhood (TCN) in the General Plan adopted on November 10, 2016, and zoning designation of Refuge Specific Plan adopted on November 17, 2022; and

WHEREAS, the Project can be found consistent with the previously adopted Mitigated Negative Declaration of Environmental Impact pursuant to the California Environmental Quality Act (CEQA) and corresponding Mitigation Monitoring Report Program, adopted via Council Resolution No. 2022-93; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 5<sup>th</sup> day of September 2023, hold a duly noticed public hearing to consider the request by the Applicant for a revision to TTM 38434; and

WHEREAS, at the said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the Planning Commission did find the following facts and reasons, which are outlined in the staff report exist to justify approval of said request; and

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

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Palm Desert, California, as follows:

SECTION 1. Recitals. The Planning Commission hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. Findings on Tentative Tract Map. Under PDMC Section 26.20.100(C), the findings for the tentative map are the following:

1. That the density of the proposed subdivision is consistent with applicable general and specific plans.

*The map has been found to be consistent with the density, lot development standards, and land uses of the Specific Plan and the General Plan Land Use Designation for the Town Center Neighborhood. The TTM creates 332 single-family residential lots within Planning Areas 2 and 3. The number of lots is consistent with the minimum allowable density for the Specific Plan. All comply with the minimum requirements for lot sizes and dimensions established by the Specific Plan. The TTM provides for a circulation of public streets and private streets, which is consistent with the requirements of the Specific Plan. The tract provides for a distribution of open space and private amenity areas, which is consistent with the Specific Plan.*

2. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

*The design and improvement of the subdivision is consistent with the applicable Specific Plan requirements for lot standards, the circulation, and distribution of land uses. The dedications for public right-of-way are consistent with the applicable circulation elements of the Specific Plan.*

3. That the site is physically suitable for the type of development.

*The site is physically suitable for the mix of single-family and multi-family housing development. The site has suitable access, grading, drainage, and zoning to allow the development.*

4. That the site is physically suitable for the proposed density of development.

*The site is physically suitable for the density of development. The allowable density for the site has been evaluated by the General Plan. The Applicant has prepared the appropriate technical studies to assess that the site is physically suitable to develop. The MND for the Specific Plan identifies required mitigation.*

5. That the design of the subdivision or the improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.




*The design of the subdivision and improvements will not cause damage or substantially injure wildlife habitat. The subject property is in an urbanized area of Palm Desert and is adjacent to major roadways, including Gerald Ford Drive. The site is vacant and surrounded by residential development to the west and commercial development to the east. A biological assessment of the site was prepared for the Specific Plan and did not identify suitable habitats for wildlife that could be damaged or affected as a result of the development of the Project. Ground-disturbing activities for the development of the Project shall comply with the Migratory Bird Treaty Act, as well as preparation of a burrowing owl survey prior to ground-disturbing activities and prior to the removal of vegetation or tree removal shall ensure no habitat is damaged.*

6. That the design of the subdivision or the type of improvements is not likely to cause serious public health problems.


*The design of the subdivision is not likely to cause serious health problems. The Project is not located within a hazardous area that would be subject to flooding, liquefaction, landslides, fault zones, or other natural hazards. The Project does not generate adverse effects that would cause public health problems. Ground-disturbing activities are conditioned to prepare plans to control fugitive dust. The access locations to the subdivision have been evaluated in accordance with the Specific Plan and will not adversely affect public health.*

SECTION 3. Project Approval. The Planning Commission approval for a revision to Tentative Tract Map 38434, subject to the Conditions of Approval attached hereto as Exhibit "A" annuls the prior map approval under Resolution No. 2022-94.

ADOPTED ON September 5, 2023

  
Joe Pradetto (Sep 12, 2023 11:06 PDT)  
JOSEPH PRADETTO  
CHAIRPERSON

ATTEST:

  
RICHARD D. CANNONE, AICP  
SECRETARY

PLANNING COMMISSION RESOLUTION NO. 2841

I, Richard D. Cannone, AICP, Secretary of the City of Palm Desert, hereby certify that Resolution No. 2841 is a full, true, and correct copy, and was duly adopted at a regular meeting of the Planning Commission of the City of Palm Desert on September 5, 2023, by the following vote:

AYES: GREENWOOD, HOLT, and PRADETTO  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NONE  
RECUSED: DE LUNA and GREGORY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on September 12, 2023.



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RICHARD D. CANNONE, AICP  
SECRETARY



**EXHIBIT A  
CONDITIONS OF APPROVAL  
CASE NO. TTM 38434 REVISION NO. 1**

**PLANNING DIVISION:**

1. The development of the property shall conform substantially with exhibits on file with the Development Services Department, as modified by the following conditions.
2. The Applicant agrees that in the event of any administrative, legal, or equitable action instituted by a third party challenging the validity of any of the procedures leading to the adoption of these project approvals for the Project, or the project approvals themselves, the Developer and City each shall have the right, in their sole discretion, to elect whether or not to defend such action. Developer, at its sole expense, shall defend, indemnify, and hold harmless the City (including its agents, officers, and employees) from any such action, claim, or proceeding with counsel chosen by the City, subject to the Developer's approval of counsel, which shall not be unreasonably denied, and at the Developer's sole expense. If the City is aware of such an action or proceeding, it shall promptly notify the Developer and cooperate in the defense. The Developer, upon such notification, shall deposit with City sufficient funds in the judgment of the City Finance Director to cover the expense of defending such action without any offset or claim against said deposit to assure that the City expends no City funds. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect the information under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and City shall each have sole discretion to terminate its defense at any time. The City shall not settle any third-party litigation of project approvals without the Developer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed unless the Developer materially breaches this indemnification requirement.
3. The development of the property described herein shall be subject to the restrictions and limitations set forth herein, which are in addition to the approved development standards listed in the PDMC, and state and federal statutes now in force, or which hereafter may be in force.
4. The TTM shall expire if recordation of the said Project is not completed within two (2) years from date of the original approval (November 17, 2022) unless an extension of time is granted by the Palm Desert Planning Commission; otherwise, said approval shall become null, void, and of no effect whatsoever. Expiration date of this map is November 17, 2024.
5. The approved TTM shall only be modified with written City approval in accordance with the requirements of the Specific Plan and Chapter 26.20 of the Palm Desert Municipal Code (PDMC).

PLANNING COMMISSION RESOLUTION NO. 2841

6. All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape and irrigation, grading, and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Development Services Department.
7. The Applicant shall execute a written acknowledgment to the Planning Division stating acceptance of and compliance with all the Conditions of Approval of Resolution No. 2841 for TTM 38434, and that the plans submitted are in compliance with the Conditions of Approval. No modifications shall be made to said plans without written approval from the appropriate decision-making body.
8. Prior to the issuance of a building permit for construction of any use or structure contemplated by this approval, the Applicant shall first obtain permits and or clearance from the following agencies:

Coachella Valley Water District (CVWD)  
Fire Department  
Building and Safety Division  
Public Works Department

Evidence of said permit or clearance from the above agencies shall be presented to the Building & Safety Division at the time of issuance of a building permit for the use contemplated herewith.

9. The Applicant shall establish a homeowners' association (HOA). The HOA's responsibility for maintenance shall include but is not limited to maintenance of private amenity areas and open space, landscaping, stormwater retention, and related infrastructure. The final maintenance plan shall include detailed text and illustrative diagrams indicating areas of responsibility for maintenance and shall be subject to approval by the Director of Development Services and City Engineer.
10. Prior to approval of the final map, the Applicant shall submit a final phasing plan, which identifies the timing of roadway improvements and open space.
  - A. The phasing plan shall indicate that full segments of Planning Area 5, shown as Lot "K" shall be completed and fully landscaped prior to the occupancy of any adjacent homes on Lots 1 through 46.
  - B. The entire amenity area shown on Lot O shall be completed prior to the occupancy of the 200<sup>th</sup> unit within Planning Area 3.
11. The pad elevations of all lots shall be consistent with the approved preliminary grading plan included in the project file. Adjustments that increase or decrease the pad elevation by six inches (0'-6") or less shall be subject to review and approval by the Director of Development Services and City Engineer. Any change to a pad elevation shall require an adjustment to the grading and drainage plan for consistency.
  - A. Adjustments that increase the approved pad elevations on Lots 1-46 by more than six (6) inches shall require approval by the Planning Commission. Exhibit B, attached to this resolution, provides the approved plan elevations for these lots,



per the preliminary grading and drainage exhibit drafted by MSA Consulting, dated August 17, 2023.

- B. Adjustments that increase the pad elevations by more than six (6) inches on all other lots must be reviewed by the City Engineer and approved through the Director of Development Services. The Director of Development Services may refer the request to Planning Commission for approval.
- 12. The Applicant shall construct the circulation network for Street "A" and Street "B" as shown on the approved Specific Plan prior to any development within Planning Area 2 and/or Planning Area 3.
- 13. All mitigation measures identified in the Specific Plan Mitigated Negative Declaration (SCH# 2022100013) and the accompanying Mitigation Monitoring and Reporting Program (MMRP), shall be incorporated into the planning, design, development, and operation of the Project.
- 14. At recordation of the final map, the Applicant shall record an easement for a secondary Fire Department emergency access across Lot 333, which provides a connection between Street "A" and Street "B."

**LAND DEVELOPMENT DIVISION/PUBLIC WORKS DEPARTMENT:**

- 15. The following plans, studies, and exhibits are hereby referenced: Specific Plan, prepared by MSA Consulting and dated August 2022; TTM 38434 and dated August 25, 2023; Preliminary Grading, prepared by MSA Consulting, Inc. and dated August 17, 2022; Preliminary Utility Plan, prepared by MSA Consulting, Inc. and dated June 2022; Preliminary Hydrology Report, prepared by MSA Consulting, Inc. and dated August 18, 2022; and Preliminary Water Quality Management Plan, prepared by MSA Consulting, Inc. and dated August 19, 2022.
- 16. The map shall comply with the State of California Subdivision Map Act and with the City of PDMC Title 26, unless otherwise modified by the conditions listed herein.
- 17. It is assumed that easements shown on the preliminary grading exhibit are shown correctly and include all the easements that encumber the subject property. A current preliminary title report for the site will be required to be submitted during the technical plan review. The Applicant shall secure approval from all, if any, easement holders for all grading and improvements, which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated, abandoned, easement holder cannot be found, or is otherwise of no effect. Should such approvals or alternate actions regarding the easements not be provided and approved by the City, the Applicant may be required to amend or revise the proposed site configuration as may be necessary.
- 18. It is understood that the conceptual exhibits correctly show acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Qs, and that the omission or unacceptability may require that the Applicant amend or revise the site plan as may be.

19. All common areas will be permitted as shown on the tentative exhibit, subject to these Conditions of Approval and the Applicant providing adequate provisions, by means of a homeowners' association (HOA) or another equivalent responsible mechanism as approved by the City Engineer and City Attorney, for the continued and perpetual maintenance of these common areas, and on-site post-construction Best Management Practices (BMPs) to the satisfaction of the City Engineer and City Attorney.
20. The Applicant shall pay all, appropriate signalization fee prior to the issuance of the first building permit for the development in accordance with the City's Resolution No. 79-17 and 79-55.
21. The Applicant may choose to develop the tentative map in phases with the approval of the City Engineer. Financial security shall be provided for all public improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utility, street, or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. This approval must be obtained prior to the Applicant submitting a Phasing Plan to the California Bureau of Real Estate.
22. If the developer chooses to construct the project in phases, a Construction Phasing Plan for the construction of on-site public or private improvements shall be submitted for review and approved by the City Engineer.
23. Prior to map approval, the Applicant shall pay all, appropriate drainage fee in accordance with the City's Municipal Code Section 26.49 and Palm Desert Ordinance No. 653.
24. Prior to map approval, the Applicant shall pay all appropriate park fees in accordance with the City's Municipal Code Section 26.48.060.
25. The Applicant shall comply with Palm Desert Ordinance No. 843, Section 24.20 Stormwater Management and Discharge Ordinance.
26. All utility extensions within the site shall be placed underground unless otherwise specified or allowed by the respective utility purveyor.
27. Prior to approval of any implementing development project, planning area, parcel/tract map within the Refuge Specific Plan area, a development specific traffic letter shall be submitted to the City. The letter shall address consistency with the approved Specific Plan Traffic Impact Analysis assumptions. If it is determined that the proposed development is inconsistent with the approved report, the Applicant shall file an amendment to the approved traffic report describing the impacts of any proposed changes.
28. Prior to precise grading plan approval, the Applicant shall provide a Pedestrian Accessibility Route Plan that labels and indicates the path location and conceptual design of the following structures and facilities:



- A. Sidewalks and walks (public right of way sidewalk, walks within the development.
- B. Directional curb ramps.
- C. Vehicular crossings (at driveways) shall meet state and federal requirements.

The Pedestrian Accessibility Route Plan shall clearly indicate structures that are proposed with the development and future per other phases and/or site plans. Pedestrian facilities (privately or publicly owned) that are open to the public shall comply with accessibility standards in the California Building Code (current) and Americans with Disability Act (ADA) regulations.

- 29. Public improvements, constructed as part of the requirements for this project, that are non-compliant with the accessibility standards in effect at the time of construction or alteration, shall be brought up to current accessibility standards. This work shall be incorporated into the scope of this project and shall be completed prior to acceptance by the City. Improvements that are compliant with the accessibility standards in effect at the time of construction, shall be documented on a separate construction plan with detailed specifications (running and cross slopes of all pedestrian walking surfaces, locations and dimensions and slopes of maneuvering spaces and landings, width of sidewalk, width, and vertical clearance from obstructions). The accessibility of existing improvements will be verified by City inspection staff upon completion of the project. Discrepancies between documented existing conditions and existing conditions as measured by City staff shall be remedied and brought up to accessibility standards as part of the Project.
- 30. Prior to a grading permit, the Applicant shall prepare a final grading plan for the site. No grading or other improvements shall be permitted until a final grading plan has been approved by the City Engineer. Grading plans and all grading shall conform to the approved Conceptual Grading Plan, the California Building Code, PDMC Title 27 Grading, and all other relevant laws, rules, and regulations governing grading in the City of Palm Desert.
- 31. The grading plan shall provide for acceptance and proper disposal of all off-site drainage flowing onto or through the site. Should the quantities exceed the street capacity, the Applicant shall provide adequate drainage facilities and/or appropriate easements as approved by the City Engineer.
- 32. Pad elevations, as shown on the conceptual exhibit, are subject to review and modification per Chapter 27 of the PDMC.
- 33. Prior to approval of the grading plan, the Applicant shall prepare a detailed final flood hazard/hydrology and hydraulics report for approval of the City Engineer. The report shall encompass the entire area of the subdivision and comply with all relevant laws, rules, and regulations governing the City of Palm Desert. Development specific recommendations for sizing of drainage facilities, systems, and conveyance systems shall be included for all areas within the subdivision.
- 34. All drainage and storm drain improvements shall be designed per PDMC Title 24, Riverside County Flood Control and Water Conservation District's standards for the Drainage Element of the Palm Desert General Plan, and all other relevant laws, rules, and



regulations governing grading in the City of Palm Desert.

35. Prior to approval of the grading plans, the Applicant shall provide the City Engineer with evidence that a Notice of Intent (NOI) has been filed with the State Water Resources Control Board. Such Evidence shall consist of a copy of the NOI stamped by the State Water Resources Control Board or the Regional Water Quality Control Board, or a letter from either agency stating that the NOI has been filed. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at: Construction Stormwater General Permits | California State Water Resources Control Board. [https://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.html](https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.html)
36. Prior to the issuance of a grading permit, the Applicant shall submit a PM10 application for review and approval. The Applicant shall comply with all provisions of PDMC Section 24.12 regarding Fugitive Dust Control.
37. Prior to issuance of grading permit, the Applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP) for review and approval of the Land Development department.
38. Where grading involves import or export, the Applicant shall obtain permits from the Public Works Department, including import/export quantities and hauling route.
39. Prior to grading permit, it shall be the sole responsibility of the Applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading shown on the grading plan exhibit. Proof shall be provided to the Land Development Division prior to issuance of grading permit.
40. It is assumed that the grading and the provisions for water quality management shown on the conceptual grading exhibit can comply with all requirements for a Final Water Quality Management Plan (F-WQMP), without substantial change from that shown. Prior to approval of the grading plan for each Precise Plan Landowner shall prepare, or cause to be prepared, a Final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFC&WCD) Whitewater River Watershed area for approval of the City Engineer.
41. All post-construction BMPs shall be designed based on the City of Palm Desert's maximum infiltration criteria of one (1) inch/hour.
42. Prior to the issuance of a grading permit, the Applicant shall submit a signed and notarized WQMP Operations and Maintenance Agreement to the City. The agreement shall provide for the maintenance and operation of open space areas, common spaces such as parking lot and recreational facilities, trash disposal for common areas, and water quality BMP facilities, by either the property owners' association or the owners of each individual lot or unit as tenants in common.
43. The Applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall be inspected and signed-off by the City Public Works/CIP inspector. Coordinate inspection with staff and submit a completed verification form for review and approval. This condition will be at the



discretion of the City Engineer.

44. Prior to the issuance of grading permit and in compliance with the City of PDMC Chapter 27.24, the Applicant shall enter into an agreement and post financial security guarantee for all grading work related to this Project.
45. Prior to the issuance of grading permit for each Precise Plan, the Applicant shall submit for review and approval of the City Engineer a final Geotechnical Report that includes project specific recommendations.
46. Prior to the start of grading activities, the Applicant shall install all erosion and dust control mechanisms for the site as approved by the City.
47. Upon completion of grading of each Precise Plan, the Project's Geotechnical Engineer shall certify to the completion of grading in conformance with the approved grading plans and the recommendations of the geotechnical report approved for this Project. A licensed land surveyor shall certify to the completion of grading in conformance with the lines and grades shown on the approved grading plans.
48. Prior to map recordation, the Applicant shall submit improvement plans for all public streets and improvements.
  - A. Dedication of street on the final map shall be for public right-of-way purposes inclusive of street, drainage, and utility installation.
  - B. The following streets have been identified as future public streets during the review process and are identified in the referenced tentative map exhibit: Portion/Extension of Julie Drive, Street "A", Street "B", Street "C", Street "D", Street "E", Street "F", Street "G", Street "H", Street "I", Street "J", Street "K", Street "L", Street "M", Street "N", Street "O", Street "P", Street "Q", and Street "R".
49. Final map shall show, as part of the Owner's Statement, retention of open space lots identified in the referenced tentative map exhibit. The following lots were identified as to be retained by ownership: Lot A through Lot O inclusive.
  - A. Any changes to the ownership of the lots will require approval by the City Engineer and the Director of Public Works.
  - B. Maintenance responsibilities for private common spaces and lots retained on the map shall be clearly detailed on the CC&Rs for the subdivision.
50. Final map shall show corner cutback dedication at all corner lots and public street intersections. Dedication at corner lots shall be adequate to accommodate all public infrastructure within the public street, including ADA compliant curb ramps.
51. Prior to the map recordation, the Applicant shall provide full-scale signing and striping improvement plans for all public streets as a separate set of plans from street improvement plans for review and approval by the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, roundabout(s), travel lanes, pavement markings, turning arrows, etc.

52. Prior to final map approval, the Applicant shall pay a fair share contribution equivalent to 42.9% of the design and construction cost for the signalization of Gerald Ford Drive and Rembrandt Way/Vitalia Way intersection.
53. The final map may not be approved until the required improvements, as identified on these Conditions of Approval, have been satisfactorily constructed and approved by the City Engineer; or until an adequate security has been posted with the City, in accordance with PDMC Title 26. If construction is not completed prior to map recordation, the Applicant shall enter into a subdivision improvement agreement and post financial securities with the City for the required public improvements prior to map approval. The form and amount of the financial security shall be reviewed and approved by the City and be in compliance with PDMC Sections 26.28.030 and 26.28.040.
54. Prior to map recordation, unless corresponding securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of improvements on Gerald Ford Drive in compliance with the Refuge Specific Plan. Improvements generally include, but not limited to:
- A. If not in place or constructed by others prior to the proposed map recordation: Street improvements, including meandering sidewalk, curb and gutter, and landscape and irrigation improvements along the Refuge Specific Plan boundary and transitioning to existing improvements to the east and west of the site.
  - B. A Class II bicycle lane in accordance with Coachella Valley Association of Governments Active Transportation Planning (CVAG ATP) Design Guidelines Section 5.3.
  - C. Improvements identified in these Conditions of Approval for public streets.
  - D. The Applicant shall show, as reference only, all existing and proposed utility connections. Utility plans shall be processed and approved by CVWD.
55. Prior to map recordation, unless securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of Gerald Ford Drive/Rembrandt Parkway intersection improvements in compliance with the traffic report prepared for Refuge Specific Plan and approved by the City. Improvements generally include, but are not limited to:
- A. ADA compliant curb ramps.
  - B. Installation of intersection improvements to provide:
    - i. Northbound: one LT/TH lane, one (125 ft) RT lane
    - ii. Southbound: one shared LT/TH/RT lane
    - iii. Eastbound: one LT lane, two TH lanes, one (150 ft) RT lane
    - iv. Westbound: one (150 ft) LT lane, three TH lanes, one RT lane
    - v. Signalized intersection
  - C. Applicant to pay for full cost of intersection and roadway improvements, excluding traffic signal.
  - D. In addition, Applicant shall contribute a 42.9% of the total design and construction cost for intersection signalization and improvements. The amount shall be per the City's approved cost estimate and a form approved by the City Engineer.
  - E. Design for traffic signal shall consider interconnect to adjacent signals on Gerald



Ford Drive at Portola Avenue and at Gateway Drive shall be included as part of the design and construction cost estimates.

56. Prior to map recordation, unless securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of improvements on Street "A" south of Gerald Ford Drive transitioning to proposed Street "A" in compliance with the Refuge Specific Plan and as identified in the traffic study. Improvements generally include but are not limited to:

- A. ADA compliant curb ramps at driveway crossings.
- B. Widening of Street "A" to a 44-foot roadway, north of the subdivision boundary to Gerald Ford Drive, providing landscape and sidewalk along both sides of the street. Street section shall provide for 44-foot roadway with the following geometries:
  - i. Northbound: one lane
  - ii. Southbound: one lane
- C. In addition, the design shall include shared bicycle and golf cart lanes between Gerald Ford Drive and the extension of Julie Lane.

57. Prior to map recordation, unless securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of Street "A"/Julie Lane intersection improvements in compliance with the Specific Plan Traffic Report recommendations.

- A. Applicant will be responsible for providing adequate right-of-way on the final map to accommodate all public infrastructure within the public right-of-way. Applicant will be the sole responsible party for any right-of-way acquisition, if any, that may be required in order to satisfy this Condition of Approval.
- B. Install intersection improvements:
  - i. Roundabout per California Highway Design Manual (CA HDM) and Federal Highway Administration (FHWA) guidelines, including enhanced central island and accessible pedestrian crossing.
  - ii. Modify existing westerly terminus of Julie Lane to join with required roundabout improvements.
  - iii. Sidewalk facilities shall be provided surrounding the roundabout.
  - iv. Landscape improvements within public right-of-way will be required surrounding the roundabout.

58. Prior to map recordation, unless securities are posted per Condition No. 53 or the improvements are found by the City Engineer to no longer be required, the Applicant is responsible for the construction and installation of Julie Lane/Portola Road intersection improvements in compliance with the Specific Plan traffic report recommendations.

- A. Install geometries to provide:
  - i. Northbound: one LT, three TH lanes, one RT lane
  - ii. Southbound: one LT, two TH lanes, one shared TH/RT lane
  - iii. Eastbound: one LT lane, one shared TH/RT
  - iv. Westbound: one LT lane, one TH lane, one RT lane

59. Prior to map recordation, unless securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of improvements of Street "B", the westerly extension of existing Julie Lane. Improvements shall be provided on both sides of the street and generally include, but not limited to: curb and gutter, landscape and irrigation improvements, landscape buffered sidewalks along roadways.
- A. Proposed Street "B" shall extend and connect to proposed Street "F" as generally shown on the tentative map exhibit. Connection and roadway alignment shall be reviewed and approved by the City Engineer.
  - B. All signing and striping shall follow California MUTCD standards.
  - C. Proposed Street "B" and future condominium development parcel intersection shall be designed to include a mini roundabout per CA HDM and FHWA guidelines or as a three-legged intersection (T-intersection). Final design shall be reviewed and approved by the City Engineer.
60. Prior to map recordation, unless securities are posted per Condition No. 53, the Applicant is responsible for the construction and installation of improvements on proposed local streets. Improvements shall be provided on both sides of the streets unless otherwise specified on these conditions of approval and generally include, but not limited to: curb and gutter, and landscape and irrigation improvements, and landscape buffered sidewalks along roadways.
- A. All signing and striping shall follow California MUTCD standards and be submitted as a separate set of plans for review and approval of the City Engineer.
  - B. Parking along 36-foot-wide interior streets shall be limited to one side of the street only.
  - C. Horizontal curves shall be designed per Highway Design Manual and shall provide adequate roadway expansion (widening) to safe vehicle circulation and movements.
  - D. Street design shall incorporate a roundabout per CA HDM and FHWA guidelines at the intersection of proposed Street "C" and Street "G".
  - E. Streets design shall incorporate mini roundabouts per CA HDM and FHWA guidelines at the intersection of proposed Street "G" and Street "J," as generally shown on the referenced tentative map exhibit. Final design shall be reviewed and approved by the City Engineer.
61. Prior to issuance of encroachment permit for public improvements and/or map recordation, whichever comes first, the Applicant shall enter into an agreement and post financial security guarantee for the construction of all off-site/public improvements in accordance with Chapter 27.24 of the PDMC. The form and amount of the financial security shall be reviewed and approved by the City Engineer. The Applicant shall guarantee all improvements for a period of one (1) year from the date of final acceptance and the improvement guarantee shall be backed by a bond or cash deposit in the amount of ten percent of the surety posted for the improvements.
62. Prior to the map recordation, the Applicant shall submit grading and improvement plans for all private improvements and common areas for review and approval of the City Engineer.



- A. Signing and striping shall be part of the plans and shall include stop signs and stop bars for vehicles exiting the amenities area parking lot.
- B. All private improvements shall be kept within private property. Non-standard encroachments into proposed public right-of-way will not be permitted, unless clearly identified on these Conditions of Approval.

63. Prior to approval of the improvement plans, the Applicant shall provide a full-scale signing and striping improvement plan for all public streets as a separate set of plans from street improvement plans for review and approval of the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, median break(s), travel lanes, pavement markings, turning arrows, etc.
64. Prior to a building permit for the first developed phase, proposed Street "A", Julie Lane, and Street "A"/Julie Lane intersection improvements shall be in constructed and accessible. Recommendations of the traffic report may be phased as approved by the City Engineer, but in no case shall defer installation or payment of fair share for traffic signal at Gerald Ford beyond the first developed phase.
65. Prior to a building final inspection, the Applicant is responsible for the completion of construction of all grading and improvements for which plans are required.
66. Prior to final building permit inspection or certificate of occupancy, the Applicant is responsible for the completion of all public improvements within the corresponding development phase.
67. Prior to City acceptance of all public streets, the Applicant shall have completed all building and construction activities related to each construction phase. Street capping shall be performed after the last Certificate of Occupancy is released.
68. Prior to bond release, punch list work for improvements and capping of streets for each construction phase shall be completed and approved for acceptance by the City Engineer.

**FIRE DEPARTMENT:**

69. Fire Hydrants and Fire Flow: The water system shall be capable of delivering the required fire flow. Prior to PP (plot plan) approval, information shall be provided to the Office of the Fire Marshal regarding the building's occupancy type, construction type, building area, and whether the buildings will be protected with fire sprinklers.
70. Fire Department Access: Access roads shall extend to within 150 feet of all portions of the exterior building walls and shall have an unobstructed width of not less than 24 feet. Fire access driveways with a dead-end exceeding 150 feet in length shall be provided with an approved space to turn around the fire apparatus. The access roads shall be capable of sustaining 60,000 lbs. over two axles and 75,000 lbs over three axles in all-weather conditions. Approved vehicle access, either permanent or temporary, shall be provided during construction. CFC 503.1.1, 3310.1 and 503.2.1

71. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1.
72. Phased Construction Access: If construction is phased, each phase shall provide approved access for fire protection prior to any construction.
73. Fire Sprinkler System: All new commercial structures 3,600 square feet or larger shall be protected with a fire sprinkler system. Ref CFC 903.2 as amended by the City of Palm Desert.
74. Residential Fire Sprinklers: Residential fire sprinklers are required in all one and two-family dwellings per the California Residential Code (CRC). Plans must be submitted to the Office of the Fire Marshal for review and approval prior to installation. Ref. CRC 313.2.
75. Knox Box and Gate Access: Buildings shall be provided with a Knox Box installed in an accessible location approved by the Office of the Fire Marshal. Manual gates shall be equipped with approved Knox equipment. Electric gates shall be provided with Knox key switches. Electric gate operators shall also be connected to a remote signal receiver compatible for use with the preemption devices on the Riverside County fire apparatus. The gate shall automatically open upon receiving a remote signal from the fire apparatus. Ref. CFC 506.1.
76. Addressing: All residential dwellings and commercial buildings shall display street numbers in a prominent location on the street side of the premises and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01.
77. The proposed Project may have a cumulative adverse impact on the Fire Department's ability to provide an acceptable level of service. These impacts include an increased number of emergency and public service calls due to the increased presence of structures, traffic, and population. The Project proponents/developers will be expected to provide for a proportional mitigation of these impacts via capital improvements and/or impact fees.



## EXHIBIT B

## APPROVED PAD ELEVATIONS FOR LOTS 1-46

| Lot Number | Approved Pad Elevation (NAVD 88) |
|------------|----------------------------------|
| 1          | 294.4                            |
| 2          | 294.2                            |
| 3          | 293.9                            |
| 4          | 293.7                            |
| 5          | 293.4                            |
| 6          | 294.0                            |
| 7          | 293.8                            |
| 8          | 293.6                            |
| 9          | 294.1                            |
| 10         | 294.3                            |
| 11         | 294.5                            |
| 12         | 294.8                            |
| 13         | 295.0                            |
| 14         | 295.3                            |
| 15         | 295.5                            |
| 16         | 295.8                            |
| 17         | 296.0                            |
| 18         | 296.2                            |
| 19         | 296.5                            |
| 20         | 297.0                            |
| 21         | 297.2                            |
| 22         | 297.5                            |
| 23         | 297.7                            |
| 24         | 297.9                            |

|    |       |
|----|-------|
| 25 | 298.2 |
| 26 | 298.4 |
| 27 | 298.7 |
| 28 | 298.9 |
| 29 | 299.1 |
| 30 | 299.3 |
| 31 | 299.7 |
| 32 | 299.9 |
| 33 | 300.1 |
| 34 | 300.4 |
| 35 | 300.6 |
| 36 | 300.8 |
| 37 | 301.1 |
| 38 | 301.5 |
| 39 | 301.8 |
| 40 | 302.0 |
| 41 | 302.3 |
| 42 | 302.5 |
| 43 | 302.7 |
| 44 | 303.0 |
| 45 | 303.2 |
| 46 | 304.0 |

**END OF CONDITIONS OF APPROVAL**

RESOLUTION NO. 2022-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A TENTATIVE TRACT MAP (TTM) SUBDIVIDING A 93.56-ACRE PARCEL LOCATED AT THE SOUTHWEST CORNER OF GERALD FORD DRIVE AND REMBRANDT PARKWAY  
CASE NO. TTM 38434

WHEREAS, Refuge Palm Desert LLC ("Applicant"), submitted a TTM application within the Refuge Specific Plan ("Specific Plan") to subdivide 93.56 acres into individual parcels including one lot for condominium purposes, 339 single-family residential lots, and lots for public streets, private streets, and open space areas ("Project"); and

WHEREAS, the Project site has a land use designation of Town Center Neighborhood (TCN) in the General Plan adopted November 10, 2016, and zoning designation of Refuge Specific Plan adopted on November 17, 2022; and

WHEREAS, under Section 21067 of the Public Resources Code, Section 15367 of the State California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), and the City of Palm Desert's ("City's") Local CEQA Guidelines, the City is the lead agency for the Project; and

WHEREAS, in accordance with State CEQA Guidelines Section 15063, the City conducted an Initial Study to determine if the Project may have a significant effect on the environment; and

WHEREAS, pursuant to the requirements of the CEQA, the State Guidelines for Implementation of CEQA (State CEQA Guidelines) and a Mitigated Negative Declaration (MND), SCH# 2022100013 (EA 22-0001), and an accompanying Mitigation Monitoring and Reporting Program (MMRP), were prepared for the Project; and

WHEREAS, the Project is consistent with the development density and use characteristics considered by the General Plan EIR, Refuge Specific Plan Mitigated and the TCN land use designation; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 18<sup>th</sup> day of October 2022, hold a duly noticed public hearing to consider the request by the Applicant and adopted Planning Commission Resolution No. 2821 recommending that the City Council approve the above-noted Project subject to findings and conditions of approval; and

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

WHEREAS, the City Council of the City of Palm Desert, did on the 17th day of November 2022, hold a duly noticed public hearing, the City Council opened the public hearing, the City Council considered the request by the Applicant for the development of the Tentative Tract Map; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PALM DESERT, CALIFORNIA, AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. Findings on Tentative Tract Map. Under PDMC Section 26.20.100(C), the findings for the tentative map are the following:

1. That the density of the proposed subdivision is not consistent with applicable general and specific plans.

*The map has been found to be consistent with the density, lot development standards, and land uses of the Specific Plan and the General Plan Land Use Designation for Town Center Neighborhood. The TTM creates 339 single-family residential lots within Planning Areas 2 and Planning Area 3. The number of lots is consistent with the minimum allowable density for the Specific Plan. All comply with the minimum requirements for lot sizes and dimensions established by the Specific Plan. The TTM provides for a circulation of public streets and private streets, which is consistent with the requirements of the Specific Plan. The tract provides for a distribution of open space and private amenity areas, which is consistent with the Specific Plan.*

2. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

*The design and improvement of the subdivision is consistent with the applicable Specific Plan requirements for lot standards, the circulation, and distribution of land uses. The dedications for public right-of-way are consistent with the applicable circulation elements of the Specific Plan.*

3. That the site is not physically suitable for the type of development.

*The site is physically suitable for the mix of single-family and multi-family housing development. The site has suitable access, grading, drainage, and zoning to allow the development.*

4. That the site is not physically suitable for the proposed density of development.

*The site is physically suitable for the density of development. The allowable density for the site has been evaluated by the General Plan. The Applicant has prepared the appropriate technical studies to assess that the site is physically suitable to develop. The MND for the Specific Plan identify required mitigation.*

5. That the design of the subdivision or the improvements are likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

*The design of the subdivision and improvements will not cause damage or substantially injure wildlife habitat. The subject property is in an urbanized area of Palm Desert and is adjacent to major roadways, including Gerald Ford Drive. The site is vacant and surrounded by residential development to the east and south and commercial development to the west. A biological assessment of the site was prepared for the Specific Plan and did not identify suitable habitats for wildlife that could be damaged or affected as a result of the development of the Project. Ground-disturbing activities for the development of the Project shall comply with the Migratory Bird Treaty Act, as well as preparation of a burrowing owl survey prior to ground-disturbing activities, and prior to the removal of vegetation or tree removal shall ensure no habitat is damaged.*

6. That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

*The design of the subdivision is not likely to cause serious health problems. The Project is not located within a hazardous area that would be subject to flooding, liquefaction, landslide, fault zones, or other natural hazards. The Project does not generate adverse effects that would cause public health problems. Ground-disturbing activities are conditioned to prepare plans to control fugitive dust. The access locations to the subdivision have been evaluated in accordance with the Specific Plan and will not adversely affect public health.*

SECTION 3. Project Approval. The City Council hereby approves TTM 38434 to the subject to the findings and Conditions of Approval.

SECTION 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the City's office at 73510 Fred Waring Drive, Palm Desert, CA 92260. Anthony J. Mejia, MMC, the City Clerk of the City of Palm Desert is the custodian of the record of proceedings.

SECTION 5. Execution of Resolution. The Mayor signs this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

ADOPTED ON NOVEMBER 17, 2022.



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JAN C. HARNIK  
MAYOR

ATTEST:

  
Anthony Mejia Nov 28, 2022 09:28 PST)

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ANTHONY J. MEJIA  
CITY CLERK

I, Anthony J. Mejia, MMC, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2022-94 is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on November 17, 2022, by the following vote:

AYES: JONATHAN, KELLY, NESTANDE, QUINTANILLA, AND HARNIK  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NONE  
RECUSED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on Nov 28, 2022.



Anthony Mejia Nov 28, 2022 09:28 PST

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ANTHONY J. MEJIA  
CITY CLERK



**EXHIBIT A  
CONDITIONS OF APPROVAL  
CASE NO. TTM 38434**

**PLANNING DIVISION:**

1. The development of the property shall conform substantially with exhibits on file with the Development Services Department, as modified by the following conditions.
2. The Applicant agrees that in the event of any administrative, legal, or equitable action instituted by a third party challenging the validity of any of the procedures leading to the adoption of these project approvals for the Project, or the project approvals themselves, the Developer and City each shall have the right, in their sole discretion, to elect whether or not to defend such action. Developer, at its sole expense, shall defend, indemnify, and hold harmless the City (including its agents, officers, and employees) from any such action, claim, or proceeding with counsel chosen by the City, subject to the Developer's approval of counsel, which shall not be unreasonably denied, and at the Developer's sole expense. If the City is aware of such an action or proceeding, it shall promptly notify the Developer and cooperate in the defense. The Developer, upon such notification, shall deposit with City sufficient funds in the judgment of the City Finance Director to cover the expense of defending such action without any offset or claim against said deposit to assure that the City expends no City funds. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect the information under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and City shall each have sole discretion to terminate its defense at any time. The City shall not settle any third-party litigation of project approvals without the Developer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed unless the Developer materially breaches this indemnification requirement.
3. The development of the property described herein shall be subject to the restrictions and limitations set forth herein, which are in addition to the approved development standards listed in the PDMC, and state and federal statutes now in force, or which hereafter may be in force.
4. The TTM shall expire if recordation of the said Project is not completed within two (2) years from the date of final approval unless an extension of time is granted by the Palm Desert Planning Commission; otherwise, said approval shall become null, void, and of no effect whatsoever.
5. The approved TTM shall only be modified with written City approval in accordance with the requirements of the Specific Plan and Chapter 26.20 of the PDMC.

6. All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape and irrigation, grading, and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Development Services Department.
7. The Applicant shall execute a written acknowledgment to the Planning Division stating acceptance of and compliance with all the Conditions of Approval of Resolution No. 2821 for TTM 38434, and that the plans submitted are in compliance with the Conditions of Approval. No modifications shall be made to said plans without written approval from the appropriate decision-making body.
8. Prior to issuance of a building permit for construction of any use or structure contemplated by this approval, the Applicant shall first obtain permits and or clearance from the following agencies:

Coachella Valley Water District (CVWD)  
Public Works Department  
Fire Department  
Building and Safety Division

Evidence of said permit or clearance from the above agencies shall be presented to the Building & Safety Division at the time of issuance of a building permit for the use contemplated herewith.

9. The Applicant shall establish a homeowners' association (HOA). The HOA's responsibility for maintenance shall include but is not limited to maintenance of private amenity areas and open space, landscaping, stormwater retention, and related infrastructure. The final maintenance plan shall include detailed text and illustrative diagrams indicating areas of responsibility for maintenance and shall be subject to approval by the Director of Development Services and City Engineer.
10. Prior to the recordation of the final map, the Applicant shall submit a final phasing plan, which identifies the timing of roadway improvements and open space.
  - A. The phasing plan shall indicate that full segments Planning Area 5, shown as Lot "D" shall be completed and fully landscaped prior to the occupancy of any adjacent homes on Lots 1 through 46.
  - B. The central amenity area shown on Lot Q shall be completed prior to the occupancy of the 200<sup>th</sup> unit within Planning Area 3.
11. The pad elevations of all lots shall be consistent with the approved preliminary grading plan included with the project file. Adjustments which increase or decrease the pad elevation by six inches (0'-6") or less shall be subject to review and approval by the Director of Development Services and City Engineer.
  - A. Adjustments which increase the pad elevations by more than six (6) inches shall require approval by the Planning Commission.



12. The Applicant shall construct the circulation network for Street "A" and Street "B" as shown on the approved Specific Plan, prior to development within Planning Areas 2 and/or Planning Area 3.
13. All mitigation measures identified in the Specific Plan Mitigated Negative Declaration (SCH# 2022100013) and the accompanying Mitigation Monitoring and Reporting Program (MMRP), shall be incorporated into the planning, design, development, and operation of the Project.
14. At recordation of the final map, the applicant shall record an easement for a secondary Fire Department emergency access across Lot 340, which provides a connection between Street "A" and Street "B.". At the recordation of the condominium map on Lot 340, or time of filing of the condominium plan on Lot 340, or development for Lot 340, the easement shall be modified to provide secondary Fire Department emergency access across the parcel utilizing fire lanes within Lot 340.

**LAND DEVELOPMENT DIVISION/PUBLIC WORKS DEPARTMENT:**

15. The following plans, studies, and exhibits are hereby referenced: Specific Plan, prepared by MSA Consulting and dated August 2022; TTM 38434 and dated August 22, 2022; Preliminary Grading, prepared by MSA Consulting, Inc. and dated August 17, 2022; Preliminary Utility Plan, prepared by MSA Consulting, Inc. and dated June 2022; Preliminary Hydrology Report, prepared by MSA Consulting, Inc. and dated August 18, 2022; and Preliminary Water Quality Management Plan, prepared by MSA Consulting, Inc. and dated August 19, 2022.
16. The map shall comply with the State of California Subdivision Map Act and with the City of PDMC Title 26, unless otherwise modified by the conditions listed herein.
17. It is assumed that easements shown on the preliminary grading exhibit are shown correctly and include all the easements that encumber the subject property. A current preliminary title report for the site will be required to be submitted during technical plan review. The Applicant shall secure approval from all, if any, easement holders for all grading and improvements, which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated, abandoned, easement holder cannot be found, or is otherwise of no effect. Should such approvals or alternate actions regarding the easements not be provided and approved by the City, the Applicant may be required to amend or revise the proposed site configuration as may be necessary.
18. It is understood that the conceptual exhibits correctly show acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Qs, and that the omission or unacceptability may require that the Applicant amend or revise the site plan as may be.
19. All private streets and common areas will be permitted as shown on the tentative exhibit, subject to these Conditions of Approval and the Applicant providing adequate provisions, by means of a homeowners' association (HOA) or another equivalent responsible

- mechanism as approved by the City Engineer and City Attorney, for the continued and perpetual maintenance of these streets, common areas, and on-site post-construction Best Management Practices (BMPs) to the satisfaction of the City Engineer and City Attorney.
20. The Applicant shall pay all, appropriate signalization fee prior to the issuance of the first building permit for the development in accordance with the City's Resolution No. 79-17 and 79-55.
  21. The Applicant may choose to develop the tentative map in phases with the approval of the City Engineer. Financial security shall be provided for all public improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utility, street, or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. This approval must be obtained prior to the Applicant submitting a Phasing Plan to the California Bureau of Real Estate.
  22. If the developer chooses to construct the project in phases, a Construction Phasing Plan for the construction of on-site public or private improvements shall be submitted for review and approved by the City Engineer.
  23. Prior to map approval, the Applicant shall pay all, appropriate drainage fee in accordance with the City's Municipal Code Section 26.49 and Palm Desert Ordinance No. 653.
  24. Prior to map approval, the Applicant shall pay all appropriate park fees in accordance with the City's Municipal Code Section 26.48.060.
  25. The Applicant shall comply with Palm Desert Ordinance No. 843, Section 24.20 Stormwater Management and Discharge Ordinance.
  26. All utility extensions within the site shall be placed underground unless otherwise specified or allowed by the respective utility purveyor.
  27. Prior to approval of any implementing development project, planning area, parcel/tract map within the Specific Plan area, a development specific traffic letter shall be submitted to the City. The letter shall address consistency with the approved Specific Plan Traffic Impact Analysis assumptions. If it is determined that the proposed development is inconsistent with the approved report, the Applicant shall file an amendment to the approved traffic report describing the impacts of any proposed changes.
  28. Prior to a grading permit, the Applicant shall prepare a final grading plan for the site. No grading or other improvements shall be permitted until a final grading plan has been approved by the City Engineer. Grading plans and all grading shall conform to the approved Conceptual Grading Plan, the California Building Code, PDMC Title 27 Grading, and all other relevant laws, rules, and regulations governing grading in the City of Palm Desert.

29. The grading plan shall provide for acceptance and proper disposal of all off-site drainage flowing onto or through the site. Should the quantities exceed the street capacity, the Applicant shall provide adequate drainage facilities and/or appropriate easements as approved by the City Engineer.
30. Pad elevations, as shown on the conceptual exhibit, are subject to review and modification per Chapter 27 of the PDMC.
31. Prior to approval of the grading plan, the Applicant shall prepare a detailed final flood hazard/hydrology and hydraulics report for approval of the City Engineer. The report shall encompass the entire area of the subdivision and comply with all relevant laws, rules, and regulations governing the City of Palm Desert. Development specific recommendations for sizing of drainage facilities, systems, and conveyance systems shall be included for the proposed development of Planning Areas (PA) 3, 4, and 5.
32. All drainage and storm drain improvements shall be designed per PDMC Title 24, Riverside County Flood Control and Water Conservation District's standards for the Drainage Element of the Palm Desert General Plan, and all other relevant laws, rules, and regulations governing grading in the City of Palm Desert.
33. Prior to approval of the grading plans, the Applicant shall provide the City Engineer with evidence that a Notice of Intent (NOI) has been filed with the State Water Resources Control Board. Such Evidence shall consist of a copy of the NOI stamped by the State Water Resources Control Board or the Regional Water Quality Control Board, or a letter from either agency stating that the NOI has been filed.
34. Prior to the issuance of a grading permit, the Applicant shall submit a PM10 application for review and approval. The Applicant shall comply with all provisions of PDMC Section 24.12 regarding Fugitive Dust Control.
35. Prior to issuance of grading permit, the Applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP) for review and approval of the Land Development department.
36. Where grading involves import or export, the Applicant shall obtain permits from the Public Works Department, including import/export quantities and hauling route.
37. Prior to grading permit, it shall be the sole responsibility of the Applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading shown on the grading plan exhibit. Proof shall be provided to the Land Development Division prior to issuance of grading permit.
38. It is assumed that the grading and the provisions for water quality management shown on the conceptual grading exhibit can comply with all requirements for a Final Water Quality Management Plan (F-WQMP), without substantial change from that shown. Prior to approval of the grading plan for each Precise Plan Landowner shall prepare, or cause to be prepared, a Final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFC&WCD) Whitewater River Watershed area for approval of the City Engineer.

39. All post-construction BMPs shall be designed based on the City of Palm Desert's maximum infiltration criteria of one (1) inch/hour, unless validated for a greater amount by a percolation test and approved by the City Engineer.
40. Prior to the issuance of a grading permit, the Applicant shall submit a signed and notarized WQMP Operations and Maintenance Agreement to the City. The agreement shall provide for the maintenance and operation of open space areas, common spaces such as parking lot and recreational facilities, trash disposal for common areas, and water quality BMP facilities, by either the property owners' association or the owners of each individual lot or unit as tenants in common.
41. Prior to issuance of grading permit and in compliance with the City of PDMC Chapter 27.24, the Applicant shall enter into an agreement and post financial security guarantee for all grading work related to this Project.
42. Prior to issuance of grading permit for each Precise Plan, the Applicant shall submit for review and approval of the City Engineer a final Geotechnical Report that includes project specific recommendations.
43. Prior to the start of grading activities, the Applicant shall install all erosion and dust control mechanisms for the site as approved by the City.
44. Upon completion of grading of each Precise Plan, the Project's Geotechnical Engineer shall certify to the completion of grading in conformance with the approved grading plans and the recommendations of the geotechnical report approved for this Project. A licensed land surveyor shall certify to the completion of grading in conformance with the lines and grades shown on the approved grading plans.
45. Prior to map recordation, the Applicant shall submit improvement plans for all public streets and improvements. The following streets have been identified as future public streets during the review process: Street "A," Street "B," Street "C," Street "D," Street "E," Street "F," Street "G," Street "H," Street "I," Street "J," Street "K," Street "L," and Street "M." All streets identified as alleys on the tentative exhibit shall be private.
46. Final map shall show corner cutback dedication at all corner lots and public street intersections. Dedication at corner lots shall be adequate to accommodate all public infrastructure within the public street, including ADA compliant curb ramps.
47. Prior to the map recordation, the Applicant shall provide full-scale signing and striping improvement plans for all public streets as a separate set of plans from street improvement plans for review and approval by the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, roundabout(s), travel lanes, pavement markings, turning arrows, etc.
48. Prior to final map approval, the Applicant shall pay a fair share contribution equivalent to 42.9% of the design and construction cost for the signalization of Gerald Ford Drive and Rembrandt Way/Vitalia Way/Street "A" intersection.

49. The final map may not be approved until the required improvements, as identified on these Conditions of Approval, have been satisfactorily constructed and approved by the City Engineer; or until an adequate security has been posted with the City, in accordance with PDMC Title 26. If construction is not completed prior to map recordation, the Applicant shall enter into a subdivision improvement agreement and post financial securities with the City for the required public improvements prior to map approval. The form and amount of the financial security shall be reviewed and approved by the City and be in compliance with PDMC Sections 26.28.030 and 26.28.040.
50. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of improvements on Gerald Ford Drive in compliance with the Specific Plan. Improvements generally include, but not limited to: Street improvements, including meandering sidewalk, curb and gutter, and landscape and irrigation improvements along the Specific Plan boundary and transitioning to existing improvements to the east and west of the site.
- A. A Class II bicycle lane in accordance with Coachella Valley Association of Governments Active Transportation Planning (CVAG ATP) Design Guidelines Section 5.3.
  - B. Geometries and improvements identified in Condition No. 51 of these Conditions of Approval.
  - C. The Applicant shall show, as reference only, all existing and proposed utility connections. Utility plans shall be processed and approved by CVWD.
51. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of Gerald Ford Drive/Vitalia Way intersection improvements in compliance with the Specific Plan. Improvements generally include, but are not limited to:
- A. ADA compliant curb ramps.
  - B. Install geometries to provide:
    - 1. Northbound: one LT/TH lane, one (125 ft) RT lane
    - 2. Southbound: one shared LT/TH/RT lane
    - 3. Eastbound: one LT lane, two TH lanes, one (150 ft) RT lane
    - 4. Westbound: one (150 ft) LT lane, three TH lanes, one RT lane
  - C. Applicant to pay for full cost of intersection and roadway improvements, excluding traffic signal.
  - D. In addition, Applicant shall contribute a 42.9% of the total design and construction cost for intersection signalization and improvements. The amount shall be per the City's approved cost estimate and a form approved by the City Engineer.
  - E. Design for traffic signal shall consider interconnect to adjacent signals on Gerald Ford Drive at Portola Avenue and at Gateway Drive shall be included as part of the design and construction cost estimates.

52. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of improvements on Vitalia Way south of Gerald Ford Drive transitioning to proposed Street "A" in compliance with the Specific Plan. Improvements generally include but are not limited to:
- A. ADA compliant curb ramps at driveway crossings and PA 1 of Specific Plan access points.
  - B. Widening of Street "A" to a 44-foot roadway, providing landscape and sidewalk along both sides of the street.
  - C. Install/modify street section to provide for 44-foot roadway with the following geometries:
    - 1. Northbound: one lane
    - 2. Southbound: one lane
  - D. In addition, the design shall include shared bicycle and golf cart lanes between Gerald Ford Drive and the Project's southerly boundary.
53. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of Street "A"/Julie Drive intersection improvements in compliance with the Specific Plan Traffic Report recommendations.
- A. Applicant will be responsible for providing adequate right-of-way on the final map to accommodate all public infrastructure within the public right-of-way. Applicant will be the sole responsible party for any right-of-way acquisition, if any, that may be required in order to satisfy this Condition of Approval.
  - B. Install intersection improvements:
    - 1. Roundabout per Federal Highway Administration (FHWA) guidelines, including enhanced central island and accessible pedestrian crossing.
    - 2. Modify existing westerly terminus of Julie Drive to join with required roundabout improvements.
    - 3. Sidewalk facilities shall be provided surrounding the roundabout.
    - 4. Landscape improvements within public right-of-way will not be required along the south side of the circulatory roadway.
54. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of Julie Drive/Portola Road intersection improvements in compliance with the Specific Plan traffic report recommendations.
- A. Install geometries to provide:
    - 1. Northbound: one LT, three TH lanes, one RT lane
    - 2. Southbound: one LT, two TH lanes, one shared TH/RT lane
    - 3. Eastbound: one LT lane, one shared TH/RT
    - 4. Westbound: one LT lane, one TH lane, one RT lane

55. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of improvements on interior public streets. Improvements generally include, but not limited to: Street improvements shall be provided on both sides of the streets unless otherwise specified on these Conditions of Approval. Improvements shall include curb and gutter, and landscape and irrigation improvements, and landscape buffered sidewalks along roadways.
- A. All signing and striping within public streets shall follow MUTCD standards.
  - B. Street "C" west of Lot "Q" between Street "J" and Street "I" shall be a one-way street with northbound direction. Parallel parking will be allowed along the westerly side of the road.
  - C. Street "C" east of Lot "Q" between Street "J" and Street "I" shall be a one-way street with southbound direction. Parallel parking will be allowed along the easterly side of the road.
56. Prior to map recordation, unless securities are posted per Condition No. 49, the Applicant is responsible for the construction and installation of proposed Street "B" and proposed Street "C" intersection improvements in compliance with the Specific Plan Traffic Report recommendations.
- A. Applicant shall provide roundabout per Federal Highway Administration (FHWA) guidelines, including enhanced central island and accessible pedestrian crossing.
  - B. Applicant is responsible for design and construction of all improvements at this intersection.
57. Prior to issuance of encroachment permit for public improvements and/or map recordation, whichever comes first, the Applicant shall enter into an agreement and post financial security guarantee for the construction of all off-site/public improvements in accordance with Chapter 27.24 of the PDMC. The form and amount of the financial security shall be reviewed and approved by the City Engineer. The Applicant shall guarantee all improvements for a period of one (1) year from the date of final acceptance and the improvement guarantee shall be backed by a bond or cash deposit in the amount of ten percent of the surety posted for the improvements.
58. Prior to the map recordation, the Applicant shall submit grading and improvement plans for all private improvements and common areas for review and approval of the City Engineer.
- A. Signing and striping shall be part of the plans and shall include stop signs and stop bars for vehicles exiting the amenities area parking lot.
  - B. All private improvements shall be kept within private property. Non-standard encroachments into proposed public right-of-way will not be permitted, unless clearly identified on these Conditions of Approval.
59. Prior to map recordation, the Applicant shall enter into an agreement with the City for the reimbursement of 42.9% of the design and construction costs associated with the design

and signalization of Gerald Ford Drive and Rembrandt Way/Vitalia Way intersection. The form shall be approved by the City Attorney and the City Engineer.

60. Prior to approval of the improvement plans, the Applicant shall provide a full-scale signing and striping improvement plan for Gerald Ford Drive, Street "A," and Julie Drive as a separate set of plans from street improvement plans for review and approval of the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, median break(s), travel lanes, pavement markings, turning arrows, etc.
61. Prior to a building permit for the first developed phase, proposed Street "A" and Street "B" shall be in constructed and accessible. Recommendations of the traffic report may be phased as approved by the City Engineer, but in no case shall defer installation or payment of fair share for traffic signal at Gerald Ford beyond the first developed phase.
62. Prior to a building final inspection, the Applicant is responsible for the completion of construction of all grading and improvements for which plans are required.
63. Prior to final building permit inspection or certificate of occupancy, the Applicant is responsible for the completion of all public improvements within the corresponding development phase.
64. Prior to City acceptance of all public streets, the Applicant shall have completed all building and construction activities related to each construction phase. Street capping shall be performed after the last Certificate of Occupancy is released.
65. Prior to bond release, punch list work for improvements and capping of streets for each construction phase shall be completed and approved for acceptance by the City Engineer.

**FIRE DEPARTMENT:**

66. Fire Hydrants and Fire Flow: The water system shall be capable of delivering the required fire flow. Prior to precise plan (plot plan) approval, information shall be provided to the Office of the Fire Marshal regarding the building's occupancy type, construction type, building area, and whether the buildings will be protected with fire sprinklers.
67. Fire Department Access: Access roads shall extend to within 150 feet of all portions of the exterior building walls and shall have an unobstructed width of not less than 24 feet. Fire access driveways with a dead-end exceeding 150 feet in length shall be provided with an approved space to turnaround the fire apparatus. The access roads shall be capable of sustaining 60,000 lbs. over two axels and 75,000 lbs over three axles in all-weather conditions. Approved vehicle access, either permanent or temporary, shall be provided during construction. CFC 503.1.1, 3310.1 and 503.2.1



68. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1
69. Phased Construction Access: If construction is phased, each phase shall provide approved access for fire protection prior to any construction.
70. Fire Sprinkler System: All new commercial structures 3,600 square feet or larger shall be protected with a fire sprinkler system. Ref CFC 903.2 as amended by the City of Palm Desert.
71. Residential Fire Sprinklers: Residential fire sprinklers are required in all one and two-family dwellings per the California Residential Code (CRC). Plans must be submitted to the Office of the Fire Marshal for review and approval prior to installation. Ref. CRC 313.2.
72. Knox Box and Gate Access: Buildings shall be provided with a Knox Box installed in an accessible location approved by the Office of the Fire Marshal. Manual gates shall be equipped with approved Knox equipment. Electric gates shall be provided with Knox key switches. Electric gate operators shall also be connected to a remote signal receiver compatible for use with the preemption devices on the Riverside County fire apparatus. The gate shall automatically open upon receiving a remote signal from the fire apparatus. Ref. CFC 506.1.
73. Addressing: All residential dwellings and commercial buildings shall display street numbers in a prominent location on the street side of the premises and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01.
74. The proposed project may have a cumulative adverse impact on the Fire Department's ability to provide an acceptable level of service. These impacts include an increased number of emergency and public service calls due to the increase presence of structures, traffic and population. The project proponents/developers will be expected to provide for a proportional mitigation to these impacts via capital improvements and/or impact fees.

END OF CONDITIONS OF APPROVAL









# RES 2022-94 Refuge - TTM - Final

Final Audit Report

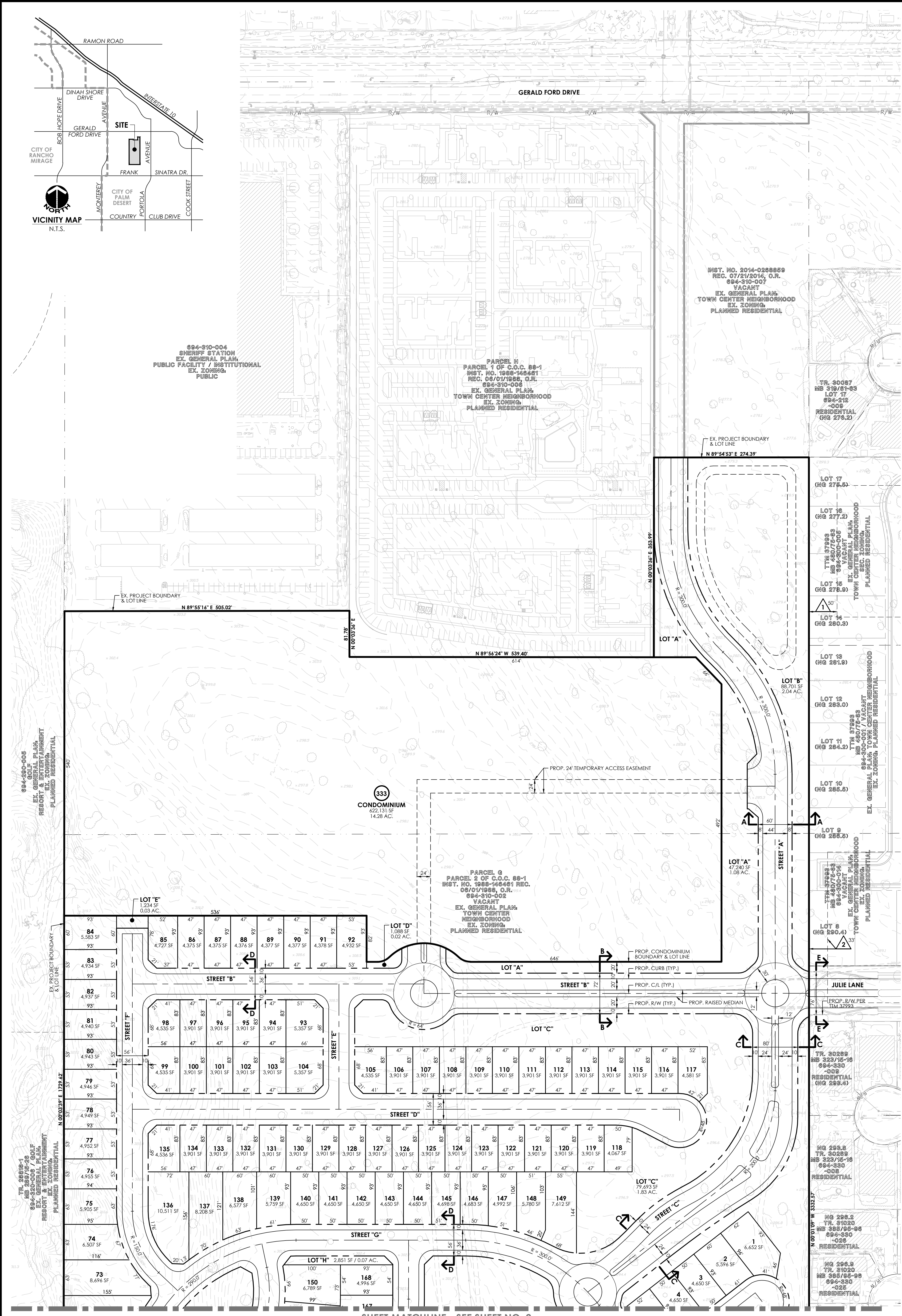
2022-11-28

|                 |                                                |
|-----------------|------------------------------------------------|
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| By:             | Niamh M. Ortega (nortega@cityofpalmdesert.org) |
| Status:         | Signed                                         |
| Transaction ID: | CBJCHBCAABAA6_QCwGAHnjXb42S7UGfwcJ4cPQQXhlg2   |

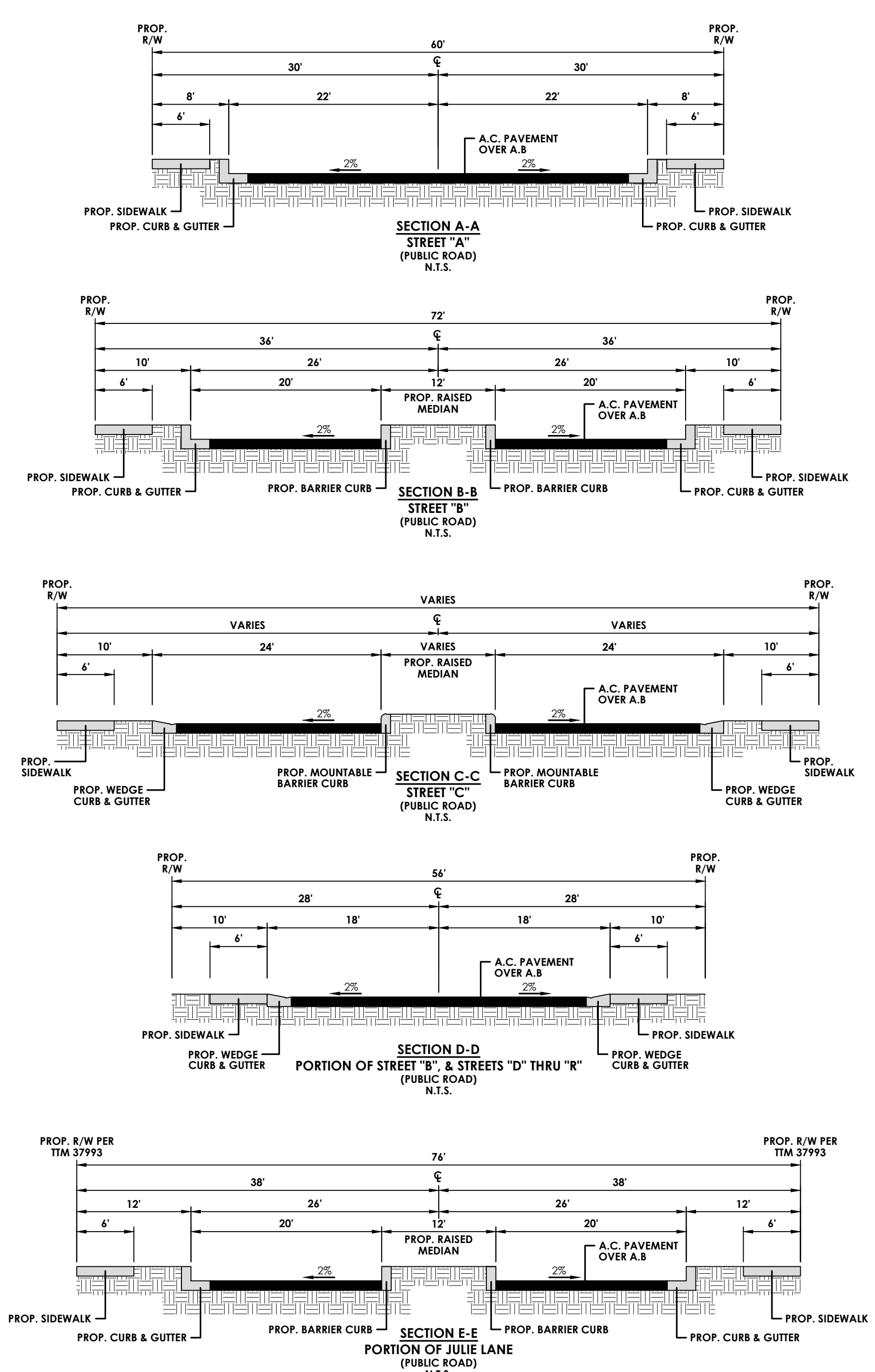
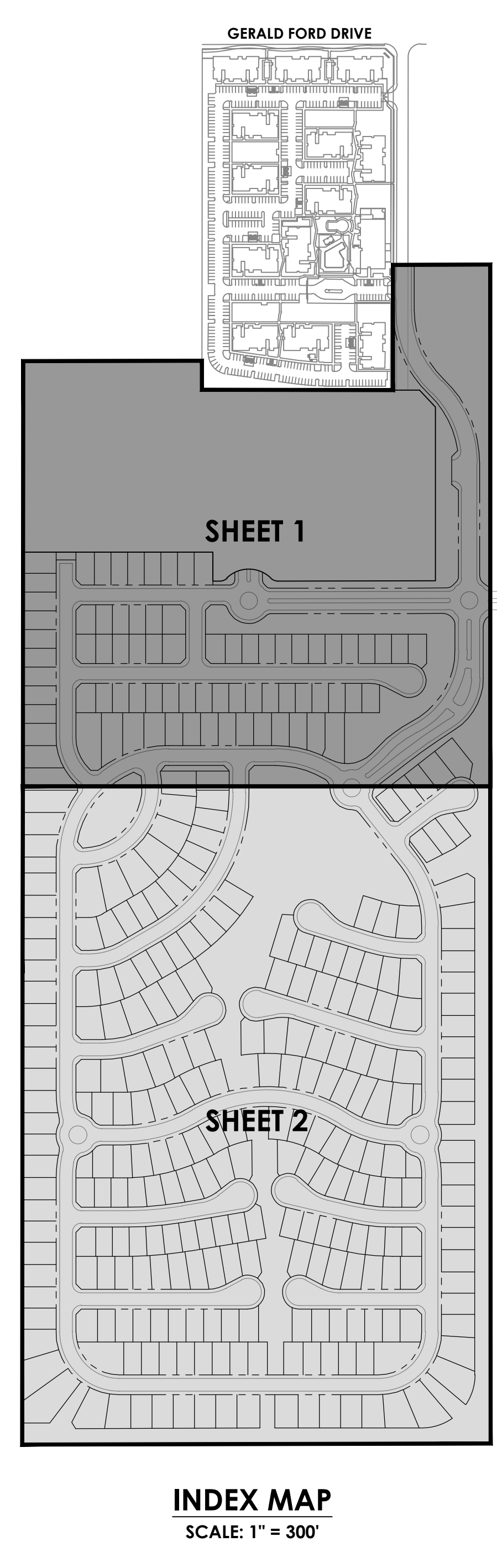
## "RES 2022-94 Refuge - TTM - Final" History

-  Document created by Niamh M. Ortega (nortega@cityofpalmdesert.org)  
2022-11-24 - 0:08:06 AM GMT- IP address: 64.60.5.80
-  Document emailed to Jan Harnik (jharnik@cityofpalmdesert.org) for signature  
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-  Email viewed by Jan Harnik (jharnik@cityofpalmdesert.org)  
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-  Document e-signed by Jan Harnik (jharnik@cityofpalmdesert.org)  
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-  Document emailed to Anthony Mejia (amejia@cityofpalmdesert.org) for signature  
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-  Document e-signed by Anthony Mejia (amejia@cityofpalmdesert.org)  
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-  Agreement completed.  
2022-11-28 - 5:28:54 PM GMT





| ABBREVIATIONS |                                | LEGEND |                                   |
|---------------|--------------------------------|--------|-----------------------------------|
| (E)           | EAST                           | NO.    | NUMBER                            |
| (N)           | NORTH                          | N.T.S. | NOT TO SCALE                      |
| (S)           | SOUTH                          | D.M.   | OVERHEAD                          |
| (W)           | WEST                           | OS/PP  | OPEN SPACE / PARKS                |
| A.C.          | ASPHALT CONCRETE               | PG.    | PAGE                              |
| AC.           | ACREAGE                        | PL.    | PROPERTY LINE                     |
| APN           | ASSESSOR'S PARCEL NUMBER       | PROP.  | PROPOSED                          |
| BNDY          | BOUNDARY                       | P.U.E. | PUBLIC UTILITY EASEMENT           |
| C/L           | CENTERLINE                     | R.     | RADIUS                            |
| C&G           | CURB AND GUTTER                | R/L    | RIGHT OF WAY                      |
| E/P           | EDGE OF PAVEMENT               | R/W    | RIGHT OF WAY                      |
| ESMT.         | EASEMENT                       | SF     | SQUARE FEET                       |
| EX.           | EXISTING                       | STD.   | STANDARD                          |
| MAX.          | MAXIMUM                        | TYP.   | TYPICAL                           |
| M.B.          | MAP BOOK                       | UG     | UNDERGROUND                       |
| MIN.          | MINIMUM                        |        |                                   |
| 679.3         | EXISTING SPOT ELEVATIONS       | ---    | EXISTING RIGHT OF WAY             |
| ---           | EXISTING CONTOURS              | ---    | EXISTING SEWER                    |
| ---           | EXISTING EASEMENT DELTA        | ---    | EXISTING SEWER FORCE MAIN         |
| ---           | EXISTING CABLE                 | ---    | EXISTING WATER                    |
| ---           | EXISTING IRRIGATION DRAIN LINE | ---    | EXISTING CITY / COUNTY LIMITS     |
| ---           | EXISTING EASEMENT              | ---    | TENTATIVE TRACT MAP BOUNDARY      |
| ---           | EXISTING ELECTRIC              | ---    | PROPOSED AND EXISTING CENTER LINE |
| ---           | EXISTING GAS                   | ---    | PROPOSED CURB                     |
| ---           | EXISTING IRRIGATION            | ---    | PROPOSED EASEMENT                 |
| ---           | EXISTING LOT LINE              | ---    | PROPOSED LOT LINE                 |
| ---           | EXISTING EDGE OF PAVEMENT      | ---    | PROPOSED RIGHT OF WAY             |
| ---           | EXISTING TELEPHONE             | ---    |                                   |



| IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA |                                                                                                                                                                                                                                |                           |
|----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| TENTATIVE TRACT MAP NO. 38434                                        |                                                                                                                                                                                                                                |                           |
| EXHIBIT DATE: AUGUST 25, 2023                                        |                                                                                                                                                                                                                                |                           |
| REVISIONS                                                            |                                                                                                                                                                                                                                |                           |
| NO.                                                                  | DATE                                                                                                                                                                                                                           | DESCRIPTION               |
|                                                                      |                                                                                                                                                                                                                                |                           |
| DATA TABLE                                                           |                                                                                                                                                                                                                                |                           |
| APPLICANT / LAND OWNER:                                              | REFUGE PALM DESERT, LLC                                                                                                                                                                                                        |                           |
| ADDRESS:                                                             | 1775 SKY PARK EAST, SUITE 101<br>IRVINE, CALIFORNIA 92614                                                                                                                                                                      |                           |
| CONTACT:                                                             | MARC KLEIMAN                                                                                                                                                                                                                   |                           |
| EXHIBIT PREPARER:                                                    | MSA CONSULTING, INC.                                                                                                                                                                                                           |                           |
| ADDRESS:                                                             | 34200 BOB HOPE DRIVE<br>RANCHO MIRAGE, CALIFORNIA 92270                                                                                                                                                                        |                           |
| CONTACT:                                                             | PAUL DEPALATIS, AICP                                                                                                                                                                                                           | TELEPHONE: (760) 320-9811 |
| SOURCE OF TOPOGRAPHY:                                                | INLAND AERIAL SURVEYS, INC.                                                                                                                                                                                                    |                           |
| ADDRESS:                                                             | 7117 ARLINGTON AVENUE, SUITE "A"<br>RIVERSIDE, CALIFORNIA 92503                                                                                                                                                                |                           |
| DATE OF TOPOGRAPHY:                                                  | OCTOBER 26, 2016                                                                                                                                                                                                               | TELEPHONE: (951) 687-4252 |
| ASSESSOR'S PARCEL NUMBER:                                            | 694-310-002, 694-310-003 & 694-310-006                                                                                                                                                                                         |                           |
| LEGAL DESCRIPTION:                                                   | A PORTION OF THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN.                                                                                                                             |                           |
| LAND USE DESCRIPTION:                                                | ACREAGE:                                                                                                                                                                                                                       |                           |
| EXISTING GROSS & NET ACREAGE                                         | 93.56 AC.                                                                                                                                                                                                                      |                           |
| PROPOSED RESIDENTIAL LOTS (LOTS 1 THRU 332)                          | 40.93 AC.                                                                                                                                                                                                                      |                           |
| PROPOSED CONDOMINIUM LOT (LOT 333)                                   | 14.28 AC.                                                                                                                                                                                                                      |                           |
| PROPOSED OPEN SPACE LOTS (LOTS "A" THRU "N")                         | 11.91 AC.                                                                                                                                                                                                                      |                           |
| PROPOSED CLUBHOUSE LOT (LOT "O")                                     | 4.74 AC.                                                                                                                                                                                                                       |                           |
| PROPOSED STREETS (STREETS "A" THRU "R")                              | 21.70 AC.                                                                                                                                                                                                                      |                           |
| EXISTING ZONING:                                                     | PLANNED RESIDENTIAL                                                                                                                                                                                                            |                           |
| PROPOSED ZONING:                                                     | PLANNED RESIDENTIAL                                                                                                                                                                                                            |                           |
| EXISTING GENERAL PLAN LAND USE:                                      | TOWN CENTER NEIGHBORHOOD                                                                                                                                                                                                       |                           |
| PROPOSED GENERAL PLAN LAND USE:                                      | TOWN CENTER NEIGHBORHOOD                                                                                                                                                                                                       |                           |
| PUBLIC UTILITY PURVEYORS:                                            |                                                                                                                                                                                                                                |                           |
| ELECTRIC:                                                            | SOUTHERN CALIFORNIA EDISON                                                                                                                                                                                                     | (760) 324-4991            |
| GAS:                                                                 | SOUTHERN CALIFORNIA GAS COMPANY                                                                                                                                                                                                | (800) 427-2200            |
| TELEPHONE:                                                           | FRONTIER COMMUNICATIONS                                                                                                                                                                                                        | (800) 921-8101            |
| WATER:                                                               | COACHELLA VALLEY WATER DISTRICT                                                                                                                                                                                                | (760) 398-2651            |
| CABLE:                                                               | SPECTRUM                                                                                                                                                                                                                       | (877) 719-3278            |
| SEWER:                                                               | COACHELLA VALLEY WATER DISTRICT                                                                                                                                                                                                | (760) 398-2651            |
| USA:                                                                 | UNDERGROUND SERVICE ALERT                                                                                                                                                                                                      | (800) 227-2600            |
| EXISTING EASEMENT NOTES:                                             |                                                                                                                                                                                                                                |                           |
| 1                                                                    | AN EASEMENT UP TO 50' RESERVATION IN FAVOR OF THE UNITED STATES OF AMERICA, FOR ROADWAY AND PUBLIC UTILITY PURPOSES, PER DOCUMENT NO. 86352, REC. 10/15/1960, O.R. (PLOTTED HEREON)                                            |                           |
| 2                                                                    | AN EASEMENT UP TO 33' RESERVATION IN FAVOR OF THE UNITED STATES OF AMERICA, FOR ROADWAY AND PUBLIC UTILITY PURPOSES, PER BK. 4811, PG. 137, REC. 05/06/1959, O.R. (PLOTTED HEREON)                                             |                           |
| FEMA FLOOD ZONE DESIGNATION:                                         |                                                                                                                                                                                                                                |                           |
| ZONE "X": AREA OF MINIMAL FLOOD HAZARD                               | AS SHOWN ON RIVERSIDE COUNTY, CALIFORNIA, FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL MAP NUMBER 06065C-15965                                                                                                                   |                           |
| EFFECTIVE DATE:                                                      | AUGUST 28, 2008.                                                                                                                                                                                                               |                           |
| LIQUEFACTION:                                                        | MODERATE LIQUEFACTION ZONE                                                                                                                                                                                                     |                           |
| NOTES:                                                               |                                                                                                                                                                                                                                |                           |
| 1.                                                                   | THIS MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER.                                                                                                                                                         |                           |
| 2.                                                                   | THERE ARE NO EXISTING DWELLINGS, BUILDINGS, OR OTHER STRUCTURES KNOWN ON THIS PROPERTY.                                                                                                                                        |                           |
| 3.                                                                   | ALL STREETS TO BE DEDICATED TO THE CITY FOR PUBLIC ACCESS AND UTILITY INSTALLATION AND ALL LETTERED LOTS (A THROUGH O) TO BE RETAINED BY OWNERSHIP FOR STORM DRAIN AND LANDSCAPE PURPOSES WITH HOA MAINTENANCE RESPONSIBILITY. |                           |







IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-2

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079 OF OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.



MSA CONSULTING, INC.

FEBRUARY - 2024

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" (DESERT OASIS DRIVE), "B" (CRYSTAL LAKE COURT), "C" (CHAMPAGNE CANYON COURT), "D" (SERENE VALLEY DRIVE), "E" (SUN VALLEY COURT), "F" (POPPYSEED TERRACE COURT), "G" (STARLIGHT CANYON COURT), "H" (MOONLIGHT MEADOW COURT), "P" (SERENITY RIDGE DRIVE), "Q" (GOLDEN SUN DRIVE), SHOWN AS "PUBLIC STREET"(S) ALL WITHIN THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS FOR PUBLIC UTILITY PURPOSES OVER LOTS "I" THROUGH "O" INCLUSIVE, SHOWN AS "OPEN SPACE" WITHIN THIS MAP.

WE HEREBY RETAIN FOR OPEN SPACE, LANDSCAPE AND STORM DRAIN PURPOSES, LOTS "I" THROUGH "O", INCLUSIVE FOR THE SOLE USE OF OURSELVES, OUR SUCCESSORS, AND ASSIGNEES.

PULTE HOME COMPANY, LLC  
A MICHIGAN LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
NAME: DARREN WARREN  
TITLE: DIVISION VICE PRESIDENT OF LAND ACQUISITION AND DEVELOPMENT

BY: \_\_\_\_\_  
NAME: ROBERT PARADISE  
TITLE: DIVISION VICE PRESIDENT OF LAND PLANNING AND DEVELOPMENT

SIGNATURE OMISSIONS  
SEE SHEET 2

NOTARY'S ACKNOWLEDGMENT  
SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PULTE HOME COMPANY, LLC, IN JULY, 2023.

I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED: \_\_\_\_\_

LUKE R. BEVERLY P.L.S. 8223



CITY ENGINEER'S STATEMENT

I, TIMOTHY R. JONASSON, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY OF PALM DESERT ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED: \_\_\_\_\_

TIMOTHY R. JONASSON R.C.E. 45843  
ACTING CITY ENGINEER



CITY SURVEYOR'S STATEMENT

I, MICHAEL D. MYERS, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED: \_\_\_\_\_

MICHAEL D. MYERS R.C.E. 30702  
ACTING CITY SURVEYOR



CITY CLERK'S STATEMENT

I, ANTHONY MEJIA, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, HEREBY STATE THAT SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, APPROVED THE WITHIN MAP OF TRACT MAP NO. 38434-2, AND ACCEPTS ON BEHALF OF THE PUBLIC.

LOTS "A" (DESERT OASIS DRIVE), "B" (CRYSTAL LAKE COURT), "C" (CHAMPAGNE CANYON COURT), "D" (SERENE VALLEY DRIVE), "E" (SUN VALLEY COURT), "F" (POPPYSEED TERRACE COURT), "G" (STARLIGHT CANYON COURT), "H" (MOONLIGHT MEADOW COURT), "P" (SERENITY RIDGE DRIVE), "Q" (GOLDEN SUN DRIVE), OFFERED FOR STREET AND PUBLIC UTILITY PURPOSES.

THE EASEMENTS OVER LOTS "I" THROUGH "O", INCLUSIVE, OFFERED FOR PUBLIC UTILITY PURPOSES; ALL AS DEDICATED AND SHOWN WITHIN THIS MAP.

DATED: \_\_\_\_\_

BY: ANTHONY MEJIA, CITY CLERK OF THE  
CITY OF PALM DESERT

RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF TRACT  
MAPS AT PAGES \_\_\_\_\_ AT THE REQUEST OF  
THE CITY CLERK OF THE CITY OF PALM DESERT.

NO. \_\_\_\_\_

FEE \_\_\_\_\_  
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: \_\_\_\_\_ DEPUTY

SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ \_\_\_\_\_.

DATED: \_\_\_\_\_, 20\_\_\_\_

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: \_\_\_\_\_, 20\_\_\_\_

CASH OR SURETY TAX BOND  
MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

SOILS REPORT

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PROJECT NO. 13629.001, WAS PREPARED BY LEIGHTON AND ASSOCIATES, INC., DATED AUGUST 10, 2022, AND AND IS ON FILE WITH THE CITY OF PALM DESERT, ENGINEERING DEPARTMENT.

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-2

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079 OF OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.



MSA CONSULTING, INC.

FEBRUARY - 2024

NOTARY’S 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 )  
COUNTY OF ) SS  
ON , BEFORE ME A 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.

SIGNATURE: MY PRINCIPAL PLACE OF BUSINESS  
IS COUNTY.

SIGNATURE OF NOTARY PUBLIC NOTARY COMMISSION NO.  
(PRINT NAME) MY COMMISSION EXPIRES

NOTARY’S 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 )  
COUNTY OF ) SS  
ON , BEFORE ME A 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  
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STATE OF )  
COUNTY OF ) SS  
ON , BEFORE ME A 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.

SIGNATURE: MY PRINCIPAL PLACE OF BUSINESS  
IS COUNTY.

SIGNATURE OF NOTARY PUBLIC NOTARY COMMISSION NO.  
(PRINT NAME) MY COMMISSION EXPIRES

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURE(S)  
OF THE FOLLOWING OWNER(S) OF EASEMENTS AND/OR OTHER INTERESTS HAVE  
BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

UNITED STATES OF AMERICA HOLDER OF RESERVATION FOR DITCHES AND CANALS PER  
INSTRUMENT NO. 9713, RECORDED MARCH 7, 1952 IN BOOK 1348, PAGE 68, O.R.

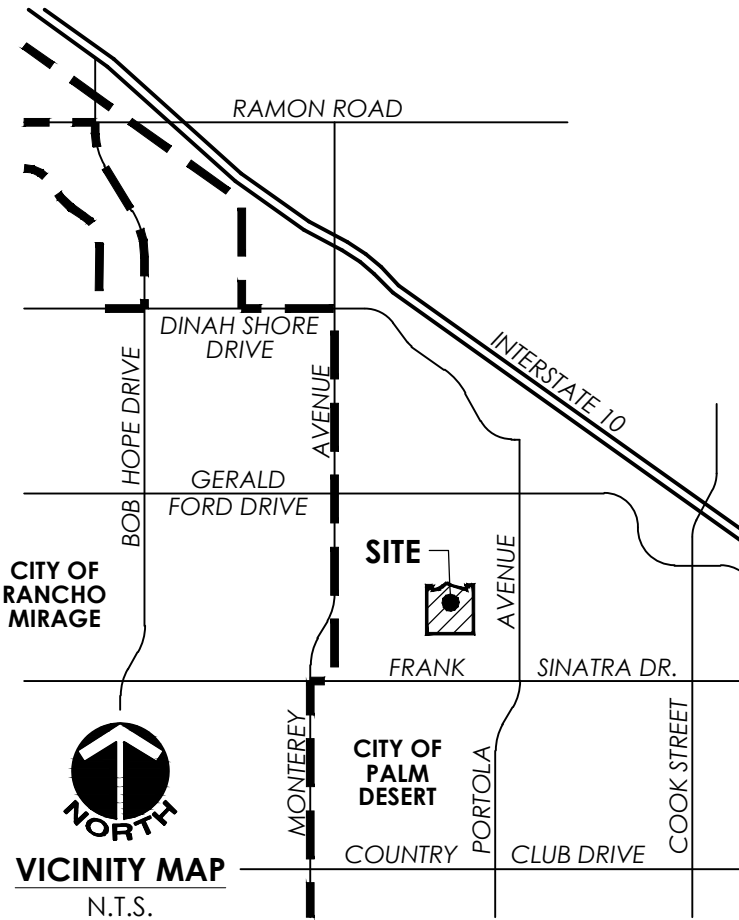
THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RESOLUTION OF  
THE BOARD OF DIRECTORS OF COACHELLA VALLEY WATER DIST." RECORDED AUGUST 06,  
2003 AS INSTRUMENT NO. 2003-597460 OF OFFICIAL RECORDS.

EASEMENTS, COVENANTS AND CONDITIONS CONTAINED IN THE DEED FROM THE SUCCESSOR  
AGENCY TO THE PALM DESERT REDEVELOPMENT AGENCY, AS GRANTOR, TO REFUGE PALM  
DESERT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED DECEMBER  
22, 2022 AS INSTRUMENT NO. 2022-0511498 OF OFFICIAL RECORDS.

EASEMENT NOTES

1. UNITED STATES OF AMERICA HOLDER OF RESERVATION FOR DITCHES AND CANALS PER  
INSTRUMENT NO. 9713, RECORDED MARCH 7, 1952 IN BOOK 1348, PAGE 68, O.R.  
(BLANKET IN NATURE)
2. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RESOLUTION OF  
THE BOARD OF DIRECTORS OF COACHELLA VALLEY WATER DIST." RECORDED AUGUST 06,  
2003 AS INSTRUMENT NO. 2003-597460 OF OFFICIAL RECORDS.
3. EASEMENTS, COVENANTS AND CONDITIONS CONTAINED IN THE DEED FROM THE SUCCESSOR  
AGENCY TO THE PALM DESERT REDEVELOPMENT AGENCY, AS GRANTOR, TO REFUGE PALM  
DESERT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, RECORDED DECEMBER  
22, 2022 AS INSTRUMENT NO. 2022-0511498 OF OFFICIAL RECORDS.

(A) INDICATES DEDICATED PUBLIC UTILITY EASEMENTS OVER LOTS "I" THROUGH "O" INCLUSIVE,  
IN FAVOR OF THE CITY OF PALM DESERT.



IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-2

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079 OF OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.



MSA CONSULTING, INC.

FEBRUARY - 2024

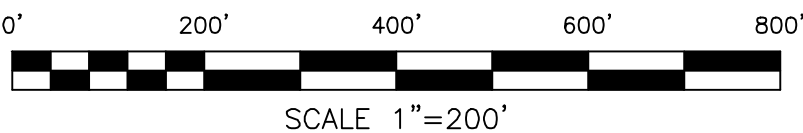
SURVEYOR'S NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTHERLY LINE OF THE NORTHEAST QUARTER (1/4) OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M., AS SHOWN ON RECORD OF SURVEY, ON FILE IN BOOK 160, AT PAGE 35, OF RECORDS OF SURVEY. TAKEN AS: N 89°55'15" E

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES FOUND 1" I.P. TAG "PLS 8223", FLUSH PER TRACT MAP 38434-1 M.B. 497/96-105.
- INDICATES SET 1" I.P. TAG "PLS 8223", FLUSH, UNLESS OTHERWISE NOTED
- △ INDICATES SET 1-1/4" BRASS DISK STAMPED "PLS 8223", FLUSH, IN A.C. PAV'T (RIV. CO. STD. TYPE "B" MON.), UNLESS OTHERWISE NOTED
- (-) INDICATES RECORD DATA
- R1 INDICATES RECORD DATA PER R.S. 128/93.
- R2 INDICATES RECORD DATA PER M.B. 289/15-26.
- R3 INDICATES RECORD DATA PER R.S. 160/35.
- R4 INDICATES RECORD DATA PER M.B. 260/30-33.
- R5 INDICATES RECORD DATA PER TRACT MAP 38434-1 M.B. 497/96-105.
- Ⓢ INDICATES CENTERLINE
- R/W INDICATES RIGHT-OF-WAY
- (R) INDICATES RADIAL BEARING
- ESP ESTABLISHED BY SINGLE PROPORTION

| LINE DATA |               |              |
|-----------|---------------|--------------|
| NO.       | BEARING       | LENGTH       |
| L1        | N 00°03'39" E | 36.86' (R5)  |
| L2        | N 90°00'00" E | 94.22' (R5)  |
| L3        | N 00°00'00" E | 44.06' (R5)  |
| L4        | N 90°00'00" W | 56.00' (R5)  |
| L5        | N 00°00'00" E | 88.00' (R5)  |
| L6        | N 90°00'00" E | 19.60' (R5)  |
| L7        | N 59°47'30" E | 136.16' (R5) |
| L8        | N 60°15'52" W | 139.49' (R5) |
| L9        | N 90°00'00" W | 2.02' (R5)   |
| L10       | N 00°00'00" E | 98.00' (R5)  |
| L11       | N 90°00'00" E | 56.00' (R5)  |
| L12       | N 00°00'00" E | 37.00' (R5)  |
| L13       | N 90°00'00" E | 93.09' (R5)  |
| L14       | N 89°58'51" W | 45.00' (R5)  |

| CURVE DATA |           |         |              |
|------------|-----------|---------|--------------|
| NO.        | DELTA     | RADIUS  | LENGTH       |
| C1         | 30°12'30" | 321.00' | 169.24' (R5) |
| C2         | 16°15'33" | 571.00' | 162.04' (R5) |
| C3         | 17°16'12" | 279.00' | 84.10' (R5)  |



MONUMENT NOTES

- FD. 1" I.P. W/TAG "LS 4547", DN 0.3', PER R.S. 128/93, ACCEPTED AS NORTH 1/4 COR. SEC. 32.
- FD. SPIKE & WASHER "LS 8508", FLUSH, PER CORNER RECORD 17-339, ACCEPTED AS S 1/4 SEC. 32.
- FD. NAIL & TAG "PLS 6697", FLUSH IN TOP OF WALL, PER M.B. 310/1-4, ACCEPTED AS SE COR. NW 1/4, SE 1/4.
- FD. 1" I.P. TAG "PLS 8223", FLUSH, PER R.S. 160/35.
- FD. 1" I.P. W/TAG "LS 4547", DN 0.8', PER R.S. 128/93, ACCEPTED AS CENTER 1/4 COR. SEC. 32.
- FD. NAIL & TAG "LS 3640", FLUSH IN TOP OF WALL, PER CERTIFICATE OF CORRECTION (MONUMENT SUBSTITUTION) INST. NO. 2014-0381321, REC. 10/07/2014, ACCEPTED AS SOUTHEAST COR. OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SEC. 32.

SEE SHEET 2 FOR EASEMENT NOTES  
SEE SHEETS 4 THROUGH 10 FOR  
DETAILED LOT DIMENSIONS

# INDICATES SHEET NUMBER



IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-2

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079 OF OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

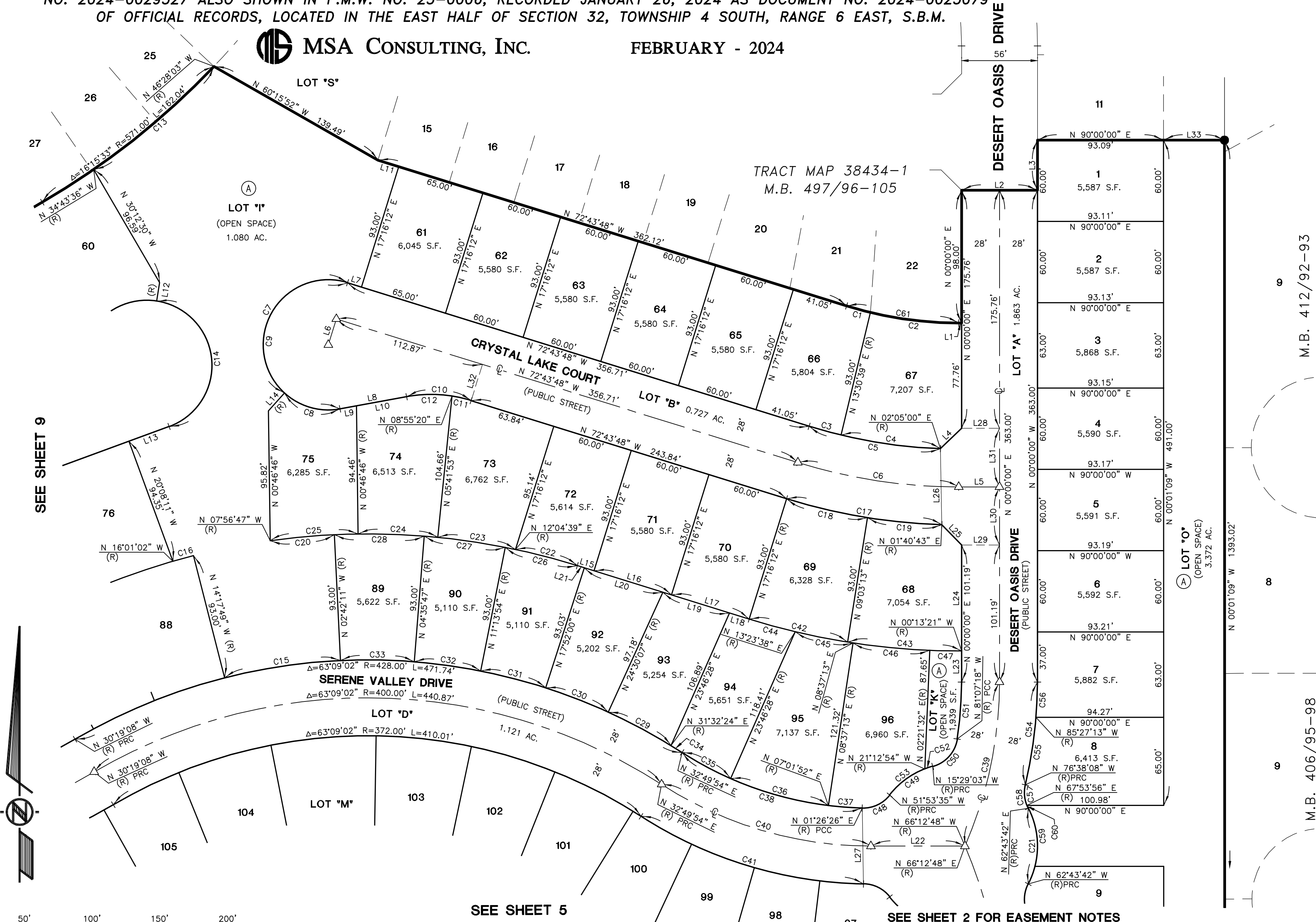


MSA CONSULTING, INC.

FEBRUARY - 2024

| CURVE DATA |            |         |         |
|------------|------------|---------|---------|
| NO.        | DELTA      | RADIUS  | LENGTH  |
| C1         | 03°45'33"  | 279.00' | 18.31'  |
| C2         | 13°30'39"  | 279.00' | 65.79'  |
| C3         | 03°45'33"  | 372.00' | 24.41'  |
| C4         | 11°25'39"  | 372.00' | 74.19'  |
| C5         | 15°11'12"  | 372.00' | 98.60'  |
| C6         | 17°16'12"  | 400.00' | 120.57' |
| C7         | 15°45'33"  | 48.00'  | 129.83' |
| C8         | 52°37'15"  | 48.00'  | 44.08'  |
| C9         | 207°35'48" | 48.00'  | 173.92' |
| C10        | 27°35'48"  | 100.00' | 48.17'  |
| C11        | 08°20'52"  | 100.00' | 14.57'  |
| C12        | 19°14'56"  | 100.00' | 33.60'  |
| C13        | 11°44'27"  | 571.00' | 117.01' |
| C14        | 150°58'06" | 48.00'  | 126.47' |
| C15        | 11°35'38"  | 428.00' | 86.61'  |
| C16        | 01°43'13"  | 521.00' | 15.64'  |
| C17        | 15°35'29"  | 428.00' | 116.47' |
| C18        | 08°12'59"  | 428.00' | 61.38'  |
| C19        | 07°22'30"  | 428.00' | 55.09'  |
| C20        | 05°14'36"  | 521.00' | 47.68'  |
| C21        | 54°32'36"  | 61.00'  | 58.07'  |
| C22        | 05°11'33"  | 521.00' | 47.22'  |
| C23        | 06°22'46"  | 521.00' | 58.01'  |
| C24        | 06°28'39"  | 521.00' | 58.90'  |
| C25        | 07°10'01"  | 521.00' | 65.17'  |
| C26        | 06°02'18"  | 521.00' | 54.91'  |
| C27        | 06°38'07"  | 521.00' | 60.34'  |
| C28        | 07°17'58"  | 521.00' | 66.38'  |
| C29        | 07°02'17"  | 428.00' | 52.57'  |
| C30        | 06°38'07"  | 428.00' | 49.57'  |
| C31        | 06°38'06"  | 428.00' | 49.56'  |
| C32        | 06°38'07"  | 428.00' | 49.57'  |
| C33        | 07°17'58"  | 428.00' | 54.53'  |
| C34        | 01°17'30"  | 428.00' | 9.65'   |
| C35        | 09°03'26"  | 257.00' | 40.63'  |
| C36        | 16°44'36"  | 257.00' | 75.10'  |
| C37        | 05°35'26"  | 257.00' | 25.08'  |
| C38        | 31°23'28"  | 257.00' | 140.80' |
| C39        | 23°47'12"  | 300.00' | 124.55' |
| C40        | 32°49'54"  | 285.00' | 163.31' |
| C41        | 31°49'35"  | 313.00' | 173.86' |
| C42        | 08°12'59"  | 521.00' | 74.71'  |
| C43        | 09°16'34"  | 521.00' | 84.35'  |
| C44        | 03°52'34"  | 521.00' | 35.25'  |
| C45        | 04°46'25"  | 521.00' | 43.41'  |
| C46        | 06°15'41"  | 521.00' | 56.94'  |
| C47        | 02°34'53"  | 521.00' | 23.47'  |
| C48        | 53°20'01"  | 25.00'  | 23.27'  |
| C49        | 36°24'32"  | 61.00'  | 38.76'  |
| C50        | 65°38'15"  | 25.00'  | 28.64'  |
| C51        | 08°52'42"  | 272.00' | 42.15'  |
| C52        | 05°43'51"  | 61.00'  | 6.10'   |
| C53        | 30°40'41"  | 61.00'  | 32.66'  |
| C54        | 13°21'52"  | 328.00' | 76.51'  |
| C55        | 08°49'05"  | 328.00' | 50.48'  |
| C56        | 04°32'47"  | 328.00' | 26.03'  |
| C57        | 35°27'56"  | 25.00'  | 15.47'  |
| C58        | 40°38'10"  | 25.00'  | 17.73'  |
| C59        | 41°30'24"  | 61.00'  | 44.19'  |
| C60        | 05°10'14"  | 25.00'  | 2.26'   |
| C61        | 17°16'12"  | 279.00' | 84.10'  |

| LINE DATA |               |        |
|-----------|---------------|--------|
| NO.       | BEARING       | LENGTH |
| L1        | N 90°00'00" E | 2.02'  |
| L2        | N 90°00'00" E | 56.00' |
| L3        | N 00°00'00" E | 37.00' |
| L4        | N 46°02'30" E | 21.60' |
| L5        | N 90°00'00" E | 30.02' |
| L6        | N 17°16'12" E | 20.00' |
| L7        | N 72°43'48" W | 10.66' |
| L8        | N 79°40'24" E | 50.00' |
| L9        | N 79°40'24" E | 12.33' |
| L10       | N 79°40'24" E | 37.67' |
| L11       | N 72°43'48" W | 16.07' |
| L12       | N 08°53'43" E | 13.86' |
| L13       | N 69°51'49" E | 31.49' |
| L14       | N 42°17'39" E | 17.71' |
| L15       | N 72°43'48" W | 12.85' |
| L16       | N 72°43'48" W | 60.00' |
| L17       | N 72°43'48" W | 60.00' |
| L18       | N 72°43'48" W | 15.24' |
| L19       | N 72°43'48" W | 51.50' |
| L20       | N 72°43'48" W | 60.69' |
| L21       | N 72°43'48" W | 5.43'  |
| L22       | N 90°00'00" E | 69.35' |
| L23       | N 00°00'00" E | 23.00' |
| L24       | N 00°00'00" E | 78.19' |
| L25       | N 44°09'38" W | 20.90' |
| L26       | N 01°00'23" W | 56.07' |
| L27       | N 00°59'27" W | 56.04' |
| L28       | N 90°00'00" E | 28.00' |
| L29       | N 90°00'00" E | 28.00' |
| L30       | N 00°00'00" E | 42.81' |
| L31       | N 00°00'00" E | 43.24' |
| L32       | N 17°16'12" E | 28.00' |
| L33       | N 89°58'51" E | 45.00' |



SEE SHEET 2 FOR EASEMENT NOTES  
SEE SHEET 3 FOR SURVEYOR'S NOTES,  
AND BOUNDARY DIMENSIONS  
SEE SHEET 10 FOR LOT "M" AND "O" IN ITS ENTIRETY

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-2

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079 OF OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

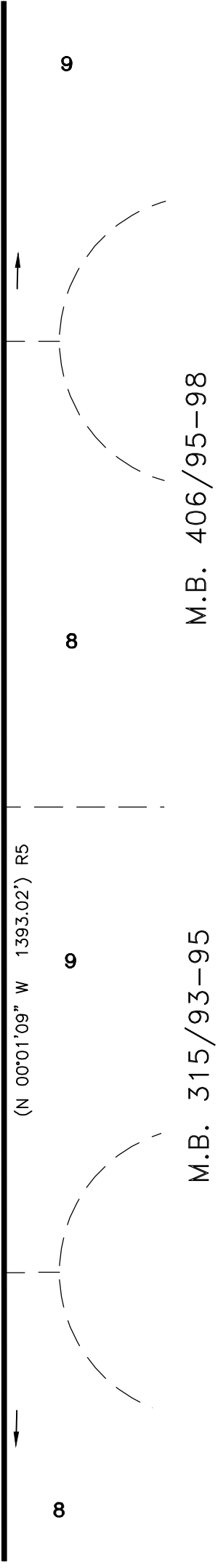
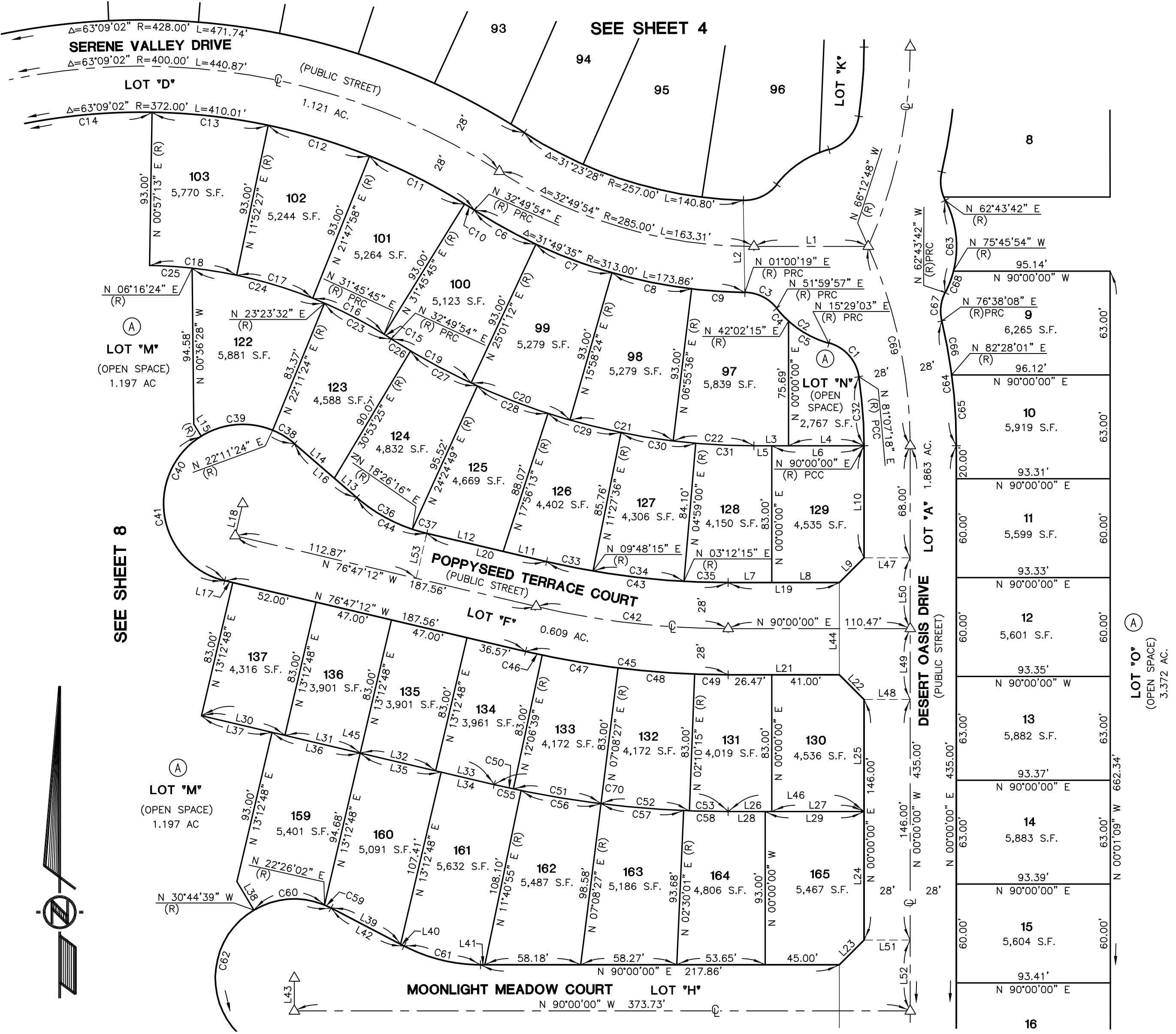
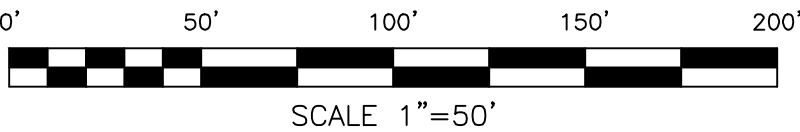


MSA CONSULTING, INC.

FEBRUARY - 2024

| CURVE DATA |            |         |         |
|------------|------------|---------|---------|
| NO.        | DELTA      | RADIUS  | LENGTH  |
| C1         | 65°38'15"  | 25.00'  | 28.64'  |
| C2         | 36°30'54"  | 61.00'  | 38.88'  |
| C3         | 50°59'38"  | 25.00'  | 22.25'  |
| C4         | 09°57'42"  | 61.00'  | 10.61'  |
| C5         | 26°33'12"  | 61.00'  | 28.27'  |
| C6         | 07°48'42"  | 313.00' | 42.67'  |
| C7         | 09°02'48"  | 313.00' | 49.42'  |
| C8         | 09°02'48"  | 313.00' | 49.42'  |
| C9         | 05°55'17"  | 313.00' | 32.35'  |
| C10        | 01°04'09"  | 372.00' | 6.94'   |
| C11        | 09°57'47"  | 372.00' | 64.69'  |
| C12        | 09°55'31"  | 372.00' | 64.44'  |
| C13        | 10°55'14"  | 372.00' | 70.90'  |
| C14        | 12°02'23"  | 372.00' | 78.17'  |
| C15        | 01°04'09"  | 279.00' | 5.21'   |
| C16        | 09°57'47"  | 279.00' | 48.51'  |
| C17        | 09°55'31"  | 279.00' | 48.33'  |
| C18        | 10°55'14"  | 279.00' | 53.18'  |
| C19        | 07°48'42"  | 406.00' | 55.35'  |
| C20        | 09°02'48"  | 406.00' | 64.11'  |
| C21        | 09°02'48"  | 406.00' | 64.11'  |
| C22        | 06°55'36"  | 406.00' | 49.08'  |
| C23        | 09°26'22"  | 279.00' | 45.97'  |
| C24        | 17°07'08"  | 279.00' | 83.36'  |
| C25        | 05°19'11"  | 279.00' | 25.90'  |
| C26        | 01°56'29"  | 406.00' | 13.76'  |
| C27        | 06°28'36"  | 406.00' | 45.89'  |
| C28        | 06°28'36"  | 406.00' | 45.89'  |
| C29        | 06°28'37"  | 406.00' | 45.90'  |
| C30        | 06°28'36"  | 406.00' | 45.89'  |
| C31        | 04°59'00"  | 406.00' | 35.31'  |
| C32        | 08°52'42"  | 272.00' | 42.15'  |
| C33        | 03°24'33"  | 482.00' | 28.68'  |
| C34        | 06°36'00"  | 482.00' | 55.52'  |
| C35        | 03°12'15"  | 482.00' | 26.96'  |
| C36        | 22°22'20"  | 100.00' | 39.05'  |
| C37        | 05°13'28"  | 100.00' | 9.12'   |
| C38        | 18°37'12"  | 48.00'  | 15.60'  |
| C39        | 53°44'03"  | 48.00'  | 45.02'  |
| C40        | 207°35'48" | 48.00'  | 173.92' |
| C41        | 135°14'33" | 48.00'  | 113.30' |
| C42        | 13°12'48"  | 510.00' | 117.61' |
| C43        | 13°12'48"  | 482.00' | 111.16' |
| C44        | 27°35'48"  | 100.00' | 48.17'  |
| C45        | 13°12'48"  | 538.00' | 124.07' |
| C46        | 01°06'09"  | 538.00' | 10.35'  |
| C47        | 04°58'12"  | 538.00' | 46.67'  |
| C48        | 04°58'12"  | 538.00' | 46.67'  |
| C49        | 02°10'15"  | 538.00' | 20.38'  |
| C50        | 01°06'09"  | 621.00' | 11.95'  |
| C51        | 04°58'12"  | 621.00' | 53.87'  |
| C52        | 04°58'12"  | 621.00' | 53.87'  |
| C53        | 02°10'15"  | 621.00' | 23.53'  |
| C54        | 01°31'53"  | 621.00' | 16.60'  |
| C55        | 04°32'28"  | 621.00' | 49.22'  |
| C56        | 04°38'26"  | 621.00' | 50.30'  |
| C57        | 02°30'01"  | 621.00' | 27.10'  |
| C58        | 05°09'46"  | 48.00'  | 4.33'   |
| C59        | 53°10'41"  | 48.00'  | 44.55'  |
| C60        | 27°35'48"  | 100.00' | 48.17'  |
| C61        | 207°35'48" | 48.00'  | 173.92' |
| C62        | 54°32'36"  | 61.00'  | 58.07'  |
| C63        | 13°21'52"  | 328.00' | 76.51'  |
| C64        | 07°31'59"  | 328.00' | 43.12'  |
| C65        | 05°49'53"  | 328.00' | 33.38'  |
| C66        | 40°38'10"  | 25.00'  | 17.73'  |
| C67        | 13°02'12"  | 61.00'  | 13.88'  |
| C68        | 23°47'12"  | 300.00' | 124.55' |
| C69        | 13°12'48"  | 621.00' | 143.21' |

| LINE DATA |               |         |
|-----------|---------------|---------|
| NO.       | BEARING       | LENGTH  |
| L1        | N 90°00'00" E | 69.35'  |
| L2        | N 00°59'27" W | 56.04'  |
| L3        | N 90°00'00" E | 20.99'  |
| L4        | N 90°00'00" E | 45.85'  |
| L5        | N 90°00'00" E | 10.84'  |
| L6        | N 90°00'00" E | 56.00'  |
| L7        | N 90°00'00" E | 26.47'  |
| L8        | N 90°00'00" E | 41.00'  |
| L9        | N 45°00'00" E | 21.21'  |
| L10       | N 00°00'00" E | 68.00'  |
| L11       | N 76°47'12" W | 27.07'  |
| L12       | N 76°47'12" W | 47.63'  |
| L13       | N 49°11'24" W | 18.05'  |
| L14       | N 49°11'24" W | 31.95'  |
| L15       | N 31°32'39" W | 8.70'   |
| L16       | N 49°11'24" W | 50.00'  |
| L17       | N 76°47'12" W | 4.99'   |
| L18       | N 13°12'48" E | 20.00'  |
| L19       | N 90°00'00" E | 67.47'  |
| L20       | N 76°47'12" W | 74.69'  |
| L21       | N 90°00'00" E | 67.47'  |
| L22       | N 45°00'00" W | 21.21'  |
| L23       | N 45°00'00" E | 21.21'  |
| L24       | N 00°00'00" W | 78.00'  |
| L25       | N 00°00'00" W | 68.00'  |
| L26       | N 90°00'00" E | 26.47'  |
| L27       | N 90°00'00" E | 56.00'  |
| L28       | N 90°00'00" E | 22.47'  |
| L29       | N 90°00'00" E | 60.00'  |
| L30       | N 76°47'12" W | 52.00'  |
| L31       | N 76°47'12" W | 47.00'  |
| L32       | N 76°47'12" W | 47.00'  |
| L33       | N 76°47'12" W | 36.57'  |
| L34       | N 76°47'12" W | 33.14'  |
| L35       | N 76°47'12" W | 50.43'  |
| L36       | N 76°47'12" W | 55.00'  |
| L37       | N 76°47'12" W | 44.00'  |
| L38       | N 30°44'39" W | 20.16'  |
| L39       | N 62°24'12" W | 47.70'  |
| L40       | N 62°24'12" W | 2.30'   |
| L41       | N 90°00'00" E | 2.76'   |
| L42       | N 62°24'12" W | 50.00'  |
| L43       | N 00°00'00" E | 20.00'  |
| L44       | N 00°00'00" E | 56.00'  |
| L45       | N 76°47'12" W | 182.57' |
| L46       | N 90°00'00" E | 82.47'  |
| L47       | N 90°00'00" E | 28.00'  |
| L48       | N 90°00'00" E | 28.00'  |
| L49       | N 00°00'00" W | 43.00'  |
| L50       | N 00°00'00" E | 43.00'  |
| L51       | N 90°00'00" E | 28.00'  |
| L52       | N 00°00'00" W | 43.00'  |
| L53       | N 13°12'48" E | 28.00'  |



SEE SHEET 6

SEE SHEET 2 FOR EASEMENT NOTES  
SEE SHEET 3 FOR SURVEYOR'S NOTES,  
AND BOUNDARY DIMENSIONS  
SEE SHEET 10 FOR LOT "M" AND "O" IN ITS ENTIRETY

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-2

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079 OF OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

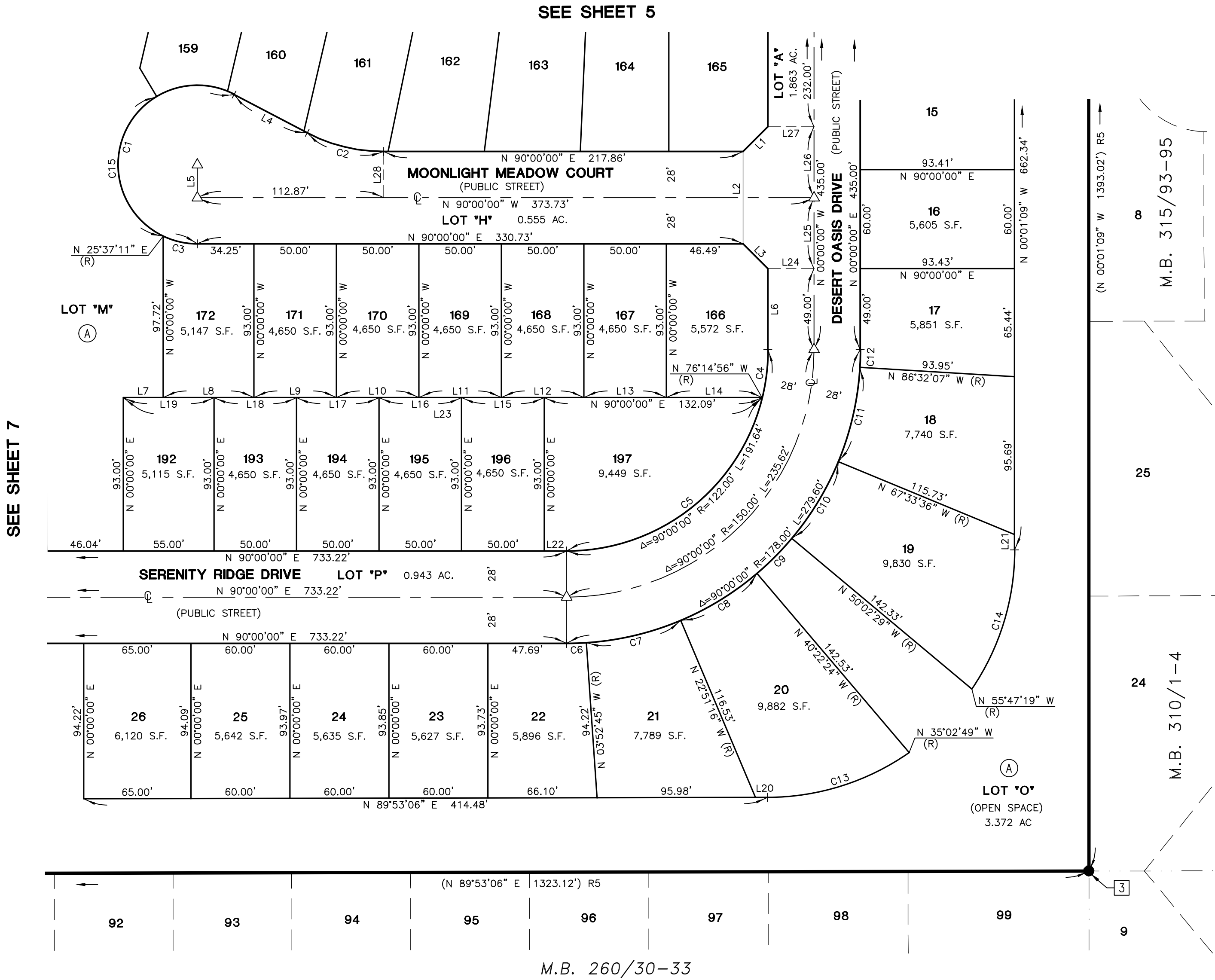
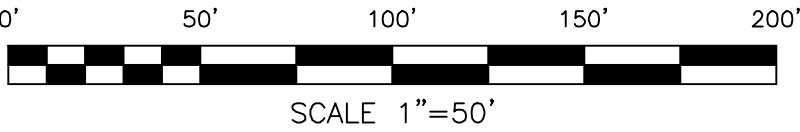
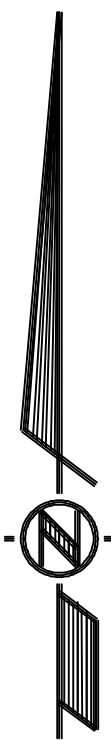


MSA CONSULTING, INC.

FEBRUARY - 2024

| LINE DATA |               |         |
|-----------|---------------|---------|
| NO.       | BEARING       | LENGTH  |
| L1        | N 45°00'00" E | 21.21'  |
| L2        | N 00°00'00" E | 56.00'  |
| L3        | N 45°00'00" W | 21.21'  |
| L4        | N 62°24'12" W | 50.00'  |
| L5        | N 00°00'00" E | 20.00'  |
| L6        | N 00°00'00" E | 49.00'  |
| L7        | N 90°00'00" W | 24.10'  |
| L8        | N 90°00'00" E | 55.00'  |
| L9        | N 90°00'00" E | 50.00'  |
| L10       | N 90°00'00" E | 50.00'  |
| L11       | N 90°00'00" E | 50.00'  |
| L12       | N 90°00'00" E | 50.00'  |
| L13       | N 90°00'00" E | 50.00'  |
| L14       | N 90°00'00" E | 57.99'  |
| L15       | N 90°00'00" E | 50.00'  |
| L16       | N 90°00'00" E | 50.00'  |
| L17       | N 90°00'00" E | 50.00'  |
| L18       | N 90°00'00" E | 50.00'  |
| L19       | N 90°00'00" E | 55.00'  |
| L20       | N 89°53'06" E | 7.40'   |
| L21       | N 00°01'09" W | 9.22'   |
| L22       | N 90°00'00" E | 13.59'  |
| L23       | N 90°00'00" E | 387.09' |
| L24       | N 90°00'00" E | 28.00'  |
| L25       | N 00°00'00" E | 43.00'  |
| L26       | N 00°00'00" W | 43.00'  |
| L27       | N 90°00'00" E | 28.00'  |
| L28       | N 00°00'00" E | 28.00'  |

| CURVE DATA |            |         |         |
|------------|------------|---------|---------|
| NO.        | DELTA      | RADIUS  | LENGTH  |
| C1         | 207°35'48" | 48.00'  | 173.92' |
| C2         | 27°35'48"  | 100.00' | 48.17'  |
| C3         | 25°37'11"  | 48.00'  | 21.46'  |
| C4         | 13°45'04"  | 122.00' | 29.28'  |
| C5         | 76°14'56"  | 122.00' | 162.36' |
| C6         | 03°52'45"  | 178.00' | 12.05'  |
| C7         | 18°58'31"  | 178.00' | 58.95'  |
| C8         | 17°31'08"  | 178.00' | 54.43'  |
| C9         | 09°40'05"  | 178.00' | 30.04'  |
| C10        | 17°31'07"  | 178.00' | 54.42'  |
| C11        | 18°58'31"  | 178.00' | 58.95'  |
| C12        | 03°27'53"  | 178.00' | 10.76'  |
| C13        | 34°55'55"  | 150.00' | 91.45'  |
| C14        | 34°13'50"  | 150.00' | 89.62'  |
| C15        | 123°38'10" | 48.00'  | 103.58' |



IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-2

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079 OF OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

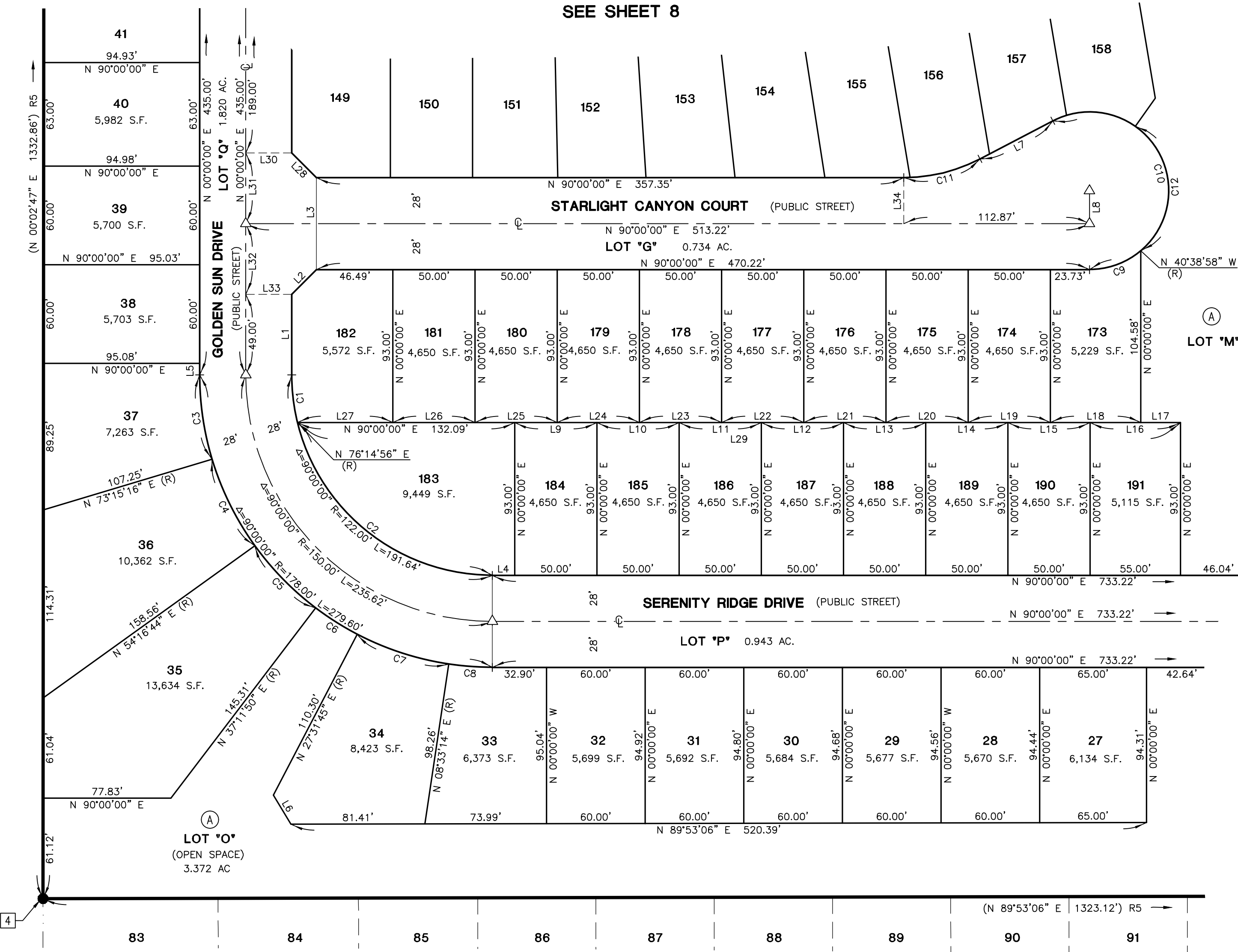


MSA CONSULTING, INC.

FEBRUARY - 2024

| CURVE DATA |            |         |         |
|------------|------------|---------|---------|
| NO.        | DELTA      | RADIUS  | LENGTH  |
| C1         | 13°45'04"  | 122.00' | 29.28'  |
| C2         | 76°14'56"  | 122.00' | 162.36' |
| C3         | 16°44'44"  | 178.00' | 52.02'  |
| C4         | 18°58'32"  | 178.00' | 58.95'  |
| C5         | 17°04'54"  | 178.00' | 53.07'  |
| C6         | 09°40'05"  | 178.00' | 30.04'  |
| C7         | 18°58'31"  | 178.00' | 58.95'  |
| C8         | 08°33'14"  | 178.00' | 26.57'  |
| C9         | 40°38'58"  | 48.00'  | 34.05'  |
| C10        | 207°35'48" | 48.00'  | 173.92' |
| C11        | 27°35'48"  | 100.00' | 48.17'  |
| C12        | 103°56'01" | 48.00'  | 87.07'  |

| LINE DATA |               |         |
|-----------|---------------|---------|
| NO.       | BEARING       | LENGTH  |
| L1        | N 00°00'00" E | 49.00'  |
| L2        | N 45°00'00" E | 21.21'  |
| L3        | N 00°00'00" W | 56.00'  |
| L4        | N 90°00'00" E | 13.59'  |
| L5        | N 00°00'00" E | 7.06'   |
| L6        | N 31°17'34" W | 20.71'  |
| L7        | N 62°24'12" E | 50.00'  |
| L8        | N 00°00'00" E | 20.00'  |
| L9        | N 90°00'00" W | 50.00'  |
| L10       | N 90°00'00" W | 50.00'  |
| L11       | N 90°00'00" W | 50.00'  |
| L12       | N 90°00'00" W | 50.00'  |
| L13       | N 90°00'00" W | 50.00'  |
| L14       | N 90°00'00" W | 50.00'  |
| L15       | N 90°00'00" W | 50.00'  |
| L16       | N 90°00'00" E | 55.00'  |
| L17       | N 90°00'00" E | 24.10'  |
| L18       | N 90°00'00" E | 55.00'  |
| L19       | N 90°00'00" E | 50.00'  |
| L20       | N 90°00'00" E | 50.00'  |
| L21       | N 90°00'00" E | 50.00'  |
| L22       | N 90°00'00" E | 50.00'  |
| L23       | N 90°00'00" E | 50.00'  |
| L24       | N 90°00'00" E | 50.00'  |
| L25       | N 90°00'00" E | 50.00'  |
| L26       | N 90°00'00" E | 50.00'  |
| L27       | N 90°00'00" E | 57.99'  |
| L28       | N 45°00'00" W | 21.21'  |
| L29       | N 90°00'00" E | 537.09' |
| L30       | N 90°00'00" E | 28.00'  |
| L31       | N 00°00'00" W | 43.00'  |
| L32       | N 00°00'00" E | 43.00'  |
| L33       | N 90°00'00" E | 28.00'  |
| L34       | N 00°00'00" E | 28.00'  |



SEE SHEET 2 FOR EASEMENT NOTES  
SEE SHEET 3 FOR SURVEYOR'S NOTES,  
AND BOUNDARY DIMENSIONS  
SEE SHEET 10 FOR LOT \*M\* AND \*O\* IN ITS ENTIRETY



IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-2

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079 OF OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

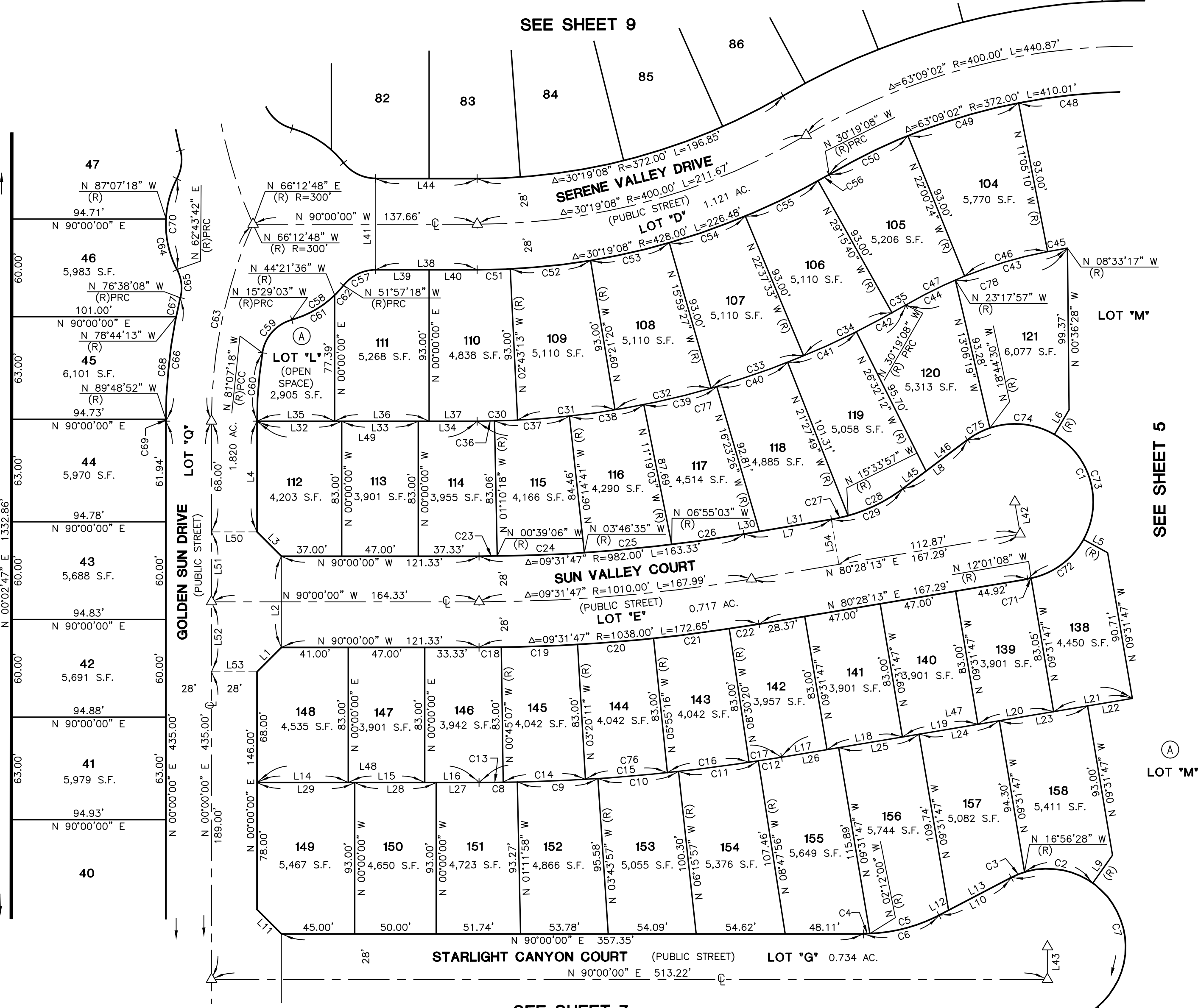
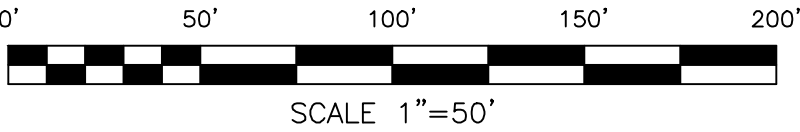
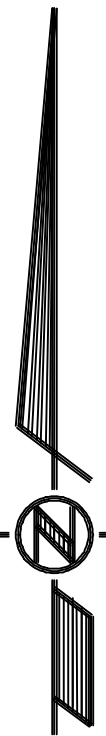


MSA CONSULTING, INC.

FEBRUARY - 2024

| LINE DATA |               |         |
|-----------|---------------|---------|
| NO.       | BEARING       | LENGTH  |
| L1        | N 45°00'00" E | 21.21'  |
| L2        | N 00°00'00" E | 56.00'  |
| L3        | N 45°00'00" W | 21.21'  |
| L4        | N 00°00'00" W | 68.00'  |
| L5        | N 61°16'03" W | 17.06'  |
| L6        | N 30°29'56" E | 17.68'  |
| L7        | N 80°28'13" E | 54.42'  |
| L8        | N 52°52'25" E | 50.00'  |
| L9        | N 35°25'01" E | 21.09'  |
| L10       | N 62°24'12" E | 50.00'  |
| L11       | N 45°00'00" W | 21.21'  |
| L12       | N 62°24'12" E | 6.55'   |
| L13       | N 62°24'12" E | 43.45'  |
| L14       | N 90°00'00" W | 56.00'  |
| L15       | N 90°00'00" E | 47.00'  |
| L16       | N 90°00'00" E | 33.33'  |
| L17       | N 80°28'13" E | 28.37'  |
| L18       | N 80°28'13" E | 47.00'  |
| L19       | N 80°28'13" E | 47.00'  |
| L20       | N 80°28'13" E | 47.00'  |
| L21       | N 80°28'13" E | 49.00'  |
| L22       | N 80°28'13" E | 27.80'  |
| L23       | N 80°28'13" E | 55.00'  |
| L24       | N 80°28'13" E | 50.00'  |
| L25       | N 80°28'13" E | 50.00'  |
| L26       | N 80°28'13" E | 35.57'  |
| L27       | N 90°00'00" W | 26.33'  |
| L28       | N 90°00'00" E | 50.00'  |
| L29       | N 90°00'00" W | 60.00'  |
| L30       | N 80°28'13" E | 9.58'   |
| L31       | N 80°28'13" E | 44.84'  |
| L32       | N 90°00'00" E | 52.00'  |
| L33       | N 90°00'00" E | 47.00'  |
| L34       | N 90°00'00" W | 36.14'  |
| L35       | N 90°00'00" E | 47.65'  |
| L36       | N 90°00'00" W | 58.00'  |
| L37       | N 90°00'00" E | 29.49'  |
| L38       | N 90°00'00" W | 62.42'  |
| L39       | N 90°00'00" E | 32.92'  |
| L40       | N 90°00'00" W | 29.49'  |
| L41       | N 00°00'00" E | 56.00'  |
| L42       | N 09°31'47" W | 20.00'  |
| L43       | N 00°00'00" E | 20.00'  |
| L44       | N 90°00'00" W | 62.42'  |
| L45       | N 52°52'25" E | 17.92'  |
| L46       | N 52°52'25" E | 32.08'  |
| L47       | N 80°28'13" E | 218.37' |
| L48       | N 90°00'00" E | 136.33' |
| L49       | N 90°00'00" W | 135.14' |
| L50       | N 90°00'00" E | 28.00'  |
| L51       | N 00°00'00" W | 43.00'  |
| L52       | N 00°00'00" E | 43.00'  |
| L53       | N 90°00'00" E | 28.00'  |
| L54       | N 09°31'47" W | 28.00'  |

M.B. 289/15-26



| CURVE DATA |            |          |         |
|------------|------------|----------|---------|
| NO.        | DELTA      | RADIUS   | LENGTH  |
| C1         | 207°35'48" | 48.00'   | 173.92' |
| C2         | 52°21'29"  | 48.00'   | 43.86'  |
| C3         | 10°39'20"  | 48.00'   | 8.93'   |
| C4         | 02°12'00"  | 100.00'  | 3.84'   |
| C5         | 25°23'48"  | 100.00'  | 44.33'  |
| C6         | 27°35'48"  | 100.00'  | 48.17'  |
| C7         | 207°35'48" | 48.00'   | 173.92' |
| C8         | 01°11'58"  | 1121.00' | 23.47'  |
| C9         | 02°31'59"  | 1121.00' | 49.56'  |
| C10        | 02°32'00"  | 1121.00' | 49.57'  |
| C11        | 02°31'59"  | 1121.00' | 49.56'  |
| C12        | 00°43'51"  | 1121.00' | 14.30'  |
| C13        | 00°45'07"  | 1121.00' | 14.71'  |
| C14        | 02°35'04"  | 1121.00' | 50.57'  |
| C15        | 02°35'05"  | 1121.00' | 50.57'  |
| C16        | 02°35'04"  | 1121.00' | 50.57'  |
| C17        | 01°01'27"  | 1121.00' | 20.04'  |
| C18        | 00°45'07"  | 1038.00' | 13.62'  |
| C19        | 02°35'04"  | 1038.00' | 46.82'  |
| C20        | 02°35'05"  | 1038.00' | 46.83'  |
| C21        | 02°35'04"  | 1038.00' | 46.82'  |
| C22        | 01°01'27"  | 1038.00' | 18.55'  |
| C23        | 00°39'06"  | 982.00'  | 11.17'  |
| C24        | 03°07'29"  | 982.00'  | 53.56'  |
| C25        | 03°08'28"  | 982.00'  | 53.84'  |
| C26        | 02°36'44"  | 982.00'  | 44.77'  |
| C27        | 06°02'10"  | 100.00'  | 10.54'  |
| C28        | 21°33'38"  | 100.00'  | 37.63'  |
| C29        | 27°35'48"  | 100.00'  | 48.17'  |
| C30        | 02°43'13"  | 521.00'  | 24.74'  |
| C31        | 06°38'07"  | 521.00'  | 60.34'  |
| C32        | 06°38'07"  | 521.00'  | 60.34'  |
| C33        | 06°38'06"  | 521.00'  | 60.33'  |
| C34        | 06°38'07"  | 521.00'  | 60.34'  |
| C35        | 01°03'28"  | 521.00'  | 9.62'   |
| C36        | 01°10'18"  | 521.00'  | 10.65'  |
| C37        | 05°04'23"  | 521.00'  | 46.13'  |
| C38        | 05°04'22"  | 521.00'  | 46.13'  |
| C39        | 05°04'23"  | 521.00'  | 46.13'  |
| C40        | 05°04'23"  | 521.00'  | 46.13'  |
| C41        | 05°04'23"  | 521.00'  | 46.13'  |
| C42        | 03°46'56"  | 521.00'  | 34.39'  |
| C43        | 14°44'40"  | 279.00'  | 71.80'  |
| C44        | 07°01'11"  | 279.00'  | 34.18'  |
| C45        | 02°31'53"  | 279.00'  | 12.33'  |
| C46        | 10°55'14"  | 279.00'  | 53.18'  |
| C47        | 08°18'44"  | 279.00'  | 40.48'  |
| C48        | 12°02'23"  | 372.00'  | 78.17'  |
| C49        | 10°55'14"  | 372.00'  | 70.90'  |
| C50        | 08°18'44"  | 372.00'  | 53.97'  |
| C51        | 02°43'13"  | 428.00'  | 20.32'  |
| C52        | 06°38'07"  | 428.00'  | 49.57'  |
| C53        | 06°38'07"  | 428.00'  | 49.57'  |
| C54        | 06°38'06"  | 428.00'  | 49.56'  |
| C55        | 06°38'07"  | 428.00'  | 49.57'  |
| C56        | 01°03'28"  | 428.00'  | 7.90'   |
| C57        | 51°57'18"  | 25.00'   | 22.67'  |
| C58        | 36°28'15"  | 61.00'   | 38.83'  |
| C59        | 65°38'15"  | 25.00'   | 28.64'  |
| C60        | 08°52'42"  | 272.00'  | 42.15'  |
| C61        | 28°52'33"  | 61.00'   | 30.74'  |
| C62        | 07°35'42"  | 61.00'   | 8.09'   |
| C63        | 23°47'12"  | 300.00'  | 124.55' |
| C64        | 30°09'00"  | 61.00'   | 32.10'  |
| C65        | 40°38'10"  | 25.00'   | 17.73'  |
| C66        | 13°21'52"  | 328.00'  | 76.51'  |
| C67        | 02°06'05"  | 328.00'  | 12.03'  |
| C68        | 11°04'39"  | 328.00'  | 63.42'  |
| C69        | 00°11'08"  | 328.00'  | 1.06'   |
| C70        | 54°32'36"  | 61.00'   | 58.07'  |
| C71        | 02°29'21"  | 48.00'   | 2.09'   |
| C72        | 49°14'55"  | 48.00'   | 41.26'  |
| C73        | 88°14'01"  | 48.00'   | 73.92'  |
| C74        | 49°14'26"  | 48.00'   | 41.25'  |
| C75        | 18°23'05"  | 48.00'   | 15.40'  |
| C76        | 09°31'47"  | 1121.00' | 186.45' |
| C77        | 30°19'08"  | 521.00'  | 275.69' |
| C78        | 21°45'51"  | 279.00'  | 105.98' |

SEE SHEET 2 FOR EASEMENT NOTES  
SEE SHEET 3 FOR SURVEYOR'S NOTES,  
AND BOUNDARY DIMENSIONS  
SEE SHEET 10 FOR LOT "M" IN ITS ENTIRETY

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 38434-2

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079 OF OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.



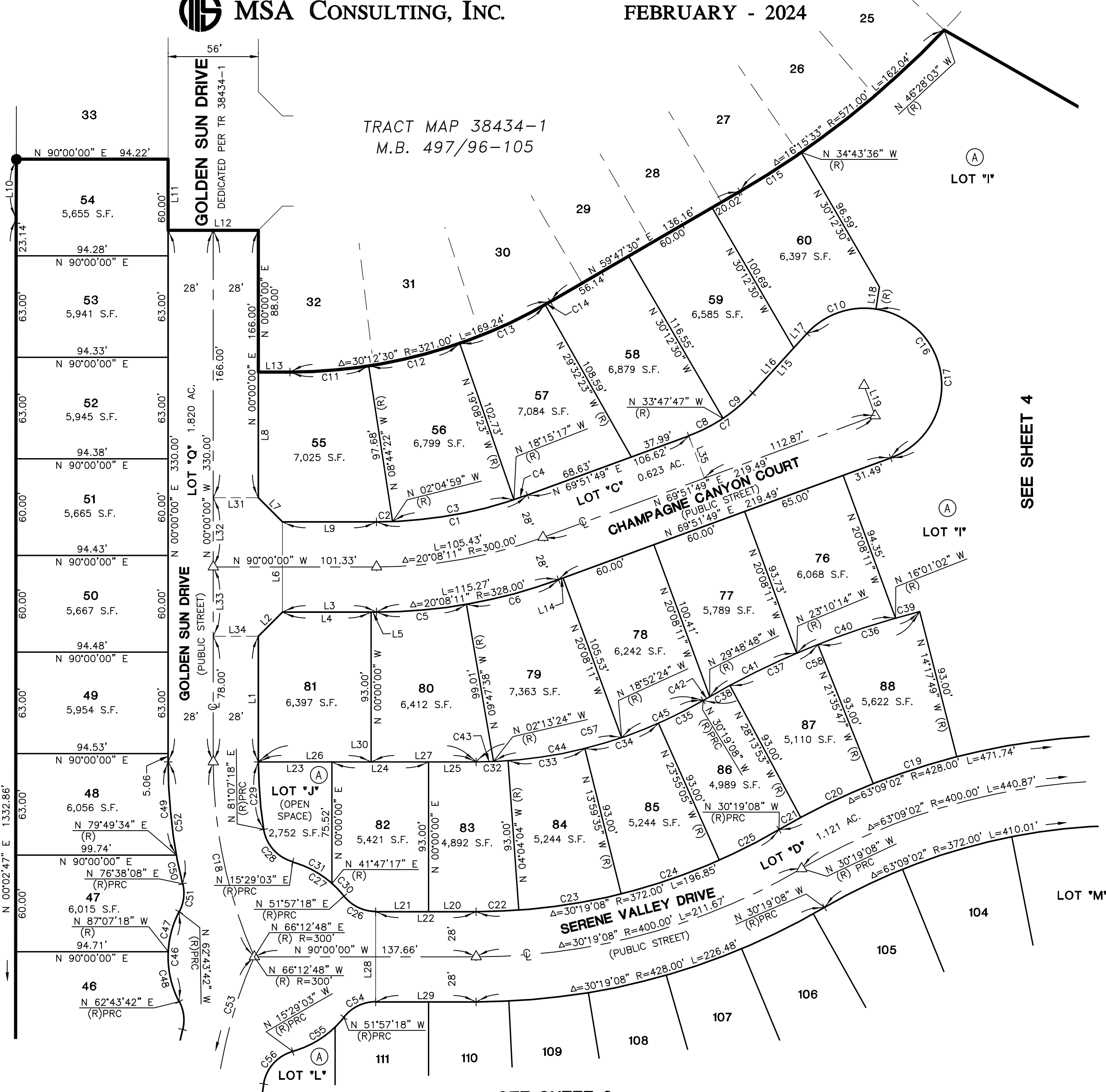
MSA CONSULTING, INC.

FEBRUARY - 2024

| CURVE DATA |            |         |         |
|------------|------------|---------|---------|
| NO.        | DELTA      | RADIUS  | LENGTH  |
| C1         | 20°08'11"  | 272.00' | 95.59'  |
| C2         | 02°04'59"  | 272.00' | 9.89'   |
| C3         | 16°10'18"  | 272.00' | 76.77'  |
| C4         | 01°52'54"  | 272.00' | 8.93'   |
| C5         | 09°47'38"  | 328.00' | 56.07'  |
| C6         | 10°20'33"  | 328.00' | 59.21'  |
| C7         | 27°35'48"  | 100.00' | 48.17'  |
| C8         | 13°39'36"  | 100.00' | 23.84'  |
| C9         | 13°56'12"  | 100.00' | 24.32'  |
| C10        | 56°37'42"  | 48.00'  | 47.44'  |
| C11        | 08°44'22"  | 321.00' | 48.96'  |
| C12        | 10°24'01"  | 321.00' | 58.27'  |
| C13        | 10°24'00"  | 321.00' | 58.27'  |
| C14        | 00°40'07"  | 321.00' | 3.75'   |
| C15        | 04°31'06"  | 571.00' | 45.03'  |
| C16        | 207°35'48" | 48.00'  | 173.92' |
| C17        | 150°58'06" | 48.00'  | 126.47' |
| C18        | 23°47'12"  | 300.00' | 124.55' |
| C19        | 07°17'58"  | 428.00' | 54.53'  |
| C20        | 06°38'06"  | 428.00' | 49.56'  |
| C21        | 02°05'15"  | 428.00' | 15.59'  |
| C22        | 04°04'04"  | 372.00' | 26.41'  |
| C23        | 09°55'31"  | 372.00' | 64.44'  |
| C24        | 09°55'30"  | 372.00' | 64.44'  |
| C25        | 06°24'03"  | 372.00' | 41.56'  |
| C26        | 51°57'18"  | 25.00'  | 22.67'  |
| C27        | 36°28'15"  | 61.00'  | 38.83'  |
| C28        | 65°38'15"  | 25.00'  | 28.64'  |
| C29        | 08°52'42"  | 272.00' | 42.15'  |
| C30        | 10°10'01"  | 61.00'  | 10.82'  |
| C31        | 26°18'14"  | 61.00'  | 28.00'  |
| C32        | 04°04'04"  | 279.00' | 19.81'  |
| C33        | 09°55'31"  | 279.00' | 48.33'  |
| C34        | 09°55'30"  | 279.00' | 48.33'  |
| C35        | 06°24'03"  | 279.00' | 31.17'  |
| C36        | 07°17'58"  | 521.00' | 66.38'  |
| C37        | 06°38'06"  | 521.00' | 60.33'  |
| C38        | 02°05'15"  | 521.00' | 18.98'  |
| C39        | 01°43'13"  | 521.00' | 15.64'  |
| C40        | 07°09'12"  | 521.00' | 65.05'  |
| C41        | 06°38'34"  | 521.00' | 60.40'  |
| C42        | 00°30'20"  | 521.00' | 4.60'   |
| C43        | 02°13'24"  | 279.00' | 10.83'  |
| C44        | 16°39'00"  | 279.00' | 81.08'  |
| C45        | 11°26'44"  | 279.00' | 55.73'  |
| C46        | 54°32'36"  | 61.00'  | 58.07'  |
| C47        | 24°23'36"  | 61.00'  | 25.97'  |
| C48        | 30°09'00"  | 61.00'  | 32.10'  |
| C49        | 10°10'26"  | 328.00' | 58.24'  |
| C50        | 03°11'26"  | 328.00' | 18.26'  |
| C51        | 40°38'10"  | 25.00'  | 17.73'  |
| C52        | 13°21'52"  | 328.00' | 76.51'  |
| C53        | 23°47'12"  | 300.00' | 124.55' |
| C54        | 51°57'18"  | 25.00'  | 22.67'  |
| C55        | 36°28'15"  | 61.00'  | 38.83'  |
| C56        | 65°38'15"  | 25.00'  | 28.64'  |

| LINE DATA |               |         |
|-----------|---------------|---------|
| NO.       | BEARING       | LENGTH  |
| L1        | N 00°00'00" W | 78.00'  |
| L2        | N 45°00'00" E | 21.21'  |
| L3        | N 90°00'00" E | 58.33'  |
| L4        | N 90°00'00" W | 55.00'  |
| L5        | N 90°00'00" E | 3.33'   |
| L6        | N 00°00'00" E | 56.00'  |
| L7        | N 45°00'00" W | 21.21'  |
| L8        | N 00°00'00" E | 78.00'  |
| L9        | N 90°00'00" W | 58.33'  |
| L10       | N 00°03'39" E | 36.86'  |
| L11       | N 00°00'00" E | 44.06'  |
| L12       | N 90°00'00" W | 56.00'  |
| L13       | N 90°00'00" E | 19.60'  |
| L14       | N 69°51'49" E | 3.00'   |
| L15       | N 42°16'01" E | 49.75'  |
| L16       | N 42°16'01" E | 37.66'  |
| L17       | N 42°16'01" E | 12.09'  |
| L18       | N 08°53'43" E | 13.86'  |
| L19       | N 20°08'11" W | 20.00'  |
| L20       | N 90°00'00" W | 29.49'  |
| L21       | N 90°00'00" E | 32.92'  |
| L22       | N 90°00'00" W | 62.42'  |
| L23       | N 90°00'00" W | 45.65'  |
| L24       | N 90°00'00" E | 60.00'  |
| L25       | N 90°00'00" E | 29.49'  |
| L26       | N 90°00'00" E | 70.00'  |
| L27       | N 90°00'00" W | 65.14'  |
| L28       | N 00°00'00" E | 56.00'  |
| L29       | N 90°00'00" W | 62.42'  |
| L30       | N 90°00'00" W | 135.14' |
| L31       | N 90°00'00" E | 28.00'  |
| L32       | N 00°00'00" W | 43.00'  |
| L33       | N 00°00'00" E | 43.00'  |
| L34       | N 90°00'00" E | 28.00'  |
| L35       | N 20°08'11" W | 28.00'  |

M.B. 289/15-26

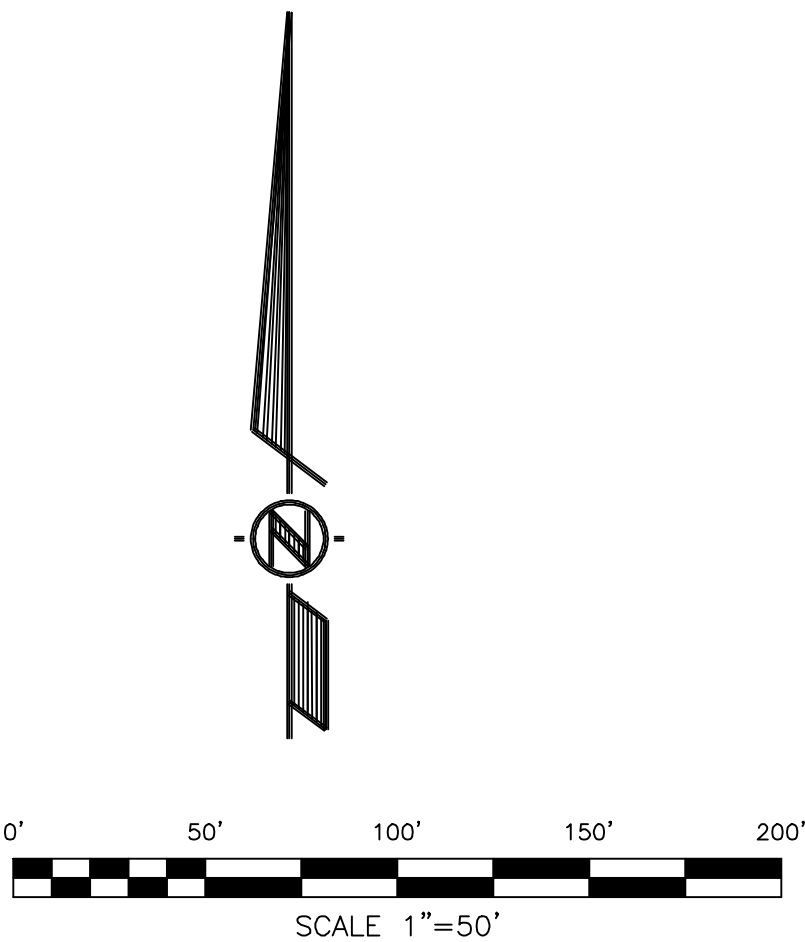


SEE SHEET 4

SEE SHEET 8

SEE SHEET 2 FOR EASEMENT NOTES  
SEE SHEET 3 FOR SURVEYOR'S NOTES,  
AND BOUNDARY DIMENSIONS

J.N. 2636



IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT MAP NO. 38434-2

BEING A SUBDIVISION OF A PORTION OF PARCEL "B" OF GRANT DEED RECORDED FEBRUARY 1, 2024 AS DOCUMENT NO. 2024-0029527 ALSO SHOWN IN P.M.W. NO. 23-0006, RECORDED JANUARY 26, 2024 AS DOCUMENT NO. 2024-0025079 OF OFFICIAL RECORDS, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 6 EAST, S.B.M.

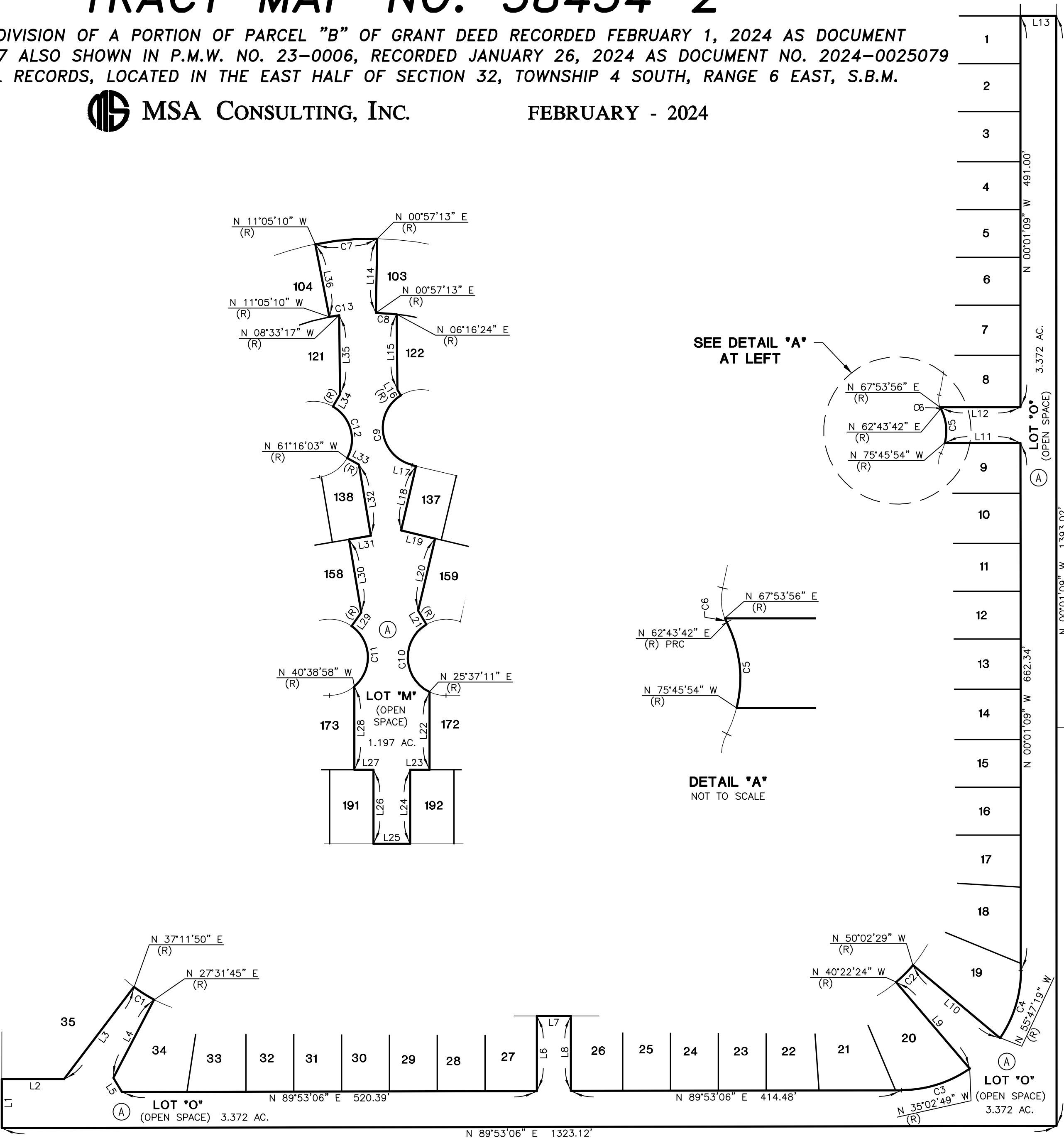
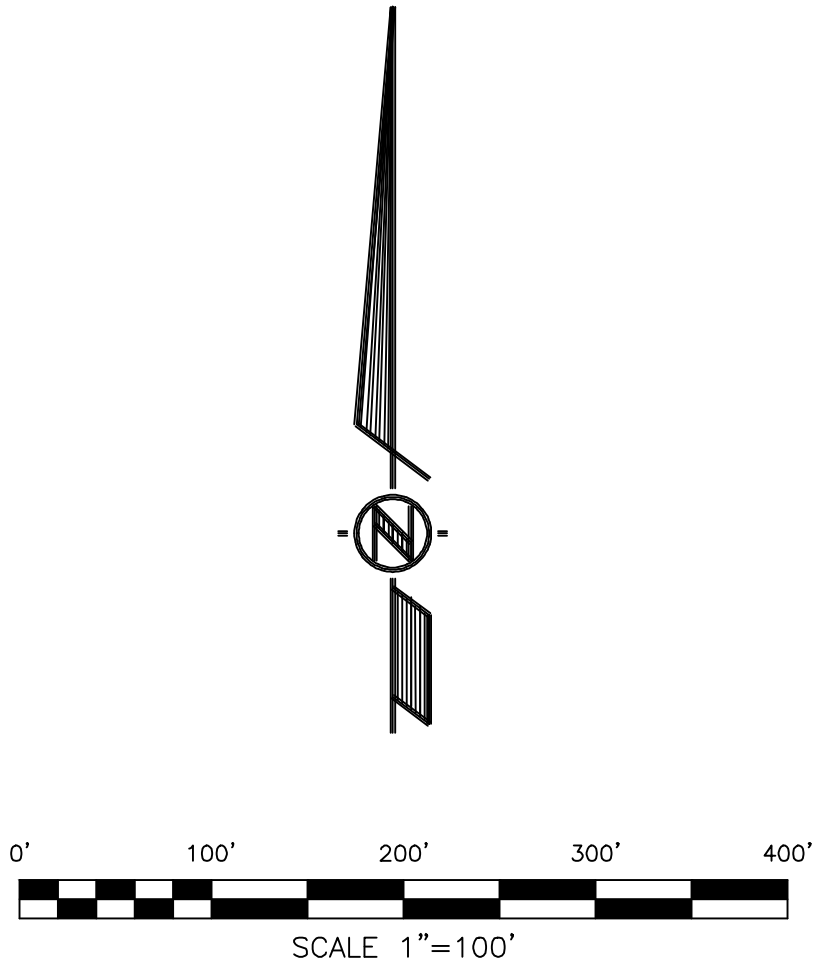


MSA CONSULTING, INC.

FEBRUARY - 2024

| LINE DATA |               |         |
|-----------|---------------|---------|
| NO.       | BEARING       | LENGTH  |
| L1        | N 00°02'47" E | 61.12'  |
| L2        | N 90°00'00" E | 77.83'  |
| L3        | N 37°11'50" E | 145.31' |
| L4        | N 27°31'45" E | 110.30' |
| L5        | N 31°17'34" W | 20.71'  |
| L6        | N 00°00'00" E | 94.31'  |
| L7        | N 90°00'00" E | 42.64'  |
| L8        | N 00°00'00" E | 94.22'  |
| L9        | N 40°22'24" W | 142.53' |
| L10       | N 50°02'29" W | 142.33' |
| L11       | N 90°00'00" W | 95.14'  |
| L12       | N 90°00'00" E | 100.98' |
| L13       | N 89°58'51" E | 45.00'  |
| L14       | N 00°57'13" E | 93.00'  |
| L15       | N 00°36'28" W | 94.58'  |
| L16       | N 31°32'39" W | 8.70'   |
| L17       | N 76°47'12" W | 4.99'   |
| L18       | N 13°12'48" E | 83.00'  |
| L19       | N 76°47'12" W | 44.00'  |
| L20       | N 13°12'48" E | 93.00'  |
| L21       | N 30°44'39" W | 20.16'  |
| L22       | N 00°00'00" W | 97.72'  |
| L23       | N 90°00'00" W | 24.10'  |
| L24       | N 00°00'00" E | 93.00'  |
| L25       | N 90°00'00" E | 46.04'  |
| L26       | N 00°00'00" E | 93.00'  |
| L27       | N 90°00'00" E | 24.10'  |
| L28       | N 00°00'00" E | 104.58' |
| L29       | N 35°25'01" E | 21.09'  |
| L30       | N 09°31'47" W | 93.00'  |
| L31       | N 80°28'13" E | 27.80'  |
| L32       | N 09°31'47" W | 90.71'  |
| L33       | N 61°16'03" W | 17.06'  |
| L34       | N 30°29'56" E | 17.68'  |
| L35       | N 00°36'28" W | 99.37'  |
| L36       | N 11°05'10" W | 93.00'  |

| CURVE DATA |            |         |         |
|------------|------------|---------|---------|
| NO.        | DELTA      | RADIUS  | LENGTH  |
| C1         | 09°40'05"  | 178.00' | 30.04'  |
| C2         | 09°40'05"  | 178.00' | 30.04'  |
| C3         | 34°55'55"  | 150.00' | 91.45'  |
| C4         | 34°13'50"  | 150.00' | 89.62'  |
| C5         | 41°30'24"  | 61.00'  | 44.19'  |
| C6         | 05°10'14"  | 25.00'  | 2.26'   |
| C7         | 12°02'23"  | 372.00' | 78.17'  |
| C8         | 05°19'11"  | 279.00' | 25.90'  |
| C9         | 135°14'33" | 48.00'  | 113.30' |
| C10        | 123°38'10" | 48.00'  | 103.58' |
| C11        | 103°56'01" | 48.00'  | 87.07'  |
| C12        | 88°14'01"  | 48.00'  | 73.92'  |
| C13        | 02°31'53"  | 279.00' | 12.33'  |



THE PURPOSE OF THIS SHEET IS TO SHOW LOT 'M' AND LOT 'O' IN THEIR ENTIRETY

SEE SHEET 2 FOR EASEMENT NOTES  
SEE SHEET 3 FOR SURVEYOR'S NOTES,  
AND BOUNDARY DIMENSIONS



## GRADING ONLY AGREEMENT

DATE OF AGREEMENT: \_\_\_\_\_ May 15 \_\_\_\_\_, 20 24 \_\_\_\_\_.

NAME OF OWNER/DEVELOPER Pulte Home Company, LLC  
(referred to as "GRADER")

PROPERTY (MAP AND PARCEL NO.): TR 38434 No. of Lots: 333  
(referred to as "PROPERTY")

GRADING PLANS APPROVED ON: 3/27/24  
(referred to as "GRADING PLANS")

ESTIMATED TOTAL COST OF GRADING: \$ 1,773,013.00.

SURETY:

BOND NOS: 30216247

SURETY: The Continental Insurance Company

-OR-

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. \_\_\_\_\_

FINANCIAL INSTITUTION: \_\_\_\_\_

-OR-

CASH/CERTIFICATE OF DEPOSIT, AGREEMENT DATED: \_\_\_\_\_

FINANCIAL INSTITUTION: \_\_\_\_\_

This Agreement is made and entered into by and between the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the GRADER.

## **RECITALS**

A. In consideration of the approval of the Grading Plans for the PROPERTY by the City Council, GRADER desires to enter into this Agreement, whereby GRADER promises to complete, at GRADER's own expense, all the grading work required by CITY in connection with the proposed PROPERTY. GRADER has secured this Agreement by grading security required by the City and approved by the City Attorney.

B. GRADING PLANS for the grading of the PROPERTY have been prepared by GRADER and approved by the City Engineer. The GRADING PLANS numbered as referenced previously in this Agreement are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the GRADING PLANS shall include reference to any specifications for the improvements as approved by the City Engineer.

C. An estimate of the cost for grading and performing land development work in connection with the grading according to the GRADING PLANS has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.

D. CITY has adopted standards for the grading of property within the CITY. The GRADING PLANS have been prepared in conformance with CITY standards in effect on the date of the approval.

E. GRADER recognizes that CITY and adjacent properties may be damaged by GRADER's failure to perform its obligations to complete approved grading by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by GRADER.

**NOW, THEREFORE**, in consideration of the approval by the City of the GRADING PLANS, GRADER and CITY agree as follows:

(1) GRADER's Obligation to Complete Grading.

GRADER shall:

(a) Complete at GRADER's own expense, all the grading required by the Approval in conformance with approved GRADING PLANS within one year from date of execution of this Agreement; provided however, that the grading shall not be deemed to be completed until approved by City Engineer as provided in Section 4 herein.

(2) Security.

GRADER shall at all times guarantee GRADER's performance by furnishing to CITY, and maintaining, good and sufficient security as required by the CITY on forms approved by CITY for the purposes and in the amounts as follows:

(a) to assure faithful performance of this Agreement in regard to said grading in an amount of 25% of the estimated cost of the grading.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) be provided to the City Engineer to be filed with the City Clerk and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.



(3) Alterations to GRADING PLANS.

(a) Any changes, alterations or additions to the GRADING PLANS not exceeding ten percent (10%) of the original estimated cost of the improvements, which are mutually agreed upon by CITY and GRADER, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, GRADER shall provide grading security for faithful performance as required by Section (3) of this Agreement for twenty-five percent (25%) of the total estimated cost of the grading as changed, altered, or amended, minus any completed partial releases allowed by Section (6) of this Agreement.

(b) The GRADER shall complete the grading in accordance with CITY standards in effect at the time of approval of GRADING PLANS. CITY reserves the right to modify the standards applicable to the PROPERTY and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or CITY zoning ordinances. If GRADER requests and is granted an extension of time for completion of the grading, CITY may apply the standards in effect at the time of the extension.

(4) Inspection. GRADER shall at all times maintain proper facilities and safe access for inspection of the grading by CITY inspectors. Upon completion of the work, GRADER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the grading. When applicable law requires an inspection to be made by City at a particular stage of the grading, CITY shall be given

timely notice of GRADER's readiness for such inspection and GRADER shall not proceed with additional work until the inspection has been made and the work approved. GRADER shall bear all costs of inspection and certification.

(5) Release of Securities. The securities required by this Agreement shall be released as following:

(a) Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and approved of the act or work.

(6) Injury to Public Improvements, Public Property or Public Utilities Facilities. GRADER shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or property monuments which are destroyed or damaged as a result of any work under this Agreement. GRADER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

(7) Permits. GRADER shall, at GRADER's expense, obtain all necessary permits and licenses for the grading, give all necessary notices and pay all fees and taxes required by law.

(8) Default of GRADER.

(a) Default of GRADER shall include, but not be limited to,

(1) GRADER's failure to timely commence the grading;

(2) GRADER's failure to timely complete grading;

- (3) GRADER's failure to timely cure any defect in the grading;
- (4) GRADER's failure to perform substantial work for a period of twenty (20) calendar days after commencement of the work;
- (5) GRADER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which GRADER fails to discharge within thirty (30) days;
- (6) the commencement of a foreclosure action against the PROPERTY or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (7) GRADER's failure to perform any other obligation under this Agreement.

(b) CITY reserves to itself all remedies available to it at law or in equity for breach of GRADER's obligations under this Agreement. CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by GRADER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of grading and, therefore, CITY's damages for GRADER's default shall be measured by the cost of completing the required grading. The sums provided by the security may be used by CITY for the completion of the grading in accordance with the GRADING PLANS contained herein.

In the event of GRADER's default under this Agreement, GRADER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to GRADER and to GRADER's surety, and agrees to pay the entire cost of such performance by CITY.



CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of GRADER, and GRADER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to GRADER as may be on the site of the work and necessary for performance of the work.

(c) Failure of GRADER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of notice of violation against the PROPERTY. The remedy provided by this subsection (c) is in addition to and not in lieu of other remedies available to CITY. GRADER agrees that the choice of remedy or remedies for GRADER's breach shall be in the discretion of CITY.

(d) In the event that GRADER fails to perform any obligation hereunder, GRADER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including but not limited to fees and charges of engineers, attorneys, other professionals, and court costs.

(e) The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of GRADER.

(9) GRADER Not Agent of CITY. Neither GRADER nor any of GRADER's agents, contractors or subcontractors are or shall be considered to be agents of CITY in connection with the performance of GRADER'S obligations under this Agreement.

(10) Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or



omissions of GRADER, its agents, or employees, contractors and subcontractors in the performance of this Agreement. GRADER further agrees to protect, defend, indemnify and hold harmless CITY, its officials, boards and commissions, and members thereof, agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of GRADER, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the CITY, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the grading of the PROPERTY, and in addition, to adjacent property owners. Approval by CITY of the grading shall not constitute an assumption by CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the performance of grading, regardless of any negligent action or inaction taken by CITY in approving the plans, unless the particular design was specifically required by CITY over written objection by GRADER submitted to the City Engineer before approval of the particular grading design, which objection indicated that the particular grading design was dangerous or defective and suggested an alternative safe and feasible design.

GRADER shall reimburse CITY for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by CITY in enforcing the provisions of this Section.

(11) Personal Nature of GRADER'S Obligations. All of GRADER's obligations under this agreement are and shall remain the personal obligations of GRADER notwithstanding a transfer of all or any part of the property subject to this Agreement, and GRADER shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the PROPERTY or to any other third party without the express written consent of CITY.

(12) Sale or Disposition of PROPERTY. GRADER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the GRADER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the GRADER of the obligations under Section (18) for the work or improvement done by GRADER.

(13) Time of the Essence. Time is of the essence in the performance of this Agreement.

(14) Time for Commencement of Work; Time Extensions. GRADER shall commence substantial grading required by this Agreement not later than six (6) months after the date of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of grading hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to GRADER's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle GRADER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, act of God, or by storm or inclement weather, strikes, boycotts or similar

political actions which prevents the conducting of work, which GRADER could not have reasonably foreseen and, furthermore, were not caused by or contributed to by GRADER, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the City Engineer may require GRADER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

(15) No Vesting of Rights. Performance by GRADER of this Agreement shall not be construed to vest GRADER's rights with respect to any change in any zoning or building law or ordinance.

(16) Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:



|                   |                                                                                                                                                                     |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Notice to CITY:   | City of Palm Desert<br>73-510 Fred Waring Drive<br>Palm Desert, California 92260<br>Attn: Public Works Director                                                     |
| Notice to GRADER: | <div>Pulte Home Company, LLC</div> <hr/> <div>27410 Los Altos, Suite 400</div> <hr/> <div>Mission Viejo, CA 92691</div> <hr/> <div>Attn: David Dewegeli</div> <hr/> |
| Notice to SURETY: | <hr/> <hr/> <hr/> <hr/>                                                                                                                                             |

(17) Compliance With Laws. GRADER, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance of the grading required by this Agreement.

(18) Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

(19) Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

(20) Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

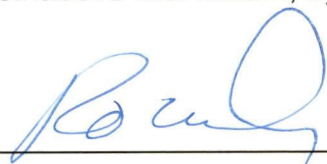
(21) Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

(22) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

(23) Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

(24) Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Riverside, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date  
hereinabove first written; by CITY, by and through its Mayor.


  
\_\_\_\_\_  
Robert Paradise - Division VP Land  
GRADER

CITY OF PALM DESERT

\_\_\_\_\_  
GRADER  
(Proper Notarization of  
GRADER's signature is  
required and shall be attached)

By:   
\_\_\_\_\_  
CITY MANAGER

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

## ACKNOWLEDGEMENT

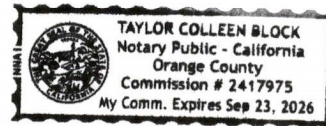
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange } ss.

On April 3, 2024, before me, Taylor Colleen Block, a Notary Public, personally appeared Robert Paradise, 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 Saylor Colleen Block



**CITY OF PALM DESERT  
STANDARD FORM  
GRADING  
FAITHFUL PERFORMANCE BOND**

DESCRIPTION OF PROPERTY: TR38434  
NAME OF GRADER: Pulte Home Company, LLC  
NAME OF SURETY: The Continental Insurance Company  
EFFECTIVE DATE: April 9, 2024  
AMOUNT OF BOND: 443,254.00  
BOND NUMBER: 30216247  
PREMIUM: \$1,330.00

**KNOW ALL MEN BY THESE PRESENTS:** That the person, firm, corporation, entity, or otherwise, named on line 2 above, without regard to gender and number, hereinafter referred to as PRINCIPAL, and the corporation named on Line 3 above, a corporation authorized to do business in the State of California and presently possessed of authority under Title 6 of the United States Code to do business under Sections 6 to 13 thereof, in the aggregate amounts hereof, hereinafter referred to as SURETY, are jointly and severally held and firmly bound unto the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as CITY, in the sum mentioned on Line 5 above, for the faithful performance of that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on Line 1 above, as required by the provision of the CITY ordinances, resolutions, rules, and regulations, for the payment of which sums well and truly to be made,

PRINCIPAL and SURETY hereby bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the said PRINCIPAL shall faithfully perform the covenants, conditions, and agreements contained in that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on LINE 1 of Page 1 hereof, which said agreement is by this reference incorporated herein, on its part to be kept and performed, in a manner and form therein specified, and shall furnish material in compliance with the specifications and perform all that certain work and improvement in said CITY which is more particularly described in said GRADING ONLY AGREEMENT, then the obligation with respect to the faithful performance is by this reference incorporated herein.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT, the work, the specifications or any feature or item of performance thereunder. In the event it becomes necessary for CITY to bring an action to enforce this bond, SURETY shall pay CITY's reasonable attorney's fees and court costs in connection therewith.



IN WITNESS WHEREOF, PRINCIPAL and SURETY have executed this instrument on the date mentioned on Line 4 of Page 1 hereof.

  
\_\_\_\_\_  
PRINCIPAL'S SIGNATURE

Nick Sarris  
PRINT NAME

~~SEE ATTACHED~~  
~~SEE ATTACHED~~  
\_\_\_\_\_  
PRINCIPAL'S SIGNATURE

Gregory S. Rives  
PRINT NAME

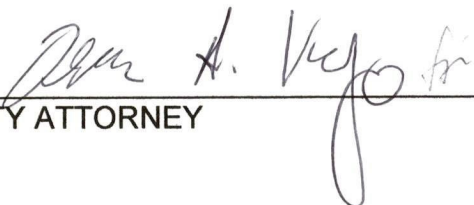
manager - Treasury Operations, Pulte Home Company, LLC  
TITLE & COMPANY NAME

Assistant Treasurer, Pulte Home Company, LLC  
TITLE & COMPANY NAME

  
\_\_\_\_\_  
SURETY'S SIGNATURE

Kelly A. Gardner, Attorney-in-Fact  
SURETY'S SIGNATURE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

(Notarial acknowledgement of execution by ALL PRINCIPALS and SURETY must be attached.)

executed this 9<sup>th</sup> day of April, 2024.

Pulte Home Company, LLC

PRINCIPAL

  
BY: Gregory S. Rives, Assistant Treasurer

Notary Attached



## ACKNOWLEDGEMENT

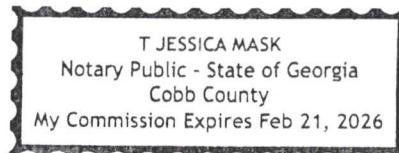
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Georgia                                }  
                                                              } ss.  
County of Cobb                                }

On April 9th, 2024, before me, T. Jessica Mask, a Notary Public, personally appeared Gregory S. Rives and Nick Sarris, 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 J. A.





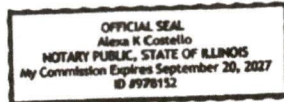
STATE OF ILLINOIS }  
COUNTY OF DU PAGE}

On April 9, 2024, before me, Alexa K. Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 20, 2027

Alexa K. Costello  
Alexa K. Costello, Notary Public  
Commission No. 978152



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually**

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof**, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.



The Continental Insurance Company

*Paul T. Bruflat*

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

*M. Bent*

M. Bent

Notary Public

### CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 9th day of April, 2024



The Continental Insurance Company

*D. Johnson*

D. Johnson

Assistant Secretary

Form F6850-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

## **Authorizing By-Laws and Resolutions**

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

**APPROVED**

TY  
03/13/2024

**ENGINEER'S OPINION OF PROBABLE COST FOR**

## **MASS AND ROUGH GRADING ONLY**

Prepared for:

*Pulte Home Company, LLC  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691*

### ***Tract map No. 38434***

Project Location:

*South of Gerald Ford Drive  
Palm Desert, CA 92260*

February 6, 2024

**MSA JOB #2636**



**MSA CONSULTING, INC.**

> PLANNING > CIVIL ENGINEERING > LAND SURVEYING  
34200 Bob Hope Drive, Rancho Mirage, CA 92270  
760.320.9811 [msaconsultinginc.com](http://msaconsultinginc.com)





| DESCRIPTION                                           | UNIT | QUANTITY | UNIT COST   | TOTAL COST            |
|-------------------------------------------------------|------|----------|-------------|-----------------------|
| <b>Mass and Rough Grading</b>                         |      |          |             |                       |
| Mobilization                                          | EA   | 1        | \$50,000.00 | \$50,000.00           |
| Perimeter Chain Link Fence and Screen Installation    | LF   | 2,560    | \$20.00     | \$51,200.00           |
| 4" Construction Meter Installation and Removal (CVWD) | LS   | 1        | \$550.00    | \$550.00              |
| Construction Meter Deposit (CVWD)                     | LS   | 1        | \$2,500.00  | \$2,500.00            |
| Construction Water (For Grading Operations)           | ACFT | 199      | \$590.00    | \$117,410.00          |
| Earthwork                                             | CY   | 647,780  | \$1.50      | \$971,670.00          |
| Clearing and Grubbing                                 | AC   | 93       | \$500.00    | \$46,500.00           |
| Soil Stabilization                                    | AC   | 93       | \$1,000.00  | \$93,000.00           |
| PM-10 Mitigation                                      | AC   | 93       | \$1,500.00  | \$139,500.00          |
| SWPPP Mitigation                                      | AC   | 93       | \$1,500.00  | \$139,500.00          |
| <b>SUBTOTAL OF GRADING IMPROVEMENTS</b>               |      |          |             | <b>\$1,611,830.00</b> |
| <b>10% CONTINGENCY</b>                                |      |          |             | <b>\$161,183.00</b>   |
| <b>TOTAL</b>                                          |      |          |             | <b>\$1,773,013.00</b> |

- 1 The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
- 2 MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are estimates only and the engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.
- 3 Construction water assumes a CVWD fire hydrant as the source and uses CVWD Summer Rates
- 4 Water usage assumes 100 gallons of water needed for every cubic yard of soil moved.
- 5 Estimates include Rough Grading the entire Phase 1 and Mass Grading the entire Phase 2 at the same time to achieve a balanced site.



## **SUBDIVISION IMPROVEMENT AGREEMENT**

DATE OF AGREEMENT: August 22, 2024

NAME OF SUBDIVIDER: Pulte Home Company, LLC

(Referred to as "SUBDIVIDER").

NAME OF SUBDIVISION: Del Webb Explore Palm Desert (Refuge) No. of Lots: 197

(Referred to as "SUBDIVISION")

TENTATIVE MAP RESOLUTION OF APPROVAL NO.: 2024-066 (TM No: 38434-2)  
(Referred to as "Resolution of Approval")

IMPROVEMENT PLANS APPROVED ON: July 03, 2024  
(Referred to as Improvement Plans)

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$ 3,344,559.00

ESTIMATED TOTAL COST OF MONUMENTATION: \$ 67,695.00

### **SURETY:**

BOND NOS: 59BSBJF1493 and 59BSBJF1494

SURETY: Hartford Fire Insurance Company

-OR-

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. \_\_\_\_\_

FINANCIAL INSTITUTION: \_\_\_\_\_

-OR-

CASH/CERTIFICATE OF DEPOSIT, AGREEMENT DATED: \_\_\_\_\_

FINANCIAL INSTITUTION: \_\_\_\_\_

This Agreement is made and entered into by and between the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the SUBDIVIDER.

## RECITALS

- A. SUBDIVIDER has presented to CITY for approval and recordation, a final subdivision map of a proposed SUBDIVISION pursuant to provisions of the Subdivision Map Act of the State of California and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."
- B. A tentative map of the SUBDIVISION has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this Agreement by reference.
- C. The Subdivision Laws establish as a condition precedent to the approval of a final map that SUBDIVIDER must have complied with the Resolution of Approval and must have either (a) completed, in compliance with CITY standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval or (b) have entered into a secured agreement with CITY to complete the improvements and land development within a period of time specified by CITY.
- D. In consideration of the approval of a final map for the SUBDIVISION by the City Council, SUBDIVIDER desires to enter into this Agreement, whereby SUBDIVIDER promises to install and complete, at SUBDIVIDER's own expense, all the public improvement work required by CITY in connection with the proposed SUBDIVISION. SUBDIVIDER has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.
- E. Complete Improvement Plans for the construction, installation, and completion of the improvements have been prepared by SUBDIVIDER and approved by the City Engineer. The Improvement Plans numbered as referenced previously in this

Agreement are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.

- F. An estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.
- G. CITY has adopted standards for the construction and installation of improvements within the CITY. The Improvement Plans have been prepared in conformance with CITY standards in effect on the date of the Resolution of Approval.
- H. All public improvement monuments, street signs, and stakes as specified on the final map are to be completed prior to final formal acceptance by the City Council. Individual property monuments must be installed within one year from the formal final Council acceptance of said SUBDIVISION.
- I. SUBDIVIDER recognizes that by approval of the final map for SUBDIVISION, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the SUBDIVISION. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER's failure to perform its obligations to commence construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the SUBDIVISION constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of CITY.

NOW, THEREFORE, in consideration of the approval and recordation by the City



Council of the final map of the SUBDIVISION, SUBDIVIDER and CITY agree as follows:

1. SUBDIVIDER's Obligation to Construct Improvements.

SUBDIVIDER shall:

- a. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws.
- b. Complete at SUBDIVIDER's own expense, all the public improvement work required by the Resolution of Approval in conformance with approved Improvement Plans within one year from date of execution of this Agreement; provided however, that the improvements shall not be deemed to be completed until accepted by City Council as provided in Section (17) herein.
- c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans.
- d. Acquire, or pay the cost of acquisition by CITY, and dedicate all rights-of-way, easements and other interests in real property for construction and installation of the public improvements, free and clear of all liens and encumbrances. The SUBDIVIDER's obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between SUBDIVIDER and CITY. SUBDIVIDER shall also be responsible for obtaining any public or private sanitary sewer, domestic water, drainage, and/or utility easements or authorization to accommodate the SUBDIVISION.
- e. Commence construction of the improvements by the time established in Section (22) of this Agreement and complete the improvements by the deadline stated in Section (1)(b) above, unless a time extension is granted by the CITY as authorized in Section (22).

- f. Install all SUBDIVISION public improvement monuments required by law and prior to formal final acceptance of the public improvements by CITY. Individual property monuments shall be installed within one year of said acceptance.
  - g. Install street name signs conforming to CITY standards. Permanent street name signs shall be installed before acceptance of the improvements by CITY.
- 2. Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvement and land use development work contemplated by this Agreement is to be constructed or installed on land not owned by CITY or SUBDIVIDER, no construction or installation shall be commenced before:
  - a. The offer of dedication to CITY of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or
  - b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or
  - c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. SUBDIVIDER shall comply in all respects with the order of possession.

Nothing in this Section (2) shall be construed as authorizing or granting an extension of time to SUBDIVIDER.

- 3. Security. SUBDIVIDER shall at all times guarantee SUBDIVIDER's performance by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

- a. to assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and
- b. to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the improvements required to be constructed and installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and
- c. to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and
- d. SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of one hundred percent (100%) of the estimated cost of setting SUBDIVISION monuments as stated previously in this Agreement in Section (1)(f) for a period of one year plus thirty (30) days from formal acceptance by the City Council.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) be provided to the City Engineer to be filed with the City Clerk and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

4. Alterations to Improvement Plans.



- a. Any changes, alterations or additions to the Improvement Plans not exceeding ten percent (10%) of the original estimated cost of the improvements, which are mutually agreed upon by CITY and SUBDIVIDER, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, SUBDIVIDER shall provide improvement security for faithful performance as required by Section (3) of this Agreement for one hundred percent (100%) of the total estimated cost of the improvements as changed, altered, or amended, minus any completed partial releases allowed by Section (6) of this Agreement.
  - b. The SUBDIVIDER shall construct the improvements in accordance with CITY standards in effect at the time of adoption of the Resolution of Approval. CITY reserves the right to modify the standards applicable to the SUBDIVISION and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or CITY zoning ordinances. If SUBDIVIDER requests and is granted an extension of time for completion of the improvements, CITY may apply the standards in effect at the time of the extension.
5. Inspection. SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the public improvements by CITY inspectors and to the shops wherein any work is in preparation. Upon completion of the work, SUBDIVIDER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted by the City Council unless all aspects of the work have been inspected and completed in accordance with the Improvement Plans. When applicable

law requires an inspection to be made by City at a particular stage of the work of constructing and installing such improvements, CITY shall be given timely notice of SUBDIVIDER's readiness for such inspection and SUBDIVIDER shall not proceed with additional work until the inspection has been made and the work approved. SUBDIVIDER shall bear all costs of inspection and certification. No improvements shall be deemed completed until accepted by the City Council pursuant to Section (17) herein.

6. Release of Securities. The securities required by this Agreement shall be released as following:
  - a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.
  - b. The City Engineer may release a portion of the security given for faithful performance of improvement work as the improvement progresses upon application thereof by the SUBDIVIDER; provided, however, that no such release shall be for an amount less than twenty-five percent (25%) of the total improvement security given for faithful performance of the improvement work and that the security shall not be reduced to an amount less than fifty percent (50%) of the total improvement security given for faithful performance until final completion and acceptance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.
  - c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after completion and acceptance

of the work, be reduced to an amount equal to no less than 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to the CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

- d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section (10), the warranty period shall not commence until formal final acceptance of all the work and improvements by the City Council.
- e. CITY may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

7. Injury to Public Improvements, Public Property or Public Utilities Facilities.

SUBDIVIDER shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monument which are destroyed or damaged as a result of any work under this Agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

8. Permits. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain all necessary permits and licenses for the construction and installation of the



improvements, give all necessary notices and pay all fees and taxes required by law.

9. Default of SUBDIVIDER.

a. Default of SUBDIVIDER shall include, but not be limited to,

- (1) SUBDIVIDER's failure to timely commence construction of this Agreement;
- (2) SUBDIVIDER's failure to timely complete construction of the improvements;
- (3) SUBDIVIDER's failure to timely cure any defect in the improvements;
- (4) SUBDIVIDER's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
- (5) SUBDIVIDER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which SUBDIVIDER fails to discharge within thirty (30) days; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (6) SUBDIVIDER's failure to perform any other obligation under this Agreement.

b. CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER's obligations under this Agreement. CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by SUBDIVIDER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy

available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, CITY's damages for SUBDIVIDER's default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the public improvements in accordance with the improvement plans and specifications contained herein.

In the event of SUBDIVIDER's default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the entire cost of such performance by CITY.

CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work.

- c. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of notice of violation against all the lots in the SUBDIVISION, or to rescind the approval or otherwise revert the SUBDIVISION to acreage. The remedy provided by this subsection (c) is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER's breach shall be in the discretion of CITY.
- d. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses

incurred by CITY in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs.

- e. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.

10. Warranty. SUBDIVIDER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by SUBDIVIDER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should SUBDIVIDER fail to act promptly or in accordance with this requirement, SUBDIVIDER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and SUBDIVIDER shall pay to CITY the cost of such repairs.
11. SUBDIVIDER Not Agent of CITY. Neither SUBDIVIDER nor any of SUBDIVIDER's agents, contractors or subcontractors are or shall be



considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

12. Injury to Work. Until such time as the improvements are accepted by CITY, SUBDIVIDER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by CITY, SUBDIVIDER will be responsible for the care, maintenance of, and any damage to such improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by SUBDIVIDER.
13. Environmental Warranty. Prior to the acceptance of any dedications or improvements by CITY, SUBDIVIDER shall certify and warrant that neither the property to be dedicated nor SUBDIVIDER is in violation of any environmental law and neither the property to be dedicated nor the SUBDIVIDER is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither SUBDIVIDER nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. SUBDIVIDER has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. SUBDIVIDER's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. SUBDIVIDER shall give prompt written notice to CITY at the address set forth herein of:

- a. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;
  - b. Any claims made or threatened by any third party against CITY or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and,
  - c. SUBDIVIDER's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.
14. Other Agreements. Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.
15. SUBDIVIDER'S Obligation to Warn Public During Construction. Until formal final acceptance of the improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.
16. Vesting of Ownership. Upon formal final acceptance of the work by CITY and recordation of the Resolution of Acceptance of Public Improvements,

ownership of the improvements constructed pursuant to this Agreement shall vest in CITY.

17. Final Acceptance of Work. Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act upon the Engineer's recommendation within sixty (60) days from the date the City Engineer certifies that the work has been finally completed, as provided in Section (6). Such acceptance shall not constitute a waiver of defects by CITY.
18. Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents, or employees, contractors and subcontractors in the performance of this Agreement. SUBDIVIDER further agrees to protect, defend, indemnify and hold harmless CITY, its officials, boards and commissions, and members thereof agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the CITY, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said SUBDIVISION, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public improvements. Acceptance by CITY of the improvements shall not



constitute an assumption by CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After acceptance of the improvements, the SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, SUBDIVIDER shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten (10) years following the acceptance by CITY of the improvements. It is the intent of this Section that SUBDIVIDER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this Section.

SUBDIVIDER shall reimburse CITY for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by CITY in enforcing the provisions of this Section.

19. Personal Nature of SUBDIVIDER'S Obligations. All of SUBDIVIDER's obligations under this agreement are and shall remain the personal obligations of SUBDIVIDER notwithstanding a transfer of all or any part of the property within the SUBDIVISION subject to this Agreement, and SUBDIVIDER shall not be entitled to assign its obligations under this

- Agreement to any transferee of all or any part of the property within the SUBDIVISION or to any other third party without the express written consent of CITY.
- 20. Sale or Disposition of SUBDIVISION. Seller or other SUBDIVIDER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the SUBDIVIDER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the SUBDIVIDER of the obligations under Section (18) for the work or improvement done by SUBDIVIDER.
- 21. Time of the Essence. Time is of the essence in the performance of this Agreement.
- 22. Time for Commencement of Work; Time Extensions. SUBDIVIDER shall commence substantial construction of the improvements required by this Agreement not later than six (6) months after the date of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to SUBDIVIDER's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, act of God, or by storm or inclement weather, strikes, boycotts or similar political actions which prevents the conducting of work, which SUBDIVIDER could not have reasonably foreseen and, furthermore, were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for and

extension of the time for completion. As a condition of such extension, the City Engineer may require SUBDIVIDER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

23. No Vesting of Rights. Performance by SUBDIVIDER of this Agreement shall not be construed to vest SUBDIVIDER's rights with respect to any change in any zoning or building law or ordinance.
24. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:



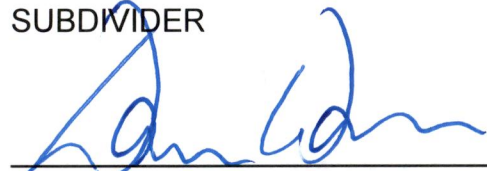
|                       |                                                                                                                               |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Notice to CITY:       | City of Palm Desert<br>73-510 Fred Waring Drive Palm<br>Desert, California 92260<br>Attn: Director of Development<br>Services |
| Notice to SUBDIVIDER: | <hr/> Pulte Home Company, LLC <hr/> 27401 Los Altos, Suite 400 <hr/> Mission Viejo, CA 92691 <hr/> Attn: David Dewegeli <hr/> |
| Notice to SURETY:     | <hr/> Hartford Fire Insurance Company <hr/> One Hartford Plaza <hr/> Hartford, CT 06155 <hr/>                                 |

25. Compliance With Laws. SUBDIVIDER, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance of the improvements and land development work required by this Agreement. To the extent improvements to be constructed by SUBDIVIDER or under the direction of SUBDIVIDER hereunder are considered to be a public work requiring the payment of prevailing wages and compliance with other prevailing wage laws under Labor Code Sections 1720 et seq., SUBDIVIDER shall cause the contractor and subcontractors to pay prevailing wages and to comply with all other prevailing wage laws pursuant to California Labor Code Sections 1720 et seq. and implementing regulations of the California Department of Industrial Relations and comply with any other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations. SUBDIVIDER shall indemnify, defend, protect and hold harmless City, its agents, elected officials, officers, employees and independent consultants from and against any third party claim, cause of action, administrative or judicial proceeding or enforcement action of any kind arising out of or resulting from SUBDIVIDER or its contractors and subcontractors' alleged or actual failure to comply with prevailing wage law.

26. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
27. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.
28. Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.
29. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.
30. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.
31. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.
32. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Riverside, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date hereinabove first written; by CITY, by and through its Mayor.

SUBDIVIDER



**Darren Warren, VP Land Acquisition and Land**

**SUBDIVIDER**

(Proper Notarization of SUBDIVIDER's signature is required and shall be attached)

CITY OF PALM DESERT

By: 

**TODD HILEMAN, CITY MANAGER**

ATTEST:



**ANTHONY J. MEJIA, CITY CLERK**

APPROVED AS TO FORM:

  
**BEST BEST & KRIEGER LLP**  
**CITY ATTORNEY**

## ACKNOWLEDGEMENT

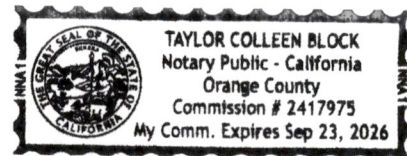
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange } ss.

On July 8, 2024, before me, Taylor Colleen Block, a Notary Public, personally appeared Darren Warren, 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 Taylor Colleen Block

# **EXHIBIT A**

**Engineer's Opinion of Probable Costs for Del Webb Explore at Palm Desert  
Street and Storm Drain Improvements approved July 3, 2024**



**ENGINEER'S OPINION OF PROBABLE COSTS FOR  
DEL WEBB EXPLORE AT PALM DESERT STREET AND STORM DRAIN  
IMPROVEMENTS**

**APPROVED**  
C.F. 07/03/2024

Prepared for:  
Pulte Home Company, LLC  
27401 Los Altos, Suite 400  
Mission Viejo CA 92691

**Tract Map No. 38434**

Project Location:  
North of Frank Sinatra Drive  
in the City of Palm Desert

June 26, 2024

MSA JOB #2636



**MSA CONSULTING, INC.**

Civil Engineering • Land Surveying • Landscape Architecture  
Planning • Environmental Services • Dry Utility Coordination • CIS

34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com



| DESCRIPTION                                                                                        | UNIT | QUANTITY | UNIT COST   | TOTAL COST   |
|----------------------------------------------------------------------------------------------------|------|----------|-------------|--------------|
| <b>Street</b>                                                                                      |      |          |             |              |
| Install 3" A.C. Pavement Over 6" Class II Aggregate Base                                           | SF   | 231,173  | \$4.00      | \$924,692.00 |
| Install Decorative Pavement, Color and Type Per Landscape Architect's Plans.                       | SF   | 4,580    | \$15.00     | \$68,700.00  |
| Construct 6" Curb and Gutter Type I Per City of Palm Desert Standard Plan No. 102                  | LF   | 1,260    | \$40.00     | \$50,400.00  |
| Construct 6" Wedge Curb.                                                                           | LF   | 12,815   | \$40.00     | \$512,600.00 |
| Construct 6" Mountable Curb.                                                                       | LF   | 314      | \$35.00     | \$10,990.00  |
| Construct Curb Transition (Wedge Curb to Curb and Gutter)                                          | EA   | 17       | \$150.00    | \$2,550.00   |
| Construct Cross Gutter Type II Per City of Palm Desert Standard Plan No. 108 with Modified Slope   | SF   | 2,978    | \$20.00     | \$59,560.00  |
| Construct Sidewalk Per City of Palm Desert Standard Plan No. 104                                   | SF   | 84,410   | \$6.00      | \$506,460.00 |
| Construct Curb Ramp Case A Per County of Riverside Std. No. 403                                    | EA   | 6        | \$6,000.00  | \$36,000.00  |
| Construct Curb Ramp Case C Per County of Riverside Std. No. 403                                    | EA   | 18       | \$6,000.00  | \$108,000.00 |
| Construct Curb Inlet Catch Basin Per County of Riverside Std. Dwg. No. 300, See Plan For W and H   | EA   | 12       | \$10,000.00 | \$120,000.00 |
| Construct Gutter Depression for Curb Opening Catch Basin Per County of Riverside Std. Dwg. No. 311 | EA   | 12       | \$2,000.00  | \$24,000.00  |
| Install Stop Legend, Limit Line, Sign Post, Stop Sign and Street Name Sign                         | EA   | 6        | \$800.00    | \$4,800.00   |

|                                                                                                        |    |       |            |                       |
|--------------------------------------------------------------------------------------------------------|----|-------|------------|-----------------------|
| Adjust Water Valve To Grade Per CVWD Standards And Specifications, See Separate Proposed Water Plans   | EA | 51    | \$800.00   | \$40,800.00           |
| Adjust Sewer Manhole To Grade Per CVWD Standards And Specifications, See Separate Proposed Sewer Plans | EA | 41    | \$800.00   | \$32,800.00           |
| Construct Spillway/Access Ramp                                                                         | EA | 4     | \$2,500.00 | \$10,000.00           |
| <b>Storm Drain</b>                                                                                     |    |       |            |                       |
| Furnish and Install 18" HDPE Storm Drain.                                                              | LF | 1,578 | \$80.00    | \$126,240.00          |
| Furnish and Install 30" HDPE Storm Drain.                                                              | LF | 638   | \$180.00   | \$114,840.00          |
| Furnish and Install 18" x 45° HDPE Bend                                                                | EA | 3     | \$400.00   | \$1,200.00            |
| Furnish and Install 18" HDPE Flared End Outlet Structure                                               | EA | 5     | \$1,000.00 | \$5,000.00            |
| Furnish and Install 60" Inside Diameter Manhole Per CVWD Dwg. Std. S-5                                 | EA | 5     | \$4,500.00 | \$22,500.00           |
| Install Rock Energy Dissipator per RCFC & WCD Std. Dwg. No. JS333                                      | EA | 5     | \$500.00   | \$2,500.00            |
| Install Inlet Structure                                                                                | EA | 1     | \$2,500.00 | \$2,500.00            |
| <b>SUBTOTAL OF STREET AND STORM DRAIN IMPROVEMENTS</b>                                                 |    |       |            | <b>\$2,787,132.00</b> |
| <b>20% CONTINGENCY</b>                                                                                 |    |       |            | <b>\$557,426.40</b>   |
| <b>TOTAL</b>                                                                                           |    |       |            | <b>\$3,344,558.40</b> |

Assumptions:

1. These quantities are based on the Del Webb Exlore at Palm Desert Street and Storm Drain Improvement Plan completed on 05/24/2024.
2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

# ENGINEER'S OPINION OF PROBABLE COSTS FOR DEL WEBB EXPLORE AT PALM DESERT MONUMENTATION

OKAY FOR BONDING  
C.F.

Prepared for:  
Pulte Home Company, LLC  
27401 Los Altos, Suite 400  
Mission Viejo CA 92691

**Tract Map No. 38434**

Project Location:  
South of Gerald Ford Drive  
in the City of Palm Desert

June 6, 2024

MSA JOB #2636



**MSA CONSULTING, INC.**

Civil Engineering • Land Surveying • Landscape Architecture  
Planning • Environmental Services • Dry Utility Coordination • CIS

34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com



| DESCRIPTION                      | UNIT | QUANTITY | UNIT COST | TOTAL COST         |
|----------------------------------|------|----------|-----------|--------------------|
| <b>Street</b>                    |      |          |           |                    |
| Monumentation                    | LOT  | 197      | \$300.00  | \$59,100.00        |
| <b>SUBTOTAL OF MONUMENTATION</b> |      |          |           | <b>\$59,100.00</b> |
| <b>15% CONTINGENCY</b>           |      |          |           | <b>\$8,865.00</b>  |
| <b>TOTAL</b>                     |      |          |           | <b>\$67,965.00</b> |

Assumptions:

1. These quantities are based on the Del Webb Explore at Palm Desert Final Tract Map 38434 prepared on 06/04/2024.
2. The above opinion does not include raw land, legal fees, agency permits, professional engineering fees, construction phasing, bonds, financing/carrying costs, construction staking, soils testing, accounting or construction management.
3. MSA Consulting Inc. makes no representation concerning the estimated quantities and cost figures other than that all such figures are opinions only and the Engineer shall not be responsible for any fluctuations in cost factors or the actual quantities shown.

**SUBDIVISION IMPROVEMENT AGREEMENT**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 38434 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated \_\_\_\_\_, 20\_\_, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Million Three Hundred Forty Four Thousand Five Hundred Fifty Nine and 00/100 DOLLARS (\$ 3,344,559.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

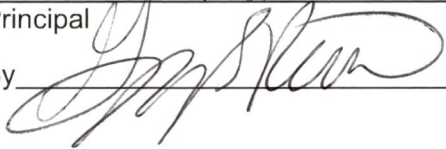
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and

specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.


This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of July, 20 24.

(Corporate Seal)

Pulte Home Company, LLC  
Principal  
By   
Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Hartford Fire Insurance Company  
Surety  
By   
Attorney-in-Fact  
Title Jeremy Polk, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \$3.90 per thousand. The total amount of premium charges is \$ 13,044.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

|                                                                                                             |                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| (Name and Address of Surety)                                                                                | <u>Hartford Fire Insurance Company</u><br><u>One Hartford Plaza</u><br><u>Hartford, CT 06155</u>                               |
| (Name and Address of Agent or Representative for service of process in California, if different from above) | <u>Jeremy Polk c/o USI Insurance Services, LLC</u><br><u>10940 White Rock Rd, 2nd Floor</u><br><u>Rancho Cordova, CA 95670</u> |
| (Telephone number of Surety and Agent or Representative for service of process in California)               | <u>602-505-6880</u>                                                                                                            |



**ACKNOWLEDGEMENT BY PRINCIPAL**

**STATE OF GEORGIA)**

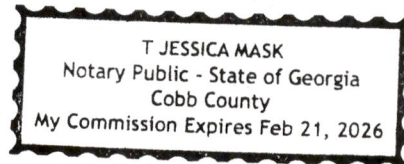
**) ss.**

**COUNTY OF COBB)**

This record was acknowledged before me on July 5, 2024,  
appeared Gregory S. Rives, Pulte Home Company, LLC,  
who provided to me on the basis of satisfactory evidence to be the person  
who appeared before me and is personally known to me.

WITNESS my hand official seal.

  
\_\_\_\_\_  
Signature of Notary Public



(s  
T. JESSICA MASK  
Notary Public State of Georgia

*My Commission Expires: February 21, 2026*

**ACKNOWLEDGEMENT**

**State of Arizona**

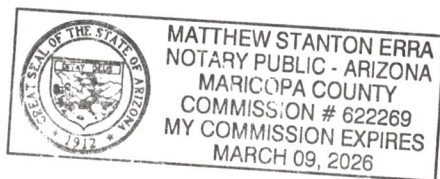
**County of Maricopa**

On 7/5/2024 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature



**Matthew Stanton Erra**  
**Commission Expires March 9<sup>th</sup>, 2026**

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC

Agency Code: 59-300168

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 5th, 2024.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



**SUBDIVISION IMPROVEMENT AGREEMENT**

**PAYMENT (LABOR AND MATERIALS) BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 38434 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated August 22, 2024, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement before entering upon the performance of the work to provide a good and sufficient payment bond to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Improvement Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code in the sum of Three Million Three Hundred Forty Four Thousand Five Hundred Fifty Nine and 00/100 DOLLARS (\$ 3,344,559.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

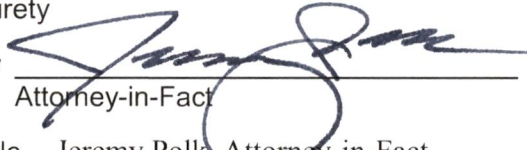
This bond is executed and filed to comply with Section 66499, *et seq.*, of the California Government Code as security for labor performed and materials provided in connection with the performance of the Improvement Agreement and construction of the Public Improvements.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of July, 2024.

(Corporate Seal)

Pulte Home Company, LLC  
Principal  
By   
Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Hartford Fire Insurance Company  
Surety  
By   
Attorney-in-Fact  
Title Jeremy Polk, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is N/A per thousand. The total amount of premium charges is \$ N/A.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

|                                                                                                             |                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| (Name and Address of Surety)                                                                                | <u>Hartford Fire Insurance Company</u><br><u>One Hartford Plaza</u><br><u>Hartford, CT 06155</u>                                |
| (Name and Address of Agent or Representative for service of process in California, if different from above) | <u>Jeremy Polk c/o USI Insurance Servicese, LLC</u><br><u>10940 White Rock Rd, 2nd Floor</u><br><u>Rancho Cordova, CA 95670</u> |
| (Telephone number of Surety and Agent or Representative for service of process in California)               | <u>602-505-6880</u>                                                                                                             |

**ACKNOWLEDGEMENT BY PRINCIPAL**


**STATE OF GEORGIA)**

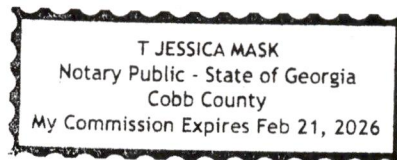
**) ss.**

**COUNTY OF COBB)**

This record was acknowledged before me on July 5, 2024,  
appeared Gregory S. Rives, Pulte Home Company, LLC,  
who provided to me on the basis of satisfactory evidence to be the person  
who appeared before me and is personally known to me.

WITNESS my hand official seal.

  
\_\_\_\_\_  
Signature of Notary Public



(s  
**T. JESSICA MASK**  
*Notary Public State of Georgia*

*My Commission Expires: February 21, 2026*



**ACKNOWLEDGEMENT**

**State of Arizona**

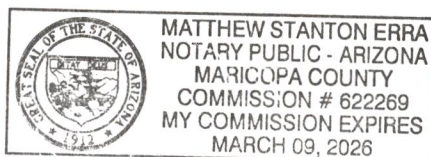
**County of Maricopa**

On 7/5/2024 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature



**Matthew Stanton Erra**  
**Commission Expires March 9<sup>th</sup>, 2026**

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC

Agency Code: 59-300168

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 5th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



**SUBDIVISION IMPROVEMENT AGREEMENT**

**SURVEY MONUMENTS BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert, California ("City") and Pulte Home Company, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for the setting of survey monumentation as shown in Parcel/Tract Map No. 38434, which is not to be completed prior to the recording of the final map or parcel map;

WHEREAS, the survey monumentation to be performed by Principal is more particularly set forth in that certain Subdivision Improvement Agreement dated August 22, 2024, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond to insure the setting of the monuments as required therein and payment to the Engineer or Surveyor who sets such monuments thereunder.

NOW, THEREFORE, Principal and Hartford Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Sixty Seven Thousand Six Hundred Ninety Five and 00/100 (\$ 67,695.00), said sum being not less than one hundred percent (100%) of the total cost of the setting of monuments as set forth in the Improvement Agreement and payment due to the Engineer or Surveyor for setting such monuments, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties for the setting of survey monumentation in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

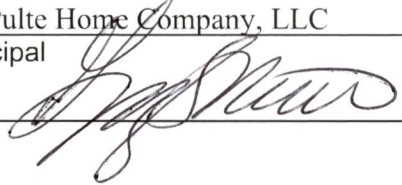
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and

specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

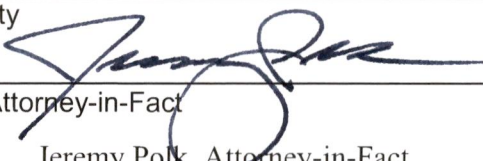
This bond is executed and filed to comply with Section 66496 of the California Government Code as security for installation and payment of survey monumentation as set forth in the Improvement Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of July, 2024.

(Corporate Seal)

Pulte Home Company, LLC  
Principal  
By   
Title Gregory S. Rives, Assistant Treasurer

(Corporate Seal)

Hartford Fire Insurance Company  
Surety  
By   
Attorney-in-Fact  
Title Jeremy Polk, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \$3.90 per thousand. The total amount of premium charges is \$ 264.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155

(Name and Address of Agent or Representative for service of process in California, if different from above)

Jeremy Polk c/o USI Insurance Services, LLC  
10940 White Rock Rd, 2nd Floor  
Rancho Cordova, CA 95670

(Telephone number of Surety and Agent or Representative for service of process in California)

602-505-6880

**ACKNOWLEDGEMENT BY PRINCIPAL**

**STATE OF GEORGIA)**

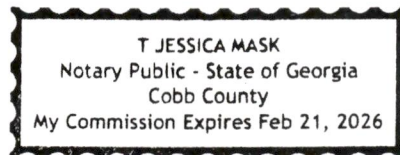
**) ss.**

**COUNTY OF COBB)**

This record was acknowledged before me on July 5<sup>th</sup>, 2024,  
appeared Gregory S. Rives, Pulte Home Company, LLC, who provided  
to me on the basis of satisfactory evidence to be the person who  
appeared before me and is personally known to me.

WITNESS my hand official seal.

  
\_\_\_\_\_  
Signature of Notary Public



**T. JESSICA MASK**  
*Notary Public State of Georgia*  
*My Commission Expires: February 21, 2026*

**ACKNOWLEDGEMENT**

**State of Arizona**

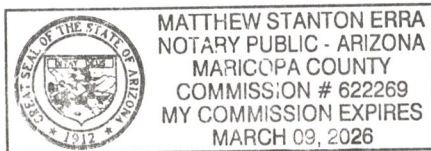
**County of Maricopa**

On 7/8/2024 before me personally appeared **Jeremy Polk** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)

  
\_\_\_\_\_

Notary Signature



**Matthew Stanton Erra**  
**Commission Expires March 9<sup>th</sup>, 2026**



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

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call: 888-266-3488 or fax: 860-757-5835

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Agency Name: USI INSURANCE SERVICES LLC

Agency Code: 59-300168

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- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 8th, 2024.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President





# Del Webb Explore Palm Desert (Refuge Specific Plan)

## New Action Plan 7/10/2024



# Immediate Measures Taken to Reduce Neighborhood Impacts and Address Concerns

- Stepped Up PM10/Dust Control Measures
- New Communication Plan with Neighbors
- Plan to address Damage Complaints
- Strict Enforcement of Construction Hours
- Revised Construction Access Plan
- Revised Construction Staging Area
- Addressing of Neighbor Questions
- Details Provided Below

# Daily dust control measures per PM10 Requirements:

- Daily watering all active areas being graded and disturbed. This includes cut/fill areas and access routes.
- PM10 spray inactive areas that have been completed or remain inactive for more than 72 hours
- Maintenance of construction entrances. Clean as needed.
- Daily City inspections
- Weekly MSA Consulting inspections

# Daily PM10 Measures & Additional Measures (Water Trucks, Water Spray, Water Towers):

## Tract Map No. 38434 – Explore Palm Desert

### Site Condition Photographs

|                      |                                                                                                                                                     |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Date                 | 06/21/2024                                                                                                                                          |
| Times of Observation | 10:00 AM                                                                                                                                            |
| Summary              | Conditions Demonstrating the Dust Control Compliance Measures<br>Start of Soil Pre-Watering: April 17, 2024<br>Start of Rough Grading: May 13, 2024 |

**Water Application Capacity and Deployment** – Two high-capacity water towers are installed to reduce the water loading time compared to a direct construction water meter. One (1) 8,000-gallon water pull (wagon) and up to four (4) 4,000-gallon water trucks are available and deployed to treat actively disturbed soils (earthwork and unpaved routes). These are scheduled for operation within the allowable construction hours and after-hours as necessary to address changing conditions.



**Active Site Watering** – High-capacity water pulls and trucks are actively treating unpaved roads and active earthwork areas.





# Additional Dust Mitigation Steps Added Above and Beyond Standard Requirements

- More frequent spray and respray with 6 month green colored polymer Envirotec.
- Added two 4,000 gallon water trucks that are working after hours and weekends. Monday – Friday 5:30am-8pm and Saturday & Sunday 6am-8pm.
- Temporary fencing with wind screen installed on south and southeasterly pads to help trap PM10 debris.
- Street sweep as needed on Julie Drive and Gerald Ford Drive
- Pulte will commence all permanent perimeter walls upon approval of plans and certification of pads.

# Daily PM10 Measures & Additional Measures – Continued (Polymer Spray, Street Cleaning, & Additional Fencing):

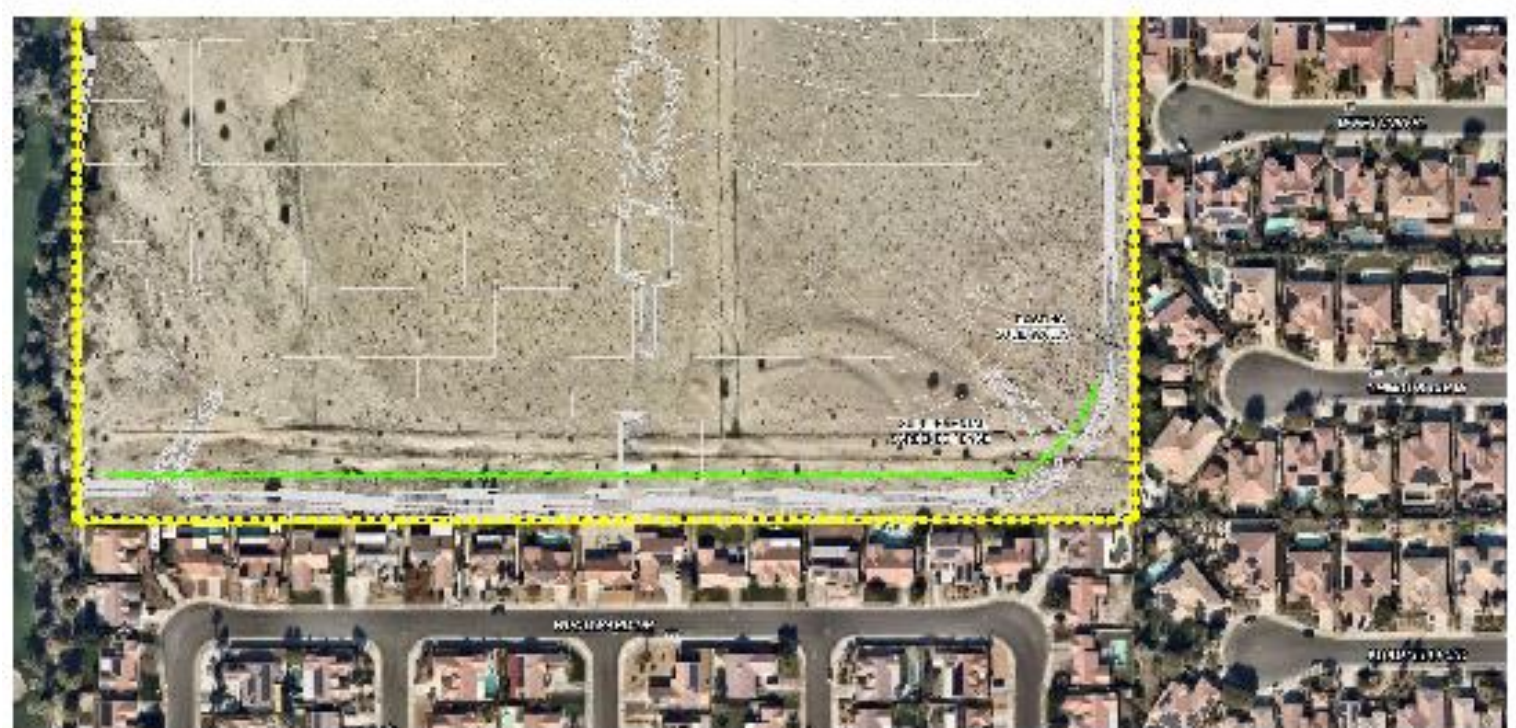
**Chemical Dust Suppressant (CDS) Application:** Soil binder is routinely applied to inactive or high sensitivity areas to control dust emissions. See attached records.



**Street Sweeping Equipment:** Street sweeping equipment is available for deployment along Gerald Ford and Julie Drive as necessary.



**Supplemental Fencing:** In addition to the perimeter walls, a temporary screened fence has been installed at the top of slope at the south edge of the project site to provide supplemental protection.



# New Communication Plan with Neighbors

Pulte will establish two forms of communication for neighboring residents:

- For non-emergency concerns, residents may send an email to [DWEXPLORELAND@pultegroup.com](mailto:DWEXPLORELAND@pultegroup.com) for any inquiries or concerns. A resident's inquiry via email should expect a response within 2 business days
- For emergency or urgent matters, Pulte has provided residents with a 24-hour call center at 1-877-724-6593. The call center will accept calls 24 hours a day allowing resident to share their concern as well as establish record of an issue or incident. The call center will make immediate contact with Pulte personnel who will then respond to each call as quickly as possible. Emergency calls will be prioritized and addressed immediately. Non-emergency calls should expect a return call by end of the next business day.



## New Plan to Help with any Damage to Neighbors' Properties (pools, walls, drainage, etc.)?

Upon receiving call from a neighboring resident, Pulte will investigate claims of property damage directly with the resident and address any necessary reparations resulting from Pulte's construction operations.

For example, Pulte has already met with Monique Bond and retained a pool cleaning company to complete cleanup at Pulte's cost. Pulte will coordinate with each call on a case by case basis. This effort is intended to address damage resulting from Pulte's operations and not typical Coachella Valley conditions.

# Steps to Better Enforce Construction Hours

City of Palm Desert approved hours are posted as such:

October 1 through April 30<sup>th</sup> – Monday through Friday 7:00am to 5:30pm

May 1 through September 30<sup>th</sup> – Monday through Friday 5:30am to 7:00pm & Saturday 8am-5pm

Pulte Homes has communicated the City's permitted work hours schedule to all subcontractors and is insisting on strict compliance. Pulte will continue to monitor to insure all workers comply with the City's approved work schedules.

Please report any violations to 1-877-724-6593

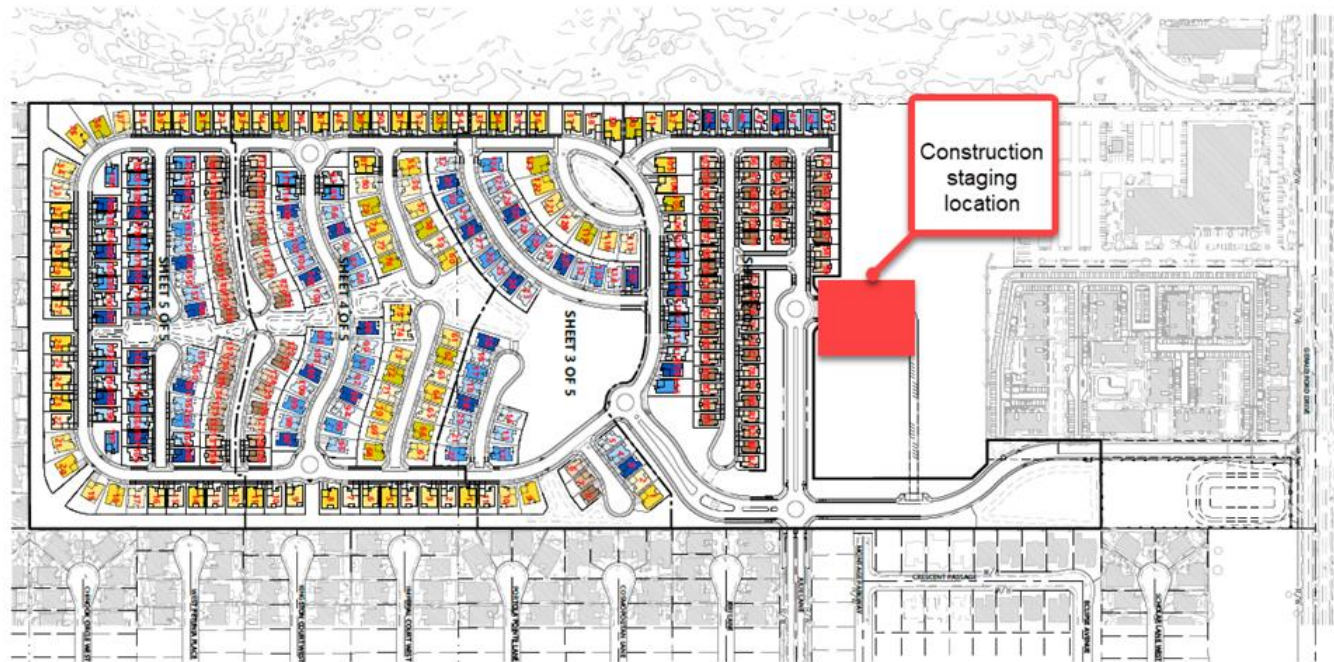
# Revised Construction Access Plan

All routine construction traffic in and out of the project will ingress/egress off Gerald Ford. Due to both efficiencies and safety concerns, we would like to keep the export trucking to access the site via Julie Lane and exit onto Gerald Ford as originally agreed upon with the City via the approved addendum to the PM10 plan (see attached PM 10 plan). The remaining export operation (trucking) is currently scheduled to resume on July 8 and anticipated to be complete by July 19. Once the trucking operation for export is complete, this access would be closed to construction traffic and opened upon completion of the design improvements. To insure no early arrival, we commit to have a monitor staged at Julie Lane and Portola in early morning hours to prohibit trucks to enter Julie Lane until city approved work hours.



# Revised Construction Staging Area

Construction staging for equipment, water tanks, material and parking will be established to try and keep a reasonable separation from neighboring homes. As construction progresses, staging location will vary but in the near term (by 7/5/24), Construction staging will be located in the general vicinity shown on image below.



As construction progresses and staging requires relocation Pulte will coordinate with City inspector to establish an acceptable location

## Perimeter Wall Heights and Stability

Pulte is currently evaluating the condition of the existing perimeter wall along the southern and eastern boundaries and will repair any damage caused by project operations. At the request of a few residents, Pulte will consider supplemental measures to stabilize and potentially increase the height of certain wall segments in coordination with the adjacent homeowners if circumstances warrant.

## Grading Benches for Walls:

1. The primary reasons to grade a bench for a wall is to cover the concrete footing and provide stability for the wall.
2. A secondary reason to provide a bench at the base of a wall is for maintenance reasons. In situations where you have 2-to-1 slopes (steep slopes), a bench (or a flat surface) at the top can be beneficial depending on the type of ground surface or planting

# Del Webb Explore – Project Timeline

Currently, Del Webb Explore is in rough grading phase of development which is anticipated to reach completion the end of July 2024.

Based upon timing of remaining approvals & construction cycle times Pulte forecasts Land Development operations to be substantially complete in spring of 2025.

And, with real estate market predictions, Pulte forecasts sales and construction of Explore’s 332 homes to start as early as December 2024 and continue into spring of 2027.

| Task Name                            | Duration | Start        | Finish      |
|--------------------------------------|----------|--------------|-------------|
| Del Web Explore                      | 760 days | Mon 5/6/24   | Fri 4/2/27  |
| ROUGH GRADING                        | 60 days  | Mon 5/6/24   | Fri 7/26/24 |
| TRACT 1 LAND DEV IMPROVEMENTS        | 115 days | Mon 8/19/24  | Fri 1/24/25 |
| TRACT 2 LAND DEV IMPROVEMENTS        | 115 days | Mon 11/18/24 | Fri 4/25/25 |
| HOME BUILDING OPERATIONS (332 homes) | 600 days | Mon 12/16/24 | Fri 4/2/27  |

# Drainage and Flood Control Improvements

- As explained by the City's engineering consultant Tim Jonasson, approximately 2/3 of the project site drained to the south and east in the natural, pre-development condition (see Slide 18).
- Mr. Jonasson also explained that the approved grading and hydrology plans require storm water and drainage from all developed lots and streets drain to the north to the retention basin adjacent to Gerald Ford Drive.
- The only water that will reach the open space buffer along the southern and eastern boundaries is rainfall landing directly on that limited area, which is a small fraction of pre-development flows.

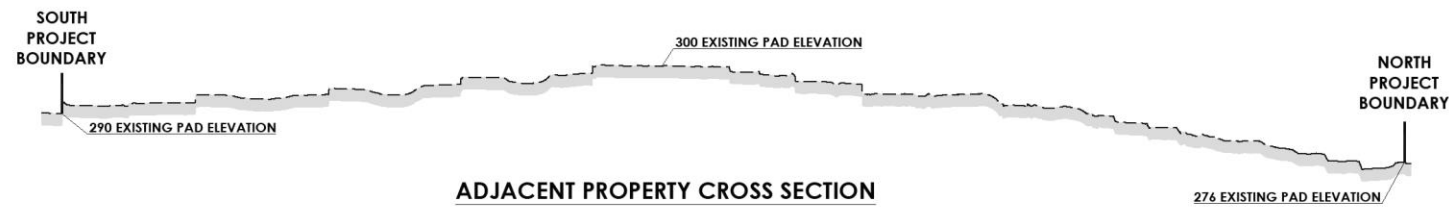
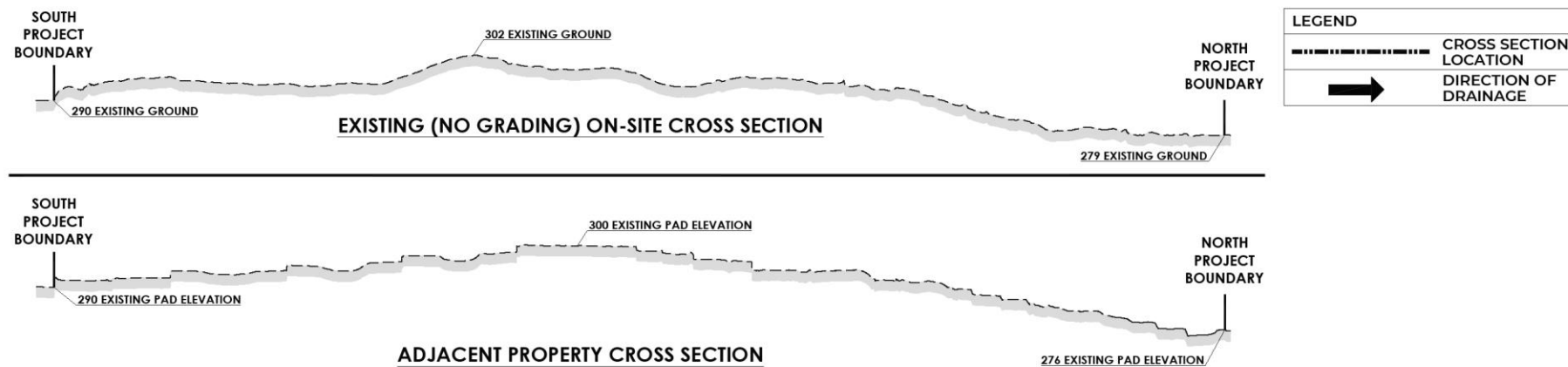
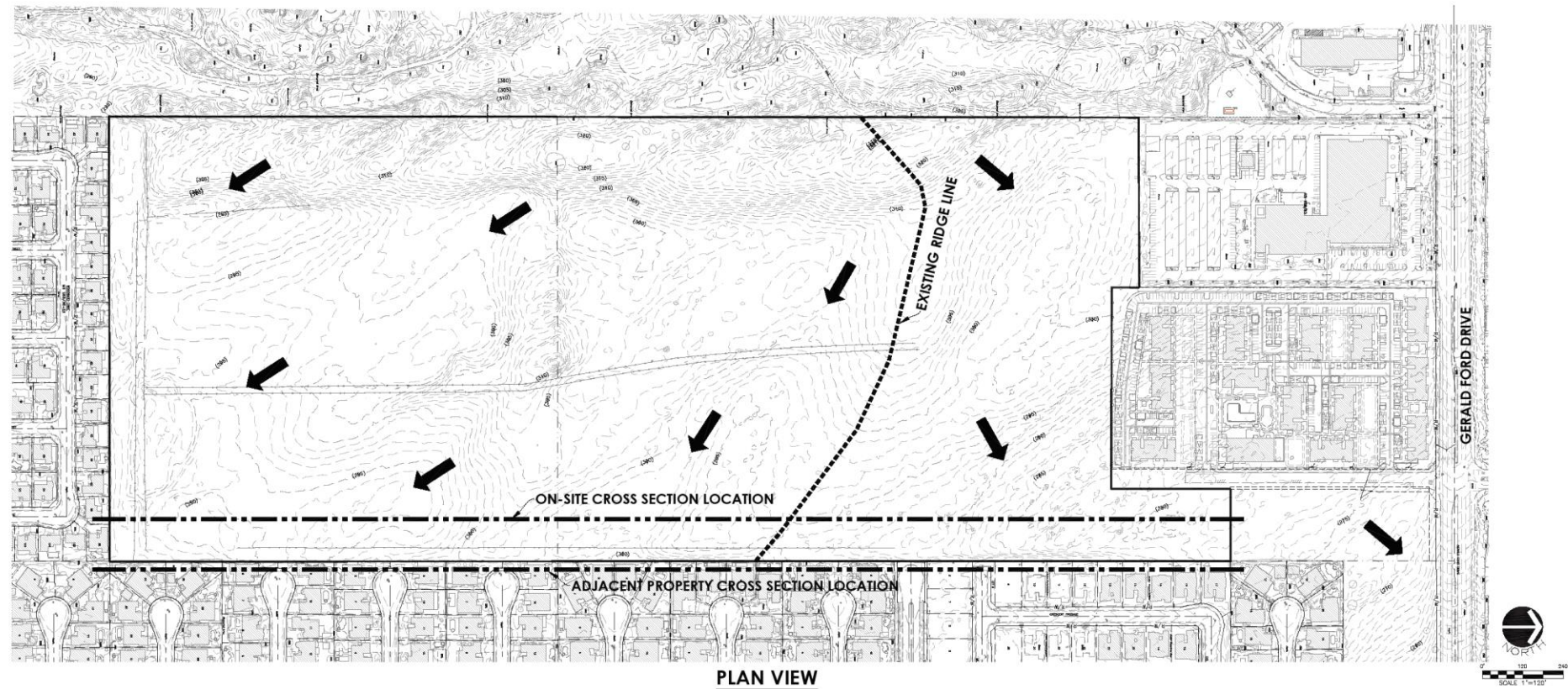
# Drainage and Flood Control Improvements Continued:

- In the existing condition (pre-development), approximately 38.9 acres drain to the southeast corner.
- Per the City Drainage Ordinance, the Engineer is to review the impacts of the 100-year, 24-hour storm. When reviewing those impacts, it's clear that Retention Basin A and Retention Basin B generate little to no ponding depth (red boxed and highlighted on the attached). However, as a conservative measure, MSA reviews all storms, i.e., the 1-, 3-, 6-, and 24-hour storms. In the proposed condition (post-development), approximately 2.4 acres drain to the south and southeast retention basins. These 2.4 acres represent approximately 0.14 acre-feet of runoff in the 100-year storm, 1-hour storm. Additionally, these retention basins don't receive any runoff from residential lots or streets. As discussed in the neighborhood meeting, this project sits on the top of the blow sand ridgeline. There are several hundred feet of blow sand below the surface and percolation tests performed, prior to development, recorded percolation rates around 50 inches per hour. A 100-year storm will drop 4 inches of rain in a 24-hour period. The existing soil has the capacity to infiltrate storms much larger than the 100-year storm. When reviewing the maximum capacity of these retention basins (maximum capacity defined as, 'depth equal to the lowest adjacent pad elevation'), we find both Basin A and B have the equivalent capacity to hold a 500 year storm. A 500-year storm is roughly 1.6 times the rainfall in a 100-year storm.

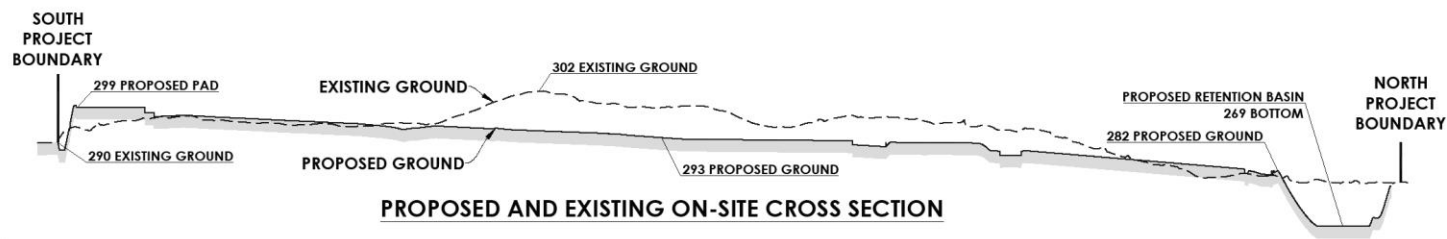
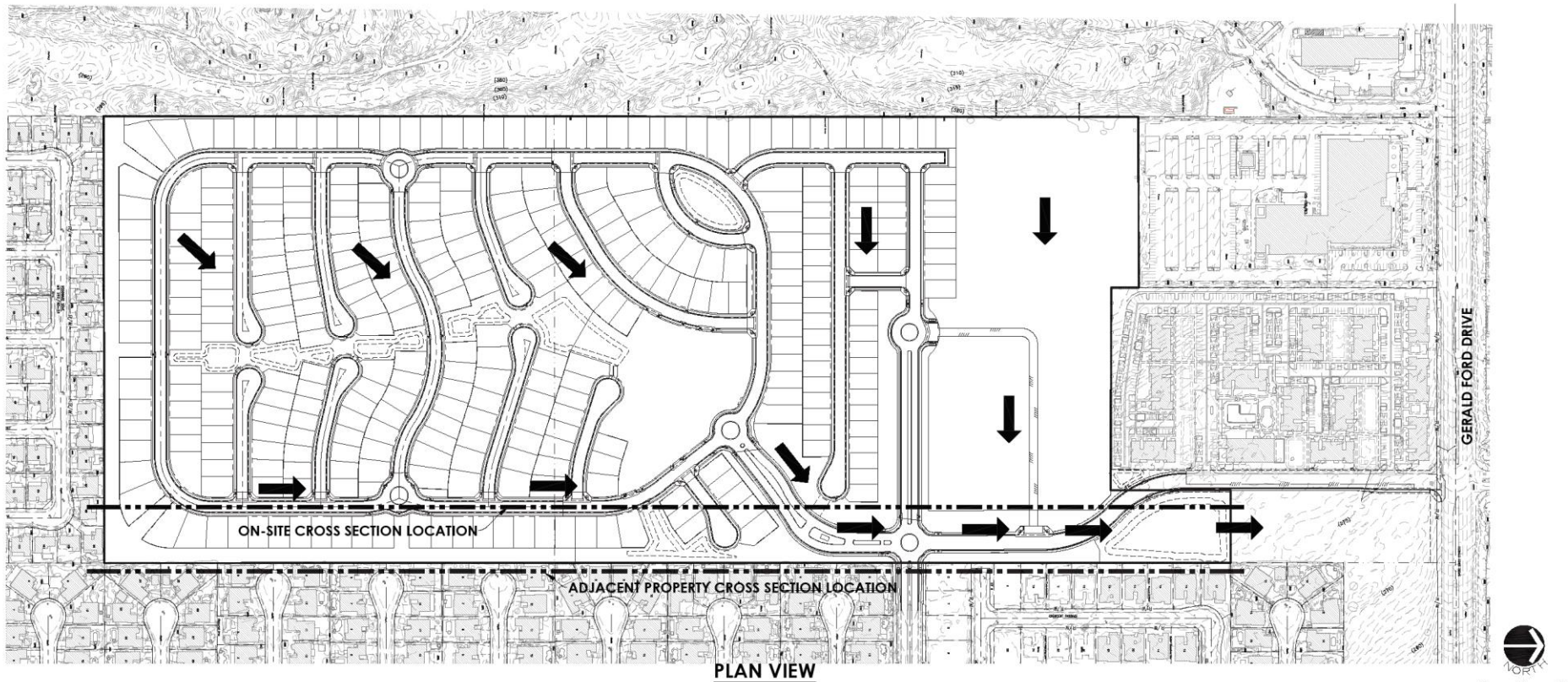


# Drainage and Flood Control Improvements Continued:

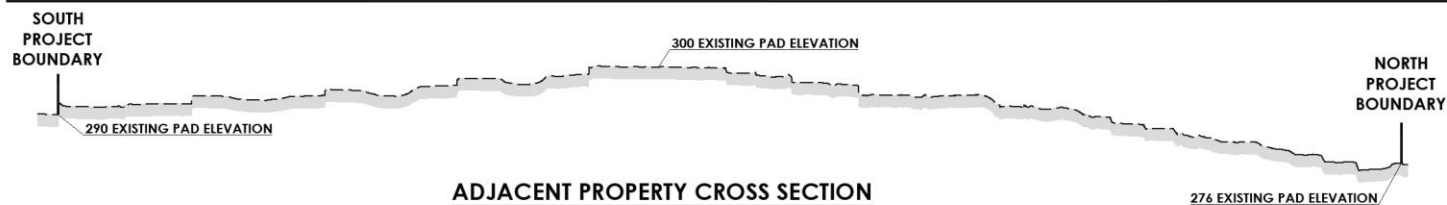
- Using a straight comparison, the proposed drainage condition reduces the tributary area to the south and southeast corner by 36.5 acres or 94 percent. These calculations are not typically required by the City and are not included in the hydrology report, but are provided to further clarify our drainage approach.
- The method used to grade and drain the project protects the existing and proposed residents, and reduces the flood risk of existing residences along the south and east sides by redirecting the runoff to north.







| LEGEND |                        |
|--------|------------------------|
|        | CROSS SECTION LOCATION |
|        | DIRECTION OF DRAINAGE  |



## Elevation of Finished Pads Along Southern and Eastern Perimeter of Project.

- The pad elevations were approved with the Specific Plan in 2022, and the lot elevations along the southern or eastern perimeter have never been raised since.
- All final pad elevations were confirmed in the grading plans recently approved by the City in Spring 2024.
- The lots along the southern and southeastern perimeter have been certified by the project engineer to conform to the approved pad elevations, and those pad certifications have been delivered to the City and are available for public review.

## Elevation of Finished Pads Along Southern and Eastern Perimeter of Project - Continued:

1. The key tie-in elevation for this project is Julie Lane.
2. With the Julie Lane elevation established (approximately 288.0), MSA designed streets at minimum slope (0.5%) to keep the streets and pad elevation as low as practical. 0.5% slope is the minimum allowable street slope in the City of Palm Desert.
3. There is approximately 2,500 linear feet from the Julie Lane intersection to the southeast corner of the project.
4. Pad elevations are set a little more than a foot above the top of curb adjacent to the lot. Pad elevations are set as low as practical while still providing flood protection and positive slope to the streets.

# Resident concern checklist:

## Monique Bond

- Concern: Sand in pool. Action: Pulte met with resident on 7/1/24 and has hired a pool company to clean pool and filters.

## Linda Candler and Charles Cronenweth

- Concern: Pad Elevation and Slope. Action: Pulte Engineer (MSA) provided approved pad elevation and approved 2:1 slope. Along with line of sight exhibit.

## Jana and Peter Koroczynsky

- Concern: Pad Elevation. Action: Pulte Engineer - MSA Consulting provided approved pad elevation information to resident. MSA is also verifying resident pad elevation. Certified pads have been provided to City to post on website for residents to verify our pads.
- Concern: Slope. Action: Pulte Engineer provided plan information regarding approved 2:1 slope.
- Concern: Drainage. Action: Pulte Engineer has provided approved drainage information to resident.
- Concern: Pulte not allowing private surveyors to check pads. Action: Pulte has granted access for private surveyors to access for pad verification.

## Eglert Gutierrez and Maria Torres

- Concern: Line of Sight. Action: Pulte and Engineer currently discussing response. We will respond by 7/4.

## Liz Bower

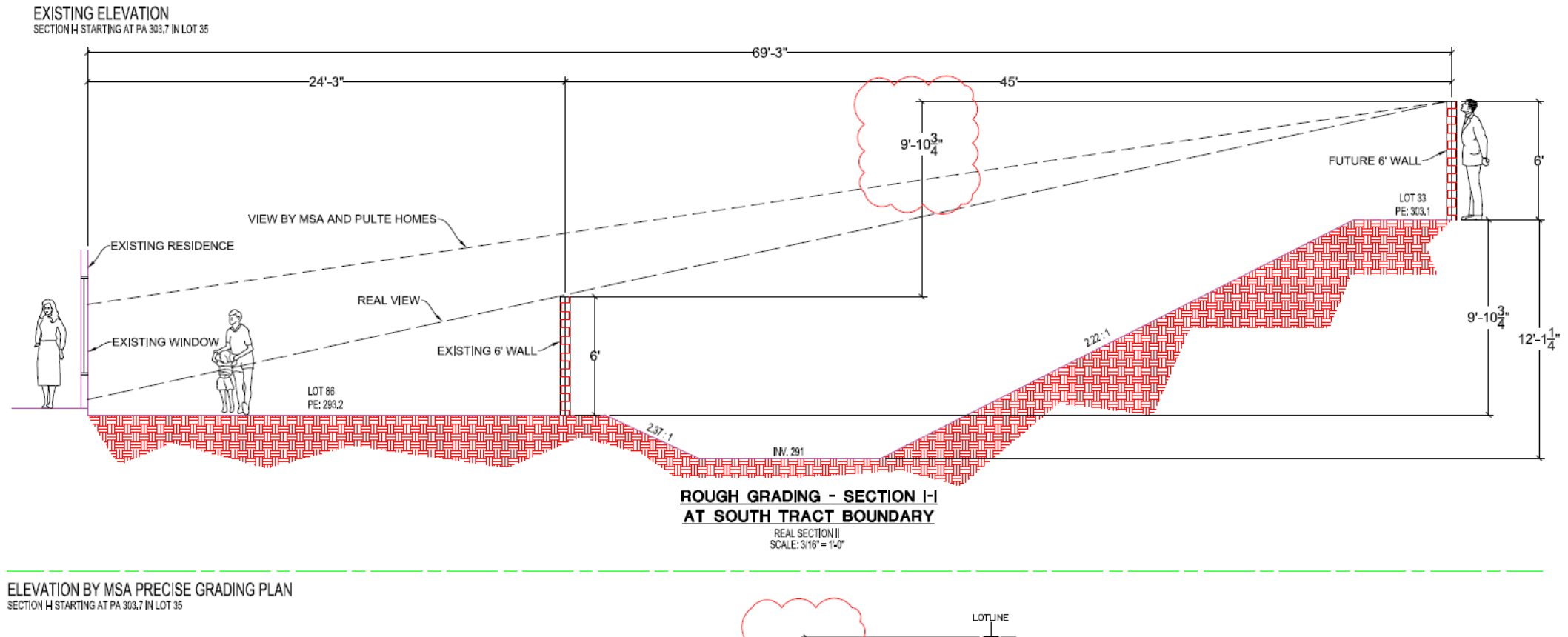
- Concern: Pad Elevation. Action: Pulte Engineer providing approved pad elevation information. Offered to confirm their pad elevation.



## Questions Regarding Sight-line and Privacy:

1. MSA Provided a Site Line Analysis along the southern boundary where pads are roughly 10' above neighbor lots.
2. Study indicates that a 6' individual cannot view the rear yard of neighbors
3. Neighbor provided image indicating 6' individual could see over and down to neighbors yard.
4. Pulte refutes the assertion. The average eye-line is 4"-5" below the top of head. An individual 6' or shorter would be looking directly into the wall.
5. Pulte asserts that, in general, individuals 6'4" and shorter would be restricted from viewing Neighbor's lots.
6. See Section on the following slide

# Questions Regarding Sight-line and Privacy:



# Additional Steps to Address Neighbor Concerns

- Certain homeowners have requested confirmation of their pad elevations and the adjacent project pad elevations. Pulte's surveyors and engineers at MSA are conducting the requested verifications and communicating directly with the homeowners.
- Pulte will allow homeowners to hire their own surveyor/engineer to confirm this information, who will be given permission to access the project site and verify pad elevations (subject to appropriate safety and insurance arrangements).

# Why can't Pulte and City explore lowering those elevations?

Pulte did explore lowering the pad elevations with our Civil Engineer and the existing graded condition would not allow this to happen without significant impacts to the existing residents and the Pulte project.

These impacts include:

- Directing potential storm flows toward the neighboring properties; and
- Substantial extension of the timeline to complete the grading and land development improvements.

## Addition Landscaping Along Open Space Buffer

Pulte will work with the City and the project landscape architect to provide additional landscaping in the buffer areas to soften views toward the new homes.

Pulte will also provide a community meeting with the residents along the southern and eastern boundaries to review the enhanced buffer landscape plan.





An aerial architectural rendering of a large residential development in Palm Desert. The image shows a dense grid of houses with brown tiled roofs and swimming pools, interspersed with palm trees and winding roads. In the background, a golf course with green fairways and sand traps is visible. The overall scene is a sunny, desert environment.

# Del Webb Explore Palm Desert



# Project Details:

- 332 SFU over 93 acres
- Homes will range from 1,900 to 3,100 square feet.
- Architectural Styles: Spanish Progressive, Mid-Century, and Desert Contemporary
- 6,000 to 7,000 sf Clubhouse with Fitness Room, Meeting Rooms, Lounge and Event Room
- Pool, Spa, Pickleball, Bocce, Event Lawn, Walking Trails and Open Space (over 13 acres)





# Project Status:

- Site Fully Graded
- Phase 1 Sewer, Water and Storm Drain installed
- Phase 1 Paving scheduled for 2/7/25 thru 3/7/25
- Models starting 2/17/25 - Opening Summer 2025
- Phase 1 Landscaping Summer 2025
- First Move-ins 3<sup>rd</sup> Quarter 2025
- Phase 2 Paving 3<sup>rd</sup> Quarter 2025
- Phase 2 Landscaping 4<sup>th</sup> Quarter 2025



# Communication:

- For Non-Emergency Concerns:  
**DWEXPLORELAND@pultegroup.com**
- For Urgent Matters: 1-877-724-6593 (24 Hour Call Center)
- The call center will accept calls 24 hours a day allowing resident to share their concern as well as establish record of an issue or incident. The call center will make immediate contact with Pulte personnel who will then respond to each call as quickly as possible. Emergency calls will be prioritized and addressed immediately. Non-Emergency calls should expect a return call by next business day depending on urgency of concern.



# Request: Maintain the height of neighbor's wall from buffer.

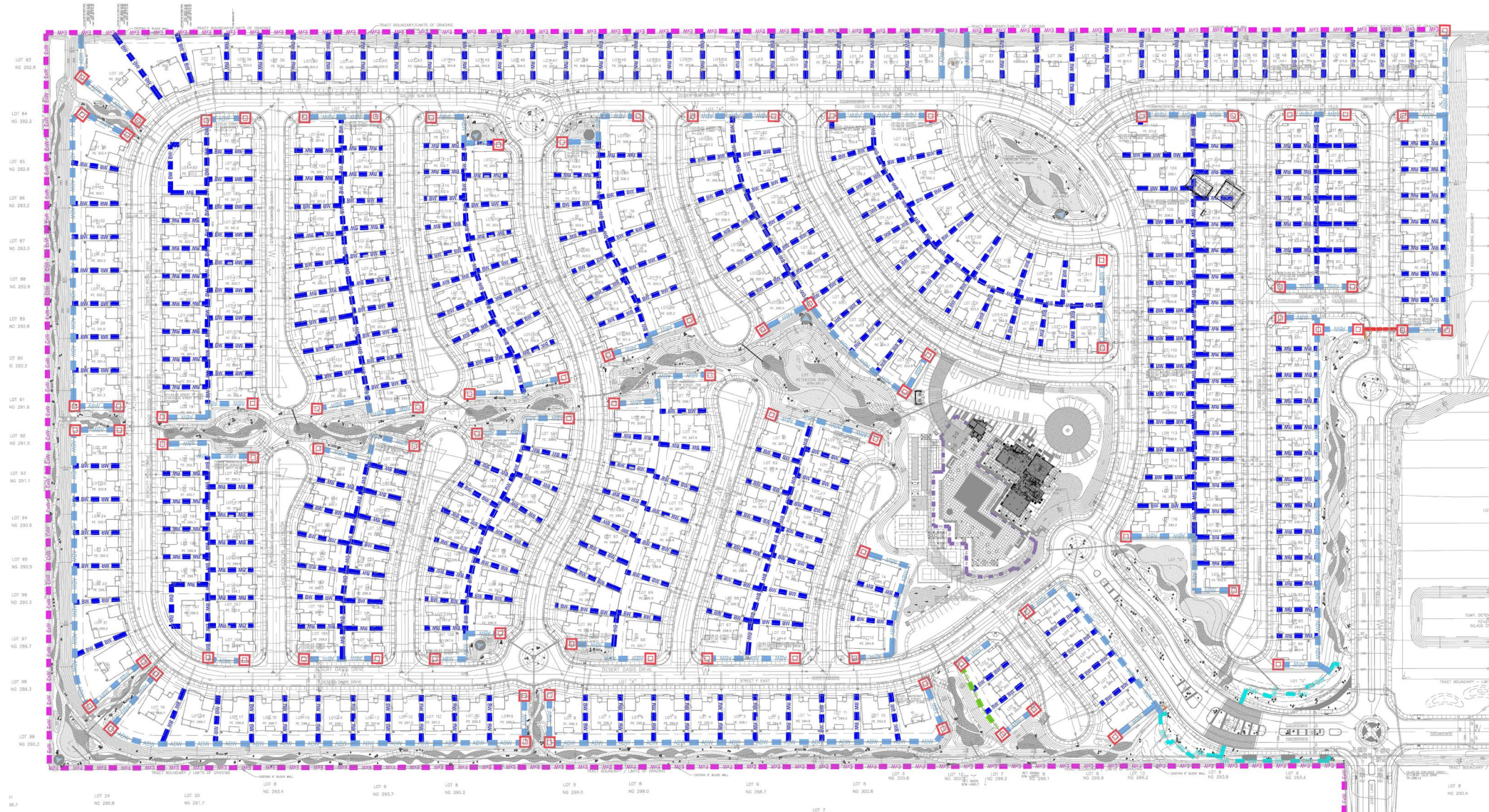
- Response: The existing Kaufman/Broad walls will remain as is. The ultimate wall height on Pulte side of property will be determined by the required soil coverage needed for the foundation per structural requirements.
- Additional: Pulte will be installing plant material that will deter people from approaching the existing Kaufman/Broad development walls. Examples: Bougainvillea and Agave.
- Additional: Pulte will work with the City to provide restricted access to the open space buffer. Example: provide signage or fencing and/or gates requiring fob key access.

# Proposed lots rear property line (abutting east and south open space) wall condition?

- Request: Residents requested that view fence be replaced with block wall for privacy.
- Response: Pulte replaced view fence with 6ft high block wall.



# Proposed Wall Plan:

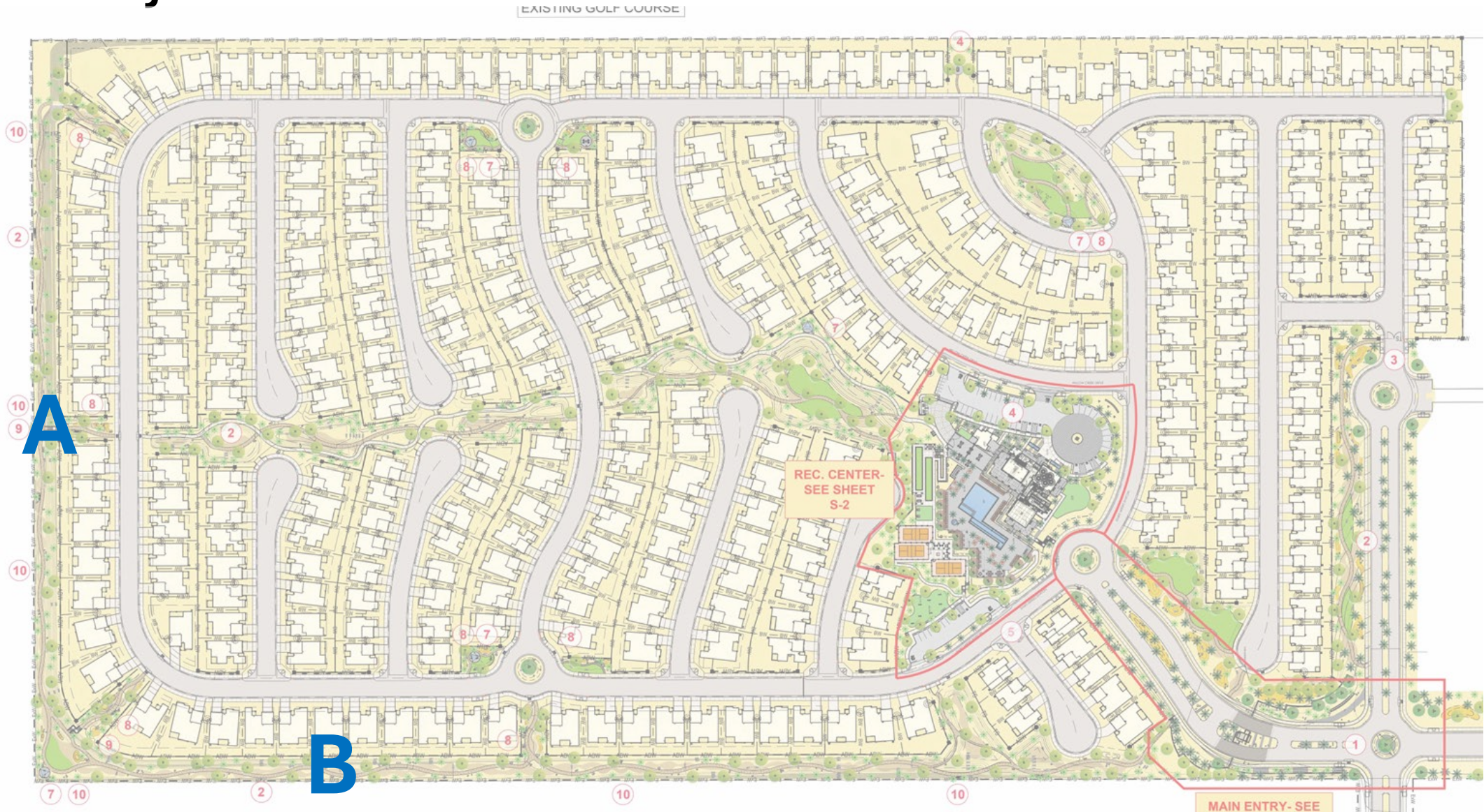




# East and South Open Space - Landscape & Slope Conditions:

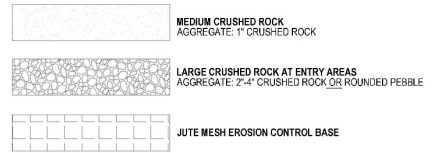
- Request: Residents expressed landscaping to be inline with Del Webb Rancho Mirage.
- Response: Pulte will be installing landscape inline with Del Webb Rancho Mirage.
- Additional: Pulte will be adding jute mesh and landscape material to add extra erosion control based on resident and Council comments.
- Additional: Pulte will be working with Civil Engineer, Landscape Architect and City on open space slope softening and trail buffer as we move into our precise grading plans.

# Phase 2: Overall Conceptual Landscaping Plan – Subject Areas “A” & “B”

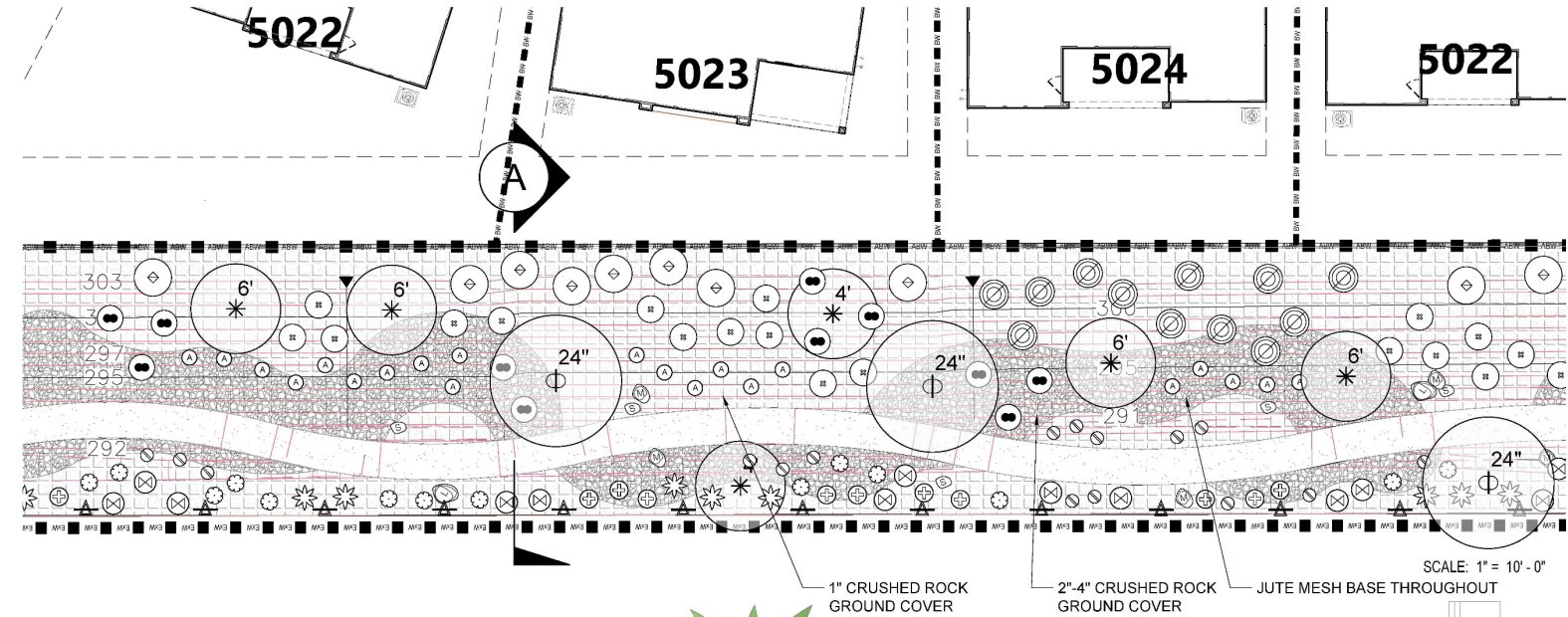




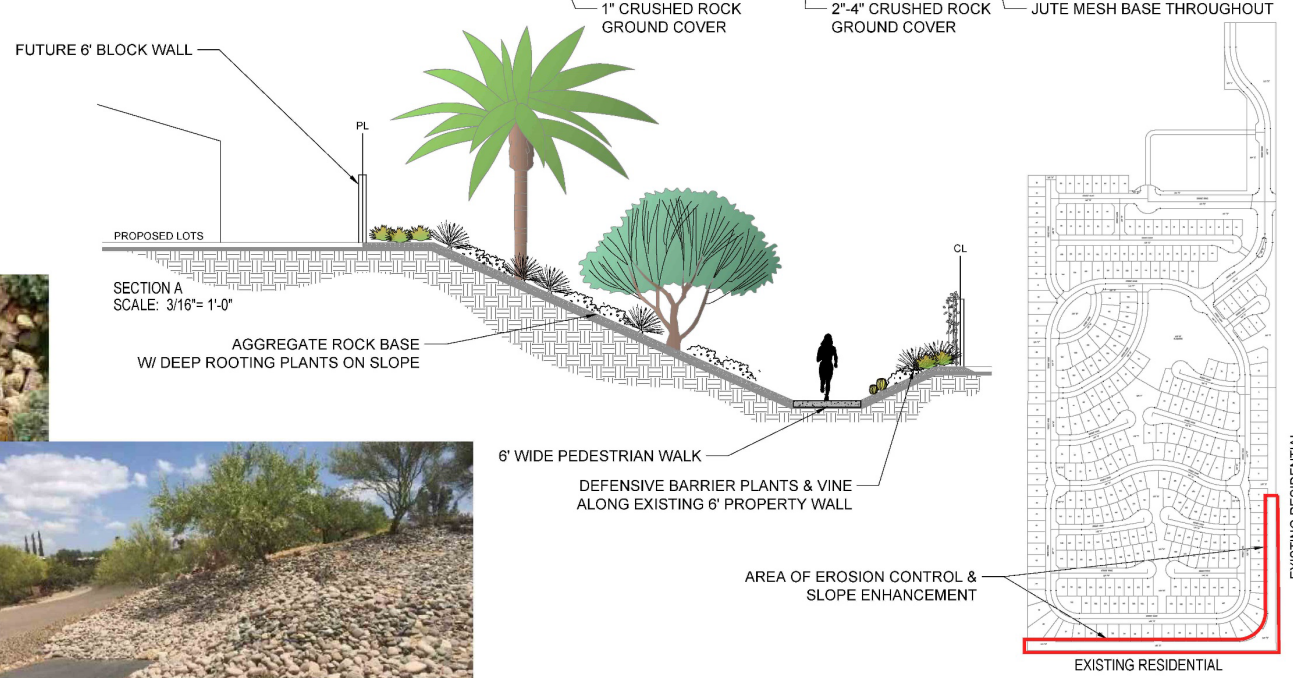
| SLOPE PLANTING                                      |                               |                        |       |    |
|-----------------------------------------------------|-------------------------------|------------------------|-------|----|
| SYM                                                 | BOTANICAL/COMMON NAME         | SIZE/SPACING           | WUCOL | QT |
| <b>TREES/PALMS</b>                                  |                               |                        |       |    |
| ⊕                                                   | PARKINSONIA 'DESERT MUSEUM'   | 24" BOX                | L     |    |
|                                                     | DESERT MUSEUM PALO VERDE      | MULTI TRUNK, SYMM.     |       |    |
| *                                                   | WASHINGTONIA FILIFERA         | 6TH SIZE NOTED ON PLAN | M     |    |
|                                                     | CALIFORNIA PALM               |                        |       |    |
| <b>DEEP ROOTED SHRUBS</b>                           |                               |                        |       |    |
| Ⓐ                                                   | ACACIA REDOLENS               | 1 GAL                  | L     |    |
|                                                     | DESERT CARPET                 | 4" O.C.                |       |    |
| Ⓐ                                                   | BOUGAINVILLEA 'BARBARA KARST' | 5 GAL                  | M     |    |
|                                                     | BOUGAINVILLEA                 | 4" O.C.                |       |    |
| Ⓐ                                                   | CAESALPINIA PULCHERRIMA       | 15 GAL                 | L     |    |
|                                                     | RED BIRD OF PARADISE          | 19" O.C.               |       |    |
| Ⓐ                                                   | HESPERALOE PARVIFOLIA         | 1 GAL                  | L     |    |
|                                                     | RED YUCCA                     | 6" O.C.                |       |    |
| Ⓐ                                                   | LANTANA 'NEW GOLD'            | 1 GAL                  | M     |    |
|                                                     | NEW GOLD LANTANA              | 6" O.C.                |       |    |
| Ⓐ                                                   | TECOMA STANS 'ORANGE JUBILEE' | 5 GAL                  | M     |    |
|                                                     | ORANGE TRUMPET BUSH           | 9" O.C.                |       |    |
| <b>DEFENSIVE BARRIER PLANTS ALONG PROPERTY WALL</b> |                               |                        |       |    |
| ⊗                                                   | AGAVE DESMETTIANA             | 15 GAL                 | L     |    |
|                                                     | WEBER'S AGAVE                 | 6" O.C.                |       |    |
| ⊗                                                   | DASYLIRON WHEELERI            | 5 GAL                  | L     |    |
|                                                     | SPOON YUCCA                   |                        |       |    |
| ⊗                                                   | ECHINOCACTUS GRUSONII         | 15 GAL                 | L     |    |
|                                                     | GOLDEN BARREL CACTUS          | 4" O.C.                |       |    |
| ⊗                                                   | YUCCA FILAMENTOSA             | 15 GAL                 | L     |    |
|                                                     | ADAMS NEEDLE                  | 6" O.C.                |       |    |
| <b>VINES ALONG PROPERTY WALL</b>                    |                               |                        |       |    |
| Ⓐ                                                   | BOUGAINVILLEA 'BARBARA KARST' | 15 GAL                 | M     |    |
|                                                     | BOUGAINVILLEA                 | 20" O.C. VINE          |       |    |



JUTE MESH EROSION CONTROL SYSTEM W/  
LARGE AGGREGATE ROCK GROUND COVER



SCALE: 1" = 10' - 0"



## EXPLORE IN PALM DESERT | Slope Erosion Control - Jute Mesh + Large Rock Ground Cover + Deep Rooting Plants





BOUGAINVILLEA 'BARBARA KARST' - VINE  
**VINES ALONG PROPERTY WALL**



YUCCA FILAMENTOSA  
ADAMS NEEDLE



AGAVE DESMETTIANA  
WEBER'S AGAVE



ECHINOCACTUS GRUSONII  
GOLDEN BARREL CACTUS



DASYLIRION WHEELERI  
SPOON YUCCA

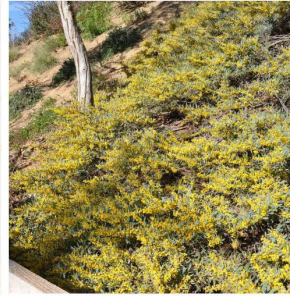
### **DEFENSIVE BARRIER PLANTS ALONG PROPERTY WALL**



WASHINGTONIA FILIFERA-  
CALIFORNIA FAN PALM



TECOMA STANS 'ORANGE JUBILEE'  
ORANGE TRUMPET JUBILEE



ACACIA REDOLENS  
DESERT CARPET



BOUGAINVILLEA 'BARBARA KARST'



PARKINSONIA 'DESERT MUSEUM'-  
PALO VERDE

### **TREES/ PALMS**



CAESALPINIA PULCHERRIMA  
RED BIRD OF PARADISE



HESPERALOE PARVIFLORA  
RED YUCCA



LANTANA NEW GOLD

### **DEEP ROOTED SHRUBS ON 2:1 SLOPE**



An aerial photograph of a modern residential community. The central focus is a large, light-colored clubhouse with a flat roof and a covered outdoor area. Adjacent to the clubhouse is a large, rectangular swimming pool with blue water and several lounge chairs. To the left of the pool are two green tennis courts with high fences. Further to the left is a golf course with a green and a sand trap. The entire community is surrounded by numerous single-story houses with brown roofs and walls, interspersed with palm trees and other desert landscaping. A winding road runs through the community, and several cars are visible on the streets. The word "Questions" is overlaid in white text on the left side of the image.

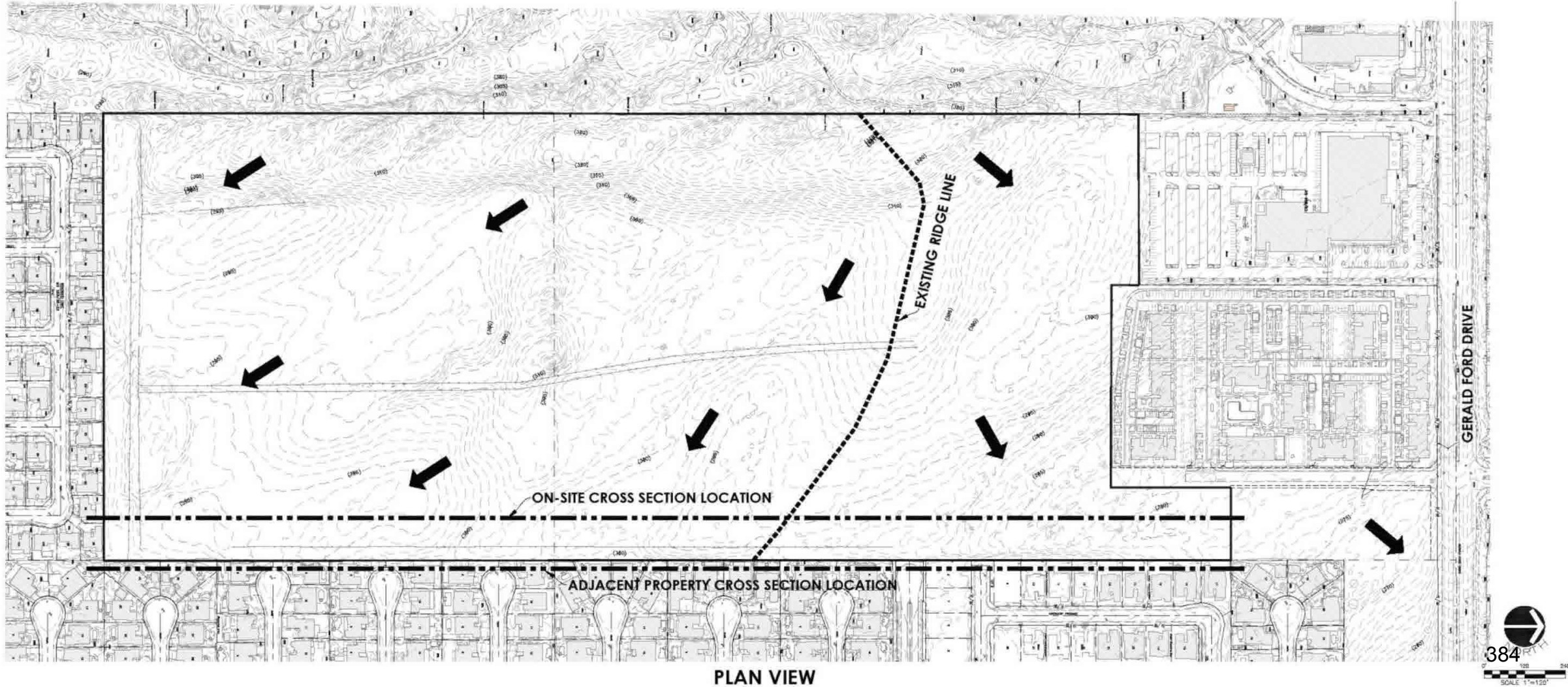
Questions



# Site Drainage:

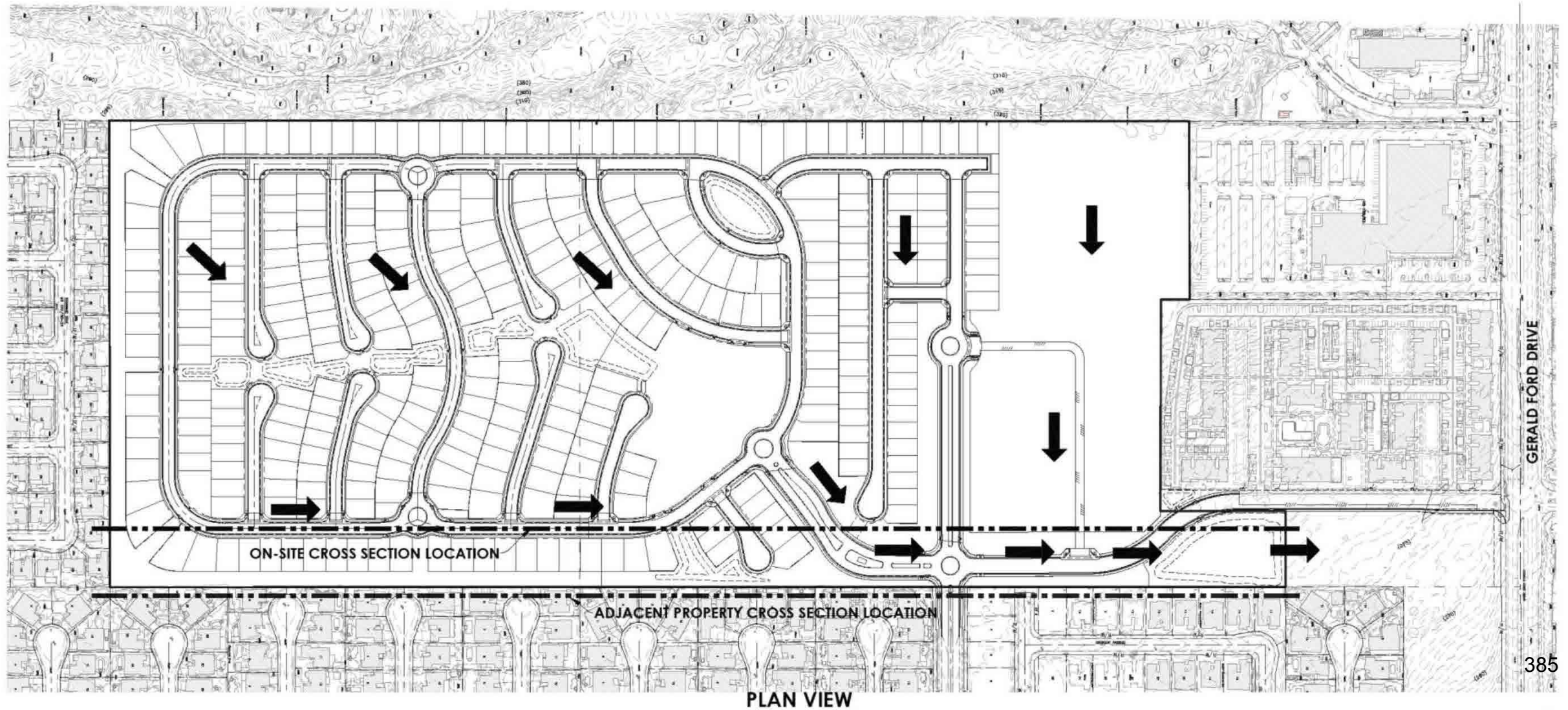
- Concern: Site Drainage entering east and south open space buffer from proposed streets and residential lots.
- Response: Site Drainage is staying within streets and storm drain infrastructure and will not be entering the east and south open space lots.
- The east and south open space lots will only retain what rain falls on that area.

# Previous Existing Drainage Condition





# Current Drainage Condition





RESOLUTION NO. 2024-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE FINAL SUBDIVISION MAP OF TRACT MAP 38434-1.

WHEREAS, Parcel Map conforms to the requirements of the Subdivision Map Act and City Ordinances; and

WHEREAS, the Tentative Tract Map 38434 (TTM38434) was approved to subdivide 93.5 acre site into 1 condominium lot (14.29 acres) and 332 single family residential lots (approximately 70 acres); and

WHEREAS, the TTM 38434 identified Lot A as a private open space lot totaling 1.16 acres which included a portion of city right of way (5,821 square feet) of Explorer Drive. The future extension of Explorer Drive was designed to curvature the street resulting in portion of public right of way to be an excess area. The TTM 38434 identified this area as private open space; and

WHEREAS, the Final Subdivision Map of Tract Map 38434-1 has been approved by the City Engineer as a phasing map and securities posted for the associated phases. Final Subdivision Map of Tract 38434-1 includes 135 single family residential lots, 10 lots for public streets, 11 lots for private open space, and 1 lot for the clubhouse (38.23 acres). It has excluded the 5,821 square foot portion of right of way. City will execute a maintenance and easement agreement for that portion of right of way with Applicant to be maintained in perpetuity; and

WHEREAS, the Final Subdivision Map of Tract Map 38434-1, has met the Conditions of Approval for this project (Resolution Nos. 2022-93, 2841, and 2859).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Final Subdivision Map of Parcel Map 38434-1, City of Palm Desert, California, is hereby approved as the official map of said tract, subject to the conditions of the Tentative Map.

SECTION 3. The Director of Development Services is directed to process the Parcel Map for recording upon receipt of the required payment of all fees.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon this adoption.

ADOPTED ON AUGUST 22, 2024.

DocuSigned by:

*Karina Quintanilla*

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KARINA QUINTANILLA  
MAYOR

ATTEST:

Signed by:

*Anthony J. Mejia*

8063A180723D437...

ANTHONY J. MEJIA  
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2024-066 is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on August 22, 2024, by the following vote:

AYES: HARNIK, KELLY, AND TRUBEE  
NOES: QUINTANILLA  
ABSENT: NONE  
ABSTAIN: NESTANDE  
RECUSED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on 8/23/2024.

Signed by:

*Anthony J. Mejia*

8063A180723D437...

ANTHONY J. MEJIA  
CITY CLERK



REFUGE SPECIFIC PLAN – KAUFMAN/BROAD SUBDIVISION REQUESTS

| Items                                   | Clarification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Request to Pulte                                                                                                                                                                         | Pulte Response                        |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>Refuge Specific Plan</b>             | <p>When the Specific Plan was adopted, the intent was to allow for customized development standards that allow for flexibility to adjust residential products to market demand. The only standard that did not allow flexibility was building height, measured from the final grade.</p> <p>At the time, the standards didn't limit the final grade, and there were no limitations restricting the pad elevations.</p>                                                                                                                                                                                                                 | None                                                                                                                                                                                     | None                                  |
| <b>Height of Building Pads</b>          | <p>The pad elevations were outlined in the Specific Plan's conceptual Landscape Plan and later incorporated into the tentative map.</p> <p>When the site was redesigned, staff required a community meeting and a public hearing with the Planning Commission. After the pad heights were adjusted again, an additional public hearing with the Planning Commission was required.</p>                                                                                                                                                                                                                                                  | Will be required to provide pad certifications when a precise grading plan is submitted and finalized. If there are any increases, a public hearing for any adjustment will be required. | Understood                            |
| <b>45' or 50' wide landscape buffer</b> | <p>The goal of the Specific Plan was to offer flexibility in site development, including a 45-50ft landscaped buffer. While the staff reports referred to the maximum of 50' instead of the minimum, both the initial community meeting and City Council presentation referenced 45', which is allowed under the Specific Plan. We understand how confusing this could be, but it does not invalidate the approvals or the overall objectives of the Specific Plan.</p> <p>All initial maps and plans, including the cross sections provided in the Specific Plan's conceptual landscape plans, were designed with the 45' buffer.</p> | Reduce lot depths to 90' which would add 3.5' to 4.5' of additional buffer at the top of the new lots.                                                                                   | They would not reduce the lot depths. |

## REFUGE SPECIFIC PLAN – KAUFMAN/BROAD SUBDIVISION REQUESTS

|                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                      |                                                                                                                                                                                              |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Landscaping of slope</b>                                    | Landscaping of slope will be reviewed at the community meeting on Feb. 4 <sup>th</sup> and is yet to be finalized. It must be completed prior to any perimeter home                                                                                                                                                                                                                                                                                                                     | Ensure landscaping is high quality similar to their Rancho Mirage project as requested by the neighbors and install sooner.                                          | Will make in line with Rancho Mirage project and will discuss the timing at the community meeting.                                                                                           |
| <b>Width of walkway</b>                                        | The width of the walkways shown is 8’.                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Request to Pulte is to increase this width by decreasing home lot depth, decrease “bench”, terrace slopes, and overall increase width                                | Pulte will review this with their engineering team and provide further details through Phase 2 landscaping and precise grading to potential modify the slope with terracing/retaining walls. |
| <b>Installation of block wall along lot boundary</b>           | Plans show these walls as “view lots” under certain references but can be block wall                                                                                                                                                                                                                                                                                                                                                                                                    | All perimeter walls shall be block walls                                                                                                                             | All perimeter walls will be block walls.                                                                                                                                                     |
| <b>Maintaining the height of neighbor’s wall from buffer</b>   | The height of the adjacent walls shall be maintained at 6’ from the adjacent grade.                                                                                                                                                                                                                                                                                                                                                                                                     | Make sure final grading keeps all walls at their existing heights (6’)                                                                                               | Pulte will review this with their engineering team and provide further details through Phase 2 landscaping and precise grading.                                                              |
| <b>Not allow any drainage from project into landscape area</b> | The only drainage in the landscape area is the runoff from rain that would fall in the landscape area.                                                                                                                                                                                                                                                                                                                                                                                  | This will be confirmed again when the precise grading plan is submitted.<br><br>Once these are approved by the City Engineer, staff will provide these plans online. | Understood                                                                                                                                                                                   |
| <b>No public access to landscaped trail</b>                    | Project is not approved or allowed to be gated but landscaped trail is to be privately (HOA) owned and maintained. Additionally, the Specific Plane states that the community trails are intended for residents and will not be accessible to the public.                                                                                                                                                                                                                               | Maintain these are for private use only and post signage restricting use to residents of the Specific Plan.                                                          | First part is agreed to, staff will be discussing these options with Pulte in advance of the community meeting.                                                                              |
| <b>Grading shelf/bench</b>                                     | In a grading plan, a “bench” refers to a flat, horizontal step that is intended to cut a slop to provide stability and reduce speed of water runoff. This term has been used interchangeably as a “Shelf” or “Bench”<br><br>Original drawings show minimal length of these shelves along the east and south and although they are used to help with stability and drainage, staff is looking at final plans to be designed to not increase the amount of sloped area within the buffer. | Request to Pulte is to decrease “bench”, terrace slopes, and overall increase width of flat walkway area                                                             | Pulte will review this with their engineering team and provide further details through Phase 2 landscaping and precise grading to potential modify the slope with terracing/retaining walls. |

REFUGE SPECIFIC PLAN – KAUFMAN/BROAD SUBDIVISION REQUESTS

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                   |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Coyotes</b>         | <p>There has been a reported increase in coyotes within the project site, along the southern and eastern perimeters.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>No request was made to Pulte, but the City’s code enforcement immediately reached out to Riverside County Animal Control. The issue was found to potentially be from construction of the Cotinho project in Rancho Mirage creating easterly migration of many coyotes and eventually landing on the Marriot property west of Pulte. Then, the Marriott property cleaned the perimeter of their property and inadvertently led to Coyotes moving further east. The City has reached out to Marriott to find solutions.</p> | <p>No action from Pulte needed, but neighboring Marriott will provide action.</p> |
| <b>View protection</b> | <p>The Specific Plan lists the following as it relates to “View preservation”: <i>General Plan policy 2.1 View Corridor preservation is intended to protect and preserve existing, signature views of the hills and mountains from the City.</i></p> <p>This policy is intended to protect from <u>View corridors</u> such as Gerald Ford street. The Specific Plan response to this is that “scenic views are taken into considering during the planning process”.</p> <p>Multiple standards were implemented into the plan for height and views, including: “All multi-story development of two stories or more shall mitigate negative shade/shadow and privacy impacts by stepping back upper floors and avoiding direct views into neighboring single-family yards as feasible.” And “All proposed residential development within 50 feet of Planning Area 5 shall be no greater than one-story, contained within 18 feet.”</p> | <p>No request to Pulte other than understanding adherence to the development standards and that any revisions require Planning Commission approval at a public hearing.</p>                                                                                                                                                                                                                                                                                                                                                  | <p>Understood.</p>                                                                |



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: March 13, 2025

PREPARED BY: Shawn Muir, Community Services Manager

SUBJECT: ADOPT A RESOLUTION TO INCREASE ADMISSION FEES FOR THE  
PALM DESERT AQUATIC CENTER

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## **RECOMMENDATION:**

1. Hold a public hearing on approving a one-time increase of admissions fees to the Palm Desert Aquatic Center based on Year 2 of a proposed 5-year fee increase plan.
2. Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, INCREASING CERTAIN ENTRY FEES FOR THE PALM DESERT AQUATIC CENTER AND TAKING OTHER ACTIONS THEREIN."
3. Authorize appropriation totaling \$497,527 to the appropriate Aquatic Center Expenditure Accounts from available Aquatic Facility Fund Balance.

## **BACKGROUND/ANALYSIS:**

The Palm Desert Aquatic Center (PDAC) was opened as a new recreational amenity for the community in 2011. At that time, entry fees were established by Resolution No. 2011-32 (Attachment 1), and a 60% cost recovery goal was set. Due to rising operational costs, lack of fee adjustments for many years, and lower attendance, cost recovery for operations dipped to approximately 34% in 2023. Staff and the operator have increased programming in an attempt to improve revenues, as operating hours for concessions and recreational swimming was reduced following the pandemic. The increased city subsidy for operational expenses combined with the financial impact of potential future capital improvement projects for new amenities, prompted a fee analysis in FY 2022-23 to ensure the PDAC plans for a sustainable path forward.

Staff first reviewed this information with the Parks and Recreation Committee at their meetings in August 2022 and February 2023. Some considerations given by the Committee were the benefits that new attractions would bring to the PDAC and a program for low-income residents, should the fees be increased. A presentation was given to the City Council during a Study Session on March 23, 2023. At that meeting, staff were asked to gather additional data about other aquatic centers in the region for comparison on fees, cost recovery, operator and staffing, amenities, size, and other such factors. Staff found that most aquatic centers are operated by the city, charge similar or higher fees at PDAC, and do not have a formally established recovery rate. Also, most facilities do not have as many attractions or amenities as PDAC.

Staff conducted a separate financial analysis to determine the need to address the rising annual city subsidy in relation to the 60% cost recovery goal set in the original resolution (2011-32). A 5-year plan that to incrementally manage (and hopefully mitigate) the rising city subsidy of the facility was developed. The increase was kept at a moderate level, and an income-qualified discount program was established. The plan was presented to the Parks and Recreation Committee and was approved to move forward for City Council approval. The City Council



approved Resolution No. 2023-045 to increase the PDAC fees on September 14, 2023, and the new rates were implemented beginning January 1, 2024.

As part of the 5-year plan that was presented in 2023, staff committed to analyzing the effect of the fee increase on attendance rates, the City subsidy, and utilization of the income qualified discount program for the community. The income qualified discount program is based on existing programs in place with electric, water, and gas companies in the Coachella Valley. A PDAC visitor requesting to utilize the income qualified discount program would only need to bring a current bill showing their participation in one of these programs to qualify. If qualified, their group would be charged for facility use based on the previous fee structure (2011) and would not be subject to the proposed increase.

Following a full year of the new fee structure, staff observed that attendance increased slightly from 46,385 to 47,190. The fee increase accounted for \$108,000 in additional net revenue than would have been received had the fees not changed. The income-qualified discount program was used by 87 people (<1% of total admissions). Of the 87 discounted entries provided, 64 (74%) of them occurred in June-August when recreational swimming is available. Overall, the city subsidy for operational costs is projected to increase as cost recovery is expected to decrease from 33% in Fiscal Year 2023-24, to an estimated 28% in 2024-25 as new food options, programs, and other amenities are explored.

An analysis of the Year 1 increase was presented to the Parks and Recreation Committee at their regular meeting on February 4, 2025, along with two options to further increase the PDAC fees in 2025. These options are hereafter described as the “Original Proposal,” which was included in the 5-year plan presented in 2023, and the “Alternative Proposal,” which was calculated as part of the annual review at the end of year 1 (see chart in Financial Impact section below). The presentation also included information about the next steps for approval and roll-out of the new fee structure. Below is a timeline illustrating this plan:

| April 1, 2025: Year 2 Fee Increase                                                              |                                                                                                             |                                                                                                                       |                                                                                                                                                                  |
|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| January 2024                                                                                    | February 2025                                                                                               | March 2025                                                                                                            | Spring 2026                                                                                                                                                      |
| Implementation of first fee increase.<br>Establishment of income-qualified admissions discount. | Review and consideration by Parks & Recreation Committee.<br>Unanimous vote to recommend Alternative Option | Staff recommend City Council adoption of Resolution to increase fees in concurrence with Parks & Recreation Committee | Staff will evaluate 2025 data to determine the effect of the Year 2 increase. Information will be brought to the Committee and Council for Year 3 consideration. |

The Parks and Recreation Committee voted unanimously to recommend that the City Council consider an increase to the PDAC fees according to the Alternative Proposal, allowing for a more moderate increase than the Original Proposal.

To increase the PDAC fees, the City Council is required to hold a noticed public hearing pursuant to California Government Code section 66018. Notice was published twice in a newspaper of general circulation at least ten (10) days prior to today's public hearing with at least five (5) days intervening between each publication. The notice provided the date, time, and location of this evening's public hearing.

At the public hearing, the City Council will hear all oral and written presentations regarding the PDAC fees from the public. Staff have prepared an estimate of the costs for the proposed PDAC fees and determined the fees do not exceed the reasonable estimate of costs to maintain and provide the PDAC facilities and services.

The City Council may decide to establish fees at a lower rate should the public interest and welfare be served. If adopted, the fees attached in Exhibit A will be effective April 1, 2025, and all previous PDAC fees referenced in the attached exhibit will be superseded. The adoption of these fees does not impact any other City fee, charge, or rates previously adopted by the City Council.

Adoption of the Original Proposal for the Year 2 fee increase is projected to generate approximately \$130,000 in additional revenue to support PDAC activities. In contrast, adopting the Alternative Proposal, endorsed by the Parks and Recreation Committee, is estimated to generate approximately \$74,000—resulting in a revenue difference of \$56,000.

**Legal Review:**

This report has been reviewed by the City Attorney's Office. Specifically, the requirement for a public hearing pursuant to Government Code, Section 66018 and the noticing schedule presented by staff was reviewed.

**Appointed Body Recommendation:**

At the February 4, 2025, Parks and Recreation Committee meeting, staff provided a presentation updating the Committee on the 2024 fee increase, and two options for increasing the fees for Year 2 of the 5-Year plan. The Original Proposal followed the 5-Year plan increase, and the Alternative Proposal provided a more moderate increase based on lower-than-anticipated operating costs in 2024. The Committee voted unanimously to allow for the implementation of the more moderate Alternative Proposal increase. Should the City Council approve the recommendation, the 5-year plan will be updated to match the new trajectory to level the city subsidy of the PDAC. A reassessment of the program will be conducted in 2026 to determine the future implementation of the fee increase plan.

**FINANCIAL IMPACT:**

City of Palm Desert  
Approve Fee Increase for PDAC

If the Alternative Proposal is adopted, the resulting revenue increase would reduce the FY 2024-25 General Fund subsidy for PDAC operations by approximately \$74,000, lowering it from \$2.48 million to approximately \$2.40 million.

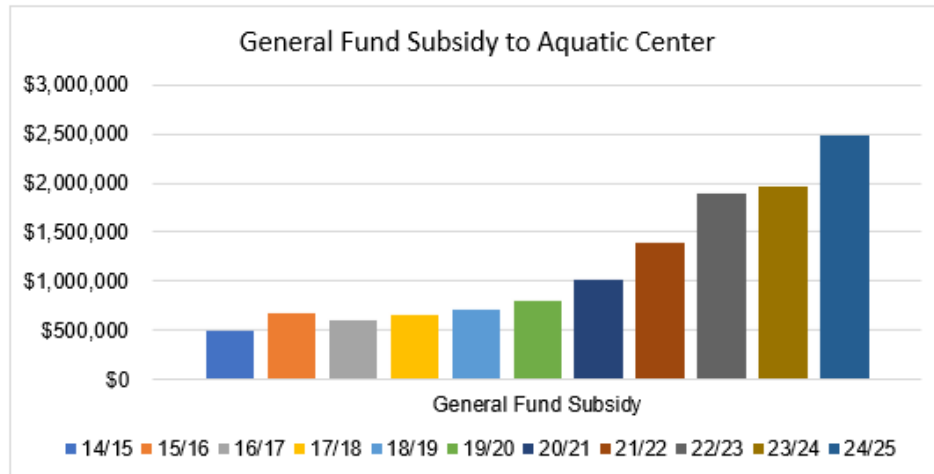
| Proposed PDAC Fee Schedule |              | Resident                    |                                                         |                                                            | Non-Resident                |                                                         |                                                            |
|----------------------------|--------------|-----------------------------|---------------------------------------------------------|------------------------------------------------------------|-----------------------------|---------------------------------------------------------|------------------------------------------------------------|
| Admission Type             | Category     | Current Fee*<br>est. 1/1/24 | Original Proposal<br>from prior plan<br>Begins 4/1/2025 | Alternative Proposal<br>based on update<br>Begins 4/1/2025 | Current Fee*<br>est. 1/1/24 | Original Proposal<br>from prior plan<br>Begins 4/1/2025 | Alternative Proposal<br>based on update<br>Begins 4/1/2025 |
| Day Pass                   | Adult        | \$5.50                      | \$7.50                                                  | \$6.50                                                     | \$9.00                      | \$12.00                                                 | \$10.50                                                    |
|                            | Youth/Senior | \$4.25                      | \$5.50                                                  | \$5.00                                                     | \$7.00                      | \$9.00                                                  | \$8.50                                                     |
|                            | Junior       | \$3.50                      | \$4.50                                                  | \$4.00                                                     | \$5.75                      | \$7.75                                                  | \$7.00                                                     |
| 25-Punch Card              | Adult        | \$125                       | \$170                                                   | \$145                                                      | \$205                       | \$270                                                   | \$235                                                      |
|                            | Youth/Senior | \$95                        | \$125                                                   | \$115                                                      | \$160                       | \$205                                                   | \$190                                                      |
| 3-month unlimited          | Adult        | \$200                       | \$270                                                   | \$235                                                      | \$325                       | \$430                                                   | \$380                                                      |
|                            | Youth/Senior | \$155                       | \$200                                                   | \$180                                                      | \$250                       | \$325                                                   | \$305                                                      |
| Annual Unlimited           | Adult        | \$560                       | \$755                                                   | \$660                                                      | \$910                       | \$1,205                                                 | \$1,065                                                    |
|                            | Youth/Senior | \$435                       | \$560                                                   | \$505                                                      | \$700                       | \$910                                                   | \$855                                                      |

Since PDAC fees are not designed to achieve full cost recovery, the General Fund must provide an annual subsidy to support PDAC operations. The chart below illustrates the steady increase in the General Fund subsidy over the past several years, alongside a decline in the cost recovery percentage. If fees remain unchanged, the subsidy is expected to continue growing, necessitating additional General Fund support in future years due to rising operational costs.

| Fiscal Year | General Fund Subsidy* | Cost Recovery % |
|-------------|-----------------------|-----------------|
| 14/15       | \$503,641             | 63%             |
| 15/16       | \$683,341             | 56%             |
| 16/17       | \$613,833             | 59%             |
| 17/18       | \$657,877             | 59%             |
| 18/19       | \$709,937             | 58%             |
| 19/20       | \$794,884             | 40%             |
| 20/21       | \$1,026,000           | 26%             |
| 21/22       | \$1,400,500           | 33%             |
| 22/23       | \$1,890,294           | 34%             |
| 23/24       | \$1,961,250           | 33%             |
| 24/25 est.  | \$2,482,387           | 28%             |

\*Operations only. Capital Projects at PDAC may also require General Fund support.

City of Palm Desert  
Approve Fee Increase for PDAC



Although the fee increase will help reduce the initially estimated General Fund subsidy, the report presented to the Parks and Recreation Committee in February underestimated projected operational costs. Coincidentally, the midyear budget adjustments approved on February 13, 2025, for PDAC included expenditure reductions that were later found to be necessary based on actual and anticipated costs through the end of June. Therefore, staff is requesting an appropriation of \$497,527 to the appropriate Aquatic Facility Expenditure accounts listed below for FY 2024-25.

| Object                   | FY 24-25<br>Original<br>Budget | FY 24-25<br>Adjusted<br>Budget | Mid Year<br>Request | Post<br>Midyear<br>Budget | Current<br>Budget Adj<br>Request | FY 24-25<br>Adjusted<br>Budget |
|--------------------------|--------------------------------|--------------------------------|---------------------|---------------------------|----------------------------------|--------------------------------|
| Supplies-Pool Chemicals  | 195,000                        | 195,000                        | (75,752)            | 119,248                   | 5,849                            | 125,097                        |
| Supplies-Other           | 25,000                         | 32,500                         | (2,468)             | 30,032                    | 10,904                           | 40,936                         |
| Prof - Other             | 246,500                        | 246,500                        | (26,606)            | 219,894                   | 27,844                           | 247,738                        |
| Prof-Other Admn Expenses | 200,000                        | 210,441                        |                     | 210,442                   | 100,264                          | 310,706                        |
| Replacement Expenditures | 30,000                         | 30,000                         | (10,000)            | 20,000                    | -                                | 20,000                         |
| Contracted Pool Maint    | 380,000                        | 375,000                        | (100,000)           | 275,000                   | 223,735                          | 498,735                        |
| Utilities-Water          | 30,000                         | 30,000                         | (21,016)            | 8,984                     | 1,806                            | 10,790                         |
| Utilities-Gas            | 65,000                         | 65,000                         | (51,234)            | 13,766                    | 53,234                           | 67,000                         |
| Utilities-Electric       | 180,000                        | 180,000                        | (32,132)            | 147,868                   | 12,132                           | 160,000                        |
| Filing Fees              | 5,000                          | 5,000                          |                     | 5,000                     | (1,315)                          | 3,685                          |
| Telephones               | 5,000                          | 5,000                          |                     | 5,000                     | (1,500)                          | 3,500                          |
| COGS - Food & Merch      | 60,000                         | 62,500                         | 9,666               | 72,166                    | 25,173                           | 97,339                         |
| Aquatic Contracted Labor | 1,830,000                      | 1,819,558                      | 4,284               | 1,823,842                 | 39,399                           | 1,863,241                      |
|                          | <b>3,251,500</b>               | <b>3,256,500</b>               | <b>(305,258)</b>    | <b>2,951,242</b>          | <b>497,528</b>                   | <b>3,448,770</b>               |

Projected Rev 1,044,864  
GF Subsidy 2,403,906

**ATTACHMENTS:**

1. Resolution No. 2025-\_\_\_\_, includes Exhibit A – PDAC 2025 Fee Schedule
2. Resolution No. 2011-32

3. Resolution No. 2023-045



RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, INCREASING CERTAIN ENTRY FEES FOR THE PALM DESERT AQUATIC CENTER AND TAKING OTHER ACTIONS THEREIN

WHEREAS, the City of Palm Desert ("City") City Council established entry fees for the Palm Desert Aquatic Center ("PDAC") on May 12, 2011; and

WHEREAS, the City had engaged Ballard King & Associates, LTD to conduct a study entitled Aquatic Center Operations Study (the "Study") to establish the original PDAC rates; and

WHEREAS, the Study established a City goal of 60% cost recovery in order to ensure entry fees were set at an affordable level for the benefit all City residents; and

WHEREAS, due to escalating costs that have occurred since 2011, the date the original fees were implemented, actual cost recovery has been closer to approximately 30% of City costs to operate the facility; and

WHEREAS, the City elected not to implement the annual increases established in the Study at that time and instead chose to keep fees at the initial rate subsidizing the costs for public benefit; and

WHEREAS, the City had not increased its PDAC fees since they were established in 2011 until September 14, 2023, to marginally increase the rate of cost recovery, and the City now desires to further increase the PDAC fees to contribute to recovering City costs for operating and maintaining the PDAC facilities and services provided; and

WHEREAS, the City has complied with the procedural requirements pursuant to California Government Code, section 66018 which requires the City to hold a noticed public hearing as part of a regularly scheduled meeting, at which oral and written presentations regarding the PDAC fees may be made; and

WHEREAS, notice for the public hearing notified all interested persons the public hearing will take place at 4:00 pm on March 13, 2025 at the Civic Center Council Chambers located at 73510 Fred Waring Drive, Palm Desert, CA 92260 and said notice was provided pursuant to Government Code, section 6062a which requires at least ten (10) days' notice prior to the date of the public hearing published twice with at least five (5) days intervening between each publication; and

WHEREAS, the City has prepared an estimate of the costs establishing the proposed PDAC fees and such fees do not exceed the reasonable estimate of costs to maintain and provide the PDAC facilities and services; and

WHEREAS, the City Council now desires to adopt the 2025 PDAC fees.  
NOW, THEREFORE, BE IT RESOLVED by the City of Palm Desert, California City Council as follows:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Findings. The City Council finds the following:

1. Notice of the public hearing was published twice with at least five (5) days intervening between each publication on February 28, 2025, with a second notice published on March 7, 2025, the first date being at least ten (10) days prior to the date of the public hearing.
2. The duly noticed public hearing was held and all oral and written presentations regarding the PDAC fees were heard and considered.
3. The PDAC fees do not exceed the estimated reasonable costs of maintaining and operating the PDAC facilities and services.
4. The City Council retains the right to establish fees at a lower rate should the public interest and welfare be served.

SECTION 3. Approval. The City Council adopts the PDAC fees, as identified in the attached Exhibit "A" and incorporated herein by this reference and the City Council now directs City staff to implement the fees to be effective April 1, 2025. All previous PDAC fees in effect as of January 1, 2024, are to be superseded and replaced. PDAC visitors may request reduced admission through an income-qualified discount program administered by the PDAC operator in which proof of participation in a low-income program for a local utility is shown upon entry to be charged the 2011 rates.

SECTION 4. Applicability. This Resolution relates only to the adoption of the PDAC fees and does not affect any other City fee, charge, or rates previously adopted by the City Council.

SECTION 5. CEQA. That the City Council finds this Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, 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 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 7. Effective Date. This Resolution shall become effective immediately following its adoption.

ADOPTED ON \_\_\_\_\_.

\_\_\_\_\_  
JAN C. HARNIK  
MAYOR

ATTEST:

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2025-\_\_\_\_ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on \_\_\_\_\_.

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK

## EXHIBIT "A"

## Palm Desert Aquatic Center 2025 Fee Schedule

**Alternative Proposed Fee Schedule**  
**Palm Desert Aquatic Center**

|                              |              |                        | Implemented<br>as of 1/1/24 | Proposed Implementation Timeframe with Annual Evaluation |                |                |                |
|------------------------------|--------------|------------------------|-----------------------------|----------------------------------------------------------|----------------|----------------|----------------|
| Admission<br>Type            | Category     | Prior Fee<br>est. 2011 | Year 1<br>1/1/2024          | Year 2 (Alternative)<br>4/1/2025                         | Year 3<br>2026 | Year 4<br>2027 | Year 5<br>2028 |
| Resident Admission Rates     |              |                        |                             |                                                          |                |                |                |
| Day Pass                     | Adult        | \$4.00                 | \$5.50                      | \$6.50                                                   | \$9.00         | \$11.00        | \$13.00        |
|                              | Youth/Senior | \$3.00                 | \$4.25                      | \$5.00                                                   | \$7.00         | \$8.50         | \$9.75         |
|                              | Junior       | \$2.50                 | \$3.50                      | \$4.00                                                   | \$5.50         | \$6.50         | \$8.25         |
| 25-Punch<br>Card             | Adult        | \$94                   | \$125                       | \$145                                                    | \$205          | \$250          | \$295          |
|                              | Youth/Senior | \$65                   | \$95                        | \$115                                                    | \$160          | \$190          | \$220          |
| 3-month<br>unlimited         | Adult        | \$150                  | \$200                       | \$235                                                    | \$325          | \$395          | \$470          |
|                              | Youth/Senior | \$110                  | \$155                       | \$180                                                    | \$250          | \$305          | \$350          |
| Annual<br>Unlimited          | Adult        | \$420                  | \$560                       | \$660                                                    | \$910          | \$1,105        | \$1,315        |
|                              | Youth/Senior | \$550                  | \$435                       | \$505                                                    | \$700          | \$855          | \$980          |
| Non-Resident Admission Rates |              |                        |                             |                                                          |                |                |                |
| Day Pass                     | Adult        | \$6.00                 | \$9.00                      | \$10.50                                                  | \$15.00        | \$17.00        | \$19.75        |
|                              | Youth/Senior | \$4.50                 | \$7.00                      | \$8.50                                                   | \$11.00        | \$12.50        | \$14.75        |
|                              | Junior       | \$3.75                 | \$5.75                      | \$7.00                                                   | \$9.75         | \$11.75        | \$12.25        |
| 25-Punch<br>Card             | Adult        | \$142                  | \$205                       | \$235                                                    | \$340          | \$385          | \$445          |
|                              | Youth/Senior | \$98                   | \$160                       | \$190                                                    | \$250          | \$280          | \$330          |
| 3-month<br>unlimited         | Adult        | \$225                  | \$325                       | \$380                                                    | \$540          | \$610          | \$710          |
|                              | Youth/Senior | \$165                  | \$250                       | \$305                                                    | \$395          | \$450          | \$530          |
| Annual<br>Unlimited          | Adult        | \$630                  | \$910                       | \$1,065                                                  | \$1,510        | \$1,710        | \$1,990        |
|                              | Youth/Senior | \$825                  | \$700                       | \$855                                                    | \$1,105        | \$1,260        | \$1,485        |

PDAC visitors may request reduced admission through an income-qualified discount program administered by the PDAC operator in which proof of participation in a low-income program for a local utility is shown upon entry to be charged the 2011 rates.

All program fees, groups rates, rental fees, lane rental fees, facility rentals, concessions fees and other fees not listed shall be determined and administered by the contract operator.

**RESOLUTION NO. 2011- 32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING ENTRY FEES FOR THE PALM DESERT AQUATIC CENTER**

**WHEREAS**, the City Council of the City of Palm Desert, California, did on the 12<sup>th</sup> day of May 2011, did consider a request by the CITY OF PALM DESERT for approval to establish entry fees, as identified on Exhibit "A" for the Palm Desert Aquatic Center; and

**WHEREAS**, said City Council did find the following facts and reasons to exist to approve said request:

1. The City has studied similar facilities in the region and found the proposed fees to be in line with market prices. The proposed fees balance the desires of the City to reach a 60 percent cost recovery and the need to provide affordable recreational swimming opportunities.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Palm Desert, California, as follows:

1. That the above recitations are true and correct and constitute the findings of the City Council in this case.
2. That the City Council does hereby establish fees as identified on Exhibit "A" of this resolution.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Palm Desert City Council, held on this 12<sup>th</sup> day of May 2011, by the following vote, to wit:


**AYES: HARNIK, KROONEN, SPIEGEL, and BENSON**

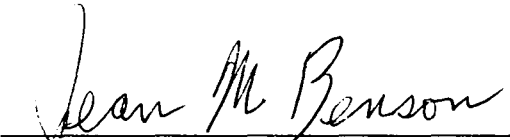
**NOES: FINERTY**

**ABSENT: NONE**

**ABSTAIN: NONE**

**ATTEST:**

  
RACHELLE D. KLASSEN, CITY CLERK  
CITY OF PALM DESERT, CALIFORNIA

  
JEAN M. BENSON, MAYOR



## EXHIBIT "A"

**Fees for the Palm Desert Aquatics Center**

| <b><u>Category</u></b>       | <b><u>Resident/<br/>Property Owner*</u></b> | <b><u>Non-Resident</u></b> |
|------------------------------|---------------------------------------------|----------------------------|
| Junior (2 to 5)              | \$2.50                                      | \$3.75                     |
| Youth/Senior (6 to 12 & 60+) | \$3.00                                      | \$4.50                     |
| Adult (13 to 59)             | \$4.00                                      | \$6.00                     |
| Youth Punch Card 25 Visits   | \$65.00                                     | \$98.00                    |
| Adult Punch Card 25 Visits   | \$94.00                                     | \$142.00                   |
| Youth 3-Month Pass           | \$110.00                                    | \$165.00                   |
| Adult 3-Month Pass           | \$150.00                                    | \$225.00                   |
| Youth Annual Pass            | \$420.00                                    | \$630.00                   |
| Adult Annual Pass            | \$550.00                                    | \$825.00                   |

All program fees, group rates, rental fees, lane rental fees, facility rentals, concessions fees and other fees not listed shall be determined by the contract operator.

\* City of Palm Desert Employees shall be granted the rates of Resident/Property Owner for appropriate age category.

RESOLUTION NO. 2023-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF PALM DESERT, CALIFORNIA, INCREASING  
CERTAIN ENTRY FEES FOR THE PALM DESERT  
AQUATIC CENTER AND TAKING OTHER ACTIONS  
THEREIN

WHEREAS, the City of Palm Desert ("City") City Council established entry fees for the Palm Desert Aquatic Center ("PDAC") on May 12, 2011; and

WHEREAS, the City had engaged Ballard King & Associates, LTD to conduct a study entitled Aquatic Center Operations Study (the "Study") to establish the original PDAC rates; and

WHEREAS, the Study established a City goal of 60% cost recovery in order to ensure entry fees were set at an affordable level for the benefit all City residents; and

WHEREAS, due to escalating costs that have occurred since 2011, the date the original fees were implemented, actual cost recovery has been closer to approximately 35% of City costs to operate the facility; and

WHEREAS, the City elected not to implement the annual increases established in the Study at that time and instead chose to keep fees at the initial rate subsidizing the costs for public benefit; and

WHEREAS, the City has not increased its PDAC fees since they were established and the City now desires to increase the PDAC fees to ensure such fees are adequately recovering City costs of operating and maintaining the PDAC facilities and services provided; and

WHEREAS, the City has complied with the procedural requirements pursuant to California Government Code, section 66018 which requires the City to hold a noticed public hearing as part of a regularly scheduled meeting, at which oral and written presentations regarding the PDAC fees may be made; and

WHEREAS, notice for the public hearing notified all interested persons the public hearing will take place at 4:00pm on September 14, 2023 at the Civic Center Council Chambers located at 73510 Fred Waring Drive, Palm Desert, CA 92260 and said notice was provided pursuant to Government Code, section 6062a which requires at least ten (10) days' notice prior to the date of the public hearing published twice with at least five (5) days intervening between each publication; and

WHEREAS, the City has prepared an estimate of the costs establishing the proposed PDAC fees and such fees do not exceed the reasonable estimate of costs to maintain and provide the PDAC facilities and services; and

WHEREAS, the City Council now desires to adopt the 2023 PDAC fees.

NOW, THEREFORE, BE IT RESOLVED by the City of Palm Desert, California City Council as follows:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Findings. The City Council finds the following:

1. Notice of the public hearing was published twice with at least five (5) days intervening between each publication on September 3, 2023, with a second notice published on September 10, 2023, the first date being at least ten (10) days prior to the date of the public hearing.
2. The duly noticed public hearing was held and all oral and written presentations regarding the PDAC fees was heard and considered.
3. The PDAC fees do not exceed the estimated reasonable costs of maintaining and operating the PDAC facilities and services.
4. The City Council retains the right to establish fees at a lower rate should the public interest and welfare be served.

SECTION 3. Approval. The City Council adopts the PDAC fees, as identified in the attached Exhibit "A" and incorporated herein by this reference and the City Council now directs City staff to implement the fees to be effective January 1, 2024. All previous PDAC fees in effect as of January 1, 2024 are to be superseded and replaced.

SECTION 4. Applicability. This Resolution relates only to the adoption of the PDAC fees and does not affect any other City fee, charge, or rates previously adopted by the City Council.

SECTION 5. CEQA. That the City Council finds this Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, 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 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 7. Effective Date. This Resolution shall become effective immediately following its adoption.

ADOPTED ON SEPTEMBER 14, 2023.

DocuSigned by:  
  
382E74C11AC0434...  
KATHLEEN KELLY  
MAYOR


ATTEST:

DocuSigned by:  
  
8063A188723D437...  
ANTHONY J. MEJIA  
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2023-045 is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on September 14, 2023, by the following vote:

AYES: HARNIK, NESTANDE, QUINTANILLA, TRUBEE, AND KELLY  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NONE  
RECUSED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on 9/18/2023.

DocuSigned by:  
  
8063A188723D437...  
ANTHONY J. MEJIA  
CITY CLERK

## EXHIBIT "A"

**Proposed Fee Schedule  
Palm Desert Aquatic Center**

**Proposed Implementation Timeframe with Annual Evaluation**

| Admission Type                      | Category            | Current Fee*<br>est. 2011 | Year 1<br>1/1/2024 | Year 2<br>1/1/2025 | Year 3<br>1/1/2026 | Year 4<br>1/1/2027 | Year 5<br>1/1/2028 |
|-------------------------------------|---------------------|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Resident Admission Rates</b>     |                     |                           |                    |                    |                    |                    |                    |
| <b>Day Pass</b>                     | <i>Adult</i>        | \$4.00                    | \$5.50             | \$7.50             | \$9.00             | \$11.00            | \$13.00            |
|                                     | <i>Youth/Senior</i> | \$3.00                    | \$4.25             | \$5.50             | \$7.00             | \$8.50             | \$9.75             |
|                                     | <i>Junior</i>       | \$2.50                    | \$3.50             | \$4.50             | \$5.50             | \$6.50             | \$8.25             |
| <b>25-Punch Card</b>                | <i>Adult</i>        | \$94                      | \$125              | \$170              | \$205              | \$250              | \$295              |
|                                     | <i>Youth/Senior</i> | \$65                      | \$95               | \$125              | \$160              | \$190              | \$220              |
| <b>3-month unlimited</b>            | <i>Adult</i>        | \$150                     | \$200              | \$270              | \$325              | \$395              | \$470              |
|                                     | <i>Youth/Senior</i> | \$110                     | \$155              | \$200              | \$250              | \$305              | \$350              |
| <b>Annual Unlimited</b>             | <i>Adult</i>        | \$420                     | \$560              | \$755              | \$910              | \$1,105            | \$1,315            |
|                                     | <i>Youth/Senior</i> | \$550                     | \$435              | \$560              | \$700              | \$855              | \$980              |
| <b>Non-Resident Admission Rates</b> |                     |                           |                    |                    |                    |                    |                    |
| <b>Day Pass</b>                     | <i>Adult</i>        | \$6.00                    | \$9.00             | \$12.00            | \$15.00            | \$17.00            | \$19.75            |
|                                     | <i>Youth/Senior</i> | \$4.50                    | \$7.00             | \$9.00             | \$11.00            | \$12.50            | \$14.75            |
|                                     | <i>Junior</i>       | \$3.75                    | \$5.75             | \$7.75             | \$9.75             | \$11.75            | \$12.25            |
| <b>25-Punch Card</b>                | <i>Adult</i>        | \$142                     | \$205              | \$270              | \$340              | \$385              | \$445              |
|                                     | <i>Youth/Senior</i> | \$98                      | \$160              | \$205              | \$250              | \$280              | \$330              |
| <b>3-month unlimited</b>            | <i>Adult</i>        | \$225                     | \$325              | \$430              | \$540              | \$610              | \$710              |
|                                     | <i>Youth/Senior</i> | \$165                     | \$250              | \$325              | \$395              | \$450              | \$530              |
| <b>Annual Unlimited</b>             | <i>Adult</i>        | \$630                     | \$910              | \$1,205            | \$1,510            | \$1,710            | \$1,990            |
|                                     | <i>Youth/Senior</i> | \$825                     | \$700              | \$910              | \$1,105            | \$1,260            | \$1,485            |

\*PDAC attendees eligible for an income-qualified discount will continue to pay the Current Fee, est. 2011.