

PALM DESERT CITY COUNCIL MEETING AGENDA

Thursday, April 24, 2025

Closed Session 3:30 p.m.; 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 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.

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 or 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 - CLOSED SESSION - 3:30 P.M.**
2. **PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY**
This time has been set aside for members of the public to address the City Council on items contained only on the Closed Session Agenda within the three-minute time limit. Speakers may utilize one of the three options listed on the first page of this agenda.
3. **RECESS TO CLOSED SESSION**
4. **CLOSED SESSION AGENDA**
The following items will be considered in closed session:
 - 4.a **Closed Session Meeting Minutes: April 10, 2025**
 - 4.b **Conference with Real Property Negotiations pursuant to Government Code Section 54956.8**

Property Description: APN 640-140-020
Agency: City of Palm Desert
City Negotiator: Chris Escobedo/Richard Cannone/Martin Alvarez
Negotiating Parties: Dick's Sporting Goods, Inc.
Under Negotiation: Price and Terms
 - 4.c **Conference with Legal Counsel - Anticipated Litigation**
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)

(Number of potential cases: 1)
5. **ROLL CALL - REGULAR MEETING - 4:00 P.M.**
6. **PLEDGE OF ALLEGIANCE**
Councilmember Nestande
7. **INSPIRATION**
Mayor Pro Tem Trubee
8. **REPORT OF CLOSED SESSION**
City Attorney Shah
9. **AWARDS, PRESENTATIONS, AND APPOINTMENTS**
 - 9.a **HOLOCAUST REMEMBRANCE DAY PROCLAMATION** 9
 - 9.b **TREE CITY USA PROCLAMATION** 11
 - 9.c **CHILDREN'S DISCOVERY MUSEUM OF THE DESERT UPDATE**
10. **CITY MANAGER COMMENTS**
 - 10.a **SHERIFF DEPARTMENT UPDATE**
11. **MAYOR/COUNCILMEMBER REPORTS AND REQUESTS FOR ACTION**

12. 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.

13. 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.

- | | | |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 13.a | APPROVAL OF CITY COUNCIL, SUCCESSOR AGENCY, AND HOUSING AUTHORITY MINUTES | 13 |
| | RECOMMENDATION:
Approve the Minutes of April 10, 2025. | |
| 13.b | APPROVAL OF WARRANT REGISTERS | 25 |
| | RECOMMENDATION:
Approve the warrant registers issued for the period 2/25/2025 to 4/10/2025. | |
| 13.c | RATIFICATION OF A LETTER OF SUPPORT FOR ASSEMBLY BILL 650 (PAPAN): HOUSING ELEMENT AND REGIONAL HOUSING NEEDS ALLOCATION | 69 |
| | RECOMMENDATION:
Ratify the issuance of a letter of support for AB 650 (Papan): Housing Element and Regional Housing Needs Allocation. | |
| 13.d | RATIFICATION OF A LETTER OF SUPPORT FOR THE CITY OF INDIAN WELLS WHITEWATER CHANNEL LINING PROJECT | 147 |
| | RECOMMENDATION:
Ratify the letter of support for the City of Indian Wells' Fiscal Year 2026 Community Project Funding request for the Whitewater Channel Lining Project. | |
| 13.e | AUTHORIZE SUBSTITUTE OUT-OF-STATE TRAVEL FOR THE CITY MANAGER TO ATTEND THE INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE (ICSC) IN LAS VEGAS, NEVADA | 151 |
| | RECOMMENDATION:
Authorize substitute out-of-state travel for the City Manager to attend the International Council of Shopping Centers Conference (ICSC) on May 19, 2025, in Las Vegas, Nevada. | |

- 13.f CULTURAL RESOURCES PRESERVATION COMMITTEE 2025/2026 WORK PLAN 155**
RECOMMENDATION:
Approve the Fiscal Year 2025-26 Annual Work Plan for the Cultural Resources Preservation Committee.
- 13.g ACCEPT THE HISTORIC CONTEXT STATEMENT AND CITY-WIDE HISTORIC RESOURCES SURVEY 165**
RECOMMENDATION:
Accept the Historic Context Statement and City-wide Historic Resource Survey, as presented.
- 13.h AUTHORIZE A CONTINGENCY OF \$75,000 FOR SUPPLEMENTAL PLAN REVIEW, INSPECTIONS, AND RELATED SERVICES (CONTRACT NO. C48010) 473**
RECOMMENDATION:
 1. Authorize a contingency of \$75,000 to be used for supplemental plan review, inspections, and related services (Contract No. C48010).
 2. Authorize the City Attorney to make any non-monetary changes to the agreement.
 3. Authorize the City Manager or designee to approve any change orders and execute any amendments to the agreements.
- 13.i UPDATE ON THE CITY'S ONGOING COMMITMENT TO TREE CITY USA RECOGNITION THROUGH THE ARBOR DAY FOUNDATION 533**
RECOMMENDATION:
Receive and file the update on the City's Tree City USA status and continued participation in the Arbor Day Foundation's program.
- 13.j RATIFY CHANGE ORDER 1 TO CONTRACT NO. C48610 WITH R DEPENDABLE CONSTRUCTION, INC., FOR ADA UPGRADES AT THE STATE BUILDING (PROJECT NO. MFA00011) 545**
RECOMMENDATION:
Ratify Change Order 1 to Contract No. C48610 with R Dependable Construction, Inc., of San Bernardino, California, for ADA upgrades at the State Building in the amount of \$41,394.31 for a new contract amount of \$321,294.31.

13.k AWARD A CONTRACT TO MARIPOSA LANDSCAPES, INC., OF IRWINDALE, CA, FOR LANDSCAPE MAINTENANCE AREA NO. 1 AND INCLUDE ALLOWABLE EXTRA WORK AND SERVICES (PROJECT NO. MLS00008)

561

RECOMMENDATION:

1. Award a Maintenance Services Agreement with Mariposa Landscapes, Inc., of Irwindale, CA, for Landscape Maintenance Area No. 1 in the annual amount of \$367,764 subject to CPI increases, for a three-year term, with two one-year extension options.
2. Authorize allowable extra work for street maintenance and landscape services in an annual amount not to exceed \$95,000.
3. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
4. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.

13.l AWARD A CONTRACT TO MARIPOSA LANDSCAPES, INC., OF IRWINDALE, CA, FOR LANDSCAPE MAINTENANCE AREA NO. 2 AND INCLUDE ALLOWABLE EXTRA WORK AND SERVICES (PROJECT NO. MLS00009)

635

RECOMMENDATION:

1. Award a Maintenance Services Agreement with Mariposa Landscapes, Inc., of Irwindale, California, for Landscape Maintenance Area No. 2 in the annual amount of \$288,588 subject to CPI increases, for a three-year term, with two one-year extensions options.
2. Authorize allowable extra work for street maintenance and landscape services in an annual amount not to exceed \$105,000.
3. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
4. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.

13.m PALM DESERT RECREATIONAL FACILITIES CORPORATION AUDITED FINANCIAL REPORTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024

709

RECOMMENDATION:

Receive and file the Palm Desert Recreational Facilities Corporation's Annual Financial Report for the fiscal year ended June 30, 2024.

- 13.n CITY OF PALM DESERT SINGLE AUDIT REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2024** 733
- RECOMMENDATION:
Receive and file the Single Audit Report for the fiscal year ended June 30, 2024.
- 13.o MARCH PROCUREMENT REPORT** 749
- RECOMMENDATION:
Receive and file the monthly Procurement Report for March 2025.
- 13.p RESOLUTION TO AUTHORIZE DESTRUCTION OF OBSOLETE RECORDS FROM THE FINANCE DEPARTMENT** 753
- RECOMMENDATION:
Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, SETTING FORTH ITS FINDINGS AND AUTHORIZING THE DESTRUCTION OF PAPER RECORDS FROM THE FINANCE DEPARTMENT INDICATED ON THE RECORDS RETENTION SCHEDULE (ADOPTED DECEMBER 15, 2022). RECORDS FROM 1974 THROUGH 2019 (EXHIBIT A)."
- 14. 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.
- 14.a APPROVE FINAL CONCEPT PLAN AND NAME FOR NORTH PALM DESERT COMMUNITY PARK (PROJECT NO. CPK00002)** 759
- RECOMMENDATION:
1. Approve the final concept plan for a new community park planned on Dinah Shore in north Palm Desert.
 2. Approve the park name "Dave Erwin Park".
- 15. 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.

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

769

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 \$230,747 to the appropriate Aquatic Center Expenditure Accounts from available Aquatic Facility Fund Balance.

**15.b ADOPT A RESOLUTION DESIGNATING SANDPIPER CIRCLE 4
CONDOMINIUMS AS A HISTORIC DISTRICT**

785

RECOMMENDATION:

Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT DESIGNATING THE SANDPIPER CIRCLE 4 CONDOMINIUMS, LOCATED SOUTH OF EL PASEO DRIVE, AS A HISTORIC LANDMARK DISTRICT PURSUANT TO CRITERIA A AND E IN PALM DESERT MUNICIPAL CODE SECTION 29.50.010 (ASSESSOR'S PARCEL NUMBERS 640-230-002 THROUGH 640-230-027)."

16. INFORMATION ITEMS

17. ADJOURNMENT

18. 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 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 no less than 72 hours prior to the meeting.

/S/ Michelle Nance
Acting Assistant City Clerk

WHEREAS, between the years of 1933 and 1945, six million Jewish people were killed during the Holocaust; and

WHEREAS, 2025 marks the 80th anniversary of the liberation of Auschwitz-Birkenau when Jewish people and other persecuted populations were freed from the Nazi concentration camp after having suffered mass murders, forced labor, horrific conditions, and grave harm; and

WHEREAS, the memory of the Holocaust serves as a reminder of the importance of kindness, respect, and understanding among all people; and

WHEREAS, it is crucial to remember the stories of those who were affected by the Holocaust, honor the resilience of the survivors, and reflect on the lessons learned from this dark chapter of history; and

WHEREAS, Yom HaShoah, also known as Holocaust Remembrance Day, is a day to honor the victims and survivors of the Holocaust.

NOW, THEREFORE, BE IT RESOLVED, that **I, Jan C. Harnik, Mayor of the City of Palm Desert**, on behalf of the City Council, do hereby recognize April 23-24, 2025, as

Holocaust Remembrance Day

in the City of Palm Desert and reaffirm our dedication to combating hatred, and commit to fostering a world of compassion, understanding, and peace.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of Palm Desert, California to be affixed this 24th day of April 2025.

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and,

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and,

WHEREAS, Arbor Day is now observed throughout the nation and the world, and,

WHEREAS, trees provide solutions towards combatting damage to our environment by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and,

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and,

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and,

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Jan C. Harnik, Mayor of the City of Palm Desert, and the entire City Council do hereby proclaim April 25, 2025, as

Arbor Day

in the City of Palm Desert, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Additionally, I urge all citizens to plant trees to gladden the heart and promote well-being today, and for all future generations.

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of Palm Desert, California to be affixed this 24th day of April 2025.

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

Minutes

April 10, 2025, 2:30 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, April 10, 2025, at 2:30 p.m., in the Council Chamber, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

2. STUDY SESSION TOPICS

**2.a UPDATE ON THE PALM DESERT UNIFIED DEVELOPMENT CODE AND
DEVELOPMENT REGULATIONS ASSESSMENT REPORT**

Principal Planner Melloni introduced Matt Goebel and Maggie Squyer of Clarion Associates, who narrated a PowerPoint presentation and responded to Councilmember inquiries.

During the deliberations, individual Councilmember(s) offered commentary as follows. The points below do not necessarily reflect the City Council consensus.

- Streamline processes while considering the possibility of revising previously approved ordinances by the current Council, which may not be working as intended.
- Identify the factors contributing to delays in processes.
- Define the roles and responsibilities of ARC and PC more clearly.
- Analyze trends and processes in comparison with peer and neighboring cities.
- Establish high architectural and site planning standards while coordinating with other projects, such as the Objective Design Standards and Historic Context Survey.
- Develop concise, user-friendly codes and processes.
- Clearly define view protection standards.

3. ADJOURNMENT

The City Council adjourned the Study Session at 3:21 p.m.

Respectfully submitted,

Michelle Nance

Acting Assistant City Clerk/Assistant Secretary

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

April 10, 2025, 3:30 p.m.

Present: Mayor Jan Harnik, Councilmember Gina Nestande, Mayor Pro
Tem Evan Trubee, Councilmember Karina Quintanilla,
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, April 10, 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: March 27, 2025

4.b Conference with Legal Counsel regarding Existing Litigation pursuant to Government Code Section 54956.9(d)1

4.c Conference with Legal Counsel - Anticipated Litigation

4.d Conference with Legal Counsel - Anticipated Litigation

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

6. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Trubee led the Pledge of Allegiance.

7. INSPIRATION

Mayor Harnik provided words of inspiration.

8. REPORT OF CLOSED SESSION

City Attorney Shah stated that direction was given by the City Council; no reportable actions were taken.

9. AWARDS, PRESENTATIONS, AND APPOINTMENTS

9.a NATIONAL LIBRARY WEEK PROCLAMATION

Mayor Harnik presented a Proclamation to Library Services Director Shaffer declaring April 6–12, 2025, as National Library Week.

9.b MCCALLUM THEATRE UPDATE

Robert McConnaughey and Kajsa Thuresson-Frery, representing McCallum Theatre, provided an update on the McCallum Theatre and responded to Councilmember inquiries.

10. CITY MANAGER COMMENTS

Chief Beverlin, of Cal Fire/Riverside County Fire Department expressed appreciation to City staff and the City Council for the groundbreaking event of Fire Station 102 and provided an update on the Insurance Services Office (ISO) rating and responded to Councilmember inquiries.

11. MAYOR/COUNCILMEMBER REPORTS AND REQUESTS FOR ACTION

Councilmembers provided updates on their attendance at various events.

12. NON-AGENDA PUBLIC COMMENTS

Miguel Gonzalez, a College of the Desert student, advocated for a comprehensive tobacco license program to reduce youth access to tobacco products.

Mike Morsch, Palm Desert resident, expressed appreciation to City staff and Councilmembers.

Joseph Gonzalez, student at College of the Desert, spoke on the importance of regulating illegal flavored tobacco products in order to prevent youth addiction to tobacco products.

13. CONSENT CALENDAR

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

To approve the consent calendar as presented.

Motion Carried (5 to 0)

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

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Approve the Minutes of March 27, 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 3/20/2025 to 4/3/2025.

Motion Carried (5 to 0)

13.c RATIFICATION OF LETTERS OF SUPPORT FOR CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO FUNDING REQUESTS FOR AN ARTIFICIAL INTELLIGENCE AND VIRTUAL REALITY RESEARCH AND RETRAINING CENTER AND REGIONAL ENTREPRENEURIAL RESOURCE CENTERS PROGRAM

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Ratify letters of support for California State University, San Bernardino's (CSUSB) Community Project Funding requests for the establishment of an Artificial Intelligence (AI) and Virtual Reality (VR) Research and Retraining Center and the Regional Entrepreneurial Resource Centers Program.

Motion Carried (5 to 0)

13.d RATIFICATION OF LETTER OF SUPPORT FOR PALM SPRINGS INTERNATIONAL AIRPORT INLINE BAGGAGE HANDLING SYSTEM AND TERMINAL EXPANSION PROJECT

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Ratify the letter of support for the City of Palm Springs' Community Project Funding request for the Palm Springs International Airport Inline Baggage Handling System and Terminal Expansion Project.

Motion Carried (5 to 0)

13.e LETTER OF SUPPORT FOR SENATE BILL 664 (OCHOA BOGH) AND MONITOR ASSEMBLY BILL 262 (CALOZA)

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

1. Direct staff to take a monitor position on Assembly Bill 262 (Caloza) – California Individual Assistance Act, allowing staff to track the bill as it progresses and return for further City Council consideration once a legislative analysis and fiscal impact are available.
2. Authorize the issuance of a letter of support for Senate Bill 664 (Ochoa Bogh) – Blue Envelope Program.

Motion Carried (5 to 0)

13.f LETTER OF SUPPORT FOR SENATE BILL 346 (DURAZO) – TRANSIENT OCCUPANCY TAXES AND SHORT-TERM RENTAL FACILITATORS

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Authorize the issuance of a letter of support for Senate Bill 346 (Durazo) relating to transient occupancy taxes and short-term rental facilitators.

Motion Carried (5 to 0)

13.g LETTER OF OPPOSITION TO SENATE BILL 79 (WIENER) –TRANSIT-ORIENTED DEVELOPMENT

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Authorize the issuance of a letter of opposition to Senate Bill 79 (Wiener) relating to transit-oriented development.

Motion Carried (5 to 0)

13.h RESOLUTION 2025-020 ADOPTING ADMINISTRATIVE POLICY CLRK-003 - LEGISLATIVE AND INTERGOVERNMENTAL LETTERS

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Adopt Resolution 2025-020 entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING ADMINISTRATIVE POLICY CLRK-003 - LEGISLATIVE AND INTERGOVERNMENTAL LETTERS.”

Motion Carried (5 to 0)

13.i RESOLUTION 2025-021 ESTABLISHING THE PUBLIC AFFAIRS MARKETING PANEL AND CLARIFYING MEMBERSHIP ELIGIBILITY REQUIREMENTS AND APPOINTMENTS

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Adopt Resolution 2025-021 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 AND RESCINDING RESOLUTION NO. 2025-012.”

Motion Carried (5 to 0)

13.j ACCEPTANCE OF A RESIGNATION FROM THE CIVIC ENGAGEMENT COMMITTEE

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

With regret, accept the resignation of Brooke Beare Stjerne from the Civic Engagement Committee.

Motion Carried (5 to 0)

13.k HOMELESSNESS TASK FORCE 2025 ANNUAL WORK PLAN

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Approve the Homelessness Task Force's 2025 Work Plan.

Motion Carried (5 to 0)

13.l PUBLIC SAFETY COMMITTEE 2025 WORK PLAN

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Approve the Public Safety Committee's 2025 Work Plan.

Motion Carried (5 to 0)

13.m APPROVE CHANGE ORDER NO. 1 TO C47750 WITH WEST COAST ARBORISTS, INC., OF INDIO, CA, FOR ADDITIONAL ARBORICULTURAL SERVICES (PROJECT NO. MLS00026)

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

1. Approve Change Order No. 1 to C47750 with West Coast Arborists, Inc. of Indio, CA, for additional arboricultural services to increase compensation in an amount not to exceed \$275,000; for a total annual amount of \$1,389,125.
2. Authorize the City Attorney to make any necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute said Change Order.

Motion Carried (5 to 0)

13.o AWARD CONTRACT NO. C49090 TO TRI-STAR CONTRACTING II, INC. FOR ON-CALL MAINTENANCE AND REPAIRS FOR PUBLIC STREETS AND SPACES (PROJECT NO. SST00001)

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

1. Award Maintenance Services Agreement No. C49090 with Tri-Star Contracting II, Inc., of Desert Hot Springs, California, in the amount not to exceed \$150,000 for FY 2024-25, and \$500,000 annually thereafter for a 38-month term with the option of (2) additional one-year extensions.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.

Motion Carried (5 to 0)

13.p APPROVE AMENDMENT NO. 2 TO CONTRACT NO. C41450 WITH HINDERLITER, DE LLAMAS AND ASSOCIATES (HDL) TO CONTINUE BUSINESS LICENSE TAX AND FEES ADMINISTRATION

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

1. Approve Amendment No. 2 to Contract No. C41450 with HdL to extend the term for one (1) year.
2. Authorize the City Attorney to make any non-monetary changes to the agreement.
3. Authorize the City Manager or designee to execute any amendments to the agreement.

Motion Carried (5 to 0)

13.n REJECT ALL PROPOSALS SUBMITTED FOR PUBLIC ART AND EL PASEO SCULPTURE MAINTENANCE SERVICES AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AN INTERIM SCULPTURE MAINTENANCE AGREEMENT

Management Analyst Powell clarified that staff intends to negotiate the interim maintenance services at an hourly rate of \$90.

Motion by: Councilmember Nestande

Seconded by: Councilmember Quintanilla

1. Reject all proposals submitted for Public Art and El Paseo Sculpture Maintenance Services.
2. Authorize staff to solicit new proposals for these services.
3. Authorize staff to negotiate and the City Manager to execute a six-month contract with Rice Construction from July 1, 2025, through November 30, 2025, to ensure continuity of service during the re-bidding process.

Motion Carried (5 to 0)

13.q AMENDMENT NO. 1 TO CONTRACT NO. C47070 WITH FLOCK SAFETY FOR EXPANSION OF AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEM; APPROPRIATION AND USE OF CITIZENS OPTION FOR PUBLIC SAFETY/SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS

Public Safety Analyst Hurtado and Lieutenant Porras, Riverside County Sheriff's Department, responded to Councilmember inquiries.

Motion by: Councilmember Nestande

Seconded by: Councilmember Quintanilla

1. Approve Amendment No. 1 to Contract No. C47070 with Flock Safety in the amount of \$138,750 for the purchase and installation of 44 additional cameras.
2. Authorize appropriation in the amount of \$133,000 from Fund 229-Public Safety Supplemental Law Enforcement Services Fund Balance (COPS/SLESF) to Account No. 2294210-4391400.
3. Authorize the City Manager to execute Amendment No. 1 and any necessary documents, and to make non-monetary modifications as needed.

Motion Carried (5 to 0)

14. ACTION CALENDAR

**14.a CONSIDERATION OF APPROVING AN INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT NO. C49100**

City Attorney Shah provided an oral report summarizing the compensation and benefits for the Interim City Manager in accordance with Government Code § 54953(c)(3).

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Approve the Interim City Manager Employment Agreement No. C49100 with Christopher Escobedo, effective March 24, 2025.

Motion Carried (5 to 0)

14.b PROVIDE DIRECTION ON LIBRARY FOUNDATION CONSIDERATIONS

Director of Library Services Shaffer narrated a PowerPoint presentation and responded to Councilmember inquiries.

Jann Buller, Palm Desert resident, spoke in favor of establishing a library foundation or partnering with the Desert Community Foundation.

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Authorize staff to take all necessary actions to establish a charitable account to benefit the Palm Desert Library with the Desert Community Foundation, including the initial deposit of \$50,000.

Motion Carried (5 to 0)

15. PUBLIC HEARINGS

15.a RESOLUTION 2025-022 AMENDING THE AMOUNT OF THE DUI DRIVER AND VEHICLE IMPOUND COST RECOVERY FEE PURSUANT TO CHAPTER 10.25 OF THE PALM DESERT MUNICIPAL CODE

Public Safety Analyst Hurtado narrated a PowerPoint presentation and responded to Councilmember inquiries.

Mayor Harnik opened and closed the public hearing, there being no member of the public wishing to speak.

Motion by: Councilmember Pradetto

Seconded by: Mayor Pro Tem Trubee

Adopt Resolution 2025-022 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE AMOUNT OF THE DUI DRIVER AND VEHICLE IMPOUND COST RECOVERY FEE PURSUANT TO CHAPTER 10.25 OF THE PALM DESERT MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 2014-95."

Motion Carried (5 to 0)

16. INFORMATION ITEMS

City Clerk Mejia provided a reminder of the April 30, 2025, deadline to submit applications for Boards, Commissions, Committees, and Task Forces.

17. ADJOURNMENT

Before adjourning, the City Council recognized the contributions of Jim Grayson, who served as a trusted legal advisor to the City since 2000. His expertise was instrumental in shaping major projects including Desert Willow, The Gardens on El Paseo, and numerous affordable housing initiatives. Mr. Grayson was also a mentor and valued partner to City staff. The City Council adjourned the meeting at 6:22 p.m. in his honor and memory, extending heartfelt condolences to the Richards, Watson & Gershon team and to Mr. Grayson's family.

Respectfully submitted,

Michelle Nance

Acting Assistant City Clerk/Assistant Secretary

Anthony J. Mejia, MMC

City Clerk/Secretary

City of Palm Desert

Check Register

2/25/2025 - 2/27/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	61885304	02/25/2025	P E R S	1100000	2161100	PERS 1105 02/21/2025	100000017791118	56,435.62
WR	61885304	02/25/2025	P E R S	1104150	4111500	Rounding 1105 02/21/2025	100000017791118	0.25
WR	61885307	02/25/2025	P E R S	1104150	4111500	Rounding 26565 02/21/2025	100000017791187	0.48
WR	61885307	02/25/2025	P E R S	1100000	2161100	PERS 26565 02/21/2025	100000017791187	68,833.72
WR	64799190	02/25/2025	STATE OF CALIFORNIA	1100000	2160200	PIT W/H PD: 02/26/2025	8265589	26,166.84
WR	68775163	02/25/2025	TRANSAMERICA EMPLOYEE BENEFITS	1100000	2161600	Supplmental Ins 02-28-25	2505635817	707.34
WR	68775163	02/25/2025	TRANSAMERICA EMPLOYEE BENEFITS	1100000	2161600	Supplmental Ins 02-28-25	2505635817	300.14
WR	71608553	02/25/2025	I C M A RETIREMENT TRUST	1100000	2162600	Retire Hlth Sv-PayDay 02/26/25	6896958	7,876.24
WR	71608553	02/25/2025	I C M A RETIREMENT TRUST	6100000	1029200	Retire Hlth Sv-PayDay 02/26/25	6896958	7,876.24
WR	71608553	02/25/2025	I C M A RETIREMENT TRUST	6100000	2162200	Retire Hlth Sv-PayDay 02/26/25	6896958	-7,876.24
WR	72034039	02/25/2025	Empower Retirement LLC	1100000	2162300	Deferred Comp PayDay 02/26/25	1272286531	30,983.29
WR	72034039	02/25/2025	Empower Retirement LLC	6100000	1029300	Deferred Comp PayDay 02/26/25	1272286531	30,983.29
WR	72034039	02/25/2025	Empower Retirement LLC	6100000	2162300	Deferred Comp PayDay 02/26/25	1272286531	-30,983.29
WR	72941098	02/25/2025	Empower Retirement LLC	1100000	2162201	401-A Retire PayDay: 02/26/25	1272289929	17,341.77
WR	72941098	02/25/2025	Empower Retirement LLC	6100000	2162201	401-A Retire PayDay: 02/26/25	1272289929	-17,341.77
WR	72941098	02/25/2025	Empower Retirement LLC	6100000	1029201	401-A Retire PayDay: 02/26/25	1272289929	17,341.77
WR	75759197	02/25/2025	DEPARTMENT OF THE TREASURY	1100000	2160100	Federal W/H P/D 02/26/2025	33668004	60,694.87
WR	75759197	02/25/2025	DEPARTMENT OF THE TREASURY	1100000	2160101	SocialSec W/H P/D 02/26/2025	33668004	1,213.78
WR	75759197	02/25/2025	DEPARTMENT OF THE TREASURY	1100000	2160300	Medicare W/H P/D 02/26/2025	33668004	18,588.58
WR	79596971	02/25/2025	STERLING ADMINISTRATION	1100000	2161600	FSA HEALTH CARE 02/26/2025	843564	3,320.92
WR	79596971	02/25/2025	STERLING ADMINISTRATION	1100000	2161600	FSA DEPENDANT CARE 02/26/2025	843564	1,670.48

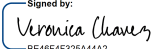
City of Palm Desert
Check Register
2/25/2025 - 2/27/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
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Audited and Found Correct	Examined and Approved	Examined and Approved	Total For Bank ID -	WR			
<div>Signed by: <i>Veronica Chavez</i> BE40F4F325A44A2...</div>	<div>Signed by: <i>[Signature]</i> DC37D0D20CC44D4...</div>	<div>Signed by: <i>Chris Escobedo</i> 437BBF489E4E43B...</div>					
Director of Finance	Mayor or Mayor Pro-Tem	City Manager					294,134.32

City of Palm Desert
Check Register
2/25/2025 - 2/27/2025

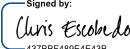
Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	19185138	02/27/2025	US BANK	3544394	4363500	Interest Due CDF no 2021-1 UP	2790651	274,275.00
WR	44951587	02/27/2025	US BANK	3534394	4363500	Interest Due CDF No. 2005-1	2780549	87,300.00
WR	44951597	02/27/2025	US BANK	3154350	4363500	Interest Due Sec 29 AD 04-02	2780548	256,200.00
WR	44951605	02/27/2025	US BANK	3914790	4363500	Interest Due AD 01-01 Silver	2756268	14,512.51
WR	48032869	02/27/2025	US BANK	3554394	4363500	Interest Due CDF No. 2021-1	2780555	285,837.50

Audited and Found Correct
Signed by:

BE46F4F325A44A2...

Director of Finance

Examined and Approved
Signed by:

DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved
Signed by:

437BBF489E4E43B...

City Manager

Total For Bank ID - WR

918,125.01

City of Palm Desert
Check Register
3/1/2025 - 3/31/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	12589422	03/10/2025	US BANK P-CARD 9350	1104110	4362000	REMARKABLE SUBSC FEB25	9530 3/07/25	2.99
WR	12589422	03/10/2025	US BANK P-CARD 9350	1104154	4309501	F&B EMPLY APPREC 2.27.25	9530 3/07/25	420.65

<div>Audited and Found Correct</div> <div><div>Signed by:</div><div>Veronica Chavez</div><div>BE46F4F325A44A2...</div></div> <div>Director of Finance</div>	<div>Examined and Approved</div> <div><div>Signed by:</div><div>Janet Charvillat</div><div>DC37D0D2DC44D4...</div></div> <div>Mayor or Mayor Pro-Tem</div>	<div>Examined and Approved</div> <div><div>Signed by:</div><div>Chris Escobedo</div><div>437BBF489E4E43B...</div></div> <div>City Manager</div>	<div>Total For Bank ID - WR</div> <div>423.64</div>
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City of Palm Desert

Check Register

3/1/2025 - 3/31/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	17823045	03/14/2025	P E R S	1100000	2161100	PERS 26565 03/07/2025	100000017823045	69,010.31
WR	17823045	03/14/2025	P E R S	1104150	4111500	Rounding 26565 03/07/2025	100000017823045	0.46
WR	32045913	03/14/2025	STERLING ADMINISTRATION	1100000	2161600	FSA HEALTH CARE 03/12/2025	848887	3,195.92
WR	32045913	03/14/2025	STERLING ADMINISTRATION	1100000	2161600	FSA DEPENDANT CARE 03/12/2025	848887	1,670.48
WR	56497513	03/14/2025	STATE OF CALIFORNIA	1100000	2160200	PIT W/H PD: 03/12/2025	8306842	25,433.70
WR	56521938	03/14/2025	P E R S	1100000	2161100	PERS 1105 03/07/2025	100000017822977	56,347.35
WR	56521938	03/14/2025	P E R S	1104150	4111500	Rounding 1105 03/07/2025	100000017822977	0.25
WR	57175218	03/14/2025	DEPARTMENT OF THE TREASURY	1100000	2160100	Federal W/H P/D 03/12/2025	44288540	58,967.22
WR	57175218	03/14/2025	DEPARTMENT OF THE TREASURY	1100000	2160101	SocialSec W/H P/D 03/12/2025	44288540	1,421.50
WR	57175218	03/14/2025	DEPARTMENT OF THE TREASURY	1100000	2160300	Medicare W/H P/D 03/12/2025	44288540	18,297.42
WR	57400325	03/14/2025	I C M A RETIREMENT TRUST	1100000	2162600	Retire Hlth Sv-PayDay 03/12/25	6314410	7,856.42
WR	57400325	03/14/2025	I C M A RETIREMENT TRUST	6100000	1029200	Retire Hlth Sv-PayDay 03/12/25	6314410	7,856.42
WR	57400325	03/14/2025	I C M A RETIREMENT TRUST	6100000	2162200	Retire Hlth Sv-PayDay 03/12/25	6314410	-7,856.42
WR	58707138	03/14/2025	Empower Retirement LLC	1100000	2162201	401-A Retire PayDay: 03/12/25	1276966102	17,320.63
WR	58707138	03/14/2025	Empower Retirement LLC	6100000	1029201	401-A Retire PayDay: 03/12/25	1276966102	17,320.63
WR	58707138	03/14/2025	Empower Retirement LLC	6100000	2162201	401-A Retire PayDay: 03/12/25	1276966102	-17,320.63
WR	58735343	03/14/2025	Empower Retirement LLC	6100000	2162300	Deferred Comp PayDay 03/12/25	1276964402	-30,862.98
WR	58735343	03/14/2025	Empower Retirement LLC	6100000	1029300	Deferred Comp PayDay 03/12/25	1276964402	30,862.98
WR	58735343	03/14/2025	Empower Retirement LLC	1100000	2162300	Deferred Comp PayDay 03/12/25	1276964402	30,862.98

Audited and Found Correct

Signed by:
Veronica Chavez
BE40F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:
Jen Chavez
DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:
Chris Escobedo
A37B9F489E4E43B...

City Manager

Total For Bank ID - WR

290,384.64

City of Palm Desert

Check Register

3/1/2025 - 3/31/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	10613842	03/20/2025	US BANK P-CARD 9350	1100000	1150100	LASERFISCHE LDG 4/14-18 NM	9530 03/13/2025	201.82
WR	10613842	03/20/2025	US BANK P-CARD 9350	1100000	1150100	LASERFISCHE LDG4/14-18 CA	9530 03/13/2025	201.82
WR	10613842	03/20/2025	US BANK P-CARD 9350	1100000	1430100	FY25/26 SOFTWARE - MENTIMETER	9530 03/13/2025	83.93
WR	10613842	03/20/2025	US BANK P-CARD 9350	1104110	4312500	GOAL SETTING SS REFRESH 2/27	9530 03/13/2025	160.83
WR	10613842	03/20/2025	US BANK P-CARD 9350	1104150	4362000	WSJ NEWSPAPER 03/25	9530 03/13/2025	38.99
WR	10613842	03/20/2025	US BANK P-CARD 9350	1104190	4362001	FY24/25 SOFTWARE - MENTIMETER	9530 03/13/2025	59.95
WR	10613842	03/20/2025	US BANK P-CARD 9350	1104331	4334000	VEHICLE CMLPNC FEES #9 #11 #12	9530 03/13/2025	93.54
WR	10613842	03/20/2025	US BANK P-CARD 9350	1104331	4334000	VEHICLE CMLPNC FEES #9 #11 #12	9530 03/13/2025	2.80
WR	10613842	03/20/2025	US BANK P-CARD 9350	1104331	4334000	VEHICLE CARB TESTING #11	9530 03/13/2025	175.00
WR	10613842	03/20/2025	US BANK P-CARD 9350	1104417	4312500	ADDY AWARDS REG 3/8 CA/TB/TS	9530 03/13/2025	437.70
WR	10613842	03/20/2025	US BANK P-CARD 9350	1104430	4312000	ICSC CONF AIRFAIRE 5/18-20 MA	9530 03/13/2025	323.96
WR	10613842	03/20/2025	US BANK P-CARD 9350	1104800	4388600	OPHELIA LUNCHEON 3/18 JH	9530 03/13/2025	125.00

Audited and Found Correct

Signed by:
Veronica Chavez
DE40F4F325A44A2...

Director of Finance

Examined and Approved

Signed by:
Yan Chavira
DC37D0D20CC4D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:
Chris Escobedo
437BBF489E4E43B...

City Manager

Total For Bank ID - WR

1,905.34

City of Palm Desert

Check Register

3/1/2025 - 3/31/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
WR	13709879	03/25/2025	US BANK P-CARD 9350	1100000	1150100	ICSC AIR KQ 5/17-5/20	9530 03/21/2025	205.96
WR	13709879	03/25/2025	US BANK P-CARD 9350	1104110	4363000	ICSC dues for KQuintanilla	9530 03/21/2025	175.00
WR	13709879	03/25/2025	US BANK P-CARD 9350	1104150	4362000	USA Today Mar25	9530 03/21/2025	9.99
WR	13709879	03/25/2025	US BANK P-CARD 9350	1104190	4362001	Mailchimp Marketing Mar25	9530 03/21/2025	276.00
WR	13709879	03/25/2025	US BANK P-CARD 9350	1104190	4365000	VERIZON Toll Free # MR25	9530 03/21/2025	2.18
WR	13709879	03/25/2025	US BANK P-CARD 9350	1104421	4312000	ICC CERT RMcKeown	9530 03/21/2025	100.00
WR	13709879	03/25/2025	US BANK P-CARD 9350	1104430	4363000	ICSC dues for Alawrence	9530 03/21/2025	175.00
WR	13709879	03/25/2025	US BANK P-CARD 9350	1104470	4306300	ARC meeting 3.11.25	9530 03/21/2025	193.90
WR	13709879	03/25/2025	US BANK P-CARD 9350	1104800	4388600	Washington Charter Gala JH	9530 03/21/2025	130.00
WR	13709879	03/25/2025	US BANK P-CARD 9350	2360000	1150100	SWANA AIR LM 4/7-4/10	9530 03/21/2025	173.18
WR	13709879	03/25/2025	US BANK P-CARD 9350	2360000	1150100	SWANA AIR LM 4/7-4/10	9530 03/21/2025	293.18
WR	13709879	03/25/2025	US BANK P-CARD 9350	2364195	4312000	SWANA Conf LM 4/7-4/10	9530 03/21/2025	1,300.00
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104150	4362000	REVRS BLUECOSMO SAT PHN JL24	9530 03/20/2025	-66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104150	4362000	REVRS BLUECOSMO SAT PHN SP24	9530 03/20/2025	-66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104150	4362000	REVRS BLUECOSMO SAT PHN NV24	9530 03/20/2025	-66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104150	4362000	REVRS BLUECOSMO SAT PHN DC24	9530 03/20/2025	-66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104150	4362000	REVRS BLUECOSMO SAT PHN JN25	9530 03/20/2025	-66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104211	4219000	REVRS BLUECOSMO SAT PHN AU24	9530 03/20/2025	-66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104211	4309000	BLUECOSMO SAT PHN OCT24	9530 03/20/2025	66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104211	4309000	BLUECOSMO SAT PHN JL24	9530 03/20/2025	66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104211	4309000	BLUECOSMO SAT PHN AU24	9530 03/20/2025	66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104211	4309000	BLUECOSMO SAT PHN SP24	9530 03/20/2025	66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104211	4309000	BLUECOSMO SAT PHN NV24	9530 03/20/2025	66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104211	4309000	BLUECOSMO SAT PHN DC24	9530 03/20/2025	66.95
WR	18391865	03/25/2025	US BANK P-CARD 9350	1104211	4309000	BLUECOSMO SAT PHN JN25	9530 03/20/2025	66.95

City of Palm Desert
Check Register
3/1/2025 - 3/31/2025

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 - WR
<div>Signed by: <i>Veronica Chavez</i> BE48F4F325A4A2...</div>			<div>Signed by: <i>Veronica Chavez</i> DC37D0D20CC44D4...</div>		<div>Signed by: <i>Chris Escobedo</i> 437BDF489E4E43B...</div>		3,101.34
Director of Finance			Mayor or Mayor Pro-Tem		City Manager		

City of Palm Desert

Check Register

4/3/2025 - 4/3/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00003951	04/03/2025	ADKINS, MICHAEL	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,574.39
W1	00003952	04/03/2025	ALLEN, FRANK	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00003953	04/03/2025	AVERY, ANN	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	657.41
W1	00003954	04/03/2025	BASSLER, THOMAS	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003955	04/03/2025	BISHOP, ROBERT	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	707.98
W1	00003956	04/03/2025	BLYTHE, BARBARA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	291.10
W1	00003957	04/03/2025	BO CHEN	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	550.44
W1	00003958	04/03/2025	BRADLEY, DEBRA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00003959	04/03/2025	BROWN, MICHAEL	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00003960	04/03/2025	CANALES, CHRISTINA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	532.61
W1	00003961	04/03/2025	CECHIN, TERRY	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	835.62
W1	00003962	04/03/2025	CEHR, DAVID	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003963	04/03/2025	CICCHINI, SUZANNE	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,267.82
W1	00003964	04/03/2025	CONLON, PATRICK C.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003965	04/03/2025	CRAWFORD, DANNY	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	2,033.00
W1	00003966	04/03/2025	CROY, HOMER	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	505.70
W1	00003967	04/03/2025	DARLING, GLORIA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00003968	04/03/2025	HOLLINGER, DIANE	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003969	04/03/2025	DIERCKS, MARK	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	138.81
W1	00003970	04/03/2025	DOYLE, KAREN	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	760.58
W1	00003971	04/03/2025	DRELL, PHILIP D.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003972	04/03/2025	ESPINOZA, JOSE LUIS	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	2,345.77
W1	00003973	04/03/2025	FANNING, JODI	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,101.78
W1	00003974	04/03/2025	FERGUSON, JAMES C.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,098.78
W1	00003975	04/03/2025	FLINT, DAVID	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	277.35
W1	00003976	04/03/2025	FOLKERS, RICHARD J.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00003977	04/03/2025	GARCIA, MIGUEL	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30

City of Palm Desert

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4/3/2025 - 4/3/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00003978	04/03/2025	GARNER, PAGE	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,253.44
W1	00003979	04/03/2025	GAUGUSH, CORA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003980	04/03/2025	GLICKMAN, DEBORAH SCHWARTZ	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,777.09
W1	00003981	04/03/2025	GODFREY, BEN ORRIN	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003982	04/03/2025	GOMEZ, DONNA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,267.82
W1	00003983	04/03/2025	GRANCE, RUSSELL	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,086.31
W1	00003984	04/03/2025	GREENWOOD, MARK	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,777.09
W1	00003985	04/03/2025	GRIFFIN, ROSALVA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	316.90
W1	00003986	04/03/2025	HENDERSON, RHONDA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	944.86
W1	00003987	04/03/2025	HERMANN, DAVID	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,658.62
W1	00003988	04/03/2025	HERNANDEZ, ANTHONY	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00003989	04/03/2025	HERNANDEZ, CARLOS	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,777.09
W1	00003990	04/03/2025	HOLTZ, GREGG	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003991	04/03/2025	JOHNSON, SONDR	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003992	04/03/2025	JOY, PHILLIP E.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	576.39
W1	00003993	04/03/2025	JUDY, JANINE MARIE	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	298.69
W1	00003994	04/03/2025	KARIMI, BASHIER AHMAD	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00003995	04/03/2025	KILPATRICK, SHAWN	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,748.32
W1	00003996	04/03/2025	KLASSEN, RACHELLE D.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,267.82
W1	00003997	04/03/2025	KNIGHT, SPENCER	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003998	04/03/2025	KNUTSON, LAUREL	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	198.97
W1	00003999	04/03/2025	LEAL, DIANA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,124.22
W1	00004000	04/03/2025	LEON, PATRICIA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00004001	04/03/2025	LONGMAN, ELIZABETH M.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	174.17
W1	00004002	04/03/2025	MCBRIDE, CRAIG	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00004003	04/03/2025	MCCARTHY, JUSTIN	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	606.84
W1	00004004	04/03/2025	METZ, THOMAS	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,836.50

City of Palm Desert

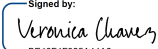
Check Register

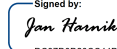
4/3/2025 - 4/3/2025

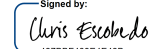
Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004005	04/03/2025	MONROE, TONYA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00004006	04/03/2025	MOORE, JANET	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,777.09
W1	00004007	04/03/2025	MOORE, RUTH ANN	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00004008	04/03/2025	NEELY, MICHAEL	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00004009	04/03/2025	NIEMCZAK, JAY	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	156.34
W1	00004010	04/03/2025	O'REILLY, MONICA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,183.72
W1	00004011	04/03/2025	OSBORN, LINDA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00004012	04/03/2025	PONDER, HART	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	174.17
W1	00004013	04/03/2025	PRUSINOWSKI, KAREN	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	657.41
W1	00004014	04/03/2025	REAM, LISA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	390.58
W1	00004015	04/03/2025	RIDDLE, FRANKIE	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	814.91
W1	00004016	04/03/2025	ROCHA, GRACE L.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	934.83
W1	00004017	04/03/2025	ROSAS, JOSE	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,574.39
W1	00004018	04/03/2025	ROSAS, SERGIO	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00004019	04/03/2025	RUSSELL, LINDA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	532.84
W1	00004020	04/03/2025	SCULLY, PATRICIA H.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00004021	04/03/2025	CHRISTIANSEN, SHARON	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00004022	04/03/2025	SMITH, STEPHEN R.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00004023	04/03/2025	STANLEY, JANE	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	472.22
W1	00004024	04/03/2025	SZYMANSKI, BETTY	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,436.87
W1	00004025	04/03/2025	TOWNSEND, ALANA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	362.69
W1	00004026	04/03/2025	TUCKER, RON	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	532.61
W1	00004027	04/03/2025	WALKER, DEL	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	369.71
W1	00004028	04/03/2025	WEIL, CHIN-YU	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	532.61
W1	00004029	04/03/2025	WELLER, DENI	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00004030	04/03/2025	WHITE, BRYCE	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	298.69
W1	00004031	04/03/2025	WILCOX, DARIN	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	377.07

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4/3/2025 - 4/3/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004032	04/03/2025	WITTE, LOCK	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,318.60
W1	00004033	04/03/2025	WOHLMUTH, JOHN	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	825.57
W1	00004034	04/03/2025	ZAMARRIPA, AARON	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00004035	04/03/2025	ZAMORA, FLORENTINO G.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	396.12
W1	00004036	04/03/2025	ZATARAIN, ABEL	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,101.78
W1	00004037	04/03/2025	ZATARAIN, GERARDO	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,267.82
W1	02006215	04/03/2025	BEDROSIAN, PATRICK	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	298.69
W1	02006216	04/03/2025	FENSKE, CHARLES	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	02006217	04/03/2025	WRIGHT, BARBARA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	02006218	04/03/2025	YRIGOYEN, DAVID L.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55

Audited and Found Correct
Signed by:

BE46F4F325A4A2...
Director of Finance

Examined and Approved
Signed by:

DC37D0D20CC4D4...
Mayor or Mayor Pro-Tem

Examined and Approved
Signed by:

437BBF489E4E43B...
City Manager

Total For Bank ID - W1

73,299.71

City of Palm Desert

Check Register

4/4/2025 - 4/4/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004038	04/04/2025	A+ WINDOW & GUTTER CLEANING	1104330	4331000	R/M ROOF/SOLAR - CORPYARD	9420	2,130.00
W1	00004038	04/04/2025	A+ WINDOW & GUTTER CLEANING	1104800	4388500	R/M ROOF / WINDOW - ARTIST CTR	9439	2,075.00
W1	00004038	04/04/2025	A+ WINDOW & GUTTER CLEANING	2304220	4331000	R/M ROOF - FS #67	9519	750.00
W1	00004038	04/04/2025	A+ WINDOW & GUTTER CLEANING	2304220	4331000	R/M ROOF - FS #71	9522	750.00
W1	00004038	04/04/2025	A+ WINDOW & GUTTER CLEANING	2304220	4331000	R/M ROOF - FS #33	9565	750.00
W1	00004038	04/04/2025	A+ WINDOW & GUTTER CLEANING	5104195	4369800	R/M WINDOW / SOLAR - HENDERSON	9513	1,690.00
W1	00004039	04/04/2025	AMAZON CAPITAL SERVICES INC.	1104150	4211000	Universal Remote Control	1RPQ-NR46-KFCY	10.73
W1	00004039	04/04/2025	AMAZON CAPITAL SERVICES INC.	1104159	4211000	Clear Plastic Forks	1RPQ-NR46-KFCY	16.70
W1	00004040	04/04/2025	BRODART CO	2524662	4211200	Library Book Purchase 3/8/25	B6947902	92.74
W1	00004040	04/04/2025	BRODART CO	2524662	4211200	Library Book Purchase 3/8/25	B6947903	27.60
W1	00004040	04/04/2025	BRODART CO	2524662	4211200	Library Book Purchase 3/8/25	B6948068	25.02
W1	00004040	04/04/2025	BRODART CO	2524662	4211200	Library Book Purchase 3/8/25	B6948070	15.53
W1	00004040	04/04/2025	BRODART CO	2524662	4211200	Library Book Purchase 3/8/25	B6948071	43.76
W1	00004040	04/04/2025	BRODART CO	2524662	4211200	Library Book Purchase 3/8/25	B6947815	139.92
W1	00004041	04/04/2025	CDW LLC	1104190	4212000	HP952XL Ink & Mouse	AD3PJ2T	379.76
W1	00004041	04/04/2025	CDW LLC	1104190	4212000	Suppl-Tripp Displayport Cable	AD3RX9T	87.60
W1	00004041	04/04/2025	CDW LLC	1104190	4212000	Suppli-Outlet Surge Protector	AD3XE8T	349.11
W1	00004041	04/04/2025	CDW LLC	5304190	4404000	R-Samsung 27IN Monitors	AD3KG1W	398.96
W1	00004041	04/04/2025	CDW LLC	5304190	4404000	R-Viewsonic Monitors	AD31D8Q	537.02
W1	00004042	04/04/2025	CITY NET	2264212	4309000	FEB25 STREET OUTREACH&ENGAGEMN	2025-0200121	20,591.67
W1	00004043	04/04/2025	DOUG WALL CONSTRUCTION INC	4004618	4400100	UNIVRSTY COMM GARDNS FENCE RPR	4347	8,852.98
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	234LD4 FLEET MAINT	FBN5277261	136.25
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V3PJ FLEET MAINT	FBN5277261	111.83
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V3QC FLEET MAINT	FBN5277261	91.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V3RD FLEET MAINT	FBN5277261	107.97
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V458 FLEET MAINT	FBN5277261	103.00
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V3PN FLEET MAINT	FBN5277261	111.83

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V3S3 FLEET MAINT	FBN5277261	111.36
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V3PC FLEET MAINT	FBN5277261	103.00
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MTQF FLEET MAINT	FBN5277261	103.00
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG3C FLEET MAINT	FBN5277261	109.96
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG3H FLEET MAINT	FBN5277261	109.96
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG55 FLEET MAINT	FBN5277261	107.97
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG58 FLEET MAINT	FBN5277261	94.67
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MTQG FLEET MAINT	FBN5277261	238.00
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG42 FLEET MAINT	FBN5277261	107.97
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG5R FLEET MAINT	FBN5277261	111.83
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG5W FLEET MAINT	FBN5277261	103.00
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MTQB FLEET MAINT	FBN5277261	147.15
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MTQD FLEET MAINT	FBN5277261	141.73
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MTQD FLEET ADD MAINT	FBN5277261	95.00
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG34 FLEET MAINT	FBN5277261	111.83
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG4H FLEET MAINT	FBN5277261	107.97
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG3S FLEET MAINT	FBN5277261	94.67
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG5X FLEET MAINT	FBN5277261	111.83
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MG63 FLEET MAINT	FBN5277261	103.54
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22MP7V FLEET MAINT	FBN5277261	69.00
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V3QW FLEET MAINT	FBN5277261	111.83
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V3MJ FLEET MAINT	FBN5277261	103.00
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V3P3 FLEET MAINT	FBN5277261	111.83
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V3P5 FLEET MAINT	FBN5277261	111.83
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	1104331	4334000	22V3P8 FLEET MAINT	FBN5277261	111.83
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	234LD4 FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V3PJ FLEET LEASE	FBN5277261	26.94

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V3QC FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V3RD FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V458 FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V3PN FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V3S3 FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V3PC FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MTQF FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG3C FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG3H FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG55 FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG58 FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MTQG FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG42 FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG5R FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG5W FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MTQB FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MTQD FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG34 FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG4H FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG3S FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG5X FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MG63 FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22MP7V FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V3QW FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V3MJ FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V3P3 FLEET LEASE	FBN5277261	26.94
W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V3P5 FLEET LEASE	FBN5277261	26.94

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W1	00004044	04/04/2025	ENTERPRISE FM TRUST	5304331	4344000	22V3P8 FLEET LEASE	FBN5277261	26.94
W1	00004045	04/04/2025	FAMILY YMCA OF THE DESERT	2424549	4219000	JN25 AQUATIC CTR - SUPPLIES	012025	243.69
W1	00004045	04/04/2025	FAMILY YMCA OF THE DESERT	2424549	4309000	JN25 AQUATIC CTR- OTHER EXPEN	012025	7,312.59
W1	00004045	04/04/2025	FAMILY YMCA OF THE DESERT	2424549	4309300	JN25 AQUATIC CTR-MANAGMENT FEE	012025	17,536.81
W1	00004045	04/04/2025	FAMILY YMCA OF THE DESERT	2424549	4801100	JN25 AQUATIC CTR - FOOD/MERCH	012025	1,872.51
W1	00004045	04/04/2025	FAMILY YMCA OF THE DESERT	2424549	4802101	JN25 AQUATIC CTR-CONTRACTLABOR	012025	130,104.74
W1	00004045	04/04/2025	FAMILY YMCA OF THE DESERT	2424549	4219000	FB25 AQUATIC CTR - SUPPLIES	022025	237.24
W1	00004045	04/04/2025	FAMILY YMCA OF THE DESERT	2424549	4309000	FB25 AQUATIC CTR-OTHER EXPENSE	022025	9,332.42
W1	00004045	04/04/2025	FAMILY YMCA OF THE DESERT	2424549	4309300	FB25 AQUATIC CTR-MANAGMENT FEE	022025	17,536.81
W1	00004045	04/04/2025	FAMILY YMCA OF THE DESERT	2424549	4801100	FB25 AQUATIC CTR - FOOD/MERCH	022025	-256.49
W1	00004045	04/04/2025	FAMILY YMCA OF THE DESERT	2424549	4802101	FB25 AQUATIC CTR-CONTRACTLABOR	022025	88,928.05
W1	00004046	04/04/2025	FEHR & PEERS	1104470	4300500	Circulation Element - FE25	184044R	10,487.60
W1	00004047	04/04/2025	HIGH TECH IRRIGATION INC.	1104610	4332001	FERTILIZER - CC PARK	825138	62.28
W1	00004048	04/04/2025	LEONARD, DION	2524662	4390000	Dion Leonard - Gobi Final Pay	GOBI DEP BAL	3,000.00
W1	00004049	04/04/2025	LOWE'S HOME CENTERS INC.	1104134	4211000	STREET SUPPLIES - PW INSPECTOR	996110-012725	55.16
W1	00004049	04/04/2025	LOWE'S HOME CENTERS INC.	1104340	4219000	R/M BLDG MAINT SUPPLIES - CH	972708-122624	26.59
W1	00004049	04/04/2025	LOWE'S HOME CENTERS INC.	1104611	4219000	R/M IRRIG SUPPLIES - FREEDOM	977622-021125	98.19
W1	00004049	04/04/2025	LOWE'S HOME CENTERS INC.	1104611	4332001	R/M IRRIG SUPPLIES - FREEDOM	996477-021825	30.44
W1	00004050	04/04/2025	LOZANO SMITH LLP	1104154	4309000	Professional Svc Investigation	2241449	5,214.00
W1	00004051	04/04/2025	MARIPOSA LANDSCAPES INC	1104310	4332000	R/M WEED ABATEMENT-GF/TECH	112634	1,484.00
W1	00004051	04/04/2025	MARIPOSA LANDSCAPES INC	1104310	4332000	R/M WEED ABATEMENT-DS/CORTESIA	112635	1,484.00
W1	00004052	04/04/2025	PFM ASSET MANAGEMENT LLC	1104159	4309000	Invst. Mgmt Svcs for 2/2025	14664385	3,948.82
W1	00004053	04/04/2025	PYE BAKER	1104340	4309000	ALARM MNTR-HISTORICAL 4/1-6/30	6129275	470.88
W1	00004053	04/04/2025	PYE BAKER	1104340	4309000	ALARM MNTR- CITY HALL 4/1-6/30	6130093	313.92
W1	00004053	04/04/2025	PYE BAKER	5104195	4369602	ALARM MNTR-STATE BLDG 4/1-6/30	6128983	156.96
W1	00004053	04/04/2025	PYE BAKER	5104195	4369602	ALARM MNTR-STATE BLDG 4/1-6/30	6129187	156.96
W1	00004053	04/04/2025	PYE BAKER	5104195	4369800	ALARM MNTR-HENDERSON 4/1-6/30	6129190	470.88

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W1	00004054	04/04/2025	PYRO-SPECTACULARS INC	1100000	1430100	July 4, 2025 Fireworks Deposit	500	25,000.00
W1	00004055	04/04/2025	SERVPRO	5104195	4337020	STATE BUILDING WRCB TI-TO00106	5276444	67,548.80
W1	00004056	04/04/2025	SINATRA & COOK PROJECT LLC	4254430	4345000	MY25 iHUB/ERC RENT MO 63 OF 72	MO63OF72MAY25	18,161.80
W1	00004057	04/04/2025	STAPLES BUSINESS ADVANTAGE	1104300	4211000	OFFICE SUPPLIES - CITY HALL	6026933311	38.40
W1	00004057	04/04/2025	STAPLES BUSINESS ADVANTAGE	1104300	4211000	OFFICE SUPPLIES - CITY HALL	6026933313	146.72
W1	00004058	04/04/2025	THE ALTUM GROUP	2204800	4388000	CAHUILLA HILLS PARK ADA NV24	9917	568.50
W1	00004058	04/04/2025	THE ALTUM GROUP	2204800	4388000	CAHUILLA HILLS PARK ADA JN25	10031	385.00
W1	00004058	04/04/2025	THE ALTUM GROUP	2204800	4388000	CAHUILLA HILLS PARK ADA FB25	10068	2,012.63
W1	00004059	04/04/2025	UNITY COURIER SERVICE	2524662	4309000	Courier Service Svcs 3/15/25	20700	376.11
W1	00004059	04/04/2025	UNITY COURIER SERVICE	2524662	4309000	Courier Service Svcs 3/22/25	21243	376.11
W1	00004060	04/04/2025	URBAN ACCOUNTING & CONSULTING	1104150	4309000	Feb 2025 PDAC Forecasting	0003	725.00
W1	00004061	04/04/2025	URBAN SOLAR INC	1104310	4332000	R/M SOLAR LIGHTS - CV LINK	1529	4,577.22
W1	00004062	04/04/2025	VIDI GLOBAL LLC	4364650	4309200	Arts & Cultural Map	CPD-004	1,375.00
W1	00004063	04/04/2025	VISUAL EDGE IT INC	1104190	4342000	INK&TONER CITYHALL 2/28-3/28	24AR2541459	1,287.93
W1	00004063	04/04/2025	VISUAL EDGE IT INC	1104190	4342000	INK&TONER 3TX403772 2/28-3/29	24AR2541460	105.08
W1	00004064	04/04/2025	WILLDAN FINANCIAL SERVICES	3124350	4309000	Series 2003 ACD	010-61733	1,600.00
W1	00004064	04/04/2025	WILLDAN FINANCIAL SERVICES	3154350	4309000	AD 2004-02 Sect 29 ACD	010-61733	1,600.00
W1	00004064	04/04/2025	WILLDAN FINANCIAL SERVICES	3534394	4309000	CFD 2005-1 U-Park ACD	010-61733	1,600.00
W1	00004064	04/04/2025	WILLDAN FINANCIAL SERVICES	3544394	4309000	CFD 2021-1 U-Park Ser 2021 ACD	010-61733	1,600.00
W1	00004064	04/04/2025	WILLDAN FINANCIAL SERVICES	3554394	4309000	CFD 2021-1 U-Park Ser 2024 ACD	010-61733	500.00
W1	00004064	04/04/2025	WILLDAN FINANCIAL SERVICES	3124350	4309000	APR25-JUN25 AD 2001-01 Q4	010-61664	519.67
W1	00004064	04/04/2025	WILLDAN FINANCIAL SERVICES	3144350	4309000	APR25-JUN25 AD 2004-01 Q4	010-61664	404.19
W1	00004064	04/04/2025	WILLDAN FINANCIAL SERVICES	3154350	4309000	APR25-JUN25 AD 2004-02 Q4	010-61664	2,130.91
W1	00004064	04/04/2025	WILLDAN FINANCIAL SERVICES	2304220	4309000	FIRE TAX APR25-JUN25 Q4	010-61666	5,288.99
W1	00004065	04/04/2025	ZOHO CORPORATION	1100000	1430100	ManageEngine Renwl 7/25-3/26	5020011441	3,146.25
W1	00004065	04/04/2025	ZOHO CORPORATION	1104190	4362001	ManageEngine Renwl 3/25-6/25	5020011441	1,048.75
W1	02006219	04/04/2025	ADVANTEC CONSULTING ENGINEERS	1104250	4309000	TO0012832-TRAFFIC ENG SVS FB25	9803-0308-02	22,945.00

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W1	02006219	04/04/2025	ADVANTEC CONSULTING ENGINEERS	1104250	4309000	TO0012832-TRAFFIC ENG SRVS	9803-03-08-01	12,800.00
W1	02006220	04/04/2025	ANDERSON COMMUNICATION INC	1104310	4365000	FB25 RADIO REPEATER SERVICE	20984B	262.50
W1	02006221	04/04/2025	ASENCIO, ANDREW	1100000	1150100	CACEO MODULE 1 LDG 4/6-10 AA	ADV LDG 0425AA	1,121.32
W1	02006221	04/04/2025	ASENCIO, ANDREW	1100000	1150100	CACEO MODULE 1 PARK 4/6-10 AA	ADV PARK 0425AA	90.00
W1	02006221	04/04/2025	ASENCIO, ANDREW	1100000	1150100	CACEO MODULE 1 PRDM 4/6-10 AA	ADV PD 0425AA	473.00
W1	02006221	04/04/2025	ASENCIO, ANDREW	1100000	1150100	CACEO MODULE 1 MILE 4/6-10 AA	ADV MILE 0425AA	132.79
W1	02006222	04/04/2025	BELFOR PROPERTY RESTORATION	4504161	4400100	CITY HALL EMP LOUNGE RENOVATN	2112466	50,000.00
W1	02006223	04/04/2025	CASC ENGINEERING AND	1104396	4400100	FB25 MS4 INSP/NPDES SUPPORT	0053025	3,279.50
W1	02006224	04/04/2025	CITY CLERKS ASSOCIATION	1104111	4312000	MLomeli MMC 200 Conf Reg	200004680	500.00
W1	02006225	04/04/2025	COACHELLA VALLEY WATER DIST.	4254430	4395000	iHUB CVWD Mar'25	720041309104MR25	64.72
W1	02006225	04/04/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	74735 HOVLEY LANE E SOCCER PK	127363385426MR25	127.76
W1	02006225	04/04/2025	COACHELLA VALLEY WATER DIST.	1104614	4351000	1149 ST MEDIANS NORTH	586651849912MR25	200.47
W1	02006225	04/04/2025	COACHELLA VALLEY WATER DIST.	2304220	4351000	73200 MESA VIEW DR FS 67	176281476314MR25	318.96
W1	02006225	04/04/2025	COACHELLA VALLEY WATER DIST.	2304220	4351000	73995 COUNTRY CLUB FS 71	122335377974MR25	259.73
W1	02006225	04/04/2025	COACHELLA VALLEY WATER DIST.	2774373	4351000	LARKSPUR LN - FIRE MTR PP E/W	797761405428MR25	98.99
W1	02006225	04/04/2025	COACHELLA VALLEY WATER DIST.	2774373	4351000	PORTOLA AVE - FIRE MTR PP E/W	797755405410MR25	98.99
W1	02006225	04/04/2025	COACHELLA VALLEY WATER DIST.	2774373	4351000	SAN LUIS REY - FIRE MTR PP E/W	797759405418MR25	98.99
W1	02006226	04/04/2025	CSMFO	1104150	4363000	2025 CSMFO Arellano Membership	300017864	60.00
W1	02006227	04/04/2025	CSMFO	1104150	4363000	CSMFO Membership Miguel Z.	300017861	60.00
W1	02006228	04/04/2025	DE VERA, MARIE	1100000	1150100	CJPIA TRAINING PRDM 4/7-8 MDV	ADV PRDM 4/8/25	129.00
W1	02006228	04/04/2025	DE VERA, MARIE	1100000	1150100	CJPIA TRAINING MILE 4/7-8 MDV	ADV MILE 4/8/25	163.80
W1	02006229	04/04/2025	DEPENDABLE BREAK ROOM	1104330	4219000	KITCHEN/COFFEE SUPPLIES - CY	MI30906	382.90
W1	02006230	04/04/2025	DESERT AIR CONDITIONING INC.	5104195	4369500	R/M HVAC SRVS - SHERIFF CTR	258911	198.00
W1	02006231	04/04/2025	DESERT FIRE EXTINGUISHER	1104330	4331000	R/M FIRE SYSTEM - CORPYARD	12490810	665.89
W1	02006231	04/04/2025	DESERT FIRE EXTINGUISHER	1104340	4331000	R/M FIRE SYSTEM - CITY HALL	12490901	670.00
W1	02006232	04/04/2025	DESERT TREE SPRAYING	1104610	4332001	MR25 RODENT/GOPHER CTRL -CC PK	3996	310.00
W1	02006232	04/04/2025	DESERT TREE SPRAYING	1104610	4332001	FB25 RODENT/GOPHER CTRL -CC PK	3995	310.00

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W1	02006232	04/04/2025	DESERT TREE SPRAYING	1104611	4332001	MR25 GOPHER/RODENT CTRL -PARKS	3996	305.00
W1	02006232	04/04/2025	DESERT TREE SPRAYING	1104611	4332001	FB25 GOPHER/RODENT CTRL -PARKS	3995	305.00
W1	02006232	04/04/2025	DESERT TREE SPRAYING	1104611	4391000	MR25 RODENT/GOPHER CTRL -COMM	3996	90.00
W1	02006232	04/04/2025	DESERT TREE SPRAYING	1104611	4391000	FB25 RODENT/GOPHER CTRL -COMM	3995	90.00
W1	02006232	04/04/2025	DESERT TREE SPRAYING	1104614	4392101	MR25 RODENT/GOPHER CTRL-ENTRAD	3996	140.00
W1	02006232	04/04/2025	DESERT TREE SPRAYING	1104614	4392101	FB25 RODENT/GOPHER CTRL-ENTRAD	3995	140.00
W1	02006232	04/04/2025	DESERT TREE SPRAYING	2854374	4332100	MR25 RODENT/GOPHER CTRL -K/B	3996	90.00
W1	02006232	04/04/2025	DESERT TREE SPRAYING	2854374	4332100	FB25 RODENT/GOPHER CTRL -K/B	3995	90.00
W1	02006233	04/04/2025	ECONOLITE SYSTEMS INC	2130000	2060000	REL RET - MTS00003 TRAFFIC MOD	REL RET-MTS00003	10,574.38
W1	02006234	04/04/2025	FAIR HOUSING COUNCIL OF	2204800	4388000	CDBG 24-25 FEB25	24-25 INV #8	2,785.99
W1	02006235	04/04/2025	FIRESTATIONFURNITURE.COM	4004330	4400100	RECLINER CHAIRS CORP YARD	7856-1	10.00
W1	02006236	04/04/2025	FOSTER GARDNER INC.	1104610	4332001	FERTILIZER/PRE-EMERGENT - CC	286817	5,170.63
W1	02006236	04/04/2025	FOSTER GARDNER INC.	1104610	4332001	FERTILIZER/PRE-EMERGENT-CREDIT	286994	-139.50
W1	02006236	04/04/2025	FOSTER GARDNER INC.	1104611	4332001	FERTILIZER/PRE-EMERGENT - PARK	286817	10,000.00
W1	02006236	04/04/2025	FOSTER GARDNER INC.	1104611	4332001	FERTILIZER - FREEDOM PARK	287966	507.51
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	1104159	4365000	D/U CIRCUIT FRED WARING	7605686932-0325	76.63
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	1104211	4306001	PHONE SVC	7608629848-0325	194.11
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	1104250	4365000	TRAFFIC SIGNAL LINE SVC	7603459146-0325	76.63
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	1104344	4365000	PCC PHONE SRV	7605682560-0325	183.08
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	2294210	4391400	VALLEY CRIMESTOPPERS HOTLINE	7603417867-0325	200.11
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	2714491	4369500	EP PHONE SVC	7606749012-0325	141.64
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	5104195	4369601	PARKVIEW BLDG ALARM SRV	7603468393-0325	193.82
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	5104195	4369601	PARKVIEW BLDG PHONE SRV	7606741960-0325	125.61
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	5104195	4369601	PARKVIEW BLDG FIRE ALARM	7607791904-0325	116.13
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	5104195	4369601	PARKVIEW BLDG ALARM SRV	7608361142-0325	122.95
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	5104195	4369602	STATE BLDG INTERNET SRV	3101746165-0325	87.98
W1	02006237	04/04/2025	FRONTIER COMMUNICATIONS INC	5104195	4369800	HENDERSON BLDG PHONE SRV	7607766715-0325	311.81

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W1	02006238	04/04/2025	GANNETT CALIFORNIA LOCALIQ	1104111	4321000	FB25 LEGAL ADVERTISING DSRT S	0006992393	1,716.78
W1	02006239	04/04/2025	GARY IRELAND	1104230	4388400	ANIMAL VAX REIM-MINA	IRELAND 0225-1	25.00
W1	02006239	04/04/2025	GARY IRELAND	1104230	4388400	ANIMAL VAX REIM-MINOU	IRELAND 0225-2	25.00
W1	02006240	04/04/2025	GENERAL CODE LLC	1104111	4309000	MuniCode Ord Update Fee 24/25	GC00129658	100.00
W1	02006240	04/04/2025	GENERAL CODE LLC	1100000	1430100	eCode 360 Annual Maint 25/26	GC00129658	796.67
W1	02006240	04/04/2025	GENERAL CODE LLC	1100000	1430100	MuniCode Ord Update Fee 25/26	GC00129658	200.00
W1	02006240	04/04/2025	GENERAL CODE LLC	1104190	4362001	eCode 360 Annual Maint 24/25	GC00129658	398.33
W1	02006241	04/04/2025	GLS US	1104111	4366000	Alpha Holdngs Contract Postage	5468086	7.53
W1	02006242	04/04/2025	GOVERNMENT FINANCE	1104150	4363000	GFOA MEMBERSHIP DUES MIGUEL Z.	300272575	150.00
W1	02006243	04/04/2025	HF&H CONSULTANTS LLC	2364195	4309000	FB25 SOLID WASTE/RECYCLE	9721983	11,517.32
W1	02006244	04/04/2025	IMPERIAL IRRIGATION DISTRICT	2354270	4400200	Engineering Fee - UG FS#102	4038927	2,000.00
W1	02006245	04/04/2025	IMPERIAL SPRINKLER SUPPLY	1104614	4337001	R/M IRRIG SOLAR PANEL - MEDIAN	0019827195-001	38.47
W1	02006246	04/04/2025	JOE A. GONSALVES & SON	1104112	4309000	AP25 LEGAL RETAINER	162373	3,000.00
W1	02006247	04/04/2025	JOHN F. KENNEDY MEMORIAL	1104800	4388600	Ophelia Luncheon 3/18/25 KQ	85	125.00
W1	02006248	04/04/2025	KNORR SYSTEMS INC	2424549	4331101	MR25 PREV. MAINT/REPAIR - PDAC	264311	2,970.00
W1	02006249	04/04/2025	LIEBERT CASSIDY & WHITMORE	1104154	4312000	Reg-Labor Codes Webinar 6/9 AV	11286	100.00
W1	02006250	04/04/2025	LOCK SHOP INC.	5104195	4369602	R/M DOORS - STATE BLDG	A136705	150.00
W1	02006251	04/04/2025	LSL CPAs	1104151	4302000	2024 Single Audit (completion)	67692	663.00
W1	02006251	04/04/2025	LSL CPAs	1104151	4302000	2024 PDRFC (proj. completion)	67692	1,133.00
W1	02006252	04/04/2025	MAXWELL SECURITY SERVICES	1104340	4309000	MR25 AFTER-HOURS ALARM RESP	2503181	400.00
W1	02006253	04/04/2025	MISAC	1104190	4312000	2025 InnovaTech Conference-CVH	200007672	50.00
W1	02006254	04/04/2025	MMASC	1104430	4312500	MMASC - Meeting Let' Talk MV	12364	10.00
W1	02006255	04/04/2025	MOLLER'S GARDEN CENTER	1104614	4337001	TREE REPLACEMENT - EL PASEO	610735	279.45
W1	02006256	04/04/2025	MOWERS PLUS INC	1104331	4334000	FUEL CANS	308809	495.61
W1	02006256	04/04/2025	MOWERS PLUS INC	1104331	4334000	R/M CHAINSAW	309096	158.35
W1	02006256	04/04/2025	MOWERS PLUS INC	1104331	4334000	R/M CHAINSAW	309097	180.29
W1	02006257	04/04/2025	MUSCO SPORTS LIGHTING LLC	1104610	4337100	R/M LIGHTING - TRI-CITIES SPOR	431388	6,760.10

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W1	02006257	04/04/2025	MUSCO SPORTS LIGHTING LLC	1104610	4337100	CREDIT MEMO TRI-CITIES SPOR	431375	-6,943.28
W1	02006257	04/04/2025	MUSCO SPORTS LIGHTING LLC	1104610	4337100	R/M LIGHTING - TRI-CITIES SPOR	431387	183.18
W1	02006257	04/04/2025	MUSCO SPORTS LIGHTING LLC	1104610	4337100	R/M LIGHTING - TRI CITY SPORT	431387	183.18
W1	02006258	04/04/2025	PALM DESERT ACE HARDWARE	1104610	4219000	SMALL TOOLS - CC PARK	249368	73.87
W1	02006258	04/04/2025	PALM DESERT ACE HARDWARE	1104611	4219000	PARK SUPPLIES - FREEDOM PARK	249889	32.29
W1	02006259	04/04/2025	PALMER ELECTRIC	1104611	4332501	R/M ELECT - FREEDOM PARK	6304	1,598.28
W1	02006259	04/04/2025	PALMER ELECTRIC	1104614	4392101	R/M ELECT - ENTRADA DEL PASEO	6238	7,753.07
W1	02006259	04/04/2025	PALMER ELECTRIC	1104614	4392101	R/M ELECT - ENTRADA DEL PASEO	6267	1,781.45
W1	02006260	04/04/2025	PATTON DOOR & GATE	2304220	4331000	R/M OVERHEAD DOORS - FS#71	99009	457.75
W1	02006261	04/04/2025	PROJECT MANAGEMENT INSTITUTE INC	1104134	4312000	PMI PMP Exam Course #6303220LL	30007674440	699.00
W1	02006261	04/04/2025	PROJECT MANAGEMENT INSTITUTE INC	1104134	4363000	PMI Mbr Fee - L Leyva #6303220	30007674440	164.00
W1	02006261	04/04/2025	PROJECT MANAGEMENT INSTITUTE INC	1104134	4363000	CAIE Chapter Dues #6303220LL	30007674440	30.00
W1	02006262	04/04/2025	PROPER SOLUTIONS INC.	1104111	4300300	TEMP EMP J BELTRAN 3/21/25	16995	1,446.80
W1	02006262	04/04/2025	PROPER SOLUTIONS INC.	1104111	4300300	TEMP EMP J BELTRAN 3/14/25	16971	1,157.44
W1	02006263	04/04/2025	RAMSAY GROUP	2204800	4309000	MR25 CDBG ADMIN	9	3,800.00
W1	02006263	04/04/2025	RAMSAY GROUP	2204800	4309000	FB25 CDBG ADMIN	8	3,800.00
W1	02006264	04/04/2025	REGENTS OF THE UNIVERSITY OF	4364650	4309200	Auditorium Rntl-ArtEssayCn 3/5	1524217	1,206.00
W1	02006265	04/04/2025	SO CAL GAS	1104344	4351200	45480 PORTOLA AVENUE	16752512422-MR25	55.94
W1	02006265	04/04/2025	SO CAL GAS	2304220	4351200	44400 TOWN CTR WY - FS#33	06242756002-MR25	316.32
W1	02006265	04/04/2025	SO CAL GAS	2304220	4351200	73995 COUNTRY CLUB DR - FS#71	13562662000-MR25	118.45
W1	02006265	04/04/2025	SO CAL GAS	2304220	4351200	73200 MESA VIEW DR. - FS#67	05412483009-MR25	91.16
W1	02006265	04/04/2025	SO CAL GAS	5104195	4369800	72559 HWY 111-HENDERSON	08946430827-MR25	29.33
W1	02006266	04/04/2025	SOUTHERN CALIFORNIA EDISON	2304220	4351400	FIRESTATION 33, 67, 71	700028290904MR25	4,302.01
W1	02006266	04/04/2025	SOUTHERN CALIFORNIA EDISON	4254430	4351400	72880 HIGHWAY 111 SEARS BLDG	700780412029MR25	2,199.63
W1	02006267	04/04/2025	SOUTHWEST AQUATICS	1104610	4332001	MR25 PM SRV LAGOON - CC PARK	03-23003	4,114.00
W1	02006267	04/04/2025	SOUTHWEST AQUATICS	1104614	4392101	MR25 PM WTR FEATURE ENTRADA	03-23003	1,030.00
W1	02006268	04/04/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	NV24 R/M TRAFFIC-DS/TONI	200168100	18,585.00

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02006268	04/04/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	FB25 R/M TRAFFIC SIGNAL	200168109	2,325.00
W1	02006268	04/04/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	FB25 R/M TRAFFIC SIGNAL VARIOU	200168110	1,663.44
W1	02006268	04/04/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	FB25 R/M TRAFFIC SIG COOK/SINA	200168111	4,399.61
W1	02006269	04/04/2025	STERLING ADMINISTRATION	1104154	4309000	Feb25 Admin Fees DCA & FSA	846093	192.00
W1	02006270	04/04/2025	SUNLINE TRANSIT AGENCY	1104310	4332000	FB25 BUS SHELTER MAINTENANCE	INV08634	7,853.40
W1	02006271	04/04/2025	SUPERCO SPECIALTY PRODUCTS	1104340	4219000	JANITORIAL SUPPLIES -CITY HALL	PSI582122	279.51
W1	02006272	04/04/2025	T-MOBILE USA INC	1104134	4365000	MIFI - CIP	4423902613-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104134	4365000	MIFI - CIP	4423902622-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104150	4365000	MIFI - FINANCE	4423902272-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	4423902461-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	4423902599-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	4423902607-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	4423902619-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	4423902752-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423901300-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423902244-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423902271-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423902477-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423902601-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423902629-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104422	4365000	MIFI- CODE	4423901260-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	4423902104-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	4423902351-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	4423902617-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	4423902634-MAR25	31.15
W1	02006272	04/04/2025	T-MOBILE USA INC	1104614	4365000	MIFI - LANDSCAPING	4423902983-MAR25	31.15
W1	02006273	04/04/2025	TERRA NOVA PLANNING	4204370	5000454	NOD-FILE FEES HAYSTACK STRMWTR	TN032501	3,018.75

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02006274	04/04/2025	THE BIG EASY SANDWICH	1104154	4309501	Employee Appreciation Luncheon	C131943	3,393.20
W1	02006275	04/04/2025	TPX COMMUNICATIONS	1104190	4365000	INTERNET/PHONE SVC 3/23-4/22	184836075-0	9,328.52
W1	02006276	04/04/2025	UNIFIRST CORPORATION	1104310	4214000	INDUSTRIAL UNIFORM RENTAL	2200240605	175.44
W1	02006277	04/04/2025	UNITED STORM WATER INC.	2114311	4332000	CATCH BASIN/DRAIN CLEANING	SW42226	109,960.00
W1	02006277	04/04/2025	UNITED STORM WATER INC.	4204314	4332000	CATCH BASIN/DRAIN CLEANING	SW42226	36,808.00
W1	02006278	04/04/2025	VASQUEZ, AILEEN	1104154	4219000	Employee Event Supplies 3/17	AVASQUEZ 3.26.25	211.54
W1	02006278	04/04/2025	VASQUEZ, AILEEN	1104154	4309501	F&B Coffee Chat 3/27/25	AVASQUEZ3.27.25	108.27
W1	02006279	04/04/2025	XPRESS GRAPHICS	1104417	4361000	City Branded Tablecloths	25-69338	545.68
W1	02006279	04/04/2025	XPRESS GRAPHICS	1104159	4309300	Measure G Outreach flyers	25-69066	5,335.30
W1	02006279	04/04/2025	XPRESS GRAPHICS	2524662	4361000	BOOKMARKS-LIBBY LIBRARIES 3/19	25-69537	154.29
W1	02006279	04/04/2025	XPRESS GRAPHICS	2134311	4332000	Mailers-ElDorado St Rehab Prj	25-69108	2,019.30
W1	02006280	04/04/2025	ZUMAR INDUSTRIES INC.	1104154	4309501	Employee Service Year Signs	9981	1,422.98

Audited and Found Correct

Signed by:
Veronica Chavez
BE46F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:
Jan Chavira
DC37D0D20CC4D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:
Chris Escobedo
437BBF489E4E43B...

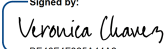
City Manager

Total For Bank ID - W1

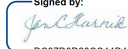
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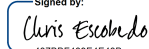
Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W3	00002555	04/04/2025	WILLDAN FINANCIAL SERVICES	7034195	4309000	FY23/24 CONT DISCLOSURE SVCS	010-61386	1,980.00

Audited and Found Correct
Signed by:

BE46F4F325A44A2...

Director of Finance

Examined and Approved
Signed by:

DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved
Signed by:

437BBF489E4E43B...

City Manager

Total For Bank ID - W3

1,980.00

City of Palm Desert

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004067	04/10/2025	AMAZON CAPITAL SERVICES INC.	1104111	4211000	Labels Alphabet Letter	1CQ1-44QN-M3XV	52.65
W1	00004067	04/10/2025	AMAZON CAPITAL SERVICES INC.	1104300	4211000	ERGO MAT / BATTERIES RESTOCK	1LHL-9GR4-7HW6	60.58
W1	00004067	04/10/2025	AMAZON CAPITAL SERVICES INC.	4414195	4332000	DW WIND FENCE	1DMC-FQQX-LWKJ	807.75
W1	00004067	04/10/2025	AMAZON CAPITAL SERVICES INC.	1104211	4306001	FY2425 COPS Giveaway Bags	14WK-CW4N-HN7P	10.75
W1	00004067	04/10/2025	AMAZON CAPITAL SERVICES INC.	1104340	4219000	KITCHEN SUPPLIES - CITY HALL	1VDK-CXXQ-FHY3	349.17
W1	00004067	04/10/2025	AMAZON CAPITAL SERVICES INC.	1104130	4211000	Desk Chair A.Hodges	19C4-T4T7-JML4	101.29
W1	00004068	04/10/2025	BEST BEST & KRIEGER LLP	1104120	4301500	FEB25 MONTHLY FEE RETAINER	1021857	26,743.00
W1	00004068	04/10/2025	BEST BEST & KRIEGER LLP	1104121	4301500	FEB25 LGL REIMB	1021857	2.55
W1	00004069	04/10/2025	BMW MOTORCYCLE OF RIVERSIDE	1104210	4334000	24/25 POLICE MTRCYCLE REP/MAIN	6038164	970.38
W1	00004070	04/10/2025	C V A G	6100000	2282500	MAR25 TUMF	PDTUMF030525	16,271.99
W1	00004071	04/10/2025	CDW LLC	1104190	4212000	Supplies-Startech displayports	AD4PW4K	121.30
W1	00004071	04/10/2025	CDW LLC	1104190	4212000	LogiTech Mouse, Webcam,Speaker	AD4L32R	237.69
W1	00004071	04/10/2025	CDW LLC	1104190	4212000	Supplies Startech Adapter	AD3FG7Z	71.93
W1	00004071	04/10/2025	CDW LLC	5304190	4404000	R-Lenovo Thinkstation PC	AD4L32R	7,851.23
W1	00004072	04/10/2025	CHARGEPOINT INC	1100000	1430100	CHARGING STN ICLOUD 7/1-9/11	IN324588	986.67
W1	00004072	04/10/2025	CHARGEPOINT INC	1104300	4362000	CHARGING STN ICLOUD 9/11-6/30	IN324588	4,933.33
W1	00004073	04/10/2025	CITY EMPLOYEES ASSOCIATES LLC	1100000	2161300	PDEO DUES through 03/2025	PDEO MARCH 25	1,560.00
W1	00004074	04/10/2025	COACHELLA VALLEY CONSERVATION	1100000	3411100	LESS1% ADMIN FEE	PDMSHCP030525	-84.25
W1	00004074	04/10/2025	COACHELLA VALLEY CONSERVATION	6100000	2280800	MAR25 MSHCP	PDMSHCP030525	8,425.00
W1	00004075	04/10/2025	DELTA DENTAL OF CALIFORNIA	1100000	1150300	Dental 1195	BE006467536	43.47
W1	00004075	04/10/2025	DELTA DENTAL OF CALIFORNIA	1100000	1150300	Dental 9013	BE006467536	-276.78
W1	00004075	04/10/2025	DELTA DENTAL OF CALIFORNIA	1100000	2160900	Delta Dental Premium 03/2025	BE006467536	15,374.70
W1	00004075	04/10/2025	DELTA DENTAL OF CALIFORNIA	1104154	4112200	Dental 1240	BE006467536	112.86
W1	00004075	04/10/2025	DELTA DENTAL OF CALIFORNIA	1104614	4112200	Dental 1358	BE006467536	-81.96
W1	00004076	04/10/2025	DEPARTMENT OF HEALTH CARE SVS	2304220	4304500	APR25 PPGEMT Prg NPI1083117741	2025-2	85,001.22
W1	00004077	04/10/2025	DESERT X	4364650	4309200	Desert X Sponsorship	2025 04 02 001	17,500.00
W1	00004078	04/10/2025	FG CREATIVE INC	2714491	4321500	Agency Fee: FB25	10323	3,350.00

Report Date 04/10/2025

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004078	04/10/2025	FG CREATIVE INC	2714491	4321500	Print Ads/Graphic Design	10323	1,100.00
W1	00004078	04/10/2025	FG CREATIVE INC	2714491	4321500	Social Media - FB25	10323	3,200.00
W1	00004078	04/10/2025	FG CREATIVE INC	2714491	4321500	Content Capture Merchant: FB25	10323	1,500.00
W1	00004078	04/10/2025	FG CREATIVE INC	2714491	4321500	Public Relations FB25	10323	500.00
W1	00004078	04/10/2025	FG CREATIVE INC	2714491	4321500	Merchant Relations - FB25	10323	2,000.00
W1	00004078	04/10/2025	FG CREATIVE INC	2714491	4321500	Street Activations - Artwalk	10323	1,200.00
W1	00004078	04/10/2025	FG CREATIVE INC	2714491	4321500	Facebook Campaigns - FB25	10323	500.00
W1	00004078	04/10/2025	FG CREATIVE INC	2714491	4321500	Content Capture Brand: FB25	10323	1,500.00
W1	00004078	04/10/2025	FG CREATIVE INC	2424549	4309000	Facebook Campaigns: Feb25	10319	73.83
W1	00004078	04/10/2025	FG CREATIVE INC	2424549	4309000	Facebook Campaigns: Feb25	10319	26.10
W1	00004078	04/10/2025	FG CREATIVE INC	2424549	4309000	Account Retainer - MR25	10319	1,800.00
W1	00004078	04/10/2025	FG CREATIVE INC	2424549	4309000	PR Retainer - MR25	10319	300.00
W1	00004078	04/10/2025	FG CREATIVE INC	2424549	4309000	Newsletter - MR25	10319	250.00
W1	00004078	04/10/2025	FG CREATIVE INC	2424549	4309000	Social Media Retainer - MR25	10319	1,000.00
W1	00004078	04/10/2025	FG CREATIVE INC	2424549	4309000	Outdoor Billboard - 116838423	10319	2,000.00
W1	00004079	04/10/2025	FULL CIRCLE GROUP LLC	1104159	4309000	EXECUTIVE COACHING SESSNS NM	INVFCGNA-14708	2,000.00
W1	00004080	04/10/2025	HARTFORD LIFE AND ACCIDENT	1100000	2160700	LTD Premium 03/2025	242215290029	4,750.80
W1	00004080	04/10/2025	HARTFORD LIFE AND ACCIDENT	1100000	2160700	LTD Difference 03/2025	242215290029	463.68
W1	00004080	04/10/2025	HARTFORD LIFE AND ACCIDENT	1100000	2161000	Life and AD&D Premium 03/2025	242215290029	2,592.07
W1	00004080	04/10/2025	HARTFORD LIFE AND ACCIDENT	1100000	2161000	Life and AD&D Difference3/2025	242215290029	-43.12
W1	00004080	04/10/2025	HARTFORD LIFE AND ACCIDENT	1100000	2161600	Vol Life and AD&D Prem 03/2025	242215290029	1,103.48
W1	00004080	04/10/2025	HARTFORD LIFE AND ACCIDENT	1100000	2161600	Vol Life and AD&D Diff 03/2025	242215290029	-4.43
W1	00004080	04/10/2025	HARTFORD LIFE AND ACCIDENT	1100000	2161800	STD Premium 03/2025	242215290029	2,526.65
W1	00004080	04/10/2025	HARTFORD LIFE AND ACCIDENT	1100000	2161800	STD Difference 03/2025	242215290029	-68.10
W1	00004081	04/10/2025	HORIZON PROFESSIONAL LANDSCAPE	1104611	4332001	TREE INFILL - HOVLEY SOCCER PK	6802	10,800.00
W1	00004082	04/10/2025	IDEA PEDDLER LLC	1104417	4309000	FY25 Ad Campaign Storyboard	2813	25,000.00
W1	00004082	04/10/2025	IDEA PEDDLER LLC	1104417	4309000	Ad Mech - Non-video Paid Media	2812	5,000.00

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004082	04/10/2025	IDEA PEDDLER LLC	1104417	4309000	Pocket Guide Batch 2	2811	3,000.00
W1	00004083	04/10/2025	JOSLYN CENTER	1104800	4389300	FY24/25 JOSLYN CENTER 4TH QTR	13656	61,510.23
W1	00004083	04/10/2025	JOSLYN CENTER	1104800	4306201	Joslyn Bloom Sponsrshp 4/11/25	040225PD	1,500.00
W1	00004084	04/10/2025	KIMLEY-HORN AND ASSOCIATES INC.	1104250	4309000	TRAFFIC STUDY - LIVING DESERT	31061460	4,400.00
W1	00004084	04/10/2025	KIMLEY-HORN AND ASSOCIATES INC.	2134250	5000907	TRAFFIC OPS + CAPACITY IMPRVMT	31214196	24,770.00
W1	00004085	04/10/2025	MOCTEZUMA, LUIS	2360000	1150100	SWANA LDG 4/6-4/10 LM	SWANA LDG 4.06	858.39
W1	00004085	04/10/2025	MOCTEZUMA, LUIS	2360000	1150100	SWANA PRDM 4/6-4/10 LM	SWANA PRDM 4.06	387.00
W1	00004086	04/10/2025	NOSSAMAN LLP	8730000	2399100	FEB25 ARC VILLAGE BOND ADVICE	575165	476.00
W1	00004087	04/10/2025	OPENGOV INC	1104150	4312000	OPENGOV ADMIN CERT 5/6-8 CO	INV18713	999.00
W1	00004087	04/10/2025	OPENGOV INC	1104300	4312000	OPENGOV CONF REGISTRATN 5/7 MS	OGRCMW0320252868	999.00
W1	00004088	04/10/2025	OTIS ELEVATOR CO	5104195	4369500	AP25 ELEVATOR SVC -SHERIFF CTR	100401879598	215.99
W1	00004089	04/10/2025	PAINTERS WAREHOUSE OF	1104310	4391502	GRAFFITI REMOVAL SUPPLIES	TSTL5	47.84
W1	00004090	04/10/2025	PALM DESERT PACIFIC OWNER LLC	4254430	4331000	AP25 MALL COMMON AREA MAINT SV	CAM042025	7,230.18
W1	00004091	04/10/2025	PRO-CRAFT CONSTRUCTION INC	5104195	4369500	R/M PLUMBING - SHERIFF CTR	24124-14	560.47
W1	00004092	04/10/2025	PUB Construction Inc	4004618	4400100	Palma Villge Concrete Replemnt	305561	60,000.00
W1	00004093	04/10/2025	PYE BAKER	4004330	4400100	FIRE ALARM PANEL UPGRADES - CY	6069538	7,168.15
W1	00004094	04/10/2025	RICHARDS WATSON & GERSHON INC	1104121	4301500	JA25 MobileHome Park Lgl	251998	614.18
W1	00004094	04/10/2025	RICHARDS WATSON & GERSHON INC	8714195	4301500	FB25 HA LGL SVC	252338	2,375.82
W1	00004094	04/10/2025	RICHARDS WATSON & GERSHON INC	8730000	2399100	JA25 Palm Comm Lgl	251998	106.82
W1	00004094	04/10/2025	RICHARDS WATSON & GERSHON INC	8730000	2399100	FB25 Arc Village LGL SVC	252338	3,827.70
W1	00004094	04/10/2025	RICHARDS WATSON & GERSHON INC	8730000	2399100	FB25 Palm Comm Lgl	252339	623.31
W1	00004094	04/10/2025	RICHARDS WATSON & GERSHON INC	8734195	4301500	FB25 HAF LGL SVC	252338	1,011.92
W1	00004095	04/10/2025	RIVERSIDE COUNTY FIRE DEPT.	2300000	3122100	FIRE TAX CREDIT Q2	FPARC-PD 235579	-3,261,414.25
W1	00004095	04/10/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FIRE SUPPORT Q2	FPARC-PD 235579	910,313.25
W1	00004095	04/10/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FIRE ENG USE AGREE Q2	FPARC-PD 235579	27,187.50
W1	00004095	04/10/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FIRE MISC COST Q2	FPARC-PD 235579	123,066.21
W1	00004095	04/10/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FIRE SAFETY STAFF COST Q2	FPARC-PD 235579	2,397,702.23

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W1	00004095	04/10/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FS#33 FIRE SAFETY STAFF COSTQ2	FPARC-PD 235580	649,055.81
W1	00004095	04/10/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FS#33 FIRE SUPPORT SVS Q2	FPARC-PD 235580	120,527.00
W1	00004095	04/10/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FS#33 MISC COST Q2	FPARC-PD 235580	-143.85
W1	00004096	04/10/2025	SANT MADE	1104190	4362001	Discover PD Website AP25	3163	700.00
W1	00004096	04/10/2025	SANT MADE	1104417	4302600	BRIGHTSIDE DESIGN MY25/JN25	3178	2,000.00
W1	00004097	04/10/2025	SIGNARAMA	1104310	4219000	SIGNAGE - TEMP PARKING	INV-128021	623.87
W1	00004097	04/10/2025	SIGNARAMA	1104211	4306001	FY24/25 COPS Foam board logo	INV-128128	414.84
W1	00004098	04/10/2025	STAPLES BUSINESS ADVANTAGE	1104134	4211000	OFFICE SUPPLIES - CIP	6027346778	59.66
W1	00004098	04/10/2025	STAPLES BUSINESS ADVANTAGE	1104430	4211000	MR'25 Office Supplies MS	6026908092	93.54
W1	00004098	04/10/2025	STAPLES BUSINESS ADVANTAGE	1104417	4312500	MR25 Community Events Supplies	6027337029	16.46
W1	00004098	04/10/2025	STAPLES BUSINESS ADVANTAGE	1104430	4211000	MR25 Office Supplies	6027337029	113.50
W1	00004098	04/10/2025	STAPLES BUSINESS ADVANTAGE	1104430	4211000	MR25 Office Supplies	6027337028	5.86
W1	00004099	04/10/2025	URBAN ACCOUNTING & CONSULTING	1104150	4309000	PDAC Forecasting March 2025	INV-0004	625.50
W1	00004099	04/10/2025	URBAN ACCOUNTING & CONSULTING	1104150	4309000	Staff Development March 2025	INV-0004	200.00
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104110	4365000	City Council Cells/ IPADS	6109253432	166.28
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104111	4365000	City Council Mifi	6109651245	38.01
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104111	4365000	City Clerk Cells/IPADS	6109253432	41.57
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104130	4365000	City Manager Cells/ IPADS	6109253432	159.10
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104134	4365000	CIP Cells/IPADS	6109253432	319.44
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104150	4365000	Finance Cells/ IPADS	6109253432	83.14
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104154	4365000	Human Resources Cells/ IPADS	6109253432	124.71
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104190	4365000	IT Mifi	6109651245	190.04
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104190	4365000	IT Phones	6109253432	83.14
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104211	4306001	COPS Cells/ IPADS	6109253432	290.99
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104250	4365000	Traffic Cells/ IPADS	6109253432	385.12
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104300	4365000	Public Works Mifi	6109651245	36.01
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104300	4365000	Public Works Cells/ IPADS	6109253432	701.09

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W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104310	4365000	CorpYard Mifi	6109651245	36.01
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104310	4365000	CorpYard/Streets Cells/ IPADS	6109253432	1,021.78
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104340	4365000	Facilities Cells/ IPADS	6109253432	124.71
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104420	4365000	Building and Safety Mifi	6109651245	41.01
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104420	4365000	Building and Safety Cells/ IPA	6109253432	249.42
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104421	4365000	Permit Center Cells/ IPADS	6109253432	41.57
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104422	4365000	Code Cells/ IPADS	6109253432	290.99
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104423	4365000	Engineering Cells	6109253432	83.14
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104430	4365000	Economic Dev Cells/ IPADS	6109253432	207.85
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104470	4365000	Planning Cells/IPADS	6109253432	124.71
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104614	4365000	Landscaping services Mifi	6109651245	74.02
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	1104614	4365000	Landscaping Services Cells/ IP	6109253432	431.03
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	2524662	4365000	Library	6109651245	35.01
W1	00004100	04/10/2025	VERIZON WIRELESS SERVICES LLC	2524662	4365000	Library	6109253432	227.85
W1	00004101	04/10/2025	VINTAGE ASSOCIATES	1104610	4332001	MR25 LMA 17 - CC PARK	236133	16,200.00
W1	00004101	04/10/2025	VINTAGE ASSOCIATES	1104610	4337100	MR25 LMA 17 - SPORTS FIELDS	236133	4,500.00
W1	00004101	04/10/2025	VINTAGE ASSOCIATES	1104611	4332001	MR25 LMA 16 LANDS MAINT -PARKS	236132	29,118.00
W1	00004101	04/10/2025	VINTAGE ASSOCIATES	1104611	4332001	MR25 LMA 17 - MAGNESIA FALLS	236133	4,000.00
W1	00004101	04/10/2025	VINTAGE ASSOCIATES	1104611	4332501	MR25 LMA 16 COURT MAINT -PARKS	236132	1,167.00
W1	00004101	04/10/2025	VINTAGE ASSOCIATES	1104611	4391000	MR25 LMA 16 LANDS MAINT - COMM	236132	860.00
W1	00004101	04/10/2025	VINTAGE ASSOCIATES	2424549	4331101	MR25 LMA 17 - AQUATIC CENTER	236133	1,400.00
W1	00004101	04/10/2025	VINTAGE ASSOCIATES	2764374	4332000	MR25 LMA 16 LANDS MAINT -HAYST	236132	3,755.00
W1	00004101	04/10/2025	VINTAGE ASSOCIATES	5104195	4369601	MR25 LMA 17 - PARKVIEW OFFICE	236133	2,000.00
W1	00004101	04/10/2025	VINTAGE ASSOCIATES	5104195	4369602	MR25 LMA 17 - STATE BLDG	236133	300.00
W1	00004102	04/10/2025	VISION SERVICE PLAN INC.	1100000	1150300	VSP 1195	822316174	31.81
W1	00004102	04/10/2025	VISION SERVICE PLAN INC.	1100000	2161400	VSP Premium 03/2025	822316174	4,564.75
W1	00004102	04/10/2025	VISION SERVICE PLAN INC.	1104150	4112200	VSP 1255	822316174	-47.72

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W1	00004102	04/10/2025	VISION SERVICE PLAN INC.	1104310	4112200	VSP 1355	822316174	-15.91
W1	00004102	04/10/2025	VISION SERVICE PLAN INC.	1104310	4112200	VSP 1353	822316174	-15.91
W1	00004102	04/10/2025	VISION SERVICE PLAN INC.	1104614	4112200	VSP 1358	822316174	-31.81
W1	02006283	04/10/2025	ALLEY, JEFFREY LYNN	1104211	4306001	COPS F&B Reimbursement 3.11.25	ALLEY REIMB3.11	50.71
W1	02006284	04/10/2025	AMERICAN FORENSIC NURSES	1104210	4390400	24/25 BLOOD DRAW/DUI CASES RSO	79418	288.00
W1	02006284	04/10/2025	AMERICAN FORENSIC NURSES	1104210	4390400	24/25 BLOOD DRAW/DUI CASES RSO	79385	1,336.00
W1	02006285	04/10/2025	ANSER ADVISORY MANAGEMENT LLC	5304310	4404500	FB25 CHRNGNG STATION-CY/SHERIFF	31035	790.00
W1	02006285	04/10/2025	ANSER ADVISORY MANAGEMENT LLC	4524136	4400100	Jan-Feb25 Prof Svcs NewLibrary	31037	3,030.00
W1	02006286	04/10/2025	B-OK LOCKSMITH	1104331	4334000	R/M KEYS #002 CITY OWNED	50	350.00
W1	02006287	04/10/2025	BECK OIL INC	1104331	4217000	GAS AND DIESEL FUEL	159247	5,073.93
W1	02006288	04/10/2025	BELFOR PROPERTY RESTORATION	4504161	4400100	CITY HALL EMPL LOUNGE RENOVATN	2130558	139,686.22
W1	02006289	04/10/2025	BOOT BARN HOLDINGS	1104300	4391500	SAFETY FOOTWEAR 2/11 NG	INV00464276	226.26
W1	02006289	04/10/2025	BOOT BARN HOLDINGS	1104300	4391500	SAFETY FOOTWEAR 2/13 JR	INV00464281	250.00
W1	02006289	04/10/2025	BOOT BARN HOLDINGS	1104430	4391500	SAFETY FOOTWEAR 2/21 MALVAREZ	INV00464287	189.09
W1	02006289	04/10/2025	BOOT BARN HOLDINGS	1104430	4391500	SAFETY FOOTWEAR 2/28 EPOWELL	INV00464291	164.80
W1	02006290	04/10/2025	BURKE WILLIAMS & SORENSEN LLP	1104121	4301500	FEB25 ALLESANDRO LGL	338797	4,746.50
W1	02006290	04/10/2025	BURKE WILLIAMS & SORENSEN LLP	1104121	4301500	FEB25 OCOTILLO LGL	338797	1,848.00
W1	02006290	04/10/2025	BURKE WILLIAMS & SORENSEN LLP	1104121	4301500	FEB25 ECON DEV LGL	338797	321.00
W1	02006290	04/10/2025	BURKE WILLIAMS & SORENSEN LLP	1104159	4309300	FEB25 WESTFIELD LGL	338797	3,386.50
W1	02006291	04/10/2025	BURRTEC	2364195	4309000	FB25 Waste Collection HHW	22825	15,665.03
W1	02006292	04/10/2025	BURRTEC	2774373	4351800	TRASH PICKUP SRV PP East	433101-04/25	8,989.36
W1	02006292	04/10/2025	BURRTEC	2774373	4351800	TRASH PICKUP SRV PP West	433104-04/25	7,392.99
W1	02006292	04/10/2025	BURRTEC	5104195	4369601	73710 FW TRASH PICKUP SRV	208162-04/25	519.27
W1	02006292	04/10/2025	BURRTEC	5104195	4369602	73720 FW TRASH PICKUP SRV	208189-04/25	372.91
W1	02006293	04/10/2025	CALIFORNIA BUILDING	1104420	4312000	CALBO WEBINAR J. FINLEY (3)	18557	255.00
W1	02006293	04/10/2025	CALIFORNIA BUILDING	1104420	4312000	CALBO WEBINAR D. OLSON (3)	18557	255.00
W1	02006294	04/10/2025	CELAYA , HORACIO	1104150	4311500	CMRTA DIV IV H.CELAYA 3.27.25	MILEAGE 3.27.25	96.04

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W1	02006294	04/10/2025	CELAYA , HORACIO	1104150	4312000	CMRTA DIV IV H.CELAYA 3.27.25	REG3.27.2 100062	40.00
W1	02006295	04/10/2025	CITY OF INDIAN WELLS	2304220	4304201	FS55 COVE COMM SHARED MAINT	20-22	4,793.22
W1	02006295	04/10/2025	CITY OF INDIAN WELLS	2304220	4304201	FS55 COVE COMM SHARED MAINT	20-25	10,067.12
W1	02006295	04/10/2025	CITY OF INDIAN WELLS	2304220	4304201	FS55 COVE COMM SHARED MAINT	20-26	330.12
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	1104310	4351000	TOWN CENTER WAY	307113813150MR25	26.08
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	1104330	4351000	1052 CORPORATION YARD	315177847704MR25	606.14
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	1104340	4351000	44911 CABRILLO AVENUE	712257390932MR25	63.42
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	1131 HOVLEY SOCCER PARK	315303847830MR25	1,101.46
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	10049 FREEDOM PARK	315491848018MR25	2,553.29
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	10364 HOVLEY SOCCER PARK	316695849222MR25	1,534.10
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	1104614	4351000	1051 ST MEDIANS "4"	315175847702MR25	2,335.84
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	1104614	4351000	1089 MEDIANS	315239847766MR25	1,835.62
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2304220	4351000	44400 TOWN CTR FS33	163253444356MR25	99.71
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2734680	4351000	D. 1088 DESERT MIRAGE (COOK)	315237847764MR25	67.59
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2734682	4351000	13 1050 PRIMROSE II	315173847700MR25	44.19
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754643	4351000	1 1050 DIAMONDBACK	315173847700MR25	33.79
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754680	4351000	18 1050 MONTEREY MEADOWS	315173847700MR25	183.37
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754681	4351000	17 1050 THE GLEN	315173847700MR25	40.29
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754682	4351000	2 1050 HOVLEY ESTATES	315173847700MR25	29.89
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754682	4351000	15 1050 HOVLEY ESTATES	315173847700MR25	32.49
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754683	4351000	22 1050 SONATA I	315173847700MR25	33.79
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754684	4351000	20 1050 SONATA II	315173847700MR25	82.43
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754685	4351000	16 1050 HOVLEY COLLECTION	315173847700MR25	32.49
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754685	4351000	21 1050 HOVLEY COLLECTION	315173847700MR25	29.89
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754686	4351000	5 1050 LA PALOMA I	315173847700MR25	31.19
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754686	4351000	19 1050 LA PALOMA I	315173847700MR25	33.79
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754687	4351000	6 1050 LA PALOMA II	315173847700MR25	70.18

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W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754693	4351000	3 1050 LA PALOMA III	315173847700MR25	29.89
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754694	4351000	7 1050 SANDPIPER	315173847700MR25	79.28
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754695	4351000	8 1050 SANDPIPER	315173847700MR25	67.58
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754696	4351000	4 1050 HOVLEY COURT WEST	315173847700MR25	31.19
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2754697	4351000	14 1050 PALM COURT	315173847700MR25	99.95
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2774373	4351000	SAN LUIS REY - FIRE MTR PP E/W	797757405414MR25	100.47
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2794374	4351000	12 1050 WARING COURT	315173847700MR25	40.29
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2804374	4351000	11 1050 PALM GATE	315173847700MR25	33.79
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2854374	4351000	C. 1088 K/B (HEATHERWOOD)	315237847764MR25	51.99
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2864374	4351000	10 1050 CANYON CREST	315173847700MR25	38.99
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2874374	4351000	H. 1088 COLLEGE VIEW ESTATES I	315237847764MR25	107.87
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2874680	4351000	F. 1088 THE BOULDERS (SHEPHERD	315237847764MR25	48.09
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2874681	4351000	B. 1088 SUNDANCE W (KOKOPELLI)	315237847764MR25	58.49
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2874682	4351000	E. 1088 PETUNIA PLACE 1 (PETUN	315237847764MR25	68.88
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2874683	4351000	A. 1088 SUNDANCE E. (SHEPHERD	315237847764MR25	127.70
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2874684	4351000	G. 1088 COLLEGE VIEW ESTATES I	315237847764MR25	168.23
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	2994374	4351000	9 1050 PDCC	315173847700MR25	183.95
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	4254430	4351000	72780 HWY 111 (SEARS)	815043444678MR25	135.73
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	4254430	4351000	72880 HWY 111 - FIRE MTR SEARS	800643444692MR25	119.20
W1	02006296	04/10/2025	COACHELLA VALLEY WATER DIST.	1104610	4351000	248 RAC WELL RMT BY LAKE	332429853174MR25	3,108.96
W1	02006297	04/10/2025	CONSOLIDATED ELECTRICAL	1104610	4332100	R/M ELECT SUPPLIES - CC PARK	5725-1147244	4,557.10
W1	02006297	04/10/2025	CONSOLIDATED ELECTRICAL	1104614	4332501	R/M ELECT SUPPLIES - LMA 9 SP	5725-1146639	5,793.14
W1	02006298	04/10/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4217000	MOTOR FUEL RSO 12/25-1/24/25	SH0000047768	1,177.81
W1	02006298	04/10/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4217000	RSO MTR FUEL 1/25-2/24/25	SH0000047772	1,274.10
W1	02006299	04/10/2025	D & B VISIONS	2364195	4309000	MR25 RECYCLE & ORGANICS SVS	25-03	3,600.00
W1	02006300	04/10/2025	DAVID REYES JR.	1104300	4391500	REIM SAFETY FOOTWEAR 2/21 DR	BOOTREIMB-DR0225	250.00
W1	02006301	04/10/2025	DEPENDABLE BREAK ROOM	2524662	4219000	KITCHEN/COFFEE SUPPLIES - LIBR	MI31190	272.59

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W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104330	4331000	R/M HVRC SRVS - CORPYARD	259117	185.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104340	4331000	R/M HVAC SRVS - CITY HALL	258123	541.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	5104195	4369500	R/M HVAC SRVS - SHERIFF CTR	259131	656.10
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	5104195	4369602	R/M HVAC SRVS - STATE BLDG	258398	222.75
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104330	4331000	MR25 HVAC PM - CY	259118	1,883.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104340	4331000	JN25 HVAC PM - CITY HALL	258120	3,893.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104340	4331000	FB25 HVAC PM SERVICES	258709	213.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104344	4331000	HVAC PM - PORTOLA CC JN25	258120	388.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104610	4331000	HVAC PM - CC PARK JN25	258120	264.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104611	4331000	HVAC PM - HOVLEY PARK JN25	258120	241.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104611	4331000	HVAC PM - FREEDOM FB25	258709	133.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	2304220	4331000	HVAC PM - FIRE STATION 33 FB25	258709	1,814.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	2304220	4331000	HVAC PM - FS #67 FS #71 MR25	259118	1,097.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	2424549	4331101	HVAC PM - AQUATIC CTR JN25	258120	391.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	4254430	4395000	HVAC PM - iHUB BUILDING MR25	259118	1,608.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	5104195	4369500	HVAC PM - SHERIFF CENTER JN25	258120	7,184.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	5104195	4369601	HVAC PM - PARKVIEW OFFICE JN25	258120	3,071.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	5104195	4369800	HVAC PM - HENDERSON BLDG FB25	258709	813.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104800	4388500	HVAC PM - ARTISTS COUNCIL FB25	258709	1,240.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	5104195	4369602	HVAC PM - STATE BUILDING JN25	258120	2,274.00
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104340	4331000	R/M HVAC SRVS - CITY HALL	253209	173.25
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104340	4331000	R/M HVAC SRVS - CITY HALL	253247	459.84
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	1104611	4331000	R/M HVAC SRVS - HOVLEY SOCCER	253133	148.50
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	4254430	4395000	R/M HVAC SRVS - iHUB	253208	222.75
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	5104195	4369500	R/M HVAC SRVS - SHERIFF CTR	253035	339.75
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	5104195	4369602	R/M HVAC SRVS - STATE BLDG	253203	172.27
W1	02006302	04/10/2025	DESERT AIR CONDITIONING INC.	5104195	4369800	R/M HVRC SRVS - HENDERSON BLDG	253102	99.00

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W1	02006303	04/10/2025	DESERT ARC	1104111	4309000	MAR25 SHREDDING SCS	16251	310.00
W1	02006304	04/10/2025	DESERT BEST FRIEND'S CLOSET	1104800	4306201	2025 Best Shoe Foward Sponsor	2042025	1,200.00
W1	02006305	04/10/2025	DESERT NAPA AUTO PARTS	1104331	4334000	TRAILER ADAPTOR - DITCH WITCH	128083	53.86
W1	02006306	04/10/2025	DESERT WILLOW GOLF COURSE	1104417	4312500	DW Civic Academy F&B 4/7/25	15889-1	899.94
W1	02006307	04/10/2025	EISENHOWER MEDICAL CENTER	1104210	4390400	24/25 MEDICAL EXAMINATIONS RSO	T243440044	1,200.00
W1	02006307	04/10/2025	EISENHOWER MEDICAL CENTER	1104210	4390400	24/25 MEDICAL EXAMINATIONS RSO	T243580072	1,200.00
W1	02006308	04/10/2025	GALL'S LLC	1104211	4306001	COPS Uniforms	30419530	222.03
W1	02006309	04/10/2025	GLS US	1104111	4366000	M.Carreon Ethics Train Minutes	5475769	6.69
W1	02006310	04/10/2025	GOVERNMENT FINANCE	1104150	4312500	GFOA LMS Training S. Castro	835063	350.00
W1	02006311	04/10/2025	HARNIK, JAN C.	1104110	4311500	Mileage 03/2025 J. Harnik	MILE 03.2025	80.92
W1	02006312	04/10/2025	HORIZON LIGHTING INC.	2304220	4331000	R/M ELECT/LIGHTING - FS #71	INV8887	335.85
W1	02006313	04/10/2025	IMSA	1104300	4363000	2025 CERTIFICATION RENEWAL-NG	111993-NG	40.00
W1	02006314	04/10/2025	IMSA	1104250	4312000	IMSA TRAFFIC CERT 05/25 MG	0001209	670.00
W1	02006315	04/10/2025	JOVANNI JIMENEZ	1104420	4312000	REIM ICC-COMM CERT J. JIMENEZ	101975233	240.00
W1	02006315	04/10/2025	JOVANNI JIMENEZ	1104420	4312000	REIM ICC-RES CERT J. JIMENEZ	101975661	240.00
W1	02006316	04/10/2025	KARTAL CORPORATION	1104211	4306001	COPS Car Wash Apr-Jun24	1397	229.99
W1	02006316	04/10/2025	KARTAL CORPORATION	1104211	4306001	COPS Car Wash Jul-Sep24	1419	225.94
W1	02006317	04/10/2025	KINCAID INDUSTRIES INC	1104611	4331000	R/M PLUMBING - HOVLEY SOCCER	5698	450.00
W1	02006317	04/10/2025	KINCAID INDUSTRIES INC	1104611	4331000	R/M PLUMBING - FREEDOM PARK	5704	300.00
W1	02006317	04/10/2025	KINCAID INDUSTRIES INC	1104611	4331000	R/M PLUMBING - FREEDOM PARK	5706	900.00
W1	02006317	04/10/2025	KINCAID INDUSTRIES INC	1104611	4331000	R/M PLUMBING - JOE MANN PARK	5707	1,760.72
W1	02006317	04/10/2025	KINCAID INDUSTRIES INC	1104611	4331000	R/M PLUMBING - PALMA	5709	300.00
W1	02006318	04/10/2025	LEOTEK ELECTRONICS USA LLC	1104250	4332500	TRAFFIC LED LIGHTS	4115402970	1,867.17
W1	02006319	04/10/2025	LOCK SHOP INC.	1104800	4388500	R/M LOCKS - ARTIST CENTER	A136694	251.72
W1	02006319	04/10/2025	LOCK SHOP INC.	1104800	4388500	R/M LOCKS - ARTIST CENTER	A136697	1,545.59
W1	02006319	04/10/2025	LOCK SHOP INC.	1104800	4388500	R/M LOCKS - ARTIST CENTER	K319295	155.00
W1	02006319	04/10/2025	LOCK SHOP INC.	1104330	4219000	KEYS - CORP YARD	BB10563173	31.79

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W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104310	4219000	TOOLS - CONCRETE CREW	996106-021825	203.04
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104310	4219000	SMALL TOOLS	972119-012925	118.55
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104134	4211000	STREET SUPPLIES - PW INSPECTOR	996110-012725	55.16
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104340	4219000	R/M BLDG MAINT SUPPLIES - CH	972708-122624	26.59
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104611	4219000	R/M IRRIG SUPPLIES - FREEDOM	977622-021125	98.19
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104611	4219000	R/M IRRIG SUPPLIES - FREEDOM	996477-021825	30.44
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104250	4219000	TRAFFIC SUPPLIES	988581-012425	81.87
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104310	4219000	SMALL HAND TOOLS	984075-032825	177.85
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104330	4219000	SMALL TOOLS	984065-032825	78.75
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104330	4219000	SMALL TOOLS - RETURNED	984079-032825	-78.75
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104250	4219000	TRAFFIC SUPPLIES / EQUIPMENT	988828-012425	30.69
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104250	4219000	TRAFFIC SUPPLIES / EQUIPMENT	972756-010725	20.43
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	1104250	4219000	TRAFFIC SUPPLIES / EQUIPMENT	983172-021325	233.79
W1	02006320	04/10/2025	LOWE'S HOME CENTERS INC.	4504161	4400100	EMP LOUNGE APPLIANCES	971872-011725	3,204.13
W1	02006321	04/10/2025	M & M SWEEPING INC.	1104310	4332000	EXTRA SWEEPING - JONI DR	68850	406.25
W1	02006322	04/10/2025	MERCHANTS BUILDING	1104330	4331000	MR25 JANITORIAL SVCS - CY	861503	4,008.23
W1	02006322	04/10/2025	MERCHANTS BUILDING	1104340	4332600	MR25 JANITORIAL SVCS - CH	861503	8,882.56
W1	02006322	04/10/2025	MERCHANTS BUILDING	1104344	4331000	MR25 JANITORIAL SVCS - PORTOLA	861503	1,399.93
W1	02006322	04/10/2025	MERCHANTS BUILDING	2424549	4331101	MR25 JANITORIAL SVCS - PDAC	861503	5,250.56
W1	02006322	04/10/2025	MERCHANTS BUILDING	2524662	4332600	MR25 JANITORIAL SVCS - LIBRARY	861503	7,712.83
W1	02006322	04/10/2025	MERCHANTS BUILDING	4254430	4395000	MR25 JANITORIAL SVCS - iHUB	861503	2,118.49
W1	02006322	04/10/2025	MERCHANTS BUILDING	5104195	4369500	MR25 JANITORIAL SVCS - SHERIF	861503	6,861.68
W1	02006322	04/10/2025	MERCHANTS BUILDING	5104195	4369601	MR25 JANITORIAL SVCS -PARKVIEW	861503	8,205.76
W1	02006322	04/10/2025	MERCHANTS BUILDING	5104195	4369601	MR25 JANITORIAL - PKVW STE 120	861505	381.22
W1	02006322	04/10/2025	MERCHANTS BUILDING	5104195	4369601	MR25 JANITORIAL SVCS -PARKVIEW	861504	2,596.63
W1	02006322	04/10/2025	MERCHANTS BUILDING	5104195	4369602	MR25 JANITORIAL SVCS - STATE	861503	6,258.53
W1	02006322	04/10/2025	MERCHANTS BUILDING	5104195	4369800	MR25 JANITORIAL SVCS-HENDERSON	861503	1,040.42

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W1	02006323	04/10/2025	MISAC	1104190	4312000	2025 InnovaTech Conference-CA	200007756	50.00
W1	02006323	04/10/2025	MISAC	1104190	4312000	2025 InnovaTech Conference-NM	200007763	50.00
W1	02006324	04/10/2025	MSA INLAND EMPIRE/DESERT CHPTR	1104310	4312000	MSA FLAGGING TRNG REG 5/10 RM	XCN3GBSYLPB	125.00
W1	02006324	04/10/2025	MSA INLAND EMPIRE/DESERT CHPTR	1104310	4312000	MSA FLAGGING TRNG REG 5/10 EM	XCN3GBSYLPB	125.00
W1	02006324	04/10/2025	MSA INLAND EMPIRE/DESERT CHPTR	1104310	4312000	MSA FLAGGING TRNG REG 5/10 JG	XCN3GBSYLPB	125.00
W1	02006325	04/10/2025	NATIONAL ASSOCIATION OF FLEET	1104310	4312000	NAFA CONF REG DR ID477725	M040325	949.00
W1	02006325	04/10/2025	NATIONAL ASSOCIATION OF FLEET	1104310	4312000	NAFA CONF REG EF ID477412	M040325	949.00
W1	02006326	04/10/2025	ORTEGA, CRISTAL	1100000	1150100	OPENGOV 5/6-8 LDG CO	ADV LDG 5.08.25	741.42
W1	02006327	04/10/2025	OUTDOOR CREATIONS INC	4514679	5000102	BENCHES / WASTE BINS -EL PASEO	11812	21,920.66
W1	02006327	04/10/2025	OUTDOOR CREATIONS INC	4514679	5000102	BENCHES / WASTE BINS -EL PASEO	11866	19,918.67
W1	02006327	04/10/2025	OUTDOOR CREATIONS INC	4514679	5000102	BENCHES / WASTE BINS -EL PASEO	11867	38,361.16
W1	02006328	04/10/2025	OZZIE'S INTERNATIONAL	1104331	4334000	R/M FLEET #066 CITY OWNED	37883	1,066.68
W1	02006328	04/10/2025	OZZIE'S INTERNATIONAL	1104331	4334000	R/M FLEET #045 CITY OWNED	38040	1,218.82
W1	02006329	04/10/2025	PALM DESERT ACE HARDWARE	1104310	4219000	SUPPLIES - CEMENT	249866	68.94
W1	02006329	04/10/2025	PALM DESERT ACE HARDWARE	1104310	4391502	GRAFFITI REMOVAL SUPPLIES	249874	62.44
W1	02006329	04/10/2025	PALM DESERT ACE HARDWARE	2774373	4332000	SMALL TOOLS - PRESO PLAZA I/II	249671	52.24
W1	02006330	04/10/2025	PEAC SOLUTIONS	1104190	4342000	3/20-4/19 XEROX LEASE	40356536	206.87
W1	02006330	04/10/2025	PEAC SOLUTIONS	2524662	4342000	3/14-4/13 XEROX LEASE LIBR	40340310	424.07
W1	02006331	04/10/2025	PENTA, RYLAND	1104417	4312500	Civic Academy F&B 3/31 Remb RP	RPENT REIM 3.10	341.40
W1	02006331	04/10/2025	PENTA, RYLAND	1104417	4312500	Civic Academy F&B 3/31 Remb RP	RPENT REIM 3.10	66.24
W1	02006331	04/10/2025	PENTA, RYLAND	1104417	4312500	Civic Academy F&B 3/31 Remb RP	RPENT REIM 3.10	14.97
W1	02006331	04/10/2025	PENTA, RYLAND	1104417	4312500	Civic Academy F&B 3/31 Remb RP	RPENT REIM 3.10	57.15
W1	02006332	04/10/2025	POWERS AWARDS	1104211	4306001	FY24/25 COPS BADGES SGT ADDAMS	160936	14.01
W1	02006333	04/10/2025	PROPER SOLUTIONS INC.	1104111	4300300	TEMP EMP J BELTRAN 3/28/25	17019	1,446.80
W1	02006334	04/10/2025	RETAIL COACH LLC	1104430	4309000	Travel Reimbursement Feb'2025	5614	1,714.49
W1	02006334	04/10/2025	RETAIL COACH LLC	1104430	4309000	Retail Mkt Analysis Svc 4/25	5624	3,333.33
W1	02006335	04/10/2025	RICHARDS WATSON & GERSHON INC	8734195	4301500	JA25 HAF LGL SVC	251996	6,640.57

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W1	02006335	04/10/2025	RICHARDS WATSON & GERSHON INC	8730000	2399100	JA25 Arc Village LGL SVC	251996	2,656.23
W1	02006335	04/10/2025	RICHARDS WATSON & GERSHON INC	8714195	4301500	JA25 HA LGL SVC	251996	1,305.98
W1	02006336	04/10/2025	RIVERSIDE COUNTY FIRE DEPT.	1100000	1430100	7/4/25 Pyrotechnics permits	INV-00317587	524.00
W1	02006337	04/10/2025	RIVERSIDE COUNTY REGISTRAR OF	1104114	4309000	Election Svc for 11/05/2024	4481	103,331.93
W1	02006338	04/10/2025	SELBERT PERKINS DESIGN INC	2134300	5000910	FB25 WAYFINDING MASTER PLAN	250396	637.50
W1	02006339	04/10/2025	SO CAL GAS	1104340	4351200	73510 FW CITY HALL	20092710001-MR25	225.25
W1	02006340	04/10/2025	SOUTH COAST AQMD	2424549	4364000	PDAC ID204590 LATE FEE	4455474 ID204590	16.60
W1	02006341	04/10/2025	SOUTH COAST AQMD	2424549	4364000	PDCA FID#204590 REINST FEE	4450917 ID204590	270.52
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104611	4351400	73510 FW PARKS	700530811124MR25	2,067.38
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104614	4351400	STREET POWER PEDESTALS	700019019320MR25	1,672.41
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104800	4388500	72567 HIGHWAY 111 ARTIST CTR	700773993861MR25	2,240.99
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	5104195	4369800	72559 HWY 111 UNIT A	700044643888MR25	825.58
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	PD SRV AREA 19 LS-1-E	700400365524MR25	2,990.64
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(14) SHEPHERD N/O CHINOOK	700413950271MR25	14.97
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(16) A STREET S/O 42ND	700413950271MR25	28.83
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(21) DAISY/SHEPARD	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(28) ALPINE / SHEPHERD	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(29) (SHEPARD LANE / SCHOLAR L	700413950271MR25	28.83
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(32) (JERI LANE)	700413950271MR25	14.97
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(33) SHEPARD /PORTOLA	700413950271MR25	14.97
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(34) PETUNIA LL (WINDFLOWER/SH	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	(35) COLLEGE VIEW LLL (ACAD/SH	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	TRAFFIC LAMPS LS-2	700524045271MR25	331.24
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	42991 1/2 SAN PABLO	700653799848MR25	130.27
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104340	4351400	73510 FW CITY HALL	700116008610MR25	8,647.17
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104344	4351400	45480 PORTOLA CC	700418878578MR25	1,108.76
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104610	4351400	73710 FW PUMPSTATION	700169234934MR25	6,452.99

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W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104614	4351400	43980 1/2 SAN PABLO RD	700339281893MR25	10,677.95
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	1104614	4351400	43556 1/2 SAN PABLO	700654070741MR25	219.81
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2424549	4351400	73751 MAGNESIA FALLS DR POOL	700019219986MR25	4,514.53
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2724374	4351400	(6) PARKVIEW ESTATES	700413950271MR25	455.49
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2734680	4351400	(7) DESERT MIRAGE/COOK	700413950271MR25	72.83
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2734681	4351400	(8) SANDCASTLES	700413950271MR25	165.51
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2734682	4351400	(12) HOVLEY/HEMMINGWAY	700413950271MR25	19.52
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2754643	4351400	(25) DIAMONDBACK	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2754680	4351400	(1) MONTEREY / MEAD. ASSMT	700413950271MR25	72.26
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2754683	4351400	(3) SONATA-HOVLEY	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2754684	4351400	(4) HOVLEY-POSADA-FONDA	700413950271MR25	29.93
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2754685	4351400	(10) HOVLEY COLLECTION	700413950271MR25	29.93
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2754686	4351400	(13) AVE ARCADIA/HOVLEY	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2754687	4351400	(17) AVE. ROSARIO/HOVLEY	700413950271MR25	14.42
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W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2754695	4351400	(23) HOVLEY LN/SANDPIPER W	700413950271MR25	14.41
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2754696	4351400	(24) 40764 HOVLEY CT	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2754697	4351400	(18) PALM CT/HOVLEY LN	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2764374	4351400	(2) HAYSTACK LIGHTING DIST.	700413950271MR25	33.03
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2784374	4351400	(5) VINEYARDS	700413950271MR25	119.15
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2814374	4351400	(9) GROVE (SILVER / ROYAL)	700413950271MR25	352.04
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2854374	4351400	(19) FRANK SINATRA W/O PORTOLA	700413950271MR25	29.93
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2874374	4351400	(20) COLLEGE VIEW/SHEPPARD	700413950271MR25	28.83
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2874681	4351400	(30) SUNDANCE W (KOKOPELLI / S	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2874682	4351400	(26) PETUNIA I (PETUNIA / SHEP	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2874682	4351400	(27) PETUNIA I (W PETUNIA/SHEP	700413950271MR25	14.42
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	2874683	4351400	(31) SUNDANCE E (CHINOOK / SHE	700413950271MR25	14.97

City of Palm Desert

Check Register

4/10/2025 - 4/10/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
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W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	73710 FW DR STE 116	700339417188MR25	68.95
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W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	73710 FW STE200	700835292306MR25	1,312.70
W1	02006342	04/10/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	73710 FW DR STE 120	700949393204MR25	119.23
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W1	02006343	04/10/2025	STAR RETAIL ADVISORS	1104159	4309300	PROFESSIONAL SVCS MR25	PD 2025-03	7,997.36
W1	02006344	04/10/2025	SUPERIOR READY MIX CONCRETE	1104310	4332000	R/M CONCRETE - DESERT WILLOW	950000251953	393.51
W1	02006345	04/10/2025	T-MOBILE USA INC	1104210	4304200	Sheriff GPS/Time Ad-T25003010	9597424130	165.00
W1	02006345	04/10/2025	T-MOBILE USA INC	1104210	4304200	Sheriff GPS Locate-T250030105	9595970663	115.00
W1	02006345	04/10/2025	T-MOBILE USA INC	1104210	4304200	Sheriff Timing Ad-T250100019	9593797770	50.00
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W1	02006346	04/10/2025	T-MOBILE USA INC	1104210	4304200	Sheriffs GPS/Timing-T243510033	9596875862	165.00
W1	02006347	04/10/2025	TKE ENGINEERING INC	1104159	4219100	Dec24 Eng Svcs -Mtn View RB	2024-1771	7,242.50
W1	02006347	04/10/2025	TKE ENGINEERING INC	2134134	4400200	Jan25 Eng Svcs El Paseo St Reh	2025-159	3,257.00
W1	02006347	04/10/2025	TKE ENGINEERING INC	2134134	4400200	Oct24 Eng Svcs El Paseo St Reh	2024-1770	5,300.00
W1	02006347	04/10/2025	TKE ENGINEERING INC	2134134	4400200	Jan25 Eng Svcs Street Resurfng	2025-164	38,751.80
W1	02006347	04/10/2025	TKE ENGINEERING INC	2134134	4400200	Dec24 Eng Svcs Street Resurfng	2024-1774	877.00
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W1	02006348	04/10/2025	TOPS N BARRICADES INC.	1104310	4332000	R/M SIGNAGE - CONSTRUCTION	1112730	422.77
W1	02006348	04/10/2025	TOPS N BARRICADES INC.	1104310	4214000	SAFETY JACKETS	1112687	192.18
W1	02006348	04/10/2025	TOPS N BARRICADES INC.	1104310	4219000	R/M STREET PAINT SUPPLIES	1112933	951.56
W1	02006349	04/10/2025	TOWMEDIC INC	1104210	4304200	Sheriff Towing-T250560124	25-15864	240.00
W1	02006350	04/10/2025	TYLER TECHNOLOGIES INC	1100000	1430100	Executime 07/01/25-4/30/26	045-510274	4,555.50

City of Palm Desert

Check Register

4/10/2025 - 4/10/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
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W1	02006351	04/10/2025	UNIFIRST CORPORATION	1104310	4214000	INDSTRL UNIFORM RENTAL EXTRA	6200003850	177.79
W1	02006351	04/10/2025	UNIFIRST CORPORATION	1104310	4214000	INDSTRL UNIFORM RENTAL EXTRA	6200003849	174.99
W1	02006351	04/10/2025	UNIFIRST CORPORATION	1104310	4214000	INDSTRL UNIFORM RENTAL EXTRA	6200003848	166.80
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W1	02006351	04/10/2025	UNIFIRST CORPORATION	1104310	4214000	INDUSTRIAL UNIFORM RENTAL	2200245480	176.33
W1	02006351	04/10/2025	UNIFIRST CORPORATION	1104310	4214000	UNIFORM RENTAL EXTRAS	6200003856	71.53
W1	02006352	04/10/2025	VASQUEZ, AILEEN	1104154	4309501	Emp Appreciation F&B 3/27	AVSQUEZ3.27.25 2	182.96
W1	02006353	04/10/2025	WATERLINE TECHNOLOGIES INC	2424549	4211100	CHEMICALS - AQUATIC CENTER	5731214	1,027.94
W1	02006353	04/10/2025	WATERLINE TECHNOLOGIES INC	2424549	4211100	CHEMICALS - AQUATIC CENTER	5732347	1,267.79
W1	02006354	04/10/2025	WILLDAN ENGINEERING	1104420	4301000	Plan Review & Insp - FE25	002-34275	49,361.75
W1	02006355	04/10/2025	WITTMAN ENTERPRISES LLC	2304220	4309000	MAR25 EMS BILLING SERVICES	25030547	18,720.00
W1	02006356	04/10/2025	XPRESS GRAPHICS	1104417	4322301	Signs 2025 Arbor Day	25-69790	532.04
W1	02006356	04/10/2025	XPRESS GRAPHICS	1104417	4322301	FY24-25 CPD Wall Calendar Prnt	24-63507	114.89
W1	02006357	04/10/2025	ZUMAR INDUSTRIES INC.	1104310	4219000	SIGNAGE - MCCALLUM THEATRE	10348	1,399.71

Audited and Found Correct

Signed by:
Veronica Chavez
BE48F4F325A44A2...

Director of Finance

Examined and Approved

Signed by:
Jan Harnik
DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:
Chris Escobedo
437BBF489E4E43B...

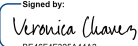
City Manager

Total For Bank ID - W1


2,241,091.42

City of Palm Desert
Check Register
4/10/2025 - 4/10/2025

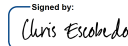
Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W3	00002556	04/10/2025	BURKE WILLIAMS & SORENSEN LLP	7034121	4301500	FEB25 ALLESANDRO LGL	338797	4,746.50
W3	00002556	04/10/2025	BURKE WILLIAMS & SORENSEN LLP	7034121	4301500	FEB25 DESERT WILLOW LGL	338797	214.00
W3	00002557	04/10/2025	IS PALM DESERT LP	7034121	4374000	APR25 SEWER RENT PAYMENT	APR2025	11,639.40
W3	00002558	04/10/2025	RICHARDS WATSON & GERSHON INC	7034121	4301500	JA25 Audit LGL SVC	251996	66.41

Audited and Found Correct
Signed by:

BE46F4F325A44A2...

Director of Finance

Examined and Approved
Signed by:

DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved
Signed by:

437B8F489E4E43B...

City Manager

Total For Bank ID - W3

16,666.31

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: RATIFICATION OF A LETTER OF SUPPORT FOR ASSEMBLY BILL 650
(PAPAN): HOUSING ELEMENT AND REGIONAL HOUSING NEEDS
ALLOCATION

RECOMMENDATION:

Ratify the issuance of a letter of support for AB 650 (Papan): Housing Element and Regional Housing Needs Allocation.

BACKGROUND/ANALYSIS:

On April 14, 2025, the League of California Cities (Cal Cities) issued an Action Alert requesting city support for AB 650 (Papan), which will be heard in the Assembly Committee on Housing and Community Development on April 24, 2025. The deadline to submit letters for inclusion in the committee analysis was April 16. The ad hoc City Council Subcommittee on Legislative Affairs, consisting of Mayor Harnik and Mayor Pro Tem Trubee, approved issuance of a letter of support for AB 650.

AB 650, sponsored by Cal Cities, aims to improve the Regional Housing Needs Allocation (RHNA) and Housing Element update process by addressing challenges experienced during the 6th RHNA cycle. The bill allows local governments to begin updates six months early and requires the California Department of Housing and Community Development (HCD) to provide specific text and analysis when identifying deficiencies, thereby improving clarity, fairness, and compliance timelines.

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. AB 650 Text
2. Letter of Support for AB 650

AMENDED IN ASSEMBLY MARCH 28, 2025

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL

No. 650

Introduced by Assembly Member Papan

February 13, 2025

An act to amend ~~Section 38405~~ Sections 65583, 65584, 65584.01, 65584.04, 65584.05, 65585, and 65589.5 of the Government Code, relating to ~~parks~~ land use.

LEGISLATIVE COUNSEL’S DIGEST

AB 650, as amended, Papan. ~~Discontinuance of parks.~~ *Planning and zoning; housing element; regional housing needs allocation.*

(1) Existing law, the Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, which includes, among other mandatory elements, a housing element. Existing law requires a public agency to administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and take no action that is materially inconsistent with its obligation to affirmatively further fair housing. Existing law defines “affirmatively furthering fair housing,” as provided.

The Planning and Zoning Law requires that a housing element include, among other things, a program that sets forth a schedule of actions during the planning period. Existing law requires the Department of Housing and Community Development to develop a standardized reporting format for programs and actions taken pursuant to the requirement to affirmatively further fair housing.

This bill would require the department to develop the above-described standardized reporting format on or before December 31, 2026.

(2) Existing law requires, for the 4th and subsequent revisions of the housing element, the department to determine the existing and projected need for housing for each region, as specified. Existing law requires the department, in consultation with the council of governments, to determine the existing and projected need of housing for each region at least 2 years prior to the scheduled revision of the housing element, as provided. Existing law requires the department to meet and consult with the council of governments regarding the assumptions and methodology to be used to determine the region's housing needs at least 26 months prior to the scheduled revision of the housing element, as provided.

This bill would extend the above-described timeline for the department to determine the existing and projected need of housing for each region from 2 years to 30 months prior to the scheduled revision of the housing element, and the above-described timeline to meet and consult with a council of governments from at least 26 months to at least 32 months prior to the scheduled revision of the housing element, respectively.

(3) Existing law, at least 2 years before a scheduled revision of the housing element, as specified, requires each council of governments, or delegate subregion as applicable, to develop, in consultation with the department, a proposed methodology for distributing the existing and projected regional housing need to jurisdictions, as specified. Existing law, at least 1 $\frac{1}{2}$ years before a scheduled revision of the housing element, as specified, requires each council of governments and delegate subregion, as applicable, to distribute a draft allocation of regional housing needs to each local government in the region or subregion, where applicable, and the department, as specified.

This bill, except with respect to the 7th housing element cycle for councils of governments with a housing element revision due date during the 2027 calendar year, would instead require that the above-described methodology be developed from at least 2 $\frac{1}{2}$ years before a scheduled revision of the housing element, and that the distribution of the draft allocation plan be made at least 2 years before a scheduled revision of the housing element, respectively.

(4) Existing law requires a planning agency to submit a copy of its draft housing element or amendments to its housing element or housing element revision to the department for review, and requires the department to notify the city, county, or city and county with written findings if the department finds that the housing element or the amendment does not substantially comply with specified law. If the

department finds that the draft housing element or draft amendment is not in substantial compliance, existing law requires the jurisdiction to either update the draft to substantially comply with specified law, or adopt the draft housing element or amendment without changes, as provided.

This bill would require the department, if the department finds that a draft element or draft amendment does not substantially comply, as described above, to (A) identify and explain the specific deficiencies in the draft element or draft amendment and (B) provide the specific analysis or text that the department expects the planning agency to include in the draft element or draft amendment to remedy those deficiencies, as specified. The bill would require a jurisdiction, in updating a noncompliant housing element or amendment under the above-described provisions, to include the specific analysis or text in its draft element or amendment. The bill would also exempt a jurisdiction from certain requirements to approve a so-called “builder’s remedy project” under specified law for the period during which the department is reviewing that jurisdiction’s updated draft element or draft amendment after submission of the updated element or amendment, as described above, or for 90 days from the date the department notifies the planning agency of additional deficiencies with the draft, as provided. The bill would make various conforming changes in this regard.

(5) By imposing additional duties on local governments, this bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

~~Existing law authorizes a legislative body, defined as a board of trustees, city council, or other governing body of a city, to abandon a park and sell the land comprising it pursuant to a prescribed procedure.~~

~~This bill would make nonsubstantive changes to those provisions.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.
State-mandated local program: ~~no~~-yes.

The people of the State of California do enact as follows:

1 *SECTION 1. Section 65583 of the Government Code is*
2 *amended to read:*

3 65583. The housing element shall consist of an identification
4 and analysis of existing and projected housing needs and a
5 statement of goals, policies, quantified objectives, financial
6 resources, and scheduled programs for the preservation,
7 improvement, and development of housing. The housing element
8 shall identify adequate sites for housing, including rental housing,
9 factory-built housing, mobilehomes, and emergency shelters, and
10 shall make adequate provision for the existing and projected needs
11 of all economic segments of the community. The housing element
12 shall contain all of the following:

13 (a) An assessment of housing needs and an inventory of
14 resources and constraints that are relevant to the meeting of these
15 needs. The assessment and inventory shall include all of the
16 following:

17 (1) An analysis of population and employment trends and
18 documentation of projections and a quantification of the locality's
19 existing and projected housing needs for all income levels. These
20 existing and projected needs shall include the locality's share of
21 the regional housing need in accordance with Section 65584.

22 (2) An analysis and documentation of household characteristics,
23 including level of payment compared to ability to pay, housing
24 characteristics, including overcrowding, and housing stock
25 condition.

26 (3) An inventory of land suitable and available for residential
27 development, including vacant sites and sites having realistic and
28 demonstrated potential for redevelopment during the planning
29 period to meet the locality's housing need for a designated income
30 level, and an analysis of the relationship of zoning and public
31 facilities and services to these sites, and an analysis of the
32 relationship of the sites identified in the land inventory to the
33 jurisdiction's duty to affirmatively further fair housing.

34 (4) (A) The identification of one or more zoning designations
35 that allow residential uses, including mixed uses, where emergency
36 shelters are allowed as a permitted use without a conditional use
37 or other discretionary permit and that are suitable for residential
38 uses. The identified zoning designations shall include sufficient

1 sites meeting the requirements of subparagraph (H) with sufficient
2 capacity, as described in subparagraph (I), to accommodate the
3 need for emergency shelter identified in paragraph (7), except that
4 each local government shall identify a zoning designation or
5 designations that can accommodate at least one year-round
6 emergency shelter. If the local government cannot identify a zoning
7 designation or designations with sufficient capacity, the local
8 government shall include a program to amend its zoning ordinance
9 to meet the requirements of this paragraph within one year of the
10 adoption of the housing element. The local government may
11 identify additional zoning designations where emergency shelters
12 are permitted with a conditional use permit. The local government
13 shall also demonstrate that existing or proposed permit processing,
14 development, and management standards that apply to emergency
15 shelters are objective and encourage and facilitate the development
16 of, or conversion to, emergency shelters.

17 (B) Emergency shelters shall only be subject to the following
18 written, objective standards:

19 (i) The maximum number of beds or persons permitted to be
20 served nightly by the facility.

21 (ii) Sufficient parking to accommodate all staff working in the
22 emergency shelter, provided that the standards do not require more
23 parking for emergency shelters than other residential or commercial
24 uses within the same zone.

25 (iii) The size and location of exterior and interior onsite waiting
26 and client intake areas.

27 (iv) The provision of onsite management.

28 (v) The proximity to other emergency shelters, provided that
29 emergency shelters are not required to be more than 300 feet apart.

30 (vi) The length of stay.

31 (vii) Lighting.

32 (viii) Security during hours that the emergency shelter is in
33 operation.

34 (C) For purposes of this paragraph, “emergency shelter” shall
35 include other interim interventions, including, but not limited to,
36 a navigation center, bridge housing, and respite or recuperative
37 care.

38 (D) The permit processing, development, and management
39 standards applied under this paragraph shall not be deemed to be
40 discretionary acts within the meaning of the California

1 Environmental Quality Act (Division 13 (commencing with Section
2 21000) of the Public Resources Code).

3 (E) If a local government has adopted written, objective
4 standards pursuant to subparagraph (B), the local government shall
5 include an analysis of the standards in the analysis of constraints
6 pursuant to paragraph (5).

7 (F) A local government that can demonstrate, to the satisfaction
8 of the department, the existence of one or more emergency shelters
9 either within its jurisdiction or pursuant to a multijurisdictional
10 agreement that can accommodate that jurisdiction's need and the
11 needs of the other jurisdictions that are a part of the agreement for
12 emergency shelter identified in paragraph (7) may comply with
13 the zoning requirements of subparagraph (A) by identifying a
14 zoning designation where new emergency shelters are allowed
15 with a conditional use permit.

16 (G) A local government with an existing ordinance or ordinances
17 that comply with this paragraph shall not be required to take
18 additional action to identify zoning designations for emergency
19 shelters. The housing element must only describe how existing
20 ordinances, policies, and standards are consistent with the
21 requirements of this paragraph.

22 (H) The zoning designation or designations where emergency
23 shelters are allowed, as described in subparagraph (A), shall include
24 sites that meet at least one of the following standards:

25 (i) Vacant sites zoned for residential use.

26 (ii) Vacant sites zoned for nonresidential use that allow
27 residential development, if the local government can demonstrate
28 how the sites with this zoning designation that are being used to
29 satisfy the requirements of paragraph (1) are located near amenities
30 and services that serve people experiencing homelessness, which
31 may include health care, transportation, retail, employment, and
32 social services, or that the local government will provide free
33 transportation to services or offer services onsite.

34 (iii) Nonvacant sites zoned for residential use or for
35 nonresidential use that allow residential development that are
36 suitable for use as a shelter in the current planning period, or which
37 can be redeveloped for use as a shelter in the current planning
38 period. A nonvacant site with an existing use shall be presumed
39 to impede emergency shelter development absent an analysis based
40 on substantial evidence that the use is likely to be discontinued

1 during the planning period. The analysis shall consider current
2 market demand for the current uses, market conditions, and
3 incentives or standards to encourage shelter development.

4 (I) The zoning designation or designations shall have sufficient
5 sites meeting the requirements of subparagraph (H) to
6 accommodate the need for shelters identified pursuant to paragraph
7 (7). The number of people experiencing homelessness that can be
8 accommodated on any site shall be demonstrated by dividing the
9 square footage of the site by a minimum of 200 square feet per
10 person, unless the locality can demonstrate that one or more
11 shelters were developed on sites that have fewer square feet per
12 person during the prior planning period or the locality provides
13 similar evidence to the department demonstrating that the site can
14 accommodate more people experiencing homelessness. Any
15 standard applied pursuant to this subparagraph is intended only
16 for calculating site capacity pursuant to this section, and shall not
17 be construed as establishing a development standard applicable to
18 the siting, development, or approval of a shelter.

19 (J) Notwithstanding subparagraph (H), a local government may
20 accommodate the need for emergency shelters identified pursuant
21 to paragraph (7) on sites owned by the local government if it
22 demonstrates with substantial evidence that the sites will be made
23 available for emergency shelter during the planning period, they
24 are suitable for residential use, and the sites are located near
25 amenities and services that serve people experiencing
26 homelessness, which may include health care, transportation, retail,
27 employment, and social services, or that the local government will
28 provide free transportation to services or offer services onsite.

29 (5) An analysis of potential and actual governmental constraints
30 upon the maintenance, improvement, or development of housing
31 for all income levels, including the types of housing identified in
32 paragraph (1) of subdivision (c), and for persons with disabilities
33 as identified in the analysis pursuant to paragraph (7), including
34 land use controls, building codes and their enforcement, site
35 improvements, fees, and other exactions required of developers,
36 local processing and permit procedures, historic preservation
37 practices and policies and an assessment of how existing and
38 proposed historic designations affect the locality's ability to meet
39 its share of the housing need pursuant to paragraph (1), and any
40 locally adopted ordinances that directly impact the cost and supply

1 of residential development. The analysis shall also demonstrate
2 local efforts to remove governmental constraints that hinder the
3 locality from meeting its share of the regional housing need in
4 accordance with Section 65584 and from meeting the need for
5 housing for persons with disabilities, supportive housing,
6 transitional housing, and emergency shelters identified pursuant
7 to paragraph (7).

8 (6) An analysis of potential and actual nongovernmental
9 constraints upon the maintenance, improvement, or development
10 of housing for all income levels, including the availability of
11 financing, the price of land, the cost of construction, the requests
12 to develop housing at densities below those anticipated in the
13 analysis required by subdivision (c) of Section 65583.2, and the
14 length of time between receiving approval for a housing
15 development and submittal of an application for building permits
16 for that housing development that hinder the construction of a
17 locality's share of the regional housing need in accordance with
18 Section 65584. The analysis shall also demonstrate local efforts
19 to remove nongovernmental constraints that create a gap between
20 the locality's planning for the development of housing for all
21 income levels and the construction of that housing.

22 (7) (A) An analysis of any special housing needs, such as those
23 of the elderly; persons with disabilities, including a developmental
24 disability, as defined in Section 4512 of the Welfare and
25 Institutions Code; extremely low income households; large
26 families; farmworkers; families with female heads of households;
27 and families and persons in need of emergency shelter. The need
28 for emergency shelter shall be assessed based on the capacity
29 necessary to accommodate the most recent homeless point-in-time
30 count conducted before the start of the planning period, the need
31 for emergency shelter based on number of beds available on a
32 year-round and seasonal basis, the number of shelter beds that go
33 unused on an average monthly basis within a one-year period, and
34 the percentage of those in emergency shelters that move to
35 permanent housing solutions. The need for emergency shelter may
36 be reduced by the number of supportive housing units that are
37 identified in an adopted 10-year plan to end chronic homelessness
38 and that are either vacant or for which funding has been identified
39 to allow construction during the planning period. An analysis of

1 special housing needs by a city or county may include an analysis
2 of the need for frequent user coordinated care housing services.

3 (B) For the seventh and subsequent revisions of the housing
4 element, the analysis required in subparagraph (A) shall also
5 include an analysis of the housing needs of acutely and extremely
6 low income households.

7 (8) An analysis of opportunities for energy conservation with
8 respect to residential development. Cities and counties are
9 encouraged to include weatherization and energy efficiency
10 improvements as part of publicly subsidized housing rehabilitation
11 projects. This may include energy efficiency measures that
12 encompass the building envelope, its heating and cooling systems,
13 and its electrical system.

14 (9) An analysis of existing assisted housing developments that
15 are eligible to change from low-income housing uses during the
16 next 10 years due to termination of subsidy contracts, mortgage
17 prepayment, or expiration of restrictions on use. "Assisted housing
18 developments," for the purpose of this section, shall mean
19 multifamily rental housing that receives governmental assistance
20 under federal programs listed in subdivision (a) of Section
21 65863.10, state and local multifamily revenue bond programs,
22 local redevelopment programs, the federal Community
23 Development Block Grant Program, or local in-lieu fees. "Assisted
24 housing developments" shall also include multifamily rental units
25 that were developed pursuant to a local inclusionary housing
26 program or used to qualify for a density bonus pursuant to Section
27 65916.

28 (A) The analysis shall include a listing of each development by
29 project name and address, the type of governmental assistance
30 received, the earliest possible date of change from low-income
31 use, and the total number of elderly and nonelderly units that could
32 be lost from the locality's low-income housing stock in each year
33 during the 10-year period. For purposes of state and federally
34 funded projects, the analysis required by this subparagraph need
35 only contain information available on a statewide basis.

36 (B) The analysis shall estimate the total cost of producing new
37 rental housing that is comparable in size and rent levels, to replace
38 the units that could change from low-income use, and an estimated
39 cost of preserving the assisted housing developments. This cost
40 analysis for replacement housing may be done aggregately for

1 each five-year period and does not have to contain a
2 project-by-project cost estimate.

3 (C) The analysis shall identify public and private nonprofit
4 corporations known to the local government that have legal and
5 managerial capacity to acquire and manage these housing
6 developments.

7 (D) The analysis shall identify and consider the use of all federal,
8 state, and local financing and subsidy programs that can be used
9 to preserve, for lower income households, the assisted housing
10 developments, identified in this paragraph, including, but not
11 limited to, federal Community Development Block Grant Program
12 funds, tax increment funds received by a redevelopment agency
13 of the community, and administrative fees received by a housing
14 authority operating within the community. In considering the use
15 of these financing and subsidy programs, the analysis shall identify
16 the amounts of funds under each available program that have not
17 been legally obligated for other purposes and that could be
18 available for use in preserving assisted housing developments.

19 (b) (1) A statement of the community's goals, quantified
20 objectives, and policies relative to affirmatively furthering fair
21 housing and to the maintenance, preservation, improvement, and
22 development of housing.

23 (2) It is recognized that the total housing needs identified
24 pursuant to subdivision (a) may exceed available resources and
25 the community's ability to satisfy this need within the content of
26 the general plan requirements outlined in Article 5 (commencing
27 with Section 65300). Under these circumstances, the quantified
28 objectives need not be identical to the total housing needs. The
29 quantified objectives shall establish the maximum number of
30 housing units by income category that can be constructed,
31 rehabilitated, and conserved over a five-year time period.

32 (c) A program that sets forth a schedule of actions during the
33 planning period, each with a timeline for implementation, that may
34 recognize that certain programs are ongoing, such that there will
35 be beneficial impacts of the programs within the planning period,
36 that the local government is undertaking or intends to undertake
37 to implement the policies and achieve the goals and objectives of
38 the housing element through the administration of land use and
39 development controls, the provision of regulatory concessions and
40 incentives, the utilization of appropriate federal and state financing

1 and subsidy programs when available, and the utilization of moneys
2 in a low- and moderate-income housing fund of an agency if the
3 locality has established a redevelopment project area pursuant to
4 the Community Redevelopment Law (Division 24 (commencing
5 with Section 33000) of the Health and Safety Code). In order to
6 make adequate provision for the housing needs of all economic
7 segments of the community, the program shall do all of the
8 following:

9 (1) Identify actions that will be taken to make sites available
10 during the planning period with appropriate zoning and
11 development standards and with services and facilities to
12 accommodate that portion of the city's or county's share of the
13 regional housing need for all income levels that could not be
14 accommodated on sites identified in the inventory completed
15 pursuant to paragraph (3) of subdivision (a) without rezoning, and
16 to comply with the requirements of Section 65584.09. Sites shall
17 be identified as needed to affirmatively further fair housing and
18 to facilitate and encourage the development of a variety of types
19 of housing for all income levels, including multifamily rental
20 housing, factory-built housing, mobilehomes, housing for
21 agricultural employees, supportive housing, single-room occupancy
22 units, emergency shelters, and transitional housing.

23 (A) Where the inventory of sites, pursuant to paragraph (3) of
24 subdivision (a), does not identify adequate sites to accommodate
25 the need for groups of all household income levels pursuant to
26 Section 65584, a program for rezoning of those sites, subject to
27 the following deadlines:

28 (i) For the adoption of the sixth revision of the housing element,
29 jurisdictions with an eight-year housing element planning period
30 pursuant to Section 65588, including adoption of minimum density
31 and development standards or, for a jurisdiction in the coastal zone,
32 any necessary local coastal program amendments related to land
33 use designations, changes in intensity of land use, zoning
34 ordinances, or zoning district maps, consistent with Sections 30512,
35 30512.2, 30513, and 30514 of the Public Resources Code, shall
36 be completed no later than three years after either the date the
37 housing element is adopted pursuant to subdivision (f) of Section
38 65585 or the date that is 90 days after receipt of comments from
39 the department pursuant to subdivision (b) of Section 65585,
40 whichever is earlier, unless the deadline is extended pursuant to

subdivision (f). Notwithstanding the foregoing, for a local government that fails to adopt a housing element that the department has found to be in substantial compliance with this article within 120 days of the statutory deadline in Section 65588 for adoption of the housing element, rezoning of those sites, including adoption of minimum density and development standards or, for a jurisdiction in the coastal zone, any necessary local coastal program amendments related to land use designations, changes in intensity of land use, zoning ordinances, or zoning district maps, consistent with Sections 30512, 30512.2, 30513, and 30514 of the Public Resources Code, shall be completed no later than one year from the statutory deadline in Section 65588 for adoption of the housing element.

(ii) For adoption of the seventh and all subsequent revisions of the housing element, rezonings shall be completed no later than one year from the statutory deadline in Section 65588 for adoption of the housing element.

(iii) Notwithstanding clause (ii), for the adoption of the seventh and all subsequent revisions of the housing element, rezonings shall be completed no later than three years and 90 days after the statutory deadline in Section 65588 for adoption of the housing element, unless the deadline is extended pursuant to subdivision (f). This clause shall apply only if the local government complies with all of the following:

(I) The local government submits a draft element or draft amendment to the department for review pursuant to paragraph (1) of subdivision (b) of Section 65585 at least 90 days before the statutory deadline established in Section 65588 for adoption of the housing element.

(II) The local government receives from the department findings that the draft element or draft amendment substantially complies with this article pursuant to paragraph (3) of subdivision (b) of Section 65585 on or before the statutory deadline set forth in Section 65588 for adoption of the housing element.

(III) The local government adopts the draft element or draft amendment that the department found to substantially comply with this article no later than 120 days after the statutory deadline set forth in Section 65588.

(B) Where the inventory of sites, pursuant to paragraph (3) of subdivision (a), does not identify adequate sites to accommodate

1 the need for groups of all household income levels pursuant to
2 Section 65584, the program shall identify sites that can be
3 developed for housing within the planning period pursuant to
4 subdivision (h) of Section 65583.2. The identification of sites shall
5 include all components specified in Section 65583.2.

6 (C) Where the inventory of sites pursuant to paragraph (3) of
7 subdivision (a) does not identify adequate sites to accommodate
8 the need for farmworker housing, the program shall provide for
9 sufficient sites to meet the need with zoning that permits
10 farmworker housing use by right, including density and
11 development standards that could accommodate and facilitate the
12 feasibility of the development of farmworker housing for low- and
13 very low income households.

14 (2) (A) Assist in the development of adequate housing to meet
15 the needs of extremely low, very low, low-, and moderate-income
16 households.

17 (B) For the seventh and subsequent revisions of the housing
18 element, the program shall also assist in the development of
19 adequate housing to meet the needs of acutely low income
20 households.

21 (3) Address and, where appropriate and legally possible, remove
22 governmental and nongovernmental constraints to the maintenance,
23 improvement, and development of housing, including housing for
24 all income levels and housing for persons with disabilities. The
25 program shall remove constraints to, and provide reasonable
26 accommodations for housing designed for, intended for occupancy
27 by, or with supportive services for, persons with disabilities.
28 Transitional housing and supportive housing shall be considered
29 a residential use of property and shall be subject only to those
30 restrictions that apply to other residential dwellings of the same
31 type in the same zone. Supportive housing, as defined in Section
32 65650, shall be a use by right in all zones where multifamily and
33 mixed uses are permitted, as provided in Article 11 (commencing
34 with Section 65650).

35 (4) Conserve and improve the condition of the existing
36 affordable housing stock, which may include addressing ways to
37 mitigate the loss of dwelling units demolished by public or private
38 action.

39 (5) Promote and affirmatively further fair housing opportunities
40 and promote housing throughout the community or communities

1 for all persons regardless of race, religion, sex, marital status,
2 ancestry, national origin, color, familial status, or disability, and
3 other characteristics protected by the California Fair Employment
4 and Housing Act (Part 2.8 (commencing with Section 12900) of
5 Division 3 of Title 2), Section 65008, and any other state and
6 federal fair housing and planning law.

7 (6) Preserve for lower income households the assisted housing
8 developments identified pursuant to paragraph (9) of subdivision
9 (a). The program for preservation of the assisted housing
10 developments shall utilize, to the extent necessary, all available
11 federal, state, and local financing and subsidy programs identified
12 in paragraph (9) of subdivision (a), except where a community has
13 other urgent needs for which alternative funding sources are not
14 available. The program may include strategies that involve local
15 regulation and technical assistance.

16 (7) Develop a plan that incentivizes and promotes the creation
17 of accessory dwelling units that can be offered at affordable rent,
18 as defined in Section 50053 of the Health and Safety Code, for
19 very low, low-, or moderate-income households. For purposes of
20 this paragraph, “accessory dwelling units” has the same meaning
21 as “accessory dwelling unit” as defined in subdivision (a) of
22 Section 66313.

23 (8) Include an identification of the agencies and officials
24 responsible for the implementation of the various actions and the
25 means by which consistency will be achieved with other general
26 plan elements and community goals.

27 (9) Include a diligent effort by the local government to achieve
28 public participation of all economic segments of the community
29 in the development of the housing element, and the program shall
30 describe this effort.

31 (10) (A) Affirmatively further fair housing in accordance with
32 Chapter 15 (commencing with Section 8899.50) of Division 1 of
33 Title 2. The program shall include an assessment of fair housing
34 in the jurisdiction that shall include all of the following
35 components:

36 (i) A summary of fair housing issues in the jurisdiction and an
37 assessment of the jurisdiction’s fair housing enforcement and fair
38 housing outreach capacity.

39 (ii) An analysis of available federal, state, and local data and
40 knowledge to identify integration and segregation patterns and

trends, racially or ethnically concentrated areas of poverty and affluence, disparities in access to opportunity, and disproportionate housing needs, including displacement risk. The analysis shall identify and examine such patterns, trends, areas, disparities, and needs, both within the jurisdiction and comparing the jurisdiction to the region in which it is located, based on race and other characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2) and Section 65008.

(iii) An assessment of the contributing factors, including the local and regional historical origins and current policies and practices, for the fair housing issues identified under clauses (i) and (ii).

(iv) An identification of the jurisdiction's fair housing priorities and goals, giving highest priority to those factors identified in clause (iii) that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance, and identifying the metrics and milestones for determining what fair housing results will be achieved.

(v) Strategies and actions to implement those priorities and goals, which may include, but are not limited to, enhancing mobility strategies and encouraging development of new affordable housing in areas of opportunity, as well as place-based strategies to encourage community revitalization, including preservation of existing affordable housing, and protecting existing residents from displacement.

(B) A jurisdiction that completes or revises an assessment of fair housing pursuant to Subpart A (commencing with Section 5.150) of Part 5 of Subtitle A of Title 24 of the Code of Federal Regulations, as published in Volume 80 of the Federal Register, Number 136, page 42272, dated July 16, 2015, or an analysis of impediments to fair housing choice in accordance with the requirements of Section 91.225 of Title 24 of the Code of Federal Regulations in effect before August 17, 2015, may incorporate relevant portions of that assessment or revised assessment of fair housing or analysis or revised analysis of impediments to fair housing into its housing element.

(C) (i) The requirements of this paragraph shall apply to housing elements due to be revised pursuant to Section 65588 on or after January 1, 2021.

(ii) The assessment required pursuant to this paragraph shall be completed before the planning agency makes its first draft revision of a housing element available for public comment pursuant to subdivision (b) of Section 65585.

(D) (i) ~~The~~ *On or before December 31, 2026, the* department shall develop a standardized reporting format for programs and actions taken pursuant to this paragraph. The standardized reporting format shall enable the reporting of all of the assessment components listed in subparagraph (A) and, at a minimum, include all of the following fields:

(I) Timelines for implementation.

(II) Responsible party or parties.

(III) Resources committed from the local budget to affirmatively further fair housing.

(IV) Action areas.

(V) Potential impacts of the program.

(ii) A local government shall utilize the standardized report format developed pursuant to this subparagraph for the seventh and each subsequent revision of the housing element.

(d) (1) A local government may satisfy all or part of its requirement to identify a zone or zones suitable for the development of emergency shelters pursuant to paragraph (4) of subdivision (a) by adopting and implementing a multijurisdictional agreement, with a maximum of two other adjacent communities, that requires the participating jurisdictions to develop at least one year-round emergency shelter within two years of the beginning of the planning period.

(2) The agreement shall allocate a portion of the new shelter capacity to each jurisdiction as credit toward its emergency shelter need, and each jurisdiction shall describe how the capacity was allocated as part of its housing element.

(3) Each member jurisdiction of a multijurisdictional agreement shall describe in its housing element all of the following:

(A) How the joint facility will meet the jurisdiction's emergency shelter need.

(B) The jurisdiction's contribution to the facility for both the development and ongoing operation and management of the facility.

(C) The amount and source of the funding that the jurisdiction contributes to the facility.

1 (4) The aggregate capacity claimed by the participating
2 jurisdictions in their housing elements shall not exceed the actual
3 capacity of the shelter.

4 (e) Except as otherwise provided in this article, amendments to
5 this article that alter the required content of a housing element
6 shall apply to both of the following:

7 (1) A housing element or housing element amendment prepared
8 pursuant to subdivision (e) of Section 65588 or Section 65584.02,
9 when a city, county, or city and county submits a draft to the
10 department for review pursuant to Section 65585 more than 90
11 days after the effective date of the amendment to this section.

12 (2) Any housing element or housing element amendment
13 prepared pursuant to subdivision (e) of Section 65588 or Section
14 65584.02, when the city, county, or city and county fails to submit
15 the first draft to the department before the due date specified in
16 Section 65588 or 65584.02.

17 (f) The deadline for completing required rezoning pursuant to
18 subparagraph (A) of paragraph (1) of subdivision (c) shall be
19 extended by one year if the local government has completed the
20 rezoning at densities sufficient to accommodate at least 75 percent
21 of the units for lower income households and if the legislative
22 body at the conclusion of a public hearing determines, based upon
23 substantial evidence, that any of the following circumstances exists:

24 (1) The local government has been unable to complete the
25 rezoning because of the action or inaction beyond the control of
26 the local government of any other state, federal, or local agency.

27 (2) The local government is unable to complete the rezoning
28 because of infrastructure deficiencies due to fiscal or regulatory
29 constraints.

30 (3) The local government must undertake a major revision to
31 its general plan in order to accommodate the housing-related
32 policies of a sustainable communities strategy or an alternative
33 planning strategy adopted pursuant to Section 65080.

34 The resolution and the findings shall be transmitted to the
35 department together with a detailed budget and schedule for
36 preparation and adoption of the required rezonings, including plans
37 for citizen participation and expected interim action. The schedule
38 shall provide for adoption of the required rezoning within one year
39 of the adoption of the resolution.

(g) (1) If a local government fails to complete the rezoning by the deadline provided in subparagraph (A) of paragraph (1) of subdivision (c), as it may be extended pursuant to subdivision (f), except as provided in paragraph (2), a local government may not disapprove a housing development project, nor require a conditional use permit, planned unit development permit, or other locally imposed discretionary permit, or impose a condition that would render the project infeasible, if the housing development project, (A) is proposed to be located on a site required to be rezoned pursuant to the program action required by that subparagraph and, (B) complies with applicable, objective general plan and zoning standards and criteria, including design review standards, described in the program action required by that subparagraph. Any subdivision of sites shall be subject to the Subdivision Map Act (Division 2 (commencing with Section 66410)). Design review shall not constitute a “project” for purposes of Division 13 (commencing with Section 21000) of the Public Resources Code.

(2) A local government may disapprove a housing development described in paragraph (1) if it makes written findings supported by substantial evidence on the record that both of the following conditions exist:

(A) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(B) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

(3) The applicant or any interested person may bring an action to enforce this subdivision. If a court finds that the local agency disapproved a project or conditioned its approval in violation of this subdivision, the court shall issue an order or judgment compelling compliance within 60 days. The court shall retain

1 jurisdiction to ensure that its order or judgment is carried out. If
2 the court determines that its order or judgment has not been carried
3 out within 60 days, the court may issue further orders to ensure
4 that the purposes and policies of this subdivision are fulfilled. In
5 any such action, the city, county, or city and county shall bear the
6 burden of proof.

7 (4) For purposes of this subdivision, “housing development
8 project” means a project to construct residential units for which
9 the project developer provides sufficient legal commitments to the
10 appropriate local agency to ensure the continued availability and
11 use of at least 49 percent of the housing units for very low, low-,
12 and moderate-income households with an affordable housing cost
13 or affordable rent, as defined in Section 50052.5 or 50053 of the
14 Health and Safety Code, respectively, for the period required by
15 the applicable financing.

16 (h) An action to enforce the program actions of the housing
17 element shall be brought pursuant to Section 1085 of the Code of
18 Civil Procedure.

19 (i) Notwithstanding any other law, the otherwise applicable
20 timeframe set forth in paragraph (2) of subdivision (b) and
21 subdivision (d) of Section 21080.3.1 of the Public Resources Code,
22 and paragraph (3) of subdivision (d) of Section 21082.3 of the
23 Public Resources Code, for a Native American tribe to respond to
24 a lead agency and request consultation in writing is extended by
25 30 days for any housing development project application
26 determined or deemed to be complete on or after March 4, 2020,
27 and prior to December 31, 2021.

28 (j) On or after January 1, 2024, at the discretion of the
29 department, the analysis of government constraints pursuant to
30 paragraph (5) of subdivision (a) may include an analysis of
31 constraints upon the maintenance, improvement, or development
32 of housing for persons with a characteristic identified in subdivision
33 (b) of Section 51 of the Civil Code. The implementation of this
34 subdivision is contingent upon an appropriation by the Legislature
35 in the annual Budget Act or another statute for this purpose.

36 *SEC. 2. Section 65584 of the Government Code is amended to*
37 *read:*

38 65584. (a) (1) For the fourth and subsequent revisions of the
39 housing element pursuant to Section 65588, the department shall
40 determine the existing and projected need for housing for each

1 region pursuant to this article. For purposes of subdivision (a) of
2 Section 65583, the share of a city or county of the regional housing
3 need shall include that share of the housing need of persons at all
4 income levels within the area significantly affected by the general
5 plan of the city or county.

6 (2) It is the intent of the Legislature that cities, counties, and
7 cities and counties should undertake all necessary actions to
8 encourage, promote, and facilitate the development of housing to
9 accommodate the entire regional housing need, and reasonable
10 actions should be taken by local and regional governments to
11 ensure that future housing production meets, at a minimum, the
12 regional housing need established for planning purposes. These
13 actions shall include applicable reforms and incentives in Section
14 65582.1.

15 (3) The Legislature finds and declares that insufficient housing
16 in job centers hinders the state's environmental quality and runs
17 counter to the state's environmental goals. In particular, when
18 Californians seeking affordable housing are forced to drive longer
19 distances to work, an increased amount of greenhouse gases and
20 other pollutants are released and puts in jeopardy the achievement
21 of the state's climate goals, as established pursuant to Section
22 38566 of the Health and Safety Code, and clean air goals.

23 (b) The department, in consultation with each council of
24 governments, shall determine each region's existing and projected
25 housing need pursuant to Section 65584.01 at least ~~two years~~ 30
26 *months* prior to the scheduled revision required pursuant to Section
27 65588. The appropriate council of governments, or for cities and
28 counties without a council of governments, the department, shall
29 adopt a final regional housing need plan that allocates a share of
30 the regional housing need to each city, county, or city and county
31 at least one year prior to the scheduled revision for the region
32 required by Section 65588. The allocation plan prepared by a
33 council of governments shall be prepared pursuant to Sections
34 65584.04 and 65584.05.

35 (c) Notwithstanding any other provision of law, the due dates
36 for the determinations of the department or for the council of
37 governments, respectively, regarding the regional housing need
38 may be extended by the department by not more than 60 days if
39 the extension will enable access to more recent critical population
40 or housing data from a pending or recent release of the United

1 States Census Bureau or the Department of Finance. If the due
2 date for the determination of the department or the council of
3 governments is extended for this reason, the department shall
4 extend the corresponding housing element revision deadline
5 pursuant to Section 65588 by not more than 60 days.

6 (d) The regional housing needs allocation plan shall further all
7 of the following objectives:

8 (1) Increasing the housing supply and the mix of housing types,
9 tenure, and affordability in all cities and counties within the region
10 in an equitable manner, which shall result in each jurisdiction
11 receiving an allocation of units for low- and very low income
12 households. The regional housing needs allocation plan shall
13 allocate units for extremely low- and acutely low income
14 households in a manner that is roughly proportional to, and within
15 a range of 3 percent of, the housing need for very low income
16 households.

17 (2) Promoting infill development and socioeconomic equity,
18 the protection of environmental and agricultural resources, the
19 encouragement of efficient development patterns, and the
20 achievement of the region's greenhouse gas reductions targets
21 provided by the State Air Resources Board pursuant to Section
22 65080.

23 (3) Promoting an improved intraregional relationship between
24 jobs and housing, including an improved balance between the
25 number of low-wage jobs and the number of housing units
26 affordable to low-wage workers in each jurisdiction.

27 (4) Allocating a lower proportion of housing need to an income
28 category when a jurisdiction already has a disproportionately high
29 share of households in that income category, as compared to the
30 countywide distribution of households in that category from the
31 most recent American Community Survey.

32 (5) Affirmatively furthering fair housing.

33 (e) For purposes of this section, "affirmatively furthering fair
34 housing" means taking meaningful actions, in addition to
35 combating discrimination, that overcome patterns of segregation
36 and foster inclusive communities free from barriers that restrict
37 access to opportunity based on protected characteristics.
38 Specifically, affirmatively furthering fair housing means taking
39 meaningful actions that, taken together, address significant
40 disparities in housing needs and in access to opportunity, replacing

1 segregated living patterns with truly integrated and balanced living
2 patterns, transforming racially and ethnically concentrated areas
3 of poverty into areas of opportunity, and fostering and maintaining
4 compliance with civil rights and fair housing laws.

5 (f) (1) Subject to paragraph (2), for purposes of this section
6 with respect to revisions of the housing element through the sixth
7 revision, “household income levels” are as determined by the
8 department pursuant to the following code sections:

9 (A) Very low incomes, as defined by Section 50105 of the
10 Health and Safety Code.

11 (B) Lower incomes, as defined by Section 50079.5 of the Health
12 and Safety Code.

13 (C) Moderate incomes, as defined by Section 50093 of the
14 Health and Safety Code.

15 (D) Above moderate incomes are those exceeding the
16 moderate-income level of Section 50093 of the Health and Safety
17 Code.

18 (2) For purposes of this section with respect to the seventh and
19 subsequent revisions of the housing element, “household income
20 levels” are as determined by the department in accordance with
21 the definitions of acutely low, extremely low, very low, low,
22 moderate, and above moderate income in Section 65582.

23 (g) Notwithstanding any other provision of law, determinations
24 made by the department, a council of governments, or a city or
25 county pursuant to this section or Section 65584.01, 65584.02,
26 65584.03, 65584.04, 65584.05, 65584.06, 65584.07, or 65584.08
27 are exempt from the California Environmental Quality Act
28 (Division 13 (commencing with Section 21000) of the Public
29 Resources Code).

30 *SEC. 3. Section 65584.01 of the Government Code is amended*
31 *to read:*

32 65584.01. For the fourth and subsequent revision of the housing
33 element pursuant to Section 65588, the department, in consultation
34 with each council of governments, where applicable, shall
35 determine the existing and projected need for housing for each
36 region in the following manner:

37 (a) The department’s determination shall be based upon
38 population projections produced by the Department of Finance
39 and regional population forecasts used in preparing regional
40 transportation plans, in consultation with each council of

1 governments. If the total regional population forecast for the
2 projection year, developed by the council of governments and used
3 for the preparation of the regional transportation plan, is within a
4 range of 1.5 percent of the total regional population forecast for
5 the projection year by the Department of Finance, then the
6 population forecast developed by the council of governments shall
7 be the basis from which the department determines the existing
8 and projected need for housing in the region. If the difference
9 between the total population projected by the council of
10 governments and the total population projected for the region by
11 the Department of Finance is greater than 1.5 percent, then the
12 department and the council of governments shall meet to discuss
13 variances in methodology used for population projections and seek
14 agreement on a population projection for the region to be used as
15 a basis for determining the existing and projected housing need
16 for the region. If agreement is not reached, then the population
17 projection for the region shall be the population projection for the
18 region prepared by the Department of Finance as may be modified
19 by the department as a result of discussions with the council of
20 governments.

21 (b) (1) At least ~~26~~ 32 months prior to the scheduled revision
22 pursuant to Section 65588 and prior to developing the existing and
23 projected housing need for a region, the department shall meet and
24 consult with the council of governments regarding the assumptions
25 and methodology to be used by the department to determine the
26 region's housing needs. The council of governments shall provide
27 data assumptions from the council's projections, including, if
28 available, the following data for the region:

29 (A) Anticipated household growth associated with projected
30 population increases.

31 (B) Household size data and trends in household size.

32 (C) The percentage of households that are overcrowded and the
33 overcrowding rate for a comparable housing market. For purposes
34 of this subparagraph:

35 (i) The term "overcrowded" means more than one resident per
36 room in each room in a dwelling.

37 (ii) The term "overcrowded rate for a comparable housing
38 market" means that the overcrowding rate is no more than the
39 average overcrowding rate in comparable regions throughout the
40 nation, as determined by the council of governments.

1 (D) The rate of household formation, or headship rates, based
2 on age, gender, ethnicity, or other established demographic
3 measures.

4 (E) The vacancy rates in existing housing stock, and the vacancy
5 rates for healthy housing market functioning and regional mobility,
6 as well as housing replacement needs. For purposes of this
7 subparagraph, the vacancy rate for a healthy rental housing market
8 shall be considered no less than 5 percent.

9 (F) Other characteristics of the composition of the projected
10 population.

11 (G) The relationship between jobs and housing, including any
12 imbalance between jobs and housing.

13 (H) The percentage of households that are cost burdened and
14 the rate of housing cost burden for a healthy housing market. For
15 the purposes of this subparagraph:

16 (i) The term “cost burdened” means the share of very low, low-,
17 moderate-, and above moderate-income households that are paying
18 more than 30 percent of household income on housing costs.

19 (ii) The term “rate of housing cost burden for a healthy housing
20 market” means that the rate of households that are cost burdened
21 is no more than the average rate of households that are cost
22 burdened in comparable regions throughout the nation, as
23 determined by the council of governments.

24 (I) The loss of units during a state of emergency that was
25 declared by the Governor pursuant to the California Emergency
26 Services Act (Chapter 7 (commencing with Section 8550) of
27 Division 1 of Title 2), during the planning period immediately
28 preceding the relevant revision pursuant to Section 65588 that
29 have yet to be rebuilt or replaced at the time of the data request.

30 (J) The housing needs of individuals and families experiencing
31 homelessness.

32 (i) The data utilized by the council of governments shall align
33 with homelessness data best practices as determined by the
34 department.

35 (ii) Sources of homelessness data may include the Homeless
36 Data Integration System administered by the Interagency Council
37 on Homelessness, the homeless point-in-time count, or other
38 sources deemed appropriate by the department.

39 (2) The department may accept or reject the information
40 provided by the council of governments or modify its own

1 assumptions or methodology based on this information. After
2 consultation with the council of governments, the department shall
3 make determinations in writing on the assumptions for each of the
4 factors listed in subparagraphs (A) to (I), inclusive, of paragraph
5 (1) and the methodology it shall use and shall provide these
6 determinations to the council of governments. The methodology
7 submitted by the department may make adjustments based on the
8 region's total projected households, which includes existing
9 households as well as projected households.

10 (c) (1) After consultation with the council of governments, the
11 department shall make a determination of the region's existing
12 and projected housing need based upon the assumptions and
13 methodology determined pursuant to subdivision (b). The region's
14 existing and projected housing need shall reflect the achievement
15 of a feasible balance between jobs and housing within the region
16 using the regional employment projections in the applicable
17 regional transportation plan. Within 30 days following notice of
18 the determination from the department, the council of governments
19 may file an objection to the department's determination of the
20 region's existing and projected housing need with the department.

21 (2) The objection shall be based on and substantiate either of
22 the following:

23 (A) The department failed to base its determination on the
24 population projection for the region established pursuant to
25 subdivision (a), and shall identify the population projection which
26 the council of governments believes should instead be used for the
27 determination and explain the basis for its rationale.

28 (B) The regional housing need determined by the department
29 is not a reasonable application of the methodology and assumptions
30 determined pursuant to subdivision (b). The objection shall include
31 a proposed alternative determination of its regional housing need
32 based upon the determinations made in subdivision (b), including
33 analysis of why the proposed alternative would be a more
34 reasonable application of the methodology and assumptions
35 determined pursuant to subdivision (b).

36 (3) If a council of governments files an objection pursuant to
37 this subdivision and includes with the objection a proposed
38 alternative determination of its regional housing need, it shall also
39 include documentation of its basis for the alternative determination.
40 Within 45 days of receiving an objection filed pursuant to this

1 section, the department shall consider the objection and make a
2 final written determination of the region's existing and projected
3 housing need that includes an explanation of the information upon
4 which the determination was made.

5 (4) In regions in which the department is required to distribute
6 the regional housing need pursuant to Section 65584.06, no city
7 or county may file an objection to the regional housing need
8 determination.

9 (d) Statutory changes enacted after the date the department
10 issued a final determination pursuant to this section shall not be a
11 basis for a revision of the final determination.

12 *SEC. 4. Section 65584.04 of the Government Code is amended*
13 *to read:*

14 65584.04. (a) At least two *and one-half* years before a
15 scheduled revision required by Section 65588, each council of
16 governments, or delegate subregion as applicable, shall develop,
17 in consultation with the department, a proposed methodology for
18 distributing the existing and projected regional housing need to
19 cities, counties, and cities and counties within the region or within
20 the subregion, where applicable pursuant to this section. The
21 methodology shall further the objectives listed in subdivision (d)
22 of Section 65584.

23 (b) (1) No more than six months before the development of a
24 proposed methodology for distributing the existing and projected
25 housing need, each council of governments shall survey each of
26 its member jurisdictions to request, at a minimum, information
27 regarding the factors listed in subdivision (e) that will allow the
28 development of a methodology based upon the factors established
29 in subdivision (e).

30 (2) With respect to the objective in paragraph (5) of subdivision
31 (d) of Section 65584, the survey shall review and compile
32 information that will allow the development of a methodology
33 based upon the issues, strategies, and actions that are included, as
34 available, in an Analysis of Impediments to Fair Housing Choice
35 or an Assessment of Fair Housing completed by any city or county
36 or the department that covers communities within the area served
37 by the council of governments, and in housing elements adopted
38 pursuant to this article by cities and counties within the area served
39 by the council of governments.

1 (3) The council of governments shall seek to obtain the
2 information in a manner and format that is comparable throughout
3 the region and utilize readily available data to the extent possible.

4 (4) The information provided by a local government pursuant
5 to this section shall be used, to the extent possible, by the council
6 of governments, or delegate subregion as applicable, as source
7 information for the methodology developed pursuant to this section.

8 The survey shall state that none of the information received may
9 be used as a basis for reducing the total housing need established
10 for the region pursuant to Section 65584.01.

11 (5) If the council of governments fails to conduct a survey
12 pursuant to this subdivision, a city, county, or city and county may
13 submit information related to the items listed in subdivision (e)
14 before the public comment period provided for in subdivision (d).

15 (c) The council of governments shall electronically report the
16 results of the survey of fair housing issues, strategies, and actions
17 compiled pursuant to paragraph (2) of subdivision (b). The report
18 shall describe common themes and effective strategies employed
19 by cities and counties within the area served by the council of
20 governments, including common themes and effective strategies
21 around avoiding the displacement of lower income households.
22 The council of governments shall also identify significant barriers
23 to affirmatively furthering fair housing at the regional level and
24 may recommend strategies or actions to overcome those barriers.
25 A council of governments or metropolitan planning organization,
26 as appropriate, may use this information for any other purpose,
27 including publication within a regional transportation plan adopted
28 pursuant to Section 65080 or to inform the land use assumptions
29 that are applied in the development of a regional transportation
30 plan.

31 (d) Public participation and access shall be required in the
32 development of the methodology and in the process of drafting
33 and adoption of the allocation of the regional housing needs.
34 Participation by organizations other than local jurisdictions and
35 councils of governments shall be solicited in a diligent effort to
36 achieve public participation of all economic segments of the
37 community as well as members of protected classes under Section
38 12955 and households with special housing needs under paragraph
39 (7) of subdivision (a) of Section 65583. The proposed
40 methodology, along with any relevant underlying data and

1 assumptions, an explanation of how information about local
2 government conditions gathered pursuant to subdivision (b) has
3 been used to develop the proposed methodology, how each of the
4 factors listed in subdivision (e) is incorporated into the
5 methodology, and how the proposed methodology furthers the
6 objectives listed in subdivision (d) of Section 65584, shall be
7 distributed to all cities, counties, any subregions, and members of
8 the public who have made a written or electronic request for the
9 proposed methodology and published on the council of
10 governments', or delegate subregion's, internet website. The
11 council of governments, or delegate subregion, as applicable, shall
12 conduct at least one public hearing to receive oral and written
13 comments on the proposed methodology.

14 (e) To the extent that sufficient data is available from local
15 governments pursuant to subdivision (b) or other sources, each
16 council of governments, or delegate subregion as applicable, shall
17 consider including the following factors in developing the
18 methodology that allocates regional housing needs:

19 (1) Each member jurisdiction's existing and projected jobs and
20 housing relationship. This shall include an estimate based on
21 readily available data on the number of low-wage jobs within the
22 jurisdiction and how many housing units within the jurisdiction
23 are affordable to low-wage workers as well as an estimate based
24 on readily available data, of projected job growth and projected
25 household growth by income level within each member jurisdiction
26 during the planning period.

27 (2) The opportunities and constraints to development of
28 additional housing in each member jurisdiction, including all of
29 the following:

30 (A) Lack of capacity for sewer or water service due to federal
31 or state laws, regulations or regulatory actions, or supply and
32 distribution decisions made by a sewer or water service provider
33 other than the local jurisdiction that preclude the jurisdiction from
34 providing necessary infrastructure for additional development
35 during the planning period.

36 (B) The availability of land suitable for urban development or
37 for conversion to residential use, the availability of underutilized
38 land, and opportunities for infill development and increased
39 residential densities. The council of governments may not limit
40 its consideration of suitable housing sites or land suitable for urban

1 development to existing zoning ordinances and land use restrictions
2 of a locality, but shall consider the potential for increased
3 residential development under alternative zoning ordinances and
4 land use restrictions. The determination of available land suitable
5 for urban development may exclude lands where the Federal
6 Emergency Management Agency (FEMA) or the Department of
7 Water Resources has determined that the flood management
8 infrastructure designed to protect that land is not adequate to avoid
9 the risk of flooding.

10 (C) Lands preserved or protected from urban development under
11 existing federal or state programs, or both, designed to protect
12 open space, farmland, environmental habitats, and natural resources
13 on a long-term basis, including land zoned or designated for
14 agricultural protection or preservation that is subject to a local
15 ballot measure that was approved by the voters of that jurisdiction
16 that prohibits or restricts conversion to nonagricultural uses.

17 (D) County policies to preserve prime agricultural land, as
18 defined pursuant to Section 56064, within an unincorporated area
19 and land within an unincorporated area zoned or designated for
20 agricultural protection or preservation that is subject to a local
21 ballot measure that was approved by the voters of that jurisdiction
22 that prohibits or restricts its conversion to nonagricultural uses.

23 (E) Emergency evacuation route capacity, wildfire risk, sea
24 level rise, and other impacts caused by climate change.

25 (3) The distribution of household growth assumed for purposes
26 of a comparable period of regional transportation plans and
27 opportunities to maximize the use of public transportation and
28 existing transportation infrastructure.

29 (4) Agreements between a county and cities in a county to direct
30 growth toward incorporated areas of the county and land within
31 an unincorporated area zoned or designated for agricultural
32 protection or preservation that is subject to a local ballot measure
33 that was approved by the voters of the jurisdiction that prohibits
34 or restricts conversion to nonagricultural uses.

35 (5) The loss of units contained in assisted housing developments,
36 as defined in paragraph (9) of subdivision (a) of Section 65583,
37 that changed to non-low-income use through mortgage prepayment,
38 subsidy contract expirations, or termination of use restrictions.

39 (6) The percentage of existing households at each of the income
40 levels listed in subdivision (f) of Section 65584 that are paying

1 more than 30 percent and more than 50 percent of their income in
2 rent.

3 (7) The rate of overcrowding.

4 (8) The housing needs of farmworkers.

5 (9) The housing needs generated by the presence of a private
6 university or a campus of the California State University or the
7 University of California within any member jurisdiction.

8 (10) The housing needs of individuals and families experiencing
9 homelessness. If a council of governments has surveyed each of
10 its member jurisdictions pursuant to subdivision (b) on or before
11 January 1, 2020, this paragraph shall apply only to the development
12 of methodologies for the seventh and subsequent revisions of the
13 housing element.

14 (11) The loss of units during a state of emergency that was
15 declared by the Governor pursuant to the California Emergency
16 Services Act (Chapter 7 (commencing with Section 8550) of
17 Division 1 of Title 2), during the planning period immediately
18 preceding the relevant revision pursuant to Section 65588 that
19 have yet to be rebuilt or replaced at the time of the analysis.

20 (12) The region's greenhouse gas emissions targets provided
21 by the State Air Resources Board pursuant to Section 65080.

22 (13) Any other factors adopted by the council of governments,
23 that further the objectives listed in subdivision (d) of Section
24 65584, provided that the council of governments specifies which
25 of the objectives each additional factor is necessary to further. The
26 council of governments may include additional factors unrelated
27 to furthering the objectives listed in subdivision (d) of Section
28 65584 so long as the additional factors do not undermine the
29 objectives listed in subdivision (d) of Section 65584 and are applied
30 equally across all household income levels as described in
31 subdivision (f) of Section 65584 and the council of governments
32 makes a finding that the factor is necessary to address significant
33 health and safety conditions.

34 (f) The council of governments, or delegate subregion, as
35 applicable, shall explain in writing how each of the factors
36 described in subdivision (e) was incorporated into the methodology
37 and how the methodology furthers the objectives listed in
38 subdivision (d) of Section 65584. The methodology may include
39 numerical weighting. This information, and any other supporting
40 materials used in determining the methodology, shall be posted

1 on the council of governments', or delegate subregion's, internet
2 website.

3 (g) The following criteria shall not be a justification for a
4 determination or a reduction in a jurisdiction's share of the regional
5 housing need:

6 (1) Any ordinance, policy, voter-approved measure, or standard
7 of a city or county that directly or indirectly limits the number of
8 residential building permits issued by a city or county.

9 (2) Prior underproduction of housing in a city or county from
10 the previous regional housing need allocation, as determined by
11 each jurisdiction's annual production report submitted pursuant
12 to subparagraph (H) of paragraph (2) of subdivision (a) of Section
13 65400.

14 (3) Stable population numbers in a city or county from the
15 previous regional housing needs cycle.

16 (h) Following the conclusion of the public comment period
17 described in subdivision (d) on the proposed allocation
18 methodology, and after making any revisions deemed appropriate
19 by the council of governments, or delegate subregion, as applicable,
20 as a result of comments received during the public comment period,
21 and as a result of consultation with the department, each council
22 of governments, or delegate subregion, as applicable, shall publish
23 a draft allocation methodology on its internet website and submit
24 the draft allocation methodology, along with the information
25 required pursuant to subdivision (e), to the department.

26 (i) Within 60 days, the department shall review the draft
27 allocation methodology and report its written findings to the
28 council of governments, or delegate subregion, as applicable. In
29 its written findings the department shall determine whether the
30 methodology furthers the objectives listed in subdivision (d) of
31 Section 65584. If the department determines that the methodology
32 is not consistent with subdivision (d) of Section 65584, the council
33 of governments, or delegate subregion, as applicable, shall take
34 one of the following actions:

35 (1) Revise the methodology to further the objectives listed in
36 subdivision (d) of Section 65584 and adopt a final regional, or
37 subregional, housing need allocation methodology.

38 (2) Adopt the regional, or subregional, housing need allocation
39 methodology without revisions and include within its resolution
40 of adoption findings, supported by substantial evidence, as to why

1 the council of governments, or delegate subregion, believes that
2 the methodology furthers the objectives listed in subdivision (d)
3 of Section 65584 despite the findings of the department.

4 (j) If the department's findings are not available within the time
5 limits set by subdivision (i), the council of governments, or delegate
6 subregion, may act without them.

7 (k) Upon either action pursuant to subdivision (i), the council
8 of governments, or delegate subregion, shall provide notice of the
9 adoption of the methodology to the jurisdictions within the region,
10 or delegate subregion, as applicable, and to the department, and
11 shall publish the adopted allocation methodology, along with its
12 resolution and any adopted written findings, on its internet website.

13 (l) The department may, within 45 days, review the adopted
14 methodology and report its findings to the council of governments,
15 or delegate subregion.

16 (m) (1) It is the intent of the Legislature that housing planning
17 be coordinated and integrated with the regional transportation plan.
18 To achieve this goal, the allocation plan shall allocate housing
19 units within the region consistent with the development pattern
20 included in the sustainable communities strategy.

21 (2) (A) The final allocation plan shall ensure that the total
22 regional housing need, by income category, as determined under
23 Section 65584, is maintained, and that each jurisdiction in the
24 region receive an allocation of units for low- and very low income
25 households.

26 (B) For the seventh and subsequent revisions of the housing
27 element, the allocation to each region required under subparagraph
28 (A) shall also include an allocation of units for acutely low and
29 extremely low income households.

30 (3) The resolution approving the final housing need allocation
31 plan shall demonstrate that the plan is consistent with the
32 sustainable communities strategy in the regional transportation
33 plan and furthers the objectives listed in subdivision (d) of Section
34 65584.

35 (n) This section shall become operative on January 1, 2025.

36 (o) *For the seventh housing element cycle, the changes to this*
37 *section made by the act adding this subdivision shall not apply to*
38 *councils of governments with a housing element revision due date*
39 *during the 2027 calendar year.*

SEC. 5. Section 65584.05 of the Government Code is amended to read:

65584.05. (a) At least ~~one and one-half~~ two years before the scheduled revision required by Section 65588, each council of governments and delegate subregion, as applicable, shall distribute a draft allocation of regional housing needs to each local government in the region or subregion, where applicable, and the department, based on the methodology adopted pursuant to Section 65584.04 and shall publish the draft allocation on its internet website. The council of governments may additionally distribute the draft allocation plan upon adoption of the final methodology reviewed and accepted by the department pursuant to paragraph (2) of subdivision (i) of Section 65584.04. The draft allocation shall include the underlying data and methodology on which the allocation is based, and a statement as to how it furthers the objectives listed in subdivision (d) of Section 65584. It is the intent of the Legislature that the draft allocation should be distributed before the completion of the update of the applicable regional transportation plan. The draft allocation shall distribute to localities and subregions, if any, within the region the entire regional housing need determined pursuant to Section 65584.01 or within subregions, as applicable, the subregion's entire share of the regional housing need determined pursuant to Section 65584.03.

(b) Within 30 days following receipt of the draft allocation, a local government within the region or the delegate subregion, as applicable, or the department may appeal to the council of governments or the delegate subregion for a revision of the share of the regional housing need proposed to be allocated to one or more local governments. Appeals shall be based upon comparable data available for all affected jurisdictions and accepted planning methodology, and supported by adequate documentation, and shall include a statement as to why the revision is necessary to further the intent of the objectives listed in subdivision (d) of Section 65584. An appeal pursuant to this subdivision shall be consistent with, and not to the detriment of, the development pattern in an applicable sustainable communities strategy developed pursuant to paragraph (2) of subdivision (b) of Section 65080. Appeals shall be limited to any of the following circumstances:

1 (1) The council of governments or delegate subregion, as
2 applicable, failed to adequately consider the information submitted
3 pursuant to subdivision (b) of Section 65584.04.

4 (2) The council of governments or delegate subregion, as
5 applicable, failed to determine the share of the regional housing
6 need in accordance with the information described in, and the
7 methodology established pursuant to, Section 65584.04, and in a
8 manner that furthers, and does not undermine, the intent of the
9 objectives listed in subdivision (d) of Section 65584.

10 (3) A significant and unforeseen change in circumstances has
11 occurred in the local jurisdiction or jurisdictions that merits a
12 revision of the information submitted pursuant to subdivision (b)
13 of Section 65584.04. Appeals on this basis shall only be made by
14 the jurisdiction or jurisdictions where the change in circumstances
15 has occurred.

16 (c) At the close of the period for filing appeals pursuant to
17 subdivision (b), the council of governments or delegate subregion,
18 as applicable, shall notify all other local governments within the
19 region or delegate subregion and the department of all appeals and
20 shall make all materials submitted in support of each appeal
21 available on a publicly available internet website. Local
22 governments and the department may, within 45 days, comment
23 on one or more appeals. If no appeals are filed, the draft allocation
24 may be adopted pursuant to subdivision (g).

25 (d) No later than 30 days after the close of the comment period,
26 and after providing all local governments within the region or
27 delegate subregion, as applicable, at least 10 days prior notice, the
28 council of governments or delegate subregion shall conduct one
29 public hearing to consider all appeals filed pursuant to subdivision
30 (b) and all comments received pursuant to subdivision (c).

31 (e) No later than 45 days after the public hearing pursuant to
32 subdivision (d), the council of governments or delegate subregion,
33 as applicable, shall do all of the following:

34 (1) Make a final determination that either accepts, rejects, or
35 modifies each appeal for a revised share filed pursuant to
36 subdivision (b). Final determinations shall be based upon the
37 information and methodology described in Section 65584.04 and
38 whether the revision is necessary to further the objectives listed
39 in subdivision (d) of Section 65584. The final determination shall
40 be in writing and shall include written findings as to how the

1 determination is consistent with this article. The final determination
2 on an appeal may require the council of governments or delegate
3 subregion, as applicable, to adjust the share of the regional housing
4 need allocated to one or more local governments that are not the
5 subject of an appeal.

6 (2) Issue a proposed final allocation plan.

7 (3) Submit the proposed final allocation plan to the department.

8 (4) Set a date for a public hearing to adopt a final allocation
9 plan pursuant to subdivision (g).

10 (f) In the proposed final allocation plan, the council of
11 governments or delegate subregion, as applicable, shall adjust
12 allocations to local governments based upon the results of the
13 appeals process. If the adjustments total 7 percent or less of the
14 regional housing need determined pursuant to Section 65584.01,
15 or, as applicable, total 7 percent or less of the subregion's share
16 of the regional housing need as determined pursuant to Section
17 65584.03, then the council of governments or delegate subregion,
18 as applicable, shall distribute the adjustments proportionally to all
19 local governments. If the adjustments total more than 7 percent of
20 the regional housing need, then the council of governments or
21 delegate subregion, as applicable, shall develop a methodology to
22 distribute the amount greater than the 7 percent to local
23 governments. The total distribution of housing need shall not equal
24 less than the regional housing need, as determined pursuant to
25 Section 65584.01, nor shall the subregional distribution of housing
26 need equal less than its share of the regional housing need as
27 determined pursuant to Section 65584.03.

28 (g) Within 45 days after the issuance of the proposed final
29 allocation plan by the council of governments and each delegate
30 subregion, as applicable, the council of governments shall hold a
31 public hearing to adopt a final allocation plan. To the extent that
32 the final allocation plan fully allocates the regional share of
33 statewide housing need, as determined pursuant to Section
34 65584.01 and has taken into account all appeals, the council of
35 governments shall have final authority to determine the distribution
36 of the region's existing and projected housing need as determined
37 pursuant to Section 65584.01. The council of governments shall
38 submit its final allocation plan to the department within three days
39 of adoption. Within 15 days after the department's receipt of the
40 final allocation plan adopted by the council of governments, the

1 department shall determine if the final allocation plan is consistent
2 with the existing and projected housing need for the region, as
3 determined pursuant to Section 65584.01. The department may
4 revise the determination of the council of governments if necessary
5 to obtain this consistency.

6 (h) Any authority of the council of governments to review and
7 revise the share of a city or county of the regional housing need
8 under this section shall not constitute authority to revise, approve,
9 or disapprove the manner in which the share of the city or county
10 of the regional housing need is implemented through its housing
11 program.

12 (i) Any time period in subdivision (d) or (e) may be extended
13 by a council of governments or delegate subregion, as applicable,
14 for up to 30 days. Any time period in subdivision (b), (c), (d), (e),
15 or (g) may be reduced by a council of governments or delegate
16 subregion, as applicable, to facilitate earlier adoption of the final
17 allocation plan. No time period shall be reduced to fewer than a
18 minimum of 10 days.

19 (j) The San Diego Association of Governments may follow the
20 process in this section for the draft and final allocation plan for
21 the sixth revision of the housing element notwithstanding such
22 actions being carried out before the adoption of an updated regional
23 transportation plan and sustainable communities strategy.

24 (k) *For the seventh housing element cycle, the changes to this*
25 *section made by the act adding this subdivision shall not apply to*
26 *councils of governments with a housing element revision due date*
27 *during the 2027 calendar year.*

28 SEC. 6. *Section 65585 of the Government Code is amended to*
29 *read:*

30 65585. (a) In the preparation of its housing element, each city
31 and county shall consider the guidelines adopted by the department
32 pursuant to Section 50459 of the Health and Safety Code. Those
33 guidelines shall be advisory to each city or county in the
34 preparation of its housing element.

35 (b) (1) (A) At least 90 days prior to adoption of a revision of
36 its housing element pursuant to subdivision (e) of Section 65588,
37 or at least 60 days prior to the adoption of a subsequent amendment
38 to this element, the planning agency shall submit a draft element
39 revision or draft amendment to the department. The local
40 government of the planning agency shall make the first draft

1 revision of a housing element available for public comment for at
2 least 30 days and, if any comments are received, the local
3 government shall take at least 10 business days after the 30-day
4 public comment period to consider and incorporate public
5 comments into the draft revision prior to submitting it to the
6 department. For any subsequent draft revision, the local
7 government shall post the draft revision on its internet website and
8 shall email a link to the draft revision to all individuals and
9 organizations that have previously requested notices relating to
10 the local government's housing element at least seven days before
11 submitting the draft revision to the department.

12 (B) The planning agency staff shall collect and compile the
13 public comments regarding the housing element received by the
14 city, county, or city and county and provide these comments to
15 each member of the legislative body before it adopts the housing
16 element.

17 (C) The department shall review the draft and report its written
18 findings to the planning agency within 90 days of its receipt of the
19 first draft submittal for each housing element revision pursuant to
20 subdivision (e) of Section 65588 or within 60 days of its receipt
21 of a subsequent draft amendment or an adopted revision or adopted
22 amendment to an element. The department shall not review the
23 first draft submitted for each housing element revision pursuant
24 to subdivision (e) of Section 65588 until the local government has
25 made the draft available for public comment for at least 30 days
26 and, if comments were received, has taken at least 10 business
27 days to consider and incorporate public comments pursuant to
28 paragraph (1).

29 (2) (A) At least 90 days prior to the initial adoption of a revision
30 of its housing element pursuant to subdivision (e) of Section 65588,
31 and at least 7 days prior to any subsequent adoption submittal if
32 changes have occurred to the inventory of sites, a local government
33 shall do both of the following:

34 (i) Make a draft of its inventory of sites required pursuant to
35 paragraph (3) of subdivision (a) of Section 65583 available to the
36 department and the public and post the draft inventory on its
37 internet website.

38 (ii) Send an email to all individuals and organizations that have
39 previously requested notices notifying them that the inventory has

1 been updated that includes a link to the draft inventory on its
2 website.

3 (B) The requirements of this paragraph shall apply to the seventh
4 and each subsequent revision of the housing element.

5 (c) In the preparation of its findings, the department may consult
6 with any public agency, group, or person. The department shall
7 receive and consider any written comments from any public
8 agency, group, or person regarding the draft or adopted element
9 or amendment under review.

10 (d) In its written findings, the department shall determine
11 whether the draft element or draft amendment substantially
12 complies with this article. *If the department finds that the draft*
13 *element or draft amendment does not substantially comply with*
14 *this article, the department shall in a written communication to*
15 *the planning agency do both of the following:*

16 (1) *Identify and explain the specific deficiencies in the draft*
17 *element or draft amendment, including a reference to each*
18 *subdivision of Section 65583 that the draft element or draft*
19 *amendment does not comply with.*

20 (2) *Provide the specific analysis or text that the department*
21 *expects the planning agency to include in the draft element or draft*
22 *amendment to remedy the deficiencies identified in paragraph (1).*

23 (e) Prior to the adoption of its draft element or draft amendment,
24 the legislative body shall consider the findings ~~made~~ made, and
25 the specific analysis or text required, by the department. If the
26 department's findings are not available within the time limits set
27 by this section, the legislative body may act without them.

28 (f) If the department finds that the draft element or draft
29 amendment does not substantially comply with this article, the
30 legislative body shall take one of the following actions:

31 (1) (A) ~~Change~~ *Include the specific analysis or text in the draft*
32 *element or draft amendment to substantially comply with this*
33 ~~article.~~ *article, as required by the department pursuant to*
34 *subdivision (d).*

35 (B) Any change to a draft element or draft amendment pursuant
36 to subparagraph (A) shall be completed in accordance with
37 subdivision (b). This subparagraph does not constitute a change
38 in, but is declaratory of, existing law.

39 (C) *Notwithstanding Section 65589.5, a jurisdiction shall not*
40 *be required to approve a builder's remedy project, as defined in*

paragraph (11) of subdivision (h) of Section 65889.5, within the planning agency's jurisdiction during either of the following periods:

(i) The duration of the department's review of a draft element or draft amendment revised pursuant to this paragraph.

(ii) Ninety days from the date the department notifies the planning agency of additional deficiencies not previously identified by the department in response to the prior submission of the draft element or draft amendment.

(2) Adopt the draft element or draft amendment without changes. ~~the specific analysis or text required by the department pursuant to subdivision (d).~~ The legislative body shall include in its resolution of adoption written findings that explain the reasons the legislative body believes that the draft element or draft amendment substantially complies with this article despite the findings ~~of of, and specific analysis or text required by,~~ the department.

(g) (1) Promptly following the adoption of its element or amendment, the planning agency shall submit a copy of the adopted element or amendment and any findings made pursuant to paragraph (2) of subdivision (f) to the department.

(2) This subdivision shall not be construed to excuse a legislative body from complying with subdivision (f). This paragraph does not constitute a change in, but is declaratory of, existing law.

(h) The department shall, within 60 days, review adopted housing elements or amendments and any findings pursuant to paragraph (2) of subdivision (f), make a finding as to whether the adopted element or amendment is in substantial compliance with this article, and report its findings to the planning agency. *If the department finds that the adopted element or amendment is not in substantial compliance with this article, the department shall identify each subdivision of Section 65583 that the housing element does not substantially comply with and provide the specific analysis or text to the planning agency that, if adopted, would bring the housing element or amendment into substantial compliance.*

(i) (1) (A) The department shall review any action or failure to act by the city, county, or city and county that it determines is inconsistent with an adopted housing element or Section 65583, including any failure to implement any program actions included in the housing element pursuant to Section 65583. The department shall issue written findings to the city, county, or city and county

1 as to whether the action or failure to act substantially complies
2 with this article, and provide a reasonable time no longer than 30
3 days for the city, county, or city and county to respond to the
4 findings before taking any other action authorized by this section,
5 including the action authorized by subparagraph (C).

6 (B) If the department finds that the city's, county's, or city and
7 county's action or failure to act does not substantially comply with
8 its adopted housing element or its obligations pursuant to Section
9 65583, there shall be a rebuttable presumption of invalidity in any
10 legal action challenging that action or failure to act.

11 (C) If the department finds that the action or failure to act by
12 the city, county, or city and county does not substantially comply
13 with this article, and if it has issued findings pursuant to this section
14 that an amendment to the housing element substantially complies
15 with this article, the department may revoke its findings until it
16 determines that the city, county, or city and county has come into
17 compliance with this article.

18 (2) The department may consult with any local government,
19 public agency, group, or person, and shall receive and consider
20 any written comments from any public agency, group, or person,
21 regarding the action or failure to act by the city, county, or city
22 and county described in paragraph (1), in determining whether the
23 housing element substantially complies with this article.

24 (j) The department shall notify the city, county, or city and
25 county and may notify the office of the Attorney General that the
26 city, county, or city and county is in violation of state law if the
27 department finds that the housing element or an amendment to this
28 element, or any action or failure to act described in subdivision
29 (i), (j), does not substantially comply with this article or that any
30 local government has taken an action in violation of the following:

- 31 (1) Housing Accountability Act (Section 65589.5).
- 32 (2) Section 65863.
- 33 (3) Chapter 4.3 (commencing with Section 65915).
- 34 (4) Section 65008.
- 35 (5) Housing Crisis Act of 2019 (Chapter 654, Statutes of 2019,
36 Sections 65941.1, 65943, and 66300).
- 37 (6) Section 8899.50.
- 38 (7) Section 65913.4.
- 39 (8) Article 11 (commencing with Section 65650).
- 40 (9) Article 12 (commencing with Section 65660).

- 1 (10) Section 65913.11.
- 2 (11) Section 65400.
- 3 (12) Section 65863.2.
- 4 (13) Chapter 4.1 (commencing with Section 65912.100).
- 5 (14) Section 65905.5.
- 6 (15) Chapter 13 (commencing with Section 66310).
- 7 (16) Section 65852.21.
- 8 (17) Section 65852.24.
- 9 (18) Section 66411.7.
- 10 (19) Section 65913.16.
- 11 (20) Article 2 (commencing with Section 66300.5) of Chapter
- 12 12.
- 13 (21) Section 65852.28.
- 14 (22) Section 65913.4.5.
- 15 (23) Section 66499.41.
- 16 (24) Homeless Housing, Assistance, and Prevention program
- 17 (Chapter 6 (commencing with Section 50216) and Chapter 6.5
- 18 (commencing with Section 50230) of Part 1 of Division 31 of the
- 19 Health and Safety Code).
- 20 (25) Encampment Resolution Funding program (Chapter 7
- 21 (commencing with Section 50250) of Part 1 of Division 31 of the
- 22 Health and Safety Code).
- 23 (26) Family Homelessness Challenge Grants and Technical
- 24 Assistance Program (Chapter 8 (commencing with Section 50255)
- 25 of Part 1 of Division 31 of the Health and Safety Code).
- 26 (27) (A) Article 11.5 (commencing with Section 65658).
- 27 (B) This paragraph shall become operative only if Assembly
- 28 Bill 3068 of the 2023–24 Regular Session of the Legislature is
- 29 enacted and takes effect on or before January 1, 2025.
- 30 (k) Commencing July 1, 2019, prior to the Attorney General
- 31 bringing any suit for a violation of the provisions identified in
- 32 subdivision (j) related to housing element compliance and seeking
- 33 remedies available pursuant to this subdivision, the department
- 34 shall offer the jurisdiction the opportunity for two meetings in
- 35 person or via telephone to discuss the violation, and shall provide
- 36 the jurisdiction written findings regarding the violation. This
- 37 paragraph does not affect any action filed prior to the effective
- 38 date of this section. The requirements set forth in this subdivision
- 39 do not apply to any suits brought for a violation or violations of
- 40 paragraphs (1) and (3) to (9), inclusive, of subdivision (j).

(l) In any action or special proceeding brought by the Attorney General relating to housing element compliance pursuant to a notice or referral under subdivision (j), the Attorney General may request, upon a finding of the court that the housing element does not substantially comply with the requirements of this article pursuant to this section, that the court issue an order or judgment directing the jurisdiction to bring its housing element into substantial compliance with the requirements of this article. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If a court determines that the housing element of the jurisdiction substantially complies with this article, it shall have the same force and effect, for purposes of eligibility for any financial assistance that requires a housing element in substantial compliance and for purposes of any incentives provided under Section 65589.9, as a determination by the department that the housing element substantially complies with this article.

(1) If the jurisdiction has not complied with the order or judgment after 12 months, the court shall conduct a status conference. Following the status conference, upon a determination that the jurisdiction failed to comply with the order or judgment compelling substantial compliance with the requirements of this article, the court shall impose fines on the jurisdiction, which shall be deposited into the Building Homes and Jobs Trust Fund. Any fine levied pursuant to this paragraph shall be in a minimum amount of ten thousand dollars (\$10,000) per month, but shall not exceed one hundred thousand dollars (\$100,000) per month, except as provided in paragraphs (2) and (3). In the event that the jurisdiction fails to pay fines imposed by the court in full and on time, the court may require the Controller to intercept any available state and local funds and direct such funds to the Building Homes and Jobs Trust Fund to correct the jurisdiction's failure to pay. The intercept of the funds by the Controller for this purpose shall not violate any provision of the California Constitution.

(2) If the jurisdiction has not complied with the order or judgment after three months following the imposition of fees described in paragraph (1), the court shall conduct a status conference. Following the status conference, if the court finds that the fees imposed pursuant to paragraph (1) are insufficient to bring the jurisdiction into compliance with the order or judgment, the court may multiply the fine determined pursuant to paragraph (1)

1 by a factor of three. In the event that the jurisdiction fails to pay
2 fines imposed by the court in full and on time, the court may
3 require the Controller to intercept any available state and local
4 funds and direct such funds to the Building Homes and Jobs Trust
5 Fund to correct the jurisdiction's failure to pay. The intercept of
6 the funds by the Controller for this purpose shall not violate any
7 provision of the California Constitution.

8 (3) If the jurisdiction has not complied with the order or
9 judgment six months following the imposition of fees described
10 in paragraph (1), the court shall conduct a status conference. Upon
11 a determination that the jurisdiction failed to comply with the order
12 or judgment, the court may impose the following:

13 (A) If the court finds that the fees imposed pursuant to
14 paragraphs (1) and (2) are insufficient to bring the jurisdiction into
15 compliance with the order or judgment, the court may multiply
16 the fine determined pursuant to paragraph (1) by a factor of six.
17 In the event that the jurisdiction fails to pay fines imposed by the
18 court in full and on time, the court may require the Controller to
19 intercept any available state and local funds and direct such funds
20 to the Building Homes and Jobs Trust Fund to correct the
21 jurisdiction's failure to pay. The intercept of the funds by the
22 Controller for this purpose shall not violate any provision of the
23 California Constitution.

24 (B) The court may order remedies available pursuant to Section
25 564 of the Code of Civil Procedure, under which the agent of the
26 court may take all governmental actions necessary to bring the
27 jurisdiction's housing element into substantial compliance pursuant
28 to this article in order to remedy identified deficiencies. The court
29 shall determine whether the housing element of the jurisdiction
30 substantially complies with this article and, once the court makes
31 that determination, it shall have the same force and effect, for all
32 purposes, as the department's determination that the housing
33 element substantially complies with this article. An agent appointed
34 pursuant to this paragraph shall have expertise in planning in
35 California.

36 (4) This subdivision does not limit a court's discretion to apply
37 any and all remedies in an action or special proceeding for a
38 violation of any law identified in subdivision (j).

39 (m) In determining the application of the remedies available
40 under subdivision (l), the court shall consider whether there are

1 any mitigating circumstances delaying the jurisdiction from coming
2 into compliance with state housing law. The court may consider
3 whether a city, county, or city and county is making a good faith
4 effort to come into substantial compliance or is facing substantial
5 undue hardships.

6 (n) Nothing in this section shall limit the authority of the office
7 of the Attorney General to bring a suit to enforce state law in an
8 independent capacity. The office of the Attorney General may seek
9 all remedies available under law including those set forth in this
10 section.

11 (o) Notwithstanding Sections 11040 and 11042, if the Attorney
12 General declines to represent the department in any action or
13 special proceeding brought pursuant to a notice or referral under
14 subdivision (j), the department may appoint or contract with other
15 counsel for purposes of representing the department in the action
16 or special proceeding.

17 (p) Notwithstanding any other provision of law, the statute of
18 limitations set forth in subdivision (a) of Section 338 of the Code
19 of Civil Procedure shall apply to any action or special proceeding
20 brought by the office of the Attorney General or pursuant to a
21 notice or referral under subdivision (j), or by the department
22 pursuant to subdivision (o).

23 (q) The amendments to this section made by the act adding this
24 subdivision shall not be construed to limit the department's ability
25 to enforce programmatic requirements or remedies against cities,
26 counties, and continuums of care pursuant to the Homeless
27 Housing, Assistance, and Prevention program (Chapter 6
28 commencing with Section 50216) and Chapter 6.5 (commencing
29 with Section 50230) of Part 1 of Division 31 of the Health and
30 Safety Code), the Encampment Resolution Funding program
31 (Chapter 7 (commencing with Section 50250)), and the Family
32 Homelessness Challenge Grants and Technical Assistance Program
33 (Chapter 8 (commencing with Section 50255)).

34 *SEC. 7. Section 65589.5 of the Government Code is amended*
35 *to read:*

36 65589.5. (a) (1) The Legislature finds and declares all of the
37 following:

38 (A) The lack of housing, including emergency shelters, is a
39 critical problem that threatens the economic, environmental, and
40 social quality of life in California.

1 (B) California housing has become the most expensive in the
2 nation. The excessive cost of the state's housing supply is partially
3 caused by activities and policies of many local governments that
4 limit the approval of housing, increase the cost of land for housing,
5 and require that high fees and exactions be paid by producers of
6 housing.

7 (C) Among the consequences of those actions are discrimination
8 against low-income and minority households, lack of housing to
9 support employment growth, imbalance in jobs and housing,
10 reduced mobility, urban sprawl, excessive commuting, and air
11 quality deterioration.

12 (D) Many local governments do not give adequate attention to
13 the economic, environmental, and social costs of decisions that
14 result in disapproval of housing development projects, reduction
15 in density of housing projects, and excessive standards for housing
16 development projects.

17 (2) In enacting the amendments made to this section by the act
18 adding this paragraph, the Legislature further finds and declares
19 the following:

20 (A) California has a housing supply and affordability crisis of
21 historic proportions. The consequences of failing to effectively
22 and aggressively confront this crisis are hurting millions of
23 Californians, robbing future generations of the chance to call
24 California home, stifling economic opportunities for workers and
25 businesses, worsening poverty and homelessness, and undermining
26 the state's environmental and climate objectives.

27 (B) While the causes of this crisis are multiple and complex,
28 the absence of meaningful and effective policy reforms to
29 significantly enhance the approval and supply of housing affordable
30 to Californians of all income levels is a key factor.

31 (C) The crisis has grown so acute in California that supply,
32 demand, and affordability fundamentals are characterized in the
33 negative: underserved demands, constrained supply, and protracted
34 unaffordability.

35 (D) According to reports and data, California has accumulated
36 an unmet housing backlog of nearly 2,000,000 units and must
37 provide for at least 180,000 new units annually to keep pace with
38 growth through 2025.

39 (E) California's overall home ownership rate is at its lowest
40 level since the 1940s. The state ranks 49th out of the 50 states in

1 home ownership rates as well as in the supply of housing per capita.
2 Only one-half of California's households are able to afford the
3 cost of housing in their local regions.

4 (F) Lack of supply and rising costs are compounding inequality
5 and limiting advancement opportunities for many Californians.

6 (G) The majority of California renters, more than 3,000,000
7 households, pay more than 30 percent of their income toward rent
8 and nearly one-third, more than 1,500,000 households, pay more
9 than 50 percent of their income toward rent.

10 (H) When Californians have access to safe and affordable
11 housing, they have more money for food and health care; they are
12 less likely to become homeless and in need of
13 government-subsidized services; their children do better in school;
14 and businesses have an easier time recruiting and retaining
15 employees.

16 (I) An additional consequence of the state's cumulative housing
17 shortage is a significant increase in greenhouse gas emissions
18 caused by the displacement and redirection of populations to states
19 with greater housing opportunities, particularly working- and
20 middle-class households. California's cumulative housing shortfall
21 therefore has not only national but international environmental
22 consequences.

23 (J) California's housing picture has reached a crisis of historic
24 proportions despite the fact that, for decades, the Legislature has
25 enacted numerous statutes intended to significantly increase the
26 approval, development, and affordability of housing for all income
27 levels, including this section.

28 (K) The Legislature's intent in enacting this section in 1982 and
29 in expanding its provisions since then was to significantly increase
30 the approval and construction of new housing for all economic
31 segments of California's communities by meaningfully and
32 effectively curbing the capability of local governments to deny,
33 reduce the density for, or render infeasible housing development
34 projects and emergency shelters. That intent has not been fulfilled.

35 (L) It is the policy of the state that this section be interpreted
36 and implemented in a manner to afford the fullest possible weight
37 to the interest of, and the approval and provision of, housing.

38 (3) It is the intent of the Legislature that the conditions that
39 would have a specific, adverse impact upon the public health and

1 safety, as described in paragraph (2) of subdivision (d) and
2 paragraph (1) of subdivision (j), arise infrequently.

3 (4) It is the intent of the Legislature that the amendments
4 removing provisions from subparagraphs (D) and (E) of paragraph
5 (6) of subdivision (h) and adding those provisions to Sections
6 65589.5.1 and 65589.5.2 by Assembly Bill 1413 (2023), insofar
7 as they are substantially the same as existing law, shall be
8 considered restatements and continuations of existing law, and not
9 new enactments.

10 (b) It is the policy of the state that a local government not reject
11 or make infeasible housing development projects, including
12 emergency shelters, that contribute to meeting the need determined
13 pursuant to this article without a thorough analysis of the economic,
14 social, and environmental effects of the action and without
15 complying with subdivision (d).

16 (c) The Legislature also recognizes that premature and
17 unnecessary development of agricultural lands for urban uses
18 continues to have adverse effects on the availability of those lands
19 for food and fiber production and on the economy of the state.
20 Furthermore, it is the policy of the state that development should
21 be guided away from prime agricultural lands; therefore, in
22 implementing this section, local jurisdictions should encourage,
23 to the maximum extent practicable, in filling existing urban areas.

24 (d) For a housing development project for very low, low-, or
25 moderate-income households, or an emergency shelter, a local
26 agency shall not disapprove the housing development project or
27 emergency shelter, or condition approval in a manner that renders
28 the housing development project or emergency shelter infeasible,
29 including through the use of design review standards, unless it
30 makes written findings, based upon a preponderance of the
31 evidence in the record, as to one of the following:

32 (1) The jurisdiction has adopted a housing element pursuant to
33 this article that has been revised in accordance with Section 65588,
34 is in substantial compliance with this article, and the jurisdiction
35 has met or exceeded its share of the regional housing need
36 allocation pursuant to Section 65584 for the planning period for
37 the income category proposed for the housing development project,
38 provided that any disapproval or conditional approval shall not be
39 based on any of the reasons prohibited by Section 65008. If the
40 housing development project includes a mix of income categories,

1 and the jurisdiction has not met or exceeded its share of the regional
2 housing need for one or more of those categories, then this
3 paragraph shall not be used to disapprove or conditionally approve
4 the housing development project. The share of the regional housing
5 need met by the jurisdiction shall be calculated consistently with
6 the forms and definitions that may be adopted by the Department
7 of Housing and Community Development pursuant to Section
8 65400. In the case of an emergency shelter, the jurisdiction shall
9 have met or exceeded the need for emergency shelter, as identified
10 pursuant to paragraph (7) of subdivision (a) of Section 65583. Any
11 disapproval or conditional approval pursuant to this paragraph
12 shall be in accordance with applicable law, rule, or standards.

13 (2) The housing development project or emergency shelter as
14 proposed would have a specific, adverse impact upon the public
15 health or safety, and there is no feasible method to satisfactorily
16 mitigate or avoid the specific, adverse impact without rendering
17 the development unaffordable to low- and moderate-income
18 households or rendering the development of the emergency shelter
19 financially infeasible. As used in this paragraph, a “specific,
20 adverse impact” means a significant, quantifiable, direct, and
21 unavoidable impact, based on objective, identified written public
22 health or safety standards, policies, or conditions as they existed
23 on the date the application was deemed complete. The following
24 shall not constitute a specific, adverse impact upon the public
25 health or safety:

26 (A) Inconsistency with the zoning ordinance or general plan
27 land use designation.

28 (B) The eligibility to claim a welfare exemption under
29 subdivision (g) of Section 214 of the Revenue and Taxation Code.

30 (3) The denial of the housing development project or imposition
31 of conditions is required in order to comply with specific state or
32 federal law, and there is no feasible method to comply without
33 rendering the development unaffordable to low- and
34 moderate-income households or rendering the development of the
35 emergency shelter financially infeasible.

36 (4) The housing development project or emergency shelter is
37 proposed on land zoned for agriculture or resource preservation
38 that is surrounded on at least two sides by land being used for
39 agricultural or resource preservation purposes, or which does not
40 have adequate water or wastewater facilities to serve the project.

1 (5) On the date an application for the housing development
2 project or emergency shelter was deemed complete, the jurisdiction
3 had adopted a revised housing element that was in substantial
4 compliance with this article, and the housing development project
5 or emergency shelter was inconsistent with both the jurisdiction's
6 zoning ordinance and general plan land use designation as specified
7 in any element of the general plan.

8 (A) This paragraph shall not be utilized to disapprove or
9 conditionally approve a housing development project proposed on
10 a site, including a candidate site for rezoning, that is identified as
11 suitable or available for very low, low-, or moderate-income
12 households in the jurisdiction's housing element if the housing
13 development project is consistent with the density specified in the
14 housing element, even though the housing development project
15 was inconsistent with both the jurisdiction's zoning ordinance and
16 general plan land use designation on the date the application was
17 deemed complete.

18 (B) If the local agency has failed to identify a zone or zones
19 where emergency shelters are allowed as a permitted use without
20 a conditional use or other discretionary permit, has failed to
21 demonstrate that the identified zone or zones include sufficient
22 capacity to accommodate the need for emergency shelter identified
23 in paragraph (7) of subdivision (a) of Section 65583, or has failed
24 to demonstrate that the identified zone or zones can accommodate
25 at least one emergency shelter, as required by paragraph (4) of
26 subdivision (a) of Section 65583, then this paragraph shall not be
27 utilized to disapprove or conditionally approve an emergency
28 shelter proposed for a site designated in any element of the general
29 plan for industrial, commercial, or multifamily residential uses. In
30 any action in court, the burden of proof shall be on the local agency
31 to show that its housing element does satisfy the requirements of
32 paragraph (4) of subdivision (a) of Section 65583.

33 (6) On the date an application for the housing development
34 project or emergency shelter was deemed complete, the jurisdiction
35 did not have an adopted revised housing element that was in
36 substantial compliance with this article and the housing
37 development project is not a builder's remedy project.

38 (7) *On the date an application for the housing development*
39 *project or emergency shelter was deemed complete, the jurisdiction*
40 *did not have an adopted revised housing element that was in*

1 *substantial compliance with this article, and the housing*
2 *development project is a builder's remedy project, and at least*
3 *one of the conditions described in subparagraph (C) of paragraph*
4 *(1) of subdivision (f) of Section 65585 applies.*

5 (e) Nothing in this section shall be construed to relieve the local
6 agency from complying with the congestion management program
7 required by Chapter 2.6 (commencing with Section 65088) of
8 Division 1 of Title 7 or the California Coastal Act of 1976
9 (Division 20 (commencing with Section 30000) of the Public
10 Resources Code). Neither shall anything in this section be
11 construed to relieve the local agency from making one or more of
12 the findings required pursuant to Section 21081 of the Public
13 Resources Code or otherwise complying with the California
14 Environmental Quality Act (Division 13 (commencing with Section
15 21000) of the Public Resources Code).

16 (f) (1) Except as provided in paragraphs (6) and (8) of this
17 subdivision, and subdivision (o), nothing in this section shall be
18 construed to prohibit a local agency from requiring the housing
19 development project to comply with objective, quantifiable, written
20 development standards, conditions, and policies appropriate to,
21 and consistent with, meeting the jurisdiction's share of the regional
22 housing need pursuant to Section 65584. However, the
23 development standards, conditions, and policies shall be applied
24 to facilitate and accommodate development at the density permitted
25 on the site and proposed by the development. Nothing in this
26 section shall limit a project's eligibility for a density bonus,
27 incentive, or concession, or waiver or reduction of development
28 standards and parking ratios, pursuant to Section 65915.

29 (2) Except as provided in subdivision (o), nothing in this section
30 shall be construed to prohibit a local agency from requiring an
31 emergency shelter project to comply with objective, quantifiable,
32 written development standards, conditions, and policies that are
33 consistent with paragraph (4) of subdivision (a) of Section 65583
34 and appropriate to, and consistent with, meeting the jurisdiction's
35 need for emergency shelter, as identified pursuant to paragraph
36 (7) of subdivision (a) of Section 65583. However, the development
37 standards, conditions, and policies shall be applied by the local
38 agency to facilitate and accommodate the development of the
39 emergency shelter project.

1 (3) Except as provided in subdivision (o), nothing in this section
2 shall be construed to prohibit a local agency from imposing fees
3 and other exactions otherwise authorized by law that are essential
4 to provide necessary public services and facilities to the housing
5 development project or emergency shelter.

6 (4) For purposes of this section, a housing development project
7 or emergency shelter shall be deemed consistent, compliant, and
8 in conformity with an applicable plan, program, policy, ordinance,
9 standard, requirement, or other similar provision if there is
10 substantial evidence that would allow a reasonable person to
11 conclude that the housing development project or emergency
12 shelter is consistent, compliant, or in conformity.

13 (5) For purposes of this section, a change to the zoning ordinance
14 or general plan land use designation subsequent to the date the
15 application was deemed complete shall not constitute a valid basis
16 to disapprove or condition approval of the housing development
17 project or emergency shelter.

18 (6) Notwithstanding paragraphs (1) to (5), inclusive, all of the
19 following apply to a housing development project that is a builder's
20 remedy project:

21 (A) A local agency may only require the project to comply with
22 the objective, quantifiable, written development standards,
23 conditions, and policies that would have applied to the project had
24 it been proposed on a site with a general plan designation and
25 zoning classification that allow the density and unit type proposed
26 by the applicant. If the local agency has no general plan designation
27 or zoning classification that would have allowed the density and
28 unit type proposed by the applicant, the development proponent
29 may identify any objective, quantifiable, written development
30 standards, conditions, and policies associated with a different
31 general plan designation or zoning classification within that
32 jurisdiction, that facilitate the project's density and unit type, and
33 those shall apply.

34 (B) (i) Except as authorized by paragraphs (1) to (4), inclusive,
35 of subdivision (d), a local agency shall not apply any individual
36 or combination of objective, quantifiable, written development
37 standards, conditions, and policies to the project that do any of the
38 following:

39 (I) Render the project infeasible.

1 (II) Preclude a project that meets the requirements allowed to
2 be imposed by subparagraph (A), as modified by any density bonus,
3 incentive, or concession, or waiver or reduction of development
4 standards and parking ratios, pursuant to Section 65915, from
5 being constructed as proposed by the applicant.

6 (ii) The local agency shall bear the burden of proof of complying
7 with clause (i).

8 (C) (i) A project applicant that qualifies for a density bonus
9 pursuant to Section 65915 shall receive two incentives or
10 concessions in addition to those granted pursuant to paragraph (2)
11 of subdivision (d) of Section 65915.

12 (ii) For a project seeking density bonuses, incentives,
13 concessions, or any other benefits pursuant to Section 65915, and
14 notwithstanding paragraph (6) of subdivision (o) of Section 65915,
15 for purposes of this paragraph, maximum allowable residential
16 density or base density means the density permitted for a builder's
17 remedy project pursuant to subparagraph (C) of paragraph (11) of
18 subdivision (h).

19 (iii) A local agency shall grant any density bonus pursuant to
20 Section 65915 based on the number of units proposed and
21 allowable pursuant to subparagraph (C) of paragraph (11) of
22 subdivision (h).

23 (iv) A project that dedicates units to extremely low-income
24 households pursuant to subclause (I) of clause (i) of subparagraph
25 (C) of paragraph (3) of subdivision (h) shall be eligible for the
26 same density bonus, incentives or concessions, and waivers or
27 reductions of development standards as provided to a housing
28 development project that dedicates three percentage points more
29 units to very low income households pursuant to paragraph (2) of
30 subdivision (f) of Section 65915.

31 (v) All units dedicated to extremely low-income, very low
32 income, low-income, and moderate-income households pursuant
33 to paragraph (11) of subdivision (h) shall be counted as affordable
34 units in determining whether the applicant qualifies for a density
35 bonus pursuant to Section 65915.

36 (D) (i) The project shall not be required to apply for, or receive
37 approval of, a general plan amendment, specific plan amendment,
38 rezoning, or other legislative approval.

1 (ii) The project shall not be required to apply for, or receive,
2 any approval or permit not generally required of a project of the
3 same type and density proposed by the applicant.

4 (iii) Any project that complies with this paragraph shall be
5 deemed consistent, compliant, and in conformity with an applicable
6 plan, program, policy, ordinance, standard, requirement,
7 redevelopment plan and implementing instruments, or other similar
8 provision for all purposes, and shall not be considered or treated
9 as a nonconforming lot, use, or structure for any purpose.

10 (E) A local agency shall not adopt or impose any requirement,
11 process, practice, or procedure or undertake any course of conduct,
12 including, but not limited to, increased fees or inclusionary housing
13 requirements, that applies to a project solely or partially on the
14 basis that the project is a builder's remedy project.

15 (F) (i) A builder's remedy project shall be deemed to be in
16 compliance with the residential density standards for the purposes
17 of complying with subdivision (b) of Section 65912.123.

18 (ii) A builder's remedy project shall be deemed to be in
19 compliance with the objective zoning standards, objective
20 subdivision standards, and objective design review standards for
21 the purposes of complying with paragraph (5) of subdivision (a)
22 of Section 65913.4.

23 (G) (i) (I) If the local agency had a local affordable housing
24 requirement, as defined in Section 65912.101, that on January 1,
25 2024, required a greater percentage of affordable units than
26 required under subparagraph (A) of paragraph (11) of subdivision
27 (h), or required an affordability level deeper than what is required
28 under subparagraph (A) of paragraph (11) of subdivision (h), then,
29 except as provided in subclauses (II) and (III), the local agency
30 may require a housing development for mixed-income households
31 to comply with an otherwise lawfully applicable local affordability
32 percentage or affordability level. The local agency shall not require
33 housing for mixed-income households to comply with any other
34 aspect of the local affordable housing requirement.

35 (II) Notwithstanding subclause (I), the local affordable housing
36 requirements shall not be applied to require housing for
37 mixed-income households to dedicate more than 20 percent of the
38 units to affordable units of any kind.

39 (III) Housing for mixed-income households that is required to
40 dedicate 20 percent of the units to affordable units shall not be

1 required to dedicate any of the affordable units at an income level
2 deeper than lower income households, as defined in Section
3 50079.5 of the Health and Safety Code.

4 (IV) A local agency may only require housing for mixed-income
5 households to comply with the local percentage requirement or
6 affordability level described in subclause (I) if it first makes written
7 findings, supported by a preponderance of evidence, that
8 compliance with the local percentage requirement or the
9 affordability level, or both, would not render the housing
10 development project infeasible. If a reasonable person could find
11 compliance with either requirement, either alone or in combination,
12 would render the project infeasible, the project shall not be required
13 to comply with that requirement.

14 (ii) Affordable units in the development project shall have a
15 comparable bedroom and bathroom count as the market rate units.

16 (iii) Each affordable unit dedicated pursuant to this subparagraph
17 shall count toward satisfying a local affordable housing
18 requirement. Each affordable unit dedicated pursuant to a local
19 affordable housing requirement that meets the criteria established
20 in this subparagraph shall count towards satisfying the requirements
21 of this subparagraph. This is declaratory of existing law.

22 (7) (A) For a housing development project application that is
23 deemed complete before January 1, 2025, the development
24 proponent for the project may choose to be subject to the provisions
25 of this section that were in place on the date the preliminary
26 application was submitted, or, if the project meets the definition
27 of a builder's remedy project, it may choose to be subject to any
28 or all of the provisions of this section applicable as of January 1,
29 2025.

30 (B) Notwithstanding subdivision (c) of Section 65941.1, for a
31 housing development project deemed complete before January 1,
32 2025, the development proponent may choose to revise their
33 application so that the project is a builder's remedy project, without
34 being required to resubmit a preliminary application, even if the
35 revision results in the number of residential units or square footage
36 of construction changing by 20 percent or more.

37 (8) A housing development project proposed on a site that is
38 identified as suitable or available for very low, low-, or
39 moderate-income households in the jurisdiction's housing element,
40 that is consistent with the density specified in the most recently

1 updated and adopted housing element, and that is inconsistent with
2 both the jurisdiction's zoning ordinance and general plan land use
3 designation on the date the application was deemed complete, shall
4 be subject to the provisions of subparagraphs (A), (B), and (D) of
5 paragraph (6) and paragraph (9).

6 (9) For purposes of this subdivision, "objective, quantifiable,
7 written development standards, conditions, and policies" means
8 criteria that involve no personal or subjective judgment by a public
9 official and are uniformly verifiable by reference to an external
10 and uniform benchmark or criterion available and knowable by
11 both the development applicant or proponent and the public official
12 before submittal, including, but not limited to, any standard,
13 ordinance, or policy described in paragraph (4) of subdivision (o).
14 Nothing herein shall affect the obligation of the housing
15 development project to comply with the minimum building
16 standards approved by the California Building Standards
17 Commission as provided in Part 2.5 (commencing with Section
18 18901) of Division 13 of the Health and Safety Code. In the event
19 that applicable objective, quantifiable, written development
20 standards, conditions, and policies are mutually inconsistent, a
21 development shall be deemed consistent with the criteria that
22 permits the density and unit type closest to that of the proposed
23 project.

24 (g) This section shall be applicable to charter cities because the
25 Legislature finds that the lack of housing, including emergency
26 shelter, is a critical statewide problem.

27 (h) The following definitions apply for the purposes of this
28 section:

29 (1) "Feasible" means capable of being accomplished in a
30 successful manner within a reasonable period of time, taking into
31 account economic, environmental, social, and technological factors.

32 (2) "Housing development project" means a use consisting of
33 any of the following:

34 (A) Residential units only.

35 (B) Mixed-use developments consisting of residential and
36 nonresidential uses that meet any of the following conditions:

37 (i) At least two-thirds of the new or converted square footage
38 is designated for residential use.

- 1 (ii) At least 50 percent of the new or converted square footage
2 is designated for residential use and the project meets both of the
3 following:
- 4 (I) The project includes at least 500 net new residential units.
5 (II) No portion of the project is designated for use as a hotel,
6 motel, bed and breakfast inn, or other transient lodging, except a
7 portion of the project may be designated for use as a residential
8 hotel, as defined in Section 50519 of the Health and Safety Code.
- 9 (iii) At least 50 percent of the net new or converted square
10 footage is designated for residential use and the project meets all
11 of the following:
- 12 (I) The project includes at least 500 net new residential units.
13 (II) The project involves the demolition or conversion of at least
14 100,000 square feet of nonresidential use.
15 (III) The project demolishes at least 50 percent of the existing
16 nonresidential uses on the site.
17 (IV) No portion of the project is designated for use as a hotel,
18 motel, bed and breakfast inn, or other transient lodging, except a
19 portion of the project may be designated for use as a residential
20 hotel, as defined in Section 50519 of the Health and Safety Code.
- 21 (C) Transitional housing or supportive housing.
22 (D) Farmworker housing, as defined in subdivision (h) of
23 Section 50199.7 of the Health and Safety Code.
- 24 (3) (A) "Housing for very low, low-, or moderate-income
25 households" means housing for lower income households,
26 mixed-income households, or moderate-income households.
27 (B) "Housing for lower income households" means a housing
28 development project in which 100 percent of the units, excluding
29 managers' units, are dedicated to lower income households, as
30 defined in Section 50079.5 of the Health and Safety Code, at an
31 affordable cost, as defined by Section 50052.5 of the Health and
32 Safety Code, or an affordable rent set in an amount consistent with
33 the rent limits established by the California Tax Credit Allocation
34 Committee. The units shall be subject to a recorded deed restriction
35 for a period of 55 years for rental units and 45 years for
36 owner-occupied units.
- 37 (C) (i) "Housing for mixed-income households" means any of
38 the following:
- 39 (I) A housing development project in which at least 7 percent
40 of the total units, as defined in subparagraph (A) of paragraph (8)

1 of subdivision (o) of Section 65915, are dedicated to extremely
2 low income households, as defined in Section 50106 of the Health
3 and Safety Code.

4 (II) A housing development project in which at least 10 percent
5 of the total units, as defined in subparagraph (A) of paragraph (8)
6 of subdivision (o) of Section 65915, are dedicated to very low
7 income households, as defined in Section 50105 of the Health and
8 Safety Code.

9 (III) A housing development project in which at least 13 percent
10 of the total units, as defined in subparagraph (A) of paragraph (8)
11 of subdivision (o) of Section 65915, are dedicated to lower income
12 households, as defined in Section 50079.5 of the Health and Safety
13 Code.

14 (IV) A housing development project in which there are 10 or
15 fewer total units, as defined in subparagraph (A) of paragraph (8)
16 of subdivision (o) of Section 65915, that is on a site that is smaller
17 than one acre, and that is proposed for development at a minimum
18 density of 10 units per acre.

19 (ii) All units dedicated to extremely low income, very low
20 income, and low-income households pursuant to clause (i) shall
21 meet both of the following:

22 (I) The units shall have an affordable housing cost, as defined
23 in Section 50052.5 of the Health and Safety Code, or an affordable
24 rent, as defined in Section 50053 of the Health and Safety Code.

25 (II) The development proponent shall agree to, and the local
26 agency shall ensure, the continued affordability of all affordable
27 rental units included pursuant to this section for 55 years and all
28 affordable ownership units included pursuant to this section for a
29 period of 45 years.

30 (D) "Housing for moderate-income households" means a
31 housing development project in which 100 percent of the units are
32 sold or rented to moderate-income households, as defined in
33 Section 50093 of the Health and Safety Code, at an affordable
34 housing cost, as defined in Section 50052.5 of the Health and
35 Safety Code, or an affordable rent, as defined in Section 50053 of
36 the Health and Safety Code. The units shall be subject to a recorded
37 deed restriction for a period of 55 years for rental units and 45
38 years for owner-occupied units.

39 (4) "Area median income" means area median income as
40 periodically established by the Department of Housing and

1 Community Development pursuant to Section 50093 of the Health
2 and Safety Code.

3 (5) Notwithstanding any other law, until January 1, 2030,
4 “deemed complete” means that the applicant has submitted a
5 preliminary application pursuant to Section 65941.1 or, if the
6 applicant has not submitted a preliminary application, has
7 submitted a complete application pursuant to Section 65943. The
8 local agency shall bear the burden of proof in establishing that the
9 application is not complete.

10 (6) “Disapprove the housing development project” includes any
11 instance in which a local agency does any of the following:

12 (A) Votes or takes final administrative action on a proposed
13 housing development project application and the application is
14 disapproved, including any required land use approvals or
15 entitlements necessary for the issuance of a building permit.

16 (B) Fails to comply with the time periods specified in
17 subdivision (a) of Section 65950. An extension of time pursuant
18 to Article 5 (commencing with Section 65950) shall be deemed to
19 be an extension of time pursuant to this paragraph.

20 (C) Fails to meet the time limits specified in Section 65913.3.

21 (D) Fails to cease a course of conduct undertaken for an
22 improper purpose, such as to harass or to cause unnecessary delay
23 or needless increases in the cost of the proposed housing
24 development project, that effectively disapproves the proposed
25 housing development without taking final administrative action if
26 all of the following conditions are met:

27 (i) The project applicant provides written notice detailing the
28 challenged conduct and why it constitutes disapproval to the local
29 agency established under Section 65100.

30 (ii) Within five working days of receiving the applicant’s written
31 notice described in clause (i), the local agency shall post the notice
32 on the local agency’s internet website, provide a copy of the notice
33 to any person who has made a written request for notices pursuant
34 to subdivision (f) of Section 21167 of the Public Resources Code,
35 and file the notice with the county clerk of each county in which
36 the project will be located. The county clerk shall post the notice
37 and make it available for public inspection in the manner set forth
38 in subdivision (c) of Section 21152 of the Public Resources Code.

39 (iii) The local agency shall consider all objections, comments,
40 evidence, and concerns about the project or the applicant’s written

1 notice and shall not make a determination until at least 60 days
2 after the applicant has given written notice to the local agency
3 pursuant to clause (i).

4 (iv) Within 90 days of receipt of the applicant's written notice
5 described in clause (i), the local agency shall issue a written
6 statement that it will immediately cease the challenged conduct or
7 issue written findings that comply with both of the following
8 requirements:

9 (I) The findings articulate an objective basis for why the
10 challenged course of conduct is necessary.

11 (II) The findings provide clear instructions on what the applicant
12 must submit or supplement so that the local agency can make a
13 final determination regarding the next necessary approval or set
14 the date and time of the next hearing.

15 (v) (I) If a local agency continues the challenged course of
16 conduct described in the applicant's written notice and fails to
17 issue the written findings described in clause (iv), the local agency
18 shall bear the burden of establishing that its course of conduct does
19 not constitute a disapproval of the housing development project
20 under this subparagraph in an action taken by the applicant.

21 (II) If an applicant challenges a local agency's course of conduct
22 as a disapproval under this subparagraph, the local agency's written
23 findings described in clause (iv) shall be incorporated into the
24 administrative record and be deemed to be the final administrative
25 action for purposes of adjudicating whether the local agency's
26 course of conduct constitutes a disapproval of the housing
27 development project under this subparagraph.

28 (vi) A local agency's action in furtherance of complying with
29 the California Environmental Quality Act (Division 13
30 (commencing with Section 21000) of the Public Resources Code),
31 including, but not limited to, imposing mitigating measures, shall
32 not constitute project disapproval under this subparagraph.

33 (E) Fails to comply with Section 65905.5. For purposes of this
34 subparagraph, a builder's remedy project shall be deemed to
35 comply with the applicable, objective general plan and zoning
36 standards in effect at the time an application is deemed complete.

37 (F) (i) Determines that an application for a housing development
38 project is incomplete pursuant to subdivision (a) or (b) of Section
39 65943 and includes in the determination an item that is not required
40 on the local agency's submittal requirement checklist. The local

1 agency shall bear the burden of proof that the required item is
2 listed on the submittal requirement checklist.

3 (ii) In a subsequent review of an application pursuant to Section
4 65943, requests the applicant provide new information that was
5 not identified in the initial determination and upholds this
6 determination in the final written determination on an appeal filed
7 pursuant to subdivision (c) of Section 65943. The local agency
8 shall bear the burden of proof that the required item was identified
9 in the initial determination.

10 (iii) Determines that an application for a housing development
11 project is incomplete pursuant to subdivision (a) or (b) of Section
12 65943, a reasonable person would conclude that the applicant has
13 submitted all of the items required on the local agency's submittal
14 requirement checklist, and the local agency upholds this
15 determination in the final written determination on an appeal filed
16 pursuant to subdivision (c) of Section 65943.

17 (iv) If a local agency determines that an application is
18 incomplete under Section 65943 after two resubmittals of the
19 application by the applicant, the local agency shall bear the burden
20 of establishing that the determination is not an effective disapproval
21 of a housing development project under this section.

22 (G) Violates subparagraph (D) or (E) of paragraph (6) of
23 subdivision (f).

24 (H) Makes a written determination that a preliminary application
25 described in subdivision (a) of Section 65941.1 has expired or that
26 the applicant has otherwise lost its vested rights under the
27 preliminary application for any reason other than those described
28 in subdivisions (c) and (d) of Section 65941.1.

29 (I) (i) Fails to make a determination of whether the project is
30 exempt from the California Environmental Quality Act (Division
31 13 (commencing with Section 21000) of the Public Resources
32 Code), or commits an abuse of discretion, as defined in subdivision
33 (b) of Section 65589.5.1 if all of the conditions in Section
34 65589.5.1 are satisfied.

35 (ii) This subparagraph shall become inoperative on January 1,
36 2031.

37 (J) (i) Fails to adopt a negative declaration or addendum for
38 the project, to certify an environmental impact report for the
39 project, or to approve another comparable environmental document,
40 such as a sustainable communities environmental assessment

1 pursuant to Section 21155.2 of the Public Resources Code, as
2 required pursuant to the California Environmental Quality Act
3 (Division 13 (commencing with Section 21000) of the Public
4 Resources Code), if all of the conditions in Section 65589.5.2 are
5 satisfied.

6 (ii) This subparagraph shall become inoperative on January 1,
7 2031.

8 (7) (A) For purposes of this section and Sections 65589.5.1 and
9 65589.5.2, “lawful determination” means any final decision about
10 whether to approve or disapprove a statutory or categorical
11 exemption or a negative declaration, addendum, environmental
12 impact report, or comparable environmental review document
13 under the California Environmental Quality Act (Division 13
14 (commencing with Section 21000) of the Public Resources Code)
15 that is not an abuse of discretion, as defined in subdivision (b) of
16 Section 65589.5.1 or subdivision (b) of Section 65589.5.2.

17 (B) This paragraph shall become inoperative on January 1, 2031.

18 (8) “Lower density” includes any conditions that have the same
19 effect or impact on the ability of the project to provide housing.

20 (9) Until January 1, 2030, “objective” means involving no
21 personal or subjective judgment by a public official and being
22 uniformly verifiable by reference to an external and uniform
23 benchmark or criterion available and knowable by both the
24 development applicant or proponent and the public official.

25 (10) Notwithstanding any other law, until January 1, 2030,
26 “determined to be complete” means that the applicant has submitted
27 a complete application pursuant to Section 65943.

28 (11) “Builder’s remedy project” means a project that meets all
29 of the following criteria:

30 (A) The project is a housing development project that provides
31 housing for very low, low-, or moderate-income households.

32 (B) On or after the date an application for the housing
33 development project or emergency shelter was deemed complete,
34 the jurisdiction did not have a housing element that was in
35 substantial compliance with this article.

36 (C) The project has a density such that the number of units, as
37 calculated before the application of a density bonus pursuant to
38 Section 65915, complies with all of the following conditions:

39 (i) The density does not exceed the greatest of the following
40 densities:

1 (I) Fifty percent greater than the minimum density deemed
2 appropriate to accommodate housing for that jurisdiction as
3 specified in subparagraph (B) of paragraph (3) of subdivision (c)
4 of Section 65583.2.

5 (II) Three times the density allowed by the general plan, zoning
6 ordinance, or state law, whichever is greater.

7 (III) The density that is consistent with the density specified in
8 the housing element.

9 (ii) Notwithstanding clause (i), the greatest allowable density
10 shall be 35 units per acre more than the amount allowable pursuant
11 to clause (i), if any portion of the site is located within any of the
12 following:

13 (I) One-half mile of a major transit stop, as defined in Section
14 21064.3 of the Public Resources Code.

15 (II) A very low vehicle travel area, as defined in subdivision
16 (h).

17 (III) A high or highest resource census tract, as identified by
18 the latest edition of the “CTCAC/HCD Opportunity Map”
19 published by the California Tax Credit Allocation Committee and
20 the Department of Housing and Community Development.

21 (D) (i) On sites that have a minimum density requirement and
22 are located within one-half mile of a commuter rail station or a
23 heavy rail station, the density of the project shall not be less than
24 the minimum density required on the site.

25 (I) For purposes of this subparagraph, “commuter rail” means
26 a railway that is not a light rail, streetcar, trolley, or tramway and
27 that is for urban passenger train service consisting of local short
28 distance travel operating between a central city and adjacent suburb
29 with service operated on a regular basis by or under contract with
30 a transit operator for the purpose of transporting passengers within
31 urbanized areas, or between urbanized areas and outlying areas,
32 using either locomotive-hauled or self-propelled railroad passenger
33 cars, with multitrip tickets and specific station-to-station fares.

34 (II) For purposes of this subparagraph, “heavy rail” means an
35 electric railway with the capacity for a heavy volume of traffic
36 using high speed and rapid acceleration passenger rail cars
37 operating singly or in multicar trains on fixed rails, separate
38 rights-of-way from which all other vehicular and foot traffic are
39 excluded, and high platform loading.

1 (ii) On all other sites with a minimum density requirement, the
2 density of the project shall not be less than the local agency's
3 minimum density or one-half of the minimum density deemed
4 appropriate to accommodate housing for that jurisdiction as
5 specified in subparagraph (B) of paragraph (3) of subdivision (c)
6 of Section 65583.2, whichever is lower.

7 (E) The project site does not abut a site where more than
8 one-third of the square footage on the site has been used, within
9 the past three years, by a heavy industrial use, or a Title V
10 industrial use, as those terms are defined in Section 65913.16.

11 (12) "Condition approval" includes imposing on the housing
12 development project, or attempting to subject it to, development
13 standards, conditions, or policies.

14 (13) "Unit type" means the form of ownership and the kind of
15 residential unit, including, but not limited to, single-family
16 detached, single-family attached, for-sale, rental, multifamily,
17 townhouse, condominium, apartment, manufactured homes and
18 mobilehomes, factory-built housing, and residential hotel.

19 (14) "Proposed by the applicant" means the plans and designs
20 as submitted by the applicant, including, but not limited to, density,
21 unit size, unit type, site plan, building massing, floor area ratio,
22 amenity areas, open space, parking, and ancillary commercial uses.

23 (i) If any city, county, or city and county denies approval or
24 imposes conditions, including design changes, lower density, or
25 a reduction of the percentage of a lot that may be occupied by a
26 building or structure under the applicable planning and zoning in
27 force at the time the housing development project's application is
28 complete, that have a substantial adverse effect on the viability or
29 affordability of a housing development for very low, low-, or
30 moderate-income households, and the denial of the development
31 or the imposition of conditions on the development is the subject
32 of a court action which challenges the denial or the imposition of
33 conditions, then the burden of proof shall be on the local legislative
34 body to show that its decision is consistent with the findings as
35 described in subdivision (d), and that the findings are supported
36 by a preponderance of the evidence in the record, and with the
37 requirements of subdivision (o).

38 (j) (1) When a proposed housing development project complies
39 with applicable, objective general plan, zoning, and subdivision
40 standards and criteria, including design review standards, in effect

1 at the time that the application was deemed complete, but the local
2 agency proposes to disapprove the project or to impose a condition
3 that the project be developed at a lower density, the local agency
4 shall base its decision regarding the proposed housing development
5 project upon written findings supported by a preponderance of the
6 evidence on the record that both of the following conditions exist:

7 (A) The housing development project would have a specific,
8 adverse impact upon the public health or safety unless the project
9 is disapproved or approved upon the condition that the project be
10 developed at a lower density. As used in this paragraph, a “specific,
11 adverse impact” means a significant, quantifiable, direct, and
12 unavoidable impact, based on objective, identified written public
13 health or safety standards, policies, or conditions as they existed
14 on the date the application was deemed complete.

15 (B) There is no feasible method to satisfactorily mitigate or
16 avoid the adverse impact identified pursuant to paragraph (1), other
17 than the disapproval of the housing development project or the
18 approval of the project upon the condition that it be developed at
19 a lower density.

20 (2) (A) If the local agency considers a proposed housing
21 development project to be inconsistent, not in compliance, or not
22 in conformity with an applicable plan, program, policy, ordinance,
23 standard, requirement, or other similar provision as specified in
24 this subdivision, it shall provide the applicant with written
25 documentation identifying the provision or provisions, and an
26 explanation of the reason or reasons it considers the housing
27 development to be inconsistent, not in compliance, or not in
28 conformity as follows:

29 (i) Within 30 days of the date that the application for the housing
30 development project is determined to be complete, if the housing
31 development project contains 150 or fewer housing units.

32 (ii) Within 60 days of the date that the application for the
33 housing development project is determined to be complete, if the
34 housing development project contains more than 150 units.

35 (B) If the local agency fails to provide the required
36 documentation pursuant to subparagraph (A), the housing
37 development project shall be deemed consistent, compliant, and
38 in conformity with the applicable plan, program, policy, ordinance,
39 standard, requirement, or other similar provision.

(3) For purposes of this section, the receipt of a density bonus, incentive, concession, waiver, or reduction of development standards pursuant to Section 65915 shall not constitute a valid basis on which to find a proposed housing development project is inconsistent, not in compliance, or not in conformity, with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision specified in this subdivision.

(4) For purposes of this section, a proposed housing development project is not inconsistent with the applicable zoning standards and criteria, and shall not require a rezoning, if the housing development project is consistent with the objective general plan standards and criteria but the zoning for the project site is inconsistent with the general plan. If the local agency has complied with paragraph (2), the local agency may require the proposed housing development project to comply with the objective standards and criteria of the zoning which is consistent with the general plan, however, the standards and criteria shall be applied to facilitate and accommodate development at the density allowed on the site by the general plan and proposed by the proposed housing development project.

(k) (1) (A) (i) The applicant, a person who would be eligible to apply for residency in the housing development project or emergency shelter, or a housing organization may bring an action to enforce this section. If, in any action brought to enforce this section, a court finds that any of the following are met, the court shall issue an order pursuant to clause (ii):

(I) The local agency, in violation of subdivision (d), disapproved a housing development project or conditioned its approval in a manner rendering it infeasible for the development of an emergency shelter, or housing for very low, low-, or moderate-income households, including farmworker housing, without making the findings required by this section.

(II) The local agency, in violation of subdivision (j), disapproved a housing development project complying with applicable, objective general plan and zoning standards and criteria, or imposed a condition that the project be developed at a lower density, without making the findings required by this section.

(III) (ia) Subject to sub-subclause (ib), the local agency, in violation of subdivision (o), required or attempted to require a housing development project to comply with an ordinance, policy,

1 or standard not adopted and in effect when a preliminary
2 application was submitted.

3 (ib) This subclause shall become inoperative on January 1, 2030.

4 (IV) The local agency violated a provision of this section
5 applicable to a builder's remedy project.

6 (ii) If the court finds that one of the conditions in clause (i) is
7 met, the court shall issue an order or judgment compelling
8 compliance with this section within a time period not to exceed
9 60 days, including, but not limited to, an order that the local agency
10 take action on the housing development project or emergency
11 shelter. The court may issue an order or judgment directing the
12 local agency to approve the housing development project or
13 emergency shelter if the court finds that the local agency acted in
14 bad faith when it disapproved or conditionally approved the
15 housing development or emergency shelter in violation of this
16 section. The court shall retain jurisdiction to ensure that its order
17 or judgment is carried out and shall award reasonable attorney's
18 fees and costs of suit to the plaintiff or petitioner, provided,
19 however, that the court shall not award attorney's fees in either of
20 the following instances:

21 (I) The court finds, under extraordinary circumstances, that
22 awarding fees would not further the purposes of this section.

23 (II) (ia) In a case concerning a disapproval within the meaning
24 of subparagraph (I) or (J) of paragraph (6) of subdivision (h), the
25 court finds that the local agency acted in good faith and had
26 reasonable cause to disapprove the housing development project
27 due to the existence of a controlling question of law about the
28 application of the California Environmental Quality Act (Division
29 13 (commencing with Section 21000) of the Public Resources
30 Code) or implementing guidelines as to which there was a
31 substantial ground for difference of opinion at the time of the
32 disapproval.

33 (ib) This subclause shall become inoperative on January 1, 2031.

34 (B) Upon a determination that the local agency has failed to
35 comply with the order or judgment compelling compliance with
36 this section within the time period prescribed by the court, the
37 court shall impose fines on a local agency that has violated this
38 section and require the local agency to deposit any fine levied
39 pursuant to this subdivision into a local housing trust fund. The
40 local agency may elect to instead deposit the fine into the Building

Homes and Jobs Trust Fund. The fine shall be in a minimum amount of ten thousand dollars (\$10,000) per housing unit in the housing development project on the date the application was deemed complete pursuant to Section 65943. In determining the amount of the fine to impose, the court shall consider the local agency's progress in attaining its target allocation of the regional housing need pursuant to Section 65584 and any prior violations of this section. Fines shall not be paid out of funds already dedicated to affordable housing, including, but not limited to, Low and Moderate Income Housing Asset Funds, funds dedicated to housing for very low, low-, and moderate-income households, and federal HOME Investment Partnerships Program and Community Development Block Grant Program funds. The local agency shall commit and expend the money in the local housing trust fund within five years for the sole purpose of financing newly constructed housing units affordable to extremely low, very low, or low-income households. After five years, if the funds have not been expended, the money shall revert to the state and be deposited in the Building Homes and Jobs Trust Fund for the sole purpose of financing newly constructed housing units affordable to extremely low, very low, or low-income households.

(C) If the court determines that its order or judgment has not been carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled, including, but not limited to, an order to vacate the decision of the local agency and to approve the housing development project, in which case the application for the housing development project, as proposed by the applicant at the time the local agency took the initial action determined to be in violation of this section, along with any standard conditions determined by the court to be generally imposed by the local agency on similar projects, shall be deemed to be approved unless the applicant consents to a different decision or action by the local agency.

(D) Nothing in this section shall limit the court's inherent authority to make any other orders to compel the immediate enforcement of any writ brought under this section, including the imposition of fees and other sanctions set forth under Section 1097 of the Code of Civil Procedure.

(2) For purposes of this subdivision, "housing organization" means a trade or industry group whose local members are primarily

engaged in the construction or management of housing units or a nonprofit organization whose mission includes providing or advocating for increased access to housing for low-income households and have filed written or oral comments with the local agency prior to action on the housing development project. A housing organization may only file an action pursuant to this section to challenge the disapproval of a housing development by a local agency. A housing organization shall be entitled to reasonable attorney's fees and costs if it is the prevailing party in an action to enforce this section.

(l) If the court finds that the local agency (1) acted in bad faith when it violated this section and (2) failed to carry out the court's order or judgment within the time period prescribed by the court, the court, in addition to any other remedies provided by this section, shall multiply the fine determined pursuant to subparagraph (B) of paragraph (1) of subdivision (k) by a factor of five. If a court has previously found that the local agency violated this section within the same planning period, the court shall multiply the fines by an additional factor for each previous violation. For purposes of this section, "bad faith" includes, but is not limited to, an action or inaction that is frivolous, pretextual, intended to cause unnecessary delay, or entirely without merit.

(m) (1) Any action brought to enforce the provisions of this section shall be brought pursuant to Section 1094.5 of the Code of Civil Procedure, and the local agency shall prepare and certify the record of proceedings in accordance with subdivision (c) of Section 1094.6 of the Code of Civil Procedure no later than 30 days after the petition is served, provided that the cost of preparation of the record shall be borne by the local agency, unless the petitioner elects to prepare the record as provided in subdivision (n) of this section. A petition to enforce the provisions of this section shall be filed and served no later than 90 days from the later of (1) the effective date of a decision of the local agency imposing conditions on, disapproving, or any other final action on a housing development project or (2) the expiration of the time periods specified in subparagraph (B) of paragraph (5) of subdivision (h). Upon entry of the trial court's order, a party may, in order to obtain appellate review of the order, file a petition within 20 days after service upon it of a written notice of the entry of the order, or within such further time not exceeding an additional

1 20 days as the trial court may for good cause allow, or may appeal
2 the judgment or order of the trial court under Section 904.1 of the
3 Code of Civil Procedure. If the local agency appeals the judgment
4 of the trial court, the local agency shall post a bond, in an amount
5 to be determined by the court, to the benefit of the plaintiff if the
6 plaintiff is the project applicant.

7 (2) (A) A disapproval within the meaning of subparagraph (I)
8 of paragraph (6) of subdivision (h) shall be final for purposes of
9 this subdivision, if the local agency did not make a lawful
10 determination within the time period set forth in paragraph (5) of
11 subdivision (a) of Section 65589.5.1 after the applicant's timely
12 written notice.

13 (B) This paragraph shall become inoperative on January 1, 2031.

14 (3) (A) A disapproval within the meaning of subparagraph (J)
15 of paragraph (6) of subdivision (h) shall be final for purposes of
16 this subdivision, if the local agency did not make a lawful
17 determination within 90 days of the applicant's timely written
18 notice.

19 (B) This paragraph shall become inoperative on January 1, 2031.

20 (n) In any action, the record of the proceedings before the local
21 agency shall be filed as expeditiously as possible and,
22 notwithstanding Section 1094.6 of the Code of Civil Procedure or
23 subdivision (m) of this section, all or part of the record may be
24 prepared (1) by the petitioner with the petition or petitioner's points
25 and authorities, (2) by the respondent with respondent's points and
26 authorities, (3) after payment of costs by the petitioner, or (4) as
27 otherwise directed by the court. If the expense of preparing the
28 record has been borne by the petitioner and the petitioner is the
29 prevailing party, the expense shall be taxable as costs.

30 (o) (1) Subject to paragraphs (2), (6), and (7), and subdivision
31 (d) of Section 65941.1, a housing development project shall be
32 subject only to the ordinances, policies, and standards adopted and
33 in effect when a preliminary application including all of the
34 information required by subdivision (a) of Section 65941.1 was
35 submitted.

36 (2) Paragraph (1) shall not prohibit a housing development
37 project from being subject to ordinances, policies, and standards
38 adopted after the preliminary application was submitted pursuant
39 to Section 65941.1 in the following circumstances:

1 (A) In the case of a fee, charge, or other monetary exaction, to
2 an increase resulting from an automatic annual adjustment based
3 on an independently published cost index that is referenced in the
4 ordinance or resolution establishing the fee or other monetary
5 exaction.

6 (B) A preponderance of the evidence in the record establishes
7 that subjecting the housing development project to an ordinance,
8 policy, or standard beyond those in effect when a preliminary
9 application was submitted is necessary to mitigate or avoid a
10 specific, adverse impact upon the public health or safety, as defined
11 in subparagraph (A) of paragraph (1) of subdivision (j), and there
12 is no feasible alternative method to satisfactorily mitigate or avoid
13 the adverse impact.

14 (C) Subjecting the housing development project to an ordinance,
15 policy, standard, or any other measure, beyond those in effect when
16 a preliminary application was submitted is necessary to avoid or
17 substantially lessen an impact of the project under the California
18 Environmental Quality Act (Division 13 (commencing with Section
19 21000) of the Public Resources Code).

20 (D) The housing development project has not commenced
21 construction within two and one-half years, or three and one-half
22 years for an affordable housing project, following the date that the
23 project received final approval. For purposes of this subparagraph:

24 (i) “Affordable housing project” means a housing development
25 that satisfies both of the following requirements:

26 (I) Units within the development are subject to a recorded
27 affordability restriction for at least 55 years for rental housing and
28 45 years for owner-occupied housing, or the first purchaser of each
29 unit participates in an equity sharing agreement as described in
30 subparagraph (C) of paragraph (2) of subdivision (c) of Section
31 65915.

32 (II) All of the units within the development, excluding managers’
33 units, are dedicated to lower income households, as defined by
34 Section 50079.5 of the Health and Safety Code.

35 (ii) “Final approval” means that the housing development project
36 has received all necessary approvals to be eligible to apply for,
37 and obtain, a building permit or permits and either of the following
38 is met:

39 (I) The expiration of all applicable appeal periods, petition
40 periods, reconsideration periods, or statute of limitations for

1 challenging that final approval without an appeal, petition, request
2 for reconsideration, or legal challenge having been filed.

3 (II) If a challenge is filed, that challenge is fully resolved or
4 settled in favor of the housing development project.

5 (E) The housing development project is revised following
6 submittal of a preliminary application pursuant to Section 65941.1
7 such that the number of residential units or square footage of
8 construction changes by 20 percent or more, exclusive of any
9 increase resulting from the receipt of a density bonus, incentive,
10 concession, waiver, or similar provision, including any other locally
11 authorized program that offers additional density or other
12 development bonuses when affordable housing is provided. For
13 purposes of this subdivision, “square footage of construction”
14 means the building area, as defined by the California Building
15 Standards Code (Title 24 of the California Code of Regulations).

16 (3) This subdivision does not prevent a local agency from
17 subjecting the additional units or square footage of construction
18 that result from project revisions occurring after a preliminary
19 application is submitted pursuant to Section 65941.1 to the
20 ordinances, policies, and standards adopted and in effect when the
21 preliminary application was submitted.

22 (4) For purposes of this subdivision, “ordinances, policies, and
23 standards” includes general plan, community plan, specific plan,
24 zoning, design review standards and criteria, subdivision standards
25 and criteria, and any other rules, regulations, requirements, and
26 policies of a local agency, as defined in Section 66000, including
27 those relating to development impact fees, capacity or connection
28 fees or charges, permit or processing fees, and other exactions.

29 (5) This subdivision shall not be construed in a manner that
30 would lessen the restrictions imposed on a local agency, or lessen
31 the protections afforded to a housing development project, that are
32 established by any other law, including any other part of this
33 section.

34 (6) This subdivision shall not restrict the authority of a public
35 agency or local agency to require mitigation measures to lessen
36 the impacts of a housing development project under the California
37 Environmental Quality Act (Division 13 (commencing with Section
38 21000) of the Public Resources Code).

39 (7) With respect to completed residential units for which the
40 project approval process is complete and a certificate of occupancy

1 has been issued, nothing in this subdivision shall limit the
2 application of later enacted ordinances, policies, and standards
3 that regulate the use and occupancy of those residential units, such
4 as ordinances relating to rental housing inspection, rent
5 stabilization, restrictions on short-term renting, and business
6 licensing requirements for owners of rental housing.

7 (8) (A) This subdivision shall apply to a housing development
8 project that submits a preliminary application pursuant to Section
9 65941.1 before January 1, 2030.

10 (B) This subdivision shall become inoperative on January 1,
11 2034.

12 (p) (1) Upon any motion for an award of attorney's fees
13 pursuant to Section 1021.5 of the Code of Civil Procedure, in a
14 case challenging a local agency's approval of a housing
15 development project, a court, in weighing whether a significant
16 benefit has been conferred on the general public or a large class
17 of persons and whether the necessity of private enforcement makes
18 the award appropriate, shall give due weight to the degree to which
19 the local agency's approval furthers policies of this section,
20 including, but not limited to, subdivisions (a), (b), and (c), the
21 suitability of the site for a housing development, and the
22 reasonableness of the decision of the local agency. It is the intent
23 of the Legislature that attorney's fees and costs shall rarely, if ever,
24 be awarded if a local agency, acting in good faith, approved a
25 housing development project that satisfies conditions established
26 in paragraph (1), (2), or (3) of subdivision (a) of Section 65589.5.1
27 or paragraph (1), (2), or (3) of subdivision (a) of Section 65589.5.2.

28 (2) This subdivision shall become inoperative on January 1,
29 2031.

30 (q) This section shall be known, and may be cited, as the
31 Housing Accountability Act.

32 (r) The provisions of this section are severable. If any provision
33 of this section or its application is held invalid, that invalidity shall
34 not affect other provisions or applications that can be given effect
35 without the invalid provision or application.

36 *SEC. 8. No reimbursement is required by this act pursuant to*
37 *Section 6 of Article XIII B of the California Constitution because*
38 *a local agency or school district has the authority to levy service*
39 *charges, fees, or assessments sufficient to pay for the program or*

1 *level of service mandated by this act, within the meaning of Section*
2 *17556 of the Government Code.*

3 ~~SECTION 1. Section 38405 of the Government Code is~~
4 ~~amended to read:~~

5 ~~38405. The resolution described in Section 38404 shall be~~
6 ~~published once a week for at least the three weeks before the day~~
7 ~~fixed for final action, in a newspaper of general circulation~~
8 ~~published in the city, or if there is none, in a newspaper designated~~
9 ~~by the legislative body which is published in the county. Not less~~
10 ~~than four copies of the resolution shall be posted conspicuously~~
11 ~~not more than one hundred feet apart along the boundaries of the~~
12 ~~park.~~

O



CITY OF PALM DESERT

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

April 15, 2025

The Honorable Diane Papan
Member, California State Assembly
1021 O Street, Suite 4220
Sacramento, CA 95814

RE: AB 650 (Papan) Planning and Zoning: Housing Element: Regional Housing Needs Allocation — SUPPORT

Dear Assembly Member Papan,

The City of Palm Desert is pleased to support your measure AB 650 (Papan), which would allow local governments to begin the housing element update process six months early, provide greater certainty and reduce ambiguity in the housing element review process, and ensure that local governments have adequate time to respond to the California Department of Housing and Community Development's (HCD) review letters.

Since 1969, California's local governments have planned and selected sites for housing at all income levels through the housing element portion of a local government's general plan. Every five to eight years, local governments are required to adopt a blueprint outlining where developers can or cannot build residential developments within their respective communities and obtain certification from HCD. Local governments plan for their fair share of housing development as determined through the Regional Housing Needs Allocation (RHNA) process. As part of this complex process, local governments submit in their housing elements a variety of essential data, actions, and programs to promote fair, equitable, and affordable housing in their community. Currently, local jurisdictions are planning and zoning for nearly 2.5 million additional homes statewide.

During the 6th RHNA cycle, local governments experienced various challenges in obtaining certification from HCD. Some of the challenges include a short timeline for completing these complex documents and responding to HCD's feedback, a lack of clarity regarding what the state expects from local governments when reviewing additional housing element drafts, and the introduction of new requirements late in the housing element review process.

AB 650 would address these issues by allowing local governments to begin updating their housing element six months early. The bill would also require HCD to provide specific text and analysis that must be included in the housing element to remedy deficiencies, ensuring that local governments are not penalized when HCD identifies additional deficiencies not previously identified in prior review letters.

For these reasons, the City of Palm Desert is pleased to support your measure AB 650 (Papan).

Sincerely,

Jan C. Harnik
Mayor, City of Palm Desert

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: RATIFICATION OF LETTER OF SUPPORT FOR THE CITY OF INDIAN
WELLS WHITEWATER CHANNEL LINING PROJECT

RECOMMENDATION:

Ratify the letter of support for the City of Indian Wells' Fiscal Year 2026 Community Project Funding request for the Whitewater Channel Lining Project.

BACKGROUND/ANALYSIS:

At the request of the City of Indian Wells, the City Council Subcommittee on Legislative Affairs, comprised of Mayor Harnik and Mayor Pro Tem Trubee, approved the issuance of a letter of support on April 8, 2025. The letter supports Indian Wells' request for Fiscal Year 2026 Community Project Funding (CPF) for improvements to the Whitewater River Stormwater Channel (WWRSC).

Whitewater Channel Lining Project

The Whitewater Channel Lining Project proposes the installation of approximately 7,400 linear feet of concrete slope protection along the north and south banks of the WWRSC. The WWRSC serves as a major flood conveyance system in the Coachella Valley with a drainage area of approximately 743 square miles. According to the City of Indian Wells, the improvements are intended to address erosion concerns, reduce sediment transport, and enhance stormwater management capacity.

Legal Review:

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

FINANCIAL IMPACT:

There is no financial impact associated with this action.

ATTACHMENT:

1. Letter of Support



CITY OF PALM DESERT

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

April 8, 2025

The Honorable Ken Calvert
United States House of Representatives
2205 Rayburn House Office Building
Washington, DC 20515

RE: Support for the City of Indian Wells – Community Project Funding Request for Fiscal Year 2026

Dear Congressman Calvert:

On behalf of the City of Palm Desert, I am writing to express our strong support for the City of Indian Wells' request for Fiscal Year 2026 Community Project Funding for the Whitewater Channel Lining Project ("Project").

This critical project will restore the structural integrity of the Whitewater River Stormwater Channel ("WWRSC"), which serves as the primary flood conveyance system for the entire Coachella Valley. With a drainage area of approximately 743 square miles, the WWRSC plays a vital role in protecting our region from flooding. However, the channel is currently unlined and highly susceptible to erosion—posing risks not only to the channel's stability but also to the safety of adjacent properties and communities.

The proposed Project includes the installation of approximately 7,400 linear feet of concrete slope protection along the north and south banks of the channel. This essential work will stabilize the embankments, reduce sediment transport, and mitigate risks from intense storm surges—especially those exacerbated by the growing impacts of climate change.

As neighboring communities, we understand the shared importance of regional infrastructure that supports stormwater management, flood mitigation, and climate resilience. The City of Indian Wells' proposed improvements will strengthen our collective ability to respond to increasingly severe weather events and protect public safety across the valley.

We respectfully urge your support for this important project and encourage consideration of the long-term benefits it will provide to communities throughout the region.

Sincerely,

Jan C. Harnik
Mayor, City of Palm Desert

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Erika Castellano, Executive Assistant, City Manager's Office

SUBJECT: AUTHORIZE SUBSTITUTE OUT-OF-STATE TRAVEL FOR THE CITY
MANAGER TO ATTEND THE INTERNATIONAL COUNCIL OF
SHOPPING CENTERS CONFERENCE (ICSC) IN LAS VEGAS, NEVADA

RECOMMENDATION:

Authorize substitute out-of-state travel for the City Manager to attend the International Council of Shopping Centers Conference (ICSC) on May 19, 2025, in Las Vegas, Nevada.

BACKGROUND/ANALYSIS:

On June 27, 2024, the City Council approved FY 2024-25 out-of-state travel requests, which did not include authorization for the City Manager to attend the International Council of Shopping Centers Conference in Las Vegas, Nevada, from May 18 through May 20, 2025. The Director of Development Services was initially granted authorization to attend the conference. Unfortunately, the Director of Development Services is unable to attend the conference this year. Therefore, staff requests that the City Manager be permitted to attend as a substitute.

FINANCIAL IMPACT:

Total costs are estimated not to exceed \$2,000. Funds are available in the FY 2024-25 budget in Account No. 1104130-4312000 (City Manager Conferences/Seminars). There are no additional impacts associated with this action.

ATTACHMENT:

1. Out-of-State Travel Memo FY 2024-25

2024-25 FINANCIAL PLAN MEMORANDUM

To: Todd Hileman, City Manager

From: Veronica Chavez, Director of Finance

Date: June 27, 2024

Subject: **2024-25 OUT OF STATE TRAVEL REQUESTS & BUDGET ESTIMATES**

Department	Organization	Destination	Attendee	Estimated Cost
City Council	International Council of ShoppingCenters (ICSC)	Las Vegas, NV	Councilmembers (3)	\$5,500
City Manager	International City Managers Association (ICMA)	Pittsburgh, PA	City Manager (CM) and Assistant City Manager (ACM)	\$5,000
	Virginia Institute of Gov (LEAD)	Richmond, VA	Management (up to 4)	\$32,000
	NeoGov Ignite Conference	Las Vegas, NV	Human Resources Specialist Human Resources Analyst	\$4,000
	ALA LibLearnX Conf. Jan. 2025	Phoenix, AZ	Library Staff (2)	\$3,500
	ALA LibLearnX Conf. Jan. 2025	Philadelphia, PA	Library Staff (2)	\$5,000
Development Services	ICMA OR American Planning Association	Pittsburg, PA OR Denver, CO	Director of Development Services	\$2,500
	ICSC	Las Vegas, NV	Director of Dev. Svc.	\$2,750
	International Certificate of Compliance (ICC) Training	Las Vegas, NV	Chief Building Official	\$2,000
Economic Development	ICMA	Pittsburgh, PA	Director/Deputy Director of Economic Development	\$2,500
	ICSC	Las Vegas, NV	Director of Econ. Dev.	\$2,750
	International Economic Development Council	Denver, CO	Director/ Deputy Director of Econ. Dev.	\$3,300
	Educational Seminar for Tourism (ESTO)	Columbus, OH	Public Affairs Manager	\$2,800
	Collaboration of Design and Art (CODA) summit	Cincinnati, OH	Management Analyst	\$2,500
	SWANA Wastecon	Grapevine, TX	Mgmt. Analyst	\$2,500
Finance	Government Finance Officers Association (GFOA)	Chicago, IL	Director of Finance Deputy Director (2)	\$5,000
	ICMA	Pittsburgh, PA	Director of Finance	\$2,500
	Laserfiche National Conference	Las Vegas, NV	IT Systems Administrator (2)	\$3,600
Capital Improvements	American Public Works Association (APWA)	Atlanta, GA	Director of CIP/ Project Manager	\$7,000

Department	Organization	Destination	Attendee	Estimated Cost
Public Works	APWA	Atlanta, GA	Project Manager (3) Sr. Maintenance Worker (2) Community Services Manager	\$21,000
	Concrete World	Las Vegas, NV	Maint. Worker I/II (3)	\$10,000
	International City Managers Assoc	Pittsburgh, PA	Director/ Deputy Director of Public Works	\$2,500
	International Municipal Signal Association (IMSA) Forum & Expo	Irving, TX	Sr. Traffic Signal Specialist Traffic Specialist	\$7,000
	OpenGov Transform Conference	Arlington, TX	Sr. Mgmt. Analyst	\$7,000

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Carlos Flores, AICP, Principal Planner

SUBJECT: CULTURAL RESOURCES PRESERVATION COMMITTEE 2025/2026
WORK PLAN

RECOMMENDATION:

Approve the Fiscal Year 2025-26 Annual Work Plan for the Cultural Resources Preservation Committee.

BACKGROUND/ANALYSIS:

On March 26, 2025, the Cultural Resources Preservation Committee (CRPC) met and set up priorities and objectives for the 2025-26 Fiscal Year based off a survey of priorities submitted by the CRPC members. A staff report with details on the priorities and objectives identified by the CRPC can be found attached to this report. The five (5) priority items are summarized in Table 1 below:

Table 1 – FY 2025-26 CRPC Work Plan

Priority	Description	Cost	Time/Process
City wide survey	Conduct community workshops and education of Phase 1 of the Historic Context Statement and Survey and begin Phase 2	Estimate: \$100,000	<u>Time:</u> 6-9 months <u>Next Steps:</u> Phase 1 is currently being completed; Phase 2 is anticipated to begin next fiscal year
Update the website	Update CRPC webpage on City website with updated and accurate information.	City staff time	<u>Time:</u> 3-6 months <u>Next Steps:</u> City staff will work with Public Affairs to update and refresh website
Education	Establish onboarding resources for new CRPC members. Provide educational resources for CRPC members, residents, and visitors such as handouts, booklets, and informational workshops.	Estimate: \$3,000	<u>Time:</u> Ongoing <u>Next Steps:</u> Staff will seek educational resources to provide to CRPC and identify options for public education (booklets/pamphlets)
Modernism Week	Encourage the City to have an active role in Modernism week in collaboration with the Palm Desert Historical Society	City staff time	<u>Time:</u> 12 months <u>Next steps:</u> Reach out to event coordinators to discuss options
CLG Designation	Begin the process of an application to the California State Office of Historic Preservation office for a Certified Local Government designation.	Estimate: Included in City wide survey Phase 2 (\$100,000)	<u>Time:</u> 9-12 months <u>Next Steps:</u> Wait for city wide survey to conclude then City staff will work on submittal of application

Legal Review:

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

Strategic Plan:

Implementation of the work plan will support Priority 1 of the Palm Desert Strategic Plan by assessing the current cultural landscape of the City.

CRPC Recommendation:

The CRPC at its regular meeting of March 26, 2024 recommended the City Council approve of the work plan as presented in Table 1 of this report.

FINANCIAL IMPACT:

Costs identified in the work plan have been included in the FY 2025-26 Annual Budget within the Development Services Department budget.

ATTACHMENTS:

March 26, 2025, CRPC staff report

**CULTURAL RESOURCES PRESERVATION COMMITTEE
CITY OF PALM DESERT
STAFF REPORT**

MEETING DATE: March 26, 2025

PREPARED BY: Niko Romaidis, Planning Technician

SUBJECT: CULTURAL RESOURCES PRESERVATION COMMITTEE WORK PLAN
PRIORITY RANKING FOR FISCAL YEAR 2025/2026

RECOMMENDATION:

Recommend the City Council approve the Cultural Resources Preservation Committee (CRPC) Work Plan for the 2025/2026 Fiscal Year, as presented in Table 3 of the staff report.

BACKGROUND/ANALYSIS:

On March 4, 2025, City Staff requested each of the seven (7) CRPC members to provide a ranked list of CRPC priorities they would like to focus on for Fiscal Year 2025/2026. The top five (5) goals selected by the CRPC form the basis of a workplan to present to the City Council. Three (3) CRPC members submitted rankings of their top goals which are provided as Attachment 1 of this report. Two (2) CRPC members stated they would agree with other committee members' priority rankings and found the current work plan acceptable. Two (2) CRPC members did not submit priorities but were part of the discussion. Priorities raised by multiple committee members are listed below in Table 1:

Table 1 – Multiple Vote Priorities

Committee Votes	Priority	Description
3	City wide survey	Complete the city-wide cultural resources survey, complete with GIS resources, provide quarterly updates, and inform residents .
2	Update the website	Update CRPC presence on city website to have correct and updated information.
2	Education	Establish onboarding resources for new CRPC members. Provide educational resources for CRPC members, residents, and visitors such as handouts, booklets, and informational workshops.
2	Active role in Modernism week	Encourage the City to have an active role in Modernism alongside HSPD.

The following are priorities that were provided by only one CRPC member:

Table 2 – Singular Vote Priorities

Priority	Description
Preservation of native plants in public spaces	Native plants that originate from city property don't require water but benefit from it. We need an educated horticulture department.
Research developing a Historic Districts program	While PD has a historic site program, it doesn't yet have a Historic Districts program. CR should investigate the pros/cons of having such a program and make a recommendation about PD adopting a Historic District program.
Development of Existing Partnerships	Review past partnerships and evaluate which ones should be deepened/developed.
Explore New Partnerships	Review potential new partnerships and evaluate which ones should be considered.

Staff recommends the addition of the Certified Local Government (CLG) Designation to the FY 2025/2026 Work Plan to carry over from the FY 2024/2025 CRPC Work Plan. If accepted, the final Work Plan presented to City Council would be as follows:

Table 3 – Proposed FY 25/26 CRPC Work Plan

Priority	Description	Cost	Time/Process
City wide survey	Conduct community workshops and education of Phase 1 of the Historic Context Statement and Survey and begin Phase 2	Estimate: \$100,000	<u>Time:</u> 6-9 months <u>Next Steps:</u> Phase 1 is currently being completed; Phase 2 is anticipated to begin next fiscal year
Update the website	Update CRPC webpage on City website with updated and accurate information.	City staff time	<u>Time:</u> 3-6 months <u>Next Steps:</u> City staff will work with Public Affairs to update and refresh website
Education	Establish onboarding resources for new CRPC members. Provide educational resources for CRPC members, residents, and visitors such as handouts, booklets, and informational workshops.	Estimate: \$3,000	<u>Time:</u> Ongoing <u>Next Steps:</u> Staff will seek educational resources to provide to CRPC and identify options for public education (booklets/pamphlets)
Modernism Week	Encourage the City to have an active role in Modernism week in collaboration with the Palm Desert Historical Society	City staff time	<u>Time:</u> 12 months <u>Next steps:</u> Reach out to event coordinators to discuss options
CLG Designation	Begin the process of an application to the California State Office of Historic Preservation office for a	Estimate: Included in City wide survey	<u>Time:</u> 9-12 months <u>Next Steps:</u> Wait for city wide survey to conclude then City staff will work on submittal of application

Cultural Resources Preservation Committee
City of Palm Desert
CRPC Work Plan Priority for Fiscal Year 25/26

	Certified Local Government designation.	Phase 2 (\$100,000)	
--	-----------------------------------------	---------------------	--

ATTACHMENTS:

1. CRPC Ranking Sheets

Cultural Resource Preservation Committee – Work Plan Priority Ranking
FY 25/26
March 17, 2025

Below is a summary of the submitted CRPC priorities for Fiscal Year 2024/2025, organized by Committee members who submitted responses:

David Toltzmann

Ranking	Priority	Description	Justification
1	Continue the funding and cooperation for the city-wide survey.	Have the city give us quarterly updates on this as it moves along.	All other things hinge on this first step.
2	Website development make it easy to use with photos and descriptions to help with understanding and stimulate interest.	Have a cultural resource page for the cultural resource committee.	Homeowner education.
3	Community outreach and education.	Online information or booklet.	Homeowner education.
4	Encourage the city of PD to have an active role in Modernism alongside HSPD. It's educational and preserves our neighborhood architectural diversity.	A national landmark for Palm Desert.	Creating more landmarks for our city creates more desire \$\$\$ spent.
5	Preservation of native plants in public spaces. Like the Haystack Channel Project.	Native plants that originate from city property don't require water but benefit from it. We need an educated horticulture department.	\$\$\$ saved

Kim Housken

Ranking	Priority	Description	Justification
1	City Wide Survey	Ongoing	Needed
2	Historic Context Statement	In conjunction with survey.	Provides a framework with which to evaluate potential cultural resources
3	Education	Inform residents and visitors of the rich history of the city and buildings that pre-date 1974 incorporation. We are more than a 40-year-old city.	Doing so is specified in the Purpose of the Committee.
4	Workshop regarding Education of residents and visitors	Have brainstorming workshops to discuss ways to reach out to the community.	To find/develop ways to Educate our

Cultural Resource Preservation Committee – Work Plan Priority Ranking

FY 25/26

March 17, 2025

			residents/visitors about our history, as that is one of our purposes
--	--	--	----------------------------------------------------------------------

Rochelle McCune

Ranking	Priority	Description	Justification
1	Review of information on City's CR site & update as needed	<p>Partner with the City/IT staff to review, prioritize & update information on the City of Palm Desert's Cultural Resources page, determining what needs to be updated, possibly including but not limited to:</p> <ul style="list-style-type: none"> • Update the Landmarks List • Update the 2007 Driving Tour • Update the "unofficial list" • Update the Landmarking Your Home tutorial to make it more "newbie" friendly • Consider creating a Guide to El Paseo Architecture that can be provided to people that ride the El Paseo Shuttle • Consider creating additional driving and/or walking tours of Palm Desert promoting our unique architecture and historic sites • Consider creating a user-friendly Building Resources Guide for people considering restoring/rehabbing their property. If we focus on Palm Desert resources, we would be engaging local businesses. • Consider writing and publishing a "How to Do a House History" article to get folks interested in their property. <p>Website: https://www.cityofpalmdesert.org/departments/building-and-safety/cultural-resources </p>	<p>The current CP page seems a little dated. Once updated, perhaps reviewing the CP page should become regular scheduled activity (annual or bi-annual) by the committee so it stays "fresh" and relevant.</p>
2	Research developing a Historic Districts program	<p>While PD has a historic site program, it doesn't yet have a Historic Districts program. CR should investigate the pros/cons of having such a program and make a recommendation about PD adopting a Historic District program.</p>	<p>It is a vital part of a robust CR program and something we should consider and decide whether or not to do.</p>

Cultural Resource Preservation Committee – Work Plan Priority Ranking

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3	Development of Existing Partnerships	<p>Review past partnerships and evaluate which ones should be deepened/developed, possibly including but not limited to:</p> <ul style="list-style-type: none"> • Partner with the City on a 50th Anniversary event celebrating our architecture and other cultural resources • Celebrate buildings that 50yo+ (already built by the time the City was incorporated) • Work with Thomas Soule to add Cultural Resources content to city's "PR" site. • Deepen partnership with HSPD & its A&D committee to celebrate Palm Desert's architectural heritage • Explore working with Modernism Week & the City to sponsor/join/coordinate Modernism Week event(s) in Palm Desert • Explore hosting events and/or lectures with key partners 	Building we've had in the past partnerships will allow us to be more productive, successful and reach more people.
4	Miscellaneous	<ul style="list-style-type: none"> • Consider posting preservation & restoration resources on a website (HSPD, Engage PD, PD Heritage) • Consider posting "case study" articles on a website, find people who have restored/rehabed PD properties and interview them • Consider posting house/building histories on a website • Consider creating PD version of Preservation Bingo and post on a website • Consider writing & publishing a "How to Do a House History" article to get people interested in the history of their property. 	Most of these items may/can be done with HSPD and/or Thomas Soule or be done next year.
4	Onboarding program for committee members	Consider creating a framework (handbook) for institutional knowledge to be saved and passed on to new board members	Having an onboarding process would allow members to get educated faster & be more productive.
5	Explore New Partnerships	<p>Review potential new partnerships and evaluate which ones should be considered, possibly including but not limited to:</p> <ul style="list-style-type: none"> • Palm Desert institutions that already put on events (HSPD takes its firetruck & a display table to events) - such as Golf Cart Parade, Art Walks, Concerts, Car Night and such. 	Building new partnership will allow us to be more productive and reach more people. Maybe consider doing <i>next</i>

Cultural Resource Preservation Committee – Work Plan Priority Ranking

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		<ul style="list-style-type: none"> • Senior Centers/Schools/Parks to host “heritage” events. • Brainstorm on civic & neighborhood identity projects that could benefit everyone. Identify & cultivate potential partners: City of PD, Chamber of Commerce, Business Associations, “historic” developments, schools, country clubs • Consider partnering with Palm Springs’ Preservation Matters to promote Palm Desert’s architectural heritage. • Research PR sources to promote Palm Desert’s unique identity. For example, working with Steve Somali of NBC’s “Our Desert Past” to promote stories about Palm Desert. 	<p><i>year, once our already</i> Are existing partnerships more solidified?</p>
6	Request for Survey	Submit a Request for Survey & Context to the city.	Request drafted, Researching funding. <i>Waiting for CLG? Next year?</i>

Don Graybill:

Agree with recommendations of other committee members

Tom Mortensen:

Happy with current work plan

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Carlos Flores, AICP, Principal Planner

SUBJECT: ACCEPT THE HISTORIC CONTEXT STATEMENT AND CITY-WIDE
HISTORIC RESOURCES SURVEY

RECOMMENDATION:

Accept the Historic Context Statement and City-wide Historic Resource Survey, as presented

BACKGROUND/ANALYSIS:

On June 8, 2023, the City Council approved the Cultural Resources Preservation Committee (CRPC) FY 2023-24 Workplan Goals, including the following goal that was also a part of the FY 2024-25 CRPC Workplan:

- Establish a historic resources survey and a City-wide historic context statement.

On June 27, 2024, the City Council awarded a contract (Contract No. C47900) to Architectural Resources Group ("ARG"), a historic preservation planning and architecture firm, to complete a Historic Context Statement (Context Statement) and City-wide Historic Resources Survey (Survey). The contract scope of work tasks include:

- 1) Project kickoff and background review
- 2) Community Engagement
- 3) Drafting of Historic Context Statement
- 4) Reconnaissance Survey
- 5) Public presentation of findings

Task 1 and 2: Project kickoff, background review and Community Engagement

Tasks 1 and 2 of the project involved community outreach, and background research, including a kickoff meeting with the CRPC at its regular meeting of August 28, 2024. On December 10, 2024, City staff and ARG hosted a community outreach meeting to share updates on the project. The event provided residents with an overview of the project, showcased preliminary findings from the team's research and reconnaissance survey, and introduced the draft historic context statement. Attendees also had the opportunity to provide valuable feedback and ask questions about the survey process. A project page was created on the "Engage Palm Desert" website.

Task 3 and 4: Drafting of Historical Context Statement and Survey Findings Document

ARG has completed a draft Historic Context Statement and Survey Findings Document (Document), attached to this report. The Document serves as a valuable information tool that can assist City staff, the public, and decision makers in understanding, identifying, evaluating, and protecting identified historical resources and guide local preservation planning and land use decisions. While the City and the Historical Society of Palm Desert have developed several well-

City of Palm Desert

Historic Context Statement and City-wide Resources Survey

researched lists of known historic properties such as the *2007 History and Tour of Palm Desert Historical Sites*, Palm Desert has not prepared a comprehensive citywide survey. The scope of this project is to establish a citywide historic context statement and conduct a survey of all properties in the city constructed through 1980 (up to 45 years of age by the time of this project's completion in 2025) and preliminarily identify those that appear potentially eligible for local, state, or federal listing.

The Palm Desert Context Statement and Survey are intended to serve as a basis for the identification, evaluation, and documentation of historic resources within Palm Desert's city limits. It is also intended to help inform future land use and planning decisions to ensure that the City's historic, architectural, and cultural resources are duly recognized and appropriately managed.

Historic Context Statement

Per the Document, a Context Statement's aim is *"to identify and describe broad historical patterns so that one may better ascertain how a community's built environment and cultural climate came to be."*

Six contexts were identified in the Document and within each of these contexts are themes. The six (6) contexts are:

- The Palm Desert Area (Pre-1910)
- Early Development in Palm Desert (1910-1945)
- Palm Desert Planned Community Development (1946-1956)
- Palm Desert Diversified Development (1957-1966)
- Palm Desert Country Clubs and Incorporation (1967-1980)
- Architecture and Design (1910-1980)

Task 4: Reconnaissance Survey Findings

Per the Document, *"a reconnaissance survey... informs the project team about a city's patterns of development and major and minor physical components, as well as enables a street-by-street look at all of the city's resources at once for effective comparative analysis. The reconnaissance survey provides the basis for the subsequent intensive-level survey. Based upon observations made during reconnaissance, the survey team added individual properties that appeared to be potential resources, as well as cohesive groupings of properties that appeared to be potential historic districts."*

A total of 237 resources were identified in the Survey phase as potentially eligible for designation, as identified in Appendix D, including: 207 individual resources and 30 groupings of resources (potential historic districts).

Task 5: Public presentation of findings

On March 26, 2025, the Cultural Resources Preservation Committee (CRPC) was presented the Document at its regular meeting. The CRPC recommended that the City Council accept the historic context statement and certify the City-wide Historic Resources Survey. The final action needed for this task and this contract is for City Council to review and accept the Document.

City of Palm Desert
Historic Context Statement and City-wide Resources Survey

Future Tasks:

Approval of the Document is a critical step for the City to apply for a “Certified Local Government” (CLG) designation. This designation is granted by the California Office of Historic Preservation (OHP) to local governments who demonstrate a commitment to historic preservation and provides cities with funding opportunities, technical assistance, and streamlines processes.

Approval of the Document would provide a valuable reference guide for City staff, decision makers, and the public for future historic preservation. Properties that apply for landmark designations in the future would be able to utilize the Document as a reference to determine if the property is listed as potentially significant and if the designation fits with the City’s historic context statement. The City could also move forward with an intensive-level survey that provides deeper, more detailed research of properties identified on the reconnaissance survey.

Legal Review:

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

Strategic Plan:

This project supports Priority 1 of the Palm Desert Strategic Plan by assessing the current cultural landscape of the City and Policy 9.5 of the City’s Environmental Resources Element by encouraging the preservation of historic resources.

CRPC Recommendation:

Per Palm Desert Municipal Code Section 29.30.040(B)(1), the CRPC is responsible for certification of survey findings. On March 26, 2025, the CRPC was presented the Document at its regular meeting and recommended that the City Council accept the historic context statement and certify the City-wide Historic Resources Survey.

FINANCIAL IMPACT:

Acceptance would conclude the scope of work for Contract No. C47900, which was not to exceed \$82,700.

ATTACHMENTS:

1. Historic Context Statement and City-wide Resources Survey Document
 - a. Appendix A Survey Area Map
 - b. Appendix B Chronology Map
 - c. Appendix C Recon Survey Findings Map
 - d. Appendix D Preliminary Property List
 - e. Appendix E Tract Development Summaries



City of Palm Desert Historic Context Statement & Reconnaissance Survey Findings

Prepared for:

City of Palm Desert

Prepared by:



Architectural
Resources Group

April 11, 2025

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Cover image: Ca. 1965 aerial photograph, Shadow Mountain Collection, Historical Society of Palm Desert

1. Introduction

1.1 Project Overview and Scope

In June 2024, the City of Palm Desert retained Architectural Resources Group (ARG) to develop a citywide historic context statement and conduct the first phase of a citywide historic resources survey. By establishing a preliminary list of the City's potential historical resources, this document serves as a valuable information tool that can help to guide planning and land use decisions. While the City and the Historical Society of Palm Desert have developed several well-researched lists of known historic properties, Palm Desert has never had a comprehensive citywide survey. The scope of this project is to establish a citywide historic context statement, survey all properties in the city constructed through 1980 (up to 45 years of age by the time of this project's completion in 2025) and preliminarily identify those that appear potentially eligible for local, state, or federal listing.

This phase of the project involved community outreach, background research, development of a citywide historic context statement, and reconnaissance survey. Each task is addressed in more detail in **Chapter 2, Methodology**. The Palm Desert citywide historic context statement and reconnaissance survey findings are intended to serve as a basis for the identification, evaluation, and documentation of historic resources within Palm Desert's city limits. It is also intended to help inform future land use and planning decisions to ensure that the City's historic, architectural, and cultural resources are duly recognized and appropriately managed.

1.2 Description of the Survey Area

The City of Palm Desert is located in the Coachella Valley in Riverside County, approximately 75 miles southeast of the County's capital of Riverside. Palm Desert is bounded by the census-designated communities of Thousand Palms, Desert Palms, and Del Webb Sun City, as well as the Coachella Valley National Wildlife Refuge and the San Bernardino Mountains to the north (north of the Interstate 10 Freeway), the City of Rancho Mirage and the unincorporated community of Cahuilla Hills to the west/southwest, the Santa Rosa Mountains to the south, and the City of Indian Wells and census-designated community of Bermuda Dunes to the east/northeast.

Palm Desert is located between the San Bernardino Mountains on its north and the Santa Rosa Mountains on its south, with the latter range bounding the City's southern limits. It is situated across a variety of geographic and geologic conditions including a mid-valley alluvial plain and limited mountain foothills (comprising a portion of Cahuilla Hills), as well as the sandy desert valley floor. The extensive alluvial deposits formed by drainage from these mountains form the alluvial fans and plains upon which portions of the City have developed. The slopes of the mountain foothills, which span the majority of the southwestern portion of Palm Desert west of Highway 74 and south of Highway 111, with a small section of hills on the east side of Highway 74 at the city's southernmost border, are incised with east- and north-trending canyons, creeks, and gullies. This area of the city is developed with various private subdivisions and golf courses, as well as public parks with hiking trails, picnic facilities, and other amenities. The northwest-southeast spanning Whitewater Storm Channel bisects the city just north of major

thoroughfare Fred Waring Drive. Palm Desert has a vast array of mature street trees, both native (Ocotillo, Ironwood, and Acacia) and imported (Olive, Pepper, various species of Palms, and others).

Palm Desert is a majority residential community, with its built environment dominated by detached single-family houses, multi-family condominium complexes, and resort-style country club developments on a wide range of scales, constructed primarily between the late 1940s and 1970s. Most of the city's commercial development is concentrated along major automobile corridors, including Highways 111 and 74, El Paseo, Portola Avenue, and Fred Waring Drive. The downtown district along Highway 111 east of Highway 74 and west of Deep Canyon Road comprises the densest collection of commercial retailers, restaurants, office spaces, banks, etc. Very little of the city is zoned for industry/manufacturing. These areas are situated at the northernmost border of Palm Desert, abutting Interstate 10 and the Union Pacific Railroad lines on the city's north. In the central portion of the city, south of Hovley Lane and north of the Whitewater Storm Channel, exists another section zoned for industry/manufacturing. Several schools, such as College of the Desert and Palm Desert High School, occupy large parcels as well.

Generally speaking, Palm Desert's streets are wide and paved with asphalt; common planning features include concrete sidewalks and curbs, street lamps, and landscaping including street trees (and in medians on Highway 111, El Paseo, Portola Avenue and other major corridors). The city's irregular street grid pattern reflects its historic patterns of residential development, which were largely guided by the Palm Desert Corporation and various independent developers who subdivided large and small swaths of land over the course of the 20th century. Most of the grid is oriented to the cardinal directions with rectangular portions of land throughout the city subdivided for residential use. These areas typically include curvilinear street patterns and cul de sacs that became popular in the postwar era.

Appendix A, Survey Area Map, shows the extent of the City and the areas surveyed and not surveyed during reconnaissance.

1.3 Project Team

All tasks for this project were conducted by personnel who meet the *Secretary of the Interior's Professional Qualification Standards* in Architectural History.¹ The ARG project team included Katie E. Horak, ARG Principal; Mary Ringhoff, ARG Senior Associate and Project Manager; Brannon Smithwick, ARG Architectural Historian; Morgan Quirk, ARG Architectural Historian. ARG intern Kiara Hosseinion provided research assistance.

The project team also includes local expert and architectural historian Luke Leuschner, who participated in all phases of the project and is a co-author of this report.

¹ The *Secretary of the Interior's Professional Qualification Standards* were developed by the National Park Service. For further information on the Standards, please refer to <https://www.nps.gov/articles/sec-standards-prof-quals.htm>.

1.4 Previous Designations and Surveys

Palm Desert has not conducted a comprehensive citywide survey before this point. The City and the Historical Society of Palm Desert maintain well-researched lists of known historic properties, and Luke Leuschner (closely associated with the HSPD) provided additional historical background information for numerous properties. These sources were the basis for the property list compiled during the reconnaissance survey.

The following designated resources, and resources in the process of being designated, are located within the City of Palm Desert and were not included in the current survey:

Designated Resources in Palm Desert as of April 11, 2025

Designation Number	Address	Name	Designation Status
	75800 Avondale Dr	Avondale Country Club (Del Safari)	Historic District (designation in progress)
CRPC22-03	72806 Bursera Way	Charles du Bois Model Home	Landmark
CRPC13-03	44870 Cabrillo Ave	Maryon Toole House	Landmark
CRPC19-01	Cactus Ct & Mesquite Ct	King's Point at Palm Desert (Shadow Cove)	Historic District
CRPC 2010-01	72861 El Paseo	Palm Desert Fire Station #1	Landmark
CRPC 2010-02	73800 Ironwood St	Shadow Mountain Golf Club	Historic District
CRPC14-01	74135 Larrea St	Randall Henderson House	Landmark
CRPC22-02	45656 Mountain View Ave	Overpeck House	Landmark
CRPC 2010-03	45480 Portola Ave	Portola Community Center; Palm Desert Community Library	Landmark
CRPC13-02	45630 Portola Ave	Palm Desert Community Church; Spiritual Center of the Desert	Landmark
CRPC22-01	111-183 Sandpiper Cir	Sandpiper Circle #1	Historic District
CRPC21-01	211-283 Sandpiper Cir	Sandpiper Circle #2	Historic District
CRPC21-02	311-383 Sandpiper Cir	Sandpiper Circle #3	Historic District
CRPC24-0006	1401-1416 Sandpiper Cir	Sandpiper Circle #4	Historic District
CRPC16-01	501-516 Sandpiper Cir	Sandpiper Circle #5	Historic District
CRPC16-01	601-616 Sandpiper Cir	Sandpiper Circle #6	Historic District
CRPC16-01	701-716 Sandpiper Cir	Sandpiper Circle #7	Historic District
CRPC16-01	801-816 Sandpiper Cir	Sandpiper Circle #8	Historic District
CRPC16-01	901-916 Sandpiper Cir	Sandpiper Circle #9	Historic District
CRPC16-01	1001-1016 Sandpiper Cir	Sandpiper Circle #10	Historic District
CRPC13-01	1101-1116 Sandpiper Cir	Sandpiper Circle #11	Historic District
CRPC13-01	1201-1216 Sandpiper Cir	Sandpiper Circle #12	Historic District

	73697 Santa Rosa Wy	Miles Bates House	Landmark; CA Register; National Register
	45710 Shadow Mountain Dr	Charles Gibbs House	Landmark
CRPC18-01	47869 Sun Corral Trl	Owl House	Landmark

2. Methodology

2.1 Technical Guidance

To ensure that the methodology described herein incorporated the most up-to-date standards and was rooted in professional best practices, ARG consulted the following informational materials maintained by the National Park Service (NPS) and the California Office of Historic Preservation (OHP):

- National Register Bulletin (NRB) 15: *How to Apply the National Register Criteria for Evaluation*
- NRB 16A: *How to Complete the National Register Registration Form*
- NRB 16B: *How to Complete the National Register Multiple Property Documentation Form*
- NRB 24: *Guidelines for Local Surveys: A Basis for Preservation Planning*
- California Office of Historic Preservation (OHP): *Writing Historic Contexts*
- OHP: *Instructions for Recording Historical Resources*

2.2 Archival Research

The project team conducted primary and secondary source research in order to inform the writing of the historic context statement and provide valuable property-specific information for the reconnaissance survey. Research included the overview of pertinent city planning documents (municipal codes and planning reports); primary resources (historic photographs, maps, ephemera, building permits where available); and secondary sources (newspaper articles, local published histories and unpublished manuscripts). The following sources and repositories were consulted:

- Collections of the Historical Society of Palm Desert
- Pre-Incorporation Building Permits Collection (originally sourced from the Riverside County Building & Safety Department, digital copies from the Historical Society of Palm Desert and available online by permission)
- Collections of the City of Palm Desert Community Development Department, Planning Division
 - Including the Palm Desert Historic Preservation Committee’s “Unofficial Current Investigation Site Listing” property list, 2006
- Luke Leuschner’s “Mid-Century Buildings in Palm Desert (Pre-1969)” map and database (available online by permission)
- Riverside County tract maps, GIS data, historic aerial photographs, and assessor information
- ARG’s in-house library of architectural reference books, journals, and other materials
- Online collections available through the Riverside County Public Library, the Los Angeles Public Library, Newspapers.com, Genealogybank.com, the California Digital Newspaper Collection

through UC Riverside, the Online Archive of California, California Revealed, USC Digital Libraries, the Bureau of Land Management, the National Archives, and Ancestry.com

Information about residential tracts, gleaned through local expert research, is included as **Appendix E. Tract Development Summaries**. This appendix aims to provide additional context about residential development in Palm Desert to inform future researchers; a comprehensive history of each tract is outside the scope of this project.

2.3 Reconnaissance Survey

A reconnaissance survey is an essential component of the preparation of a historic context statement, as it informs the project team about a city's patterns of development and major and minor physical components, as well as enables a street-by-street look at all of the city's resources at once for effective comparative analysis. The reconnaissance survey provides the basis for the subsequent intensive-level survey.

Prior to conducting the reconnaissance survey, ARG created a spreadsheet containing information on all previously identified properties, derived from information provided by the City, the HSPD, and Mr. Leuschner's research. It was augmented by information from the California Office of Historic Preservation's Built Environment Resource Directory (which contain information such as properties already listed in the National Register). This draft property list served as the beginning for the expanded property list as it was refined and added to during reconnaissance. ARG used the City's Geographic Information Systems (GIS) data, supplemented by Riverside County Assessor data, to develop a map that color-coded all of the city's parcels by decade of development. This "chronology map" (**Appendix B**) helped to identify different development patterns in the survey area and locate groupings of properties that might be unified by age and appearance. The map also identified all buildings constructed after 1980, which were not included as part of the survey.

The GIS data were also used to create a base map for use during the reconnaissance survey; this base map included all parcels in the city, and made note of all previously identified properties. ARG used this map in tandem with the draft property list to ensure every street was driven and every parcel was inspected. During the reconnaissance survey, a "windshield" inspection was conducted, in which surveyors drove every publicly accessible street in the city to inspect properties meeting the age requirements of this project. The general age of buildings, property types, architectural styles, and levels of integrity were noted and compared. Based upon observations made during reconnaissance, the survey team added individual properties that appeared to be potential resources, as well as cohesive groupings of properties that appeared to be potential historic districts. ARG also assessed the integrity of all previously identified properties, which in some cases led to them being eliminated from the list because they had been demolished or extensively altered.

Upon completion of the reconnaissance survey, ARG conducted additional research using historic building permits, photographs, maps, newspaper articles, and other sources to glean information like construction date, architect, builder, and original owner. This information was added to the property list. A map showing preliminary findings based on the reconnaissance survey was generated, and was refined over

the course of the survey into the final reconnaissance survey findings map (**Appendix C**). The final list of all properties identified as potentially eligible is included as **Appendix D**.

Reconnaissance Survey Limitations

Palm Desert contains a number of gated country clubs and residential communities which could not be surveyed from the public right-of-way. ARG noted all inaccessible properties during the reconnaissance survey and conducted baseline research on them to ascertain development dates. The post-1980 properties were eliminated from consideration. The City provided HOA and property management contact information for the remaining properties, which ARG used to reach out and request access. Access was granted for the majority of the pre-1981 properties, and the survey team drove the interior streets in the same manner as of the public streets while conducting reconnaissance survey. Access could not be acquired for a handful of properties and they remain unsurveyed; additional research and outreach would be required to determine whether any are potentially eligible. The inaccessible properties are listed below.

Inaccessible Gated Properties

Number	Street	Name	Notes
41500	Monterey Ave	Monterey Country Club	Includes 261 Cordoba, which research indicates is a 1950s ranch house within the gated country club.
73750	Country Club Dr	Palm Desert Greens	
77333	Country Club Dr	Palm Desert Resort Country Club	

A handful of individual properties were also not visible enough from the public right-of-way to ascertain conditions or preliminarily evaluate potential eligibility. These are noted in the reconnaissance findings list (**Appendix D**). They remain on the list despite their lack of visibility because research indicates they have high potential for historical significance, and additional research and outreach would be required to confirm their physical integrity.

2.4 Community Outreach

ARG and City staff participated in a number of outreach events over the course of the project to provide community members with information about the project and solicit feedback. Soon after project kickoff, City staff and ARG created a project-specific webpage on the *Engage Palm Desert* platform (<https://www.engagepalmdesert.com/historic>). This webpage outlined the project scope, provided information on upcoming outreach meetings, included a Frequently Asked Questions (FAQ) section, and included an online information submittal form.

ARG presented an overview of the project at a hybrid (in person/virtual) public kickoff meeting through the Cultural Resources Preservation Committee (CRPC) on August 28, 2024. City staff and ARG met with members of the HSPD in a virtual meeting on December 9, 2024. A second hybrid public outreach meeting occurred on December 10, 2024, with ARG attending in person. Each meeting provided an overview of the project's scope and purpose, and solicited information, feedback, and questions from

members of the community. Both the website and the outreach events were noticed and publicized by the City of Palm Desert via the usual channels as well as “e-blasts” to a list of community members and organizations known to be interested in historic preservation. On an ongoing basis, ARG consulted informally with members of the HSPD and community members who had submitted information.

2.5 Historic Context Statement

In tandem with the reconnaissance survey, ARG drafted a citywide historic context statement included in **Chapter 4**, Historic Context Statement. A historic context statement is a technical document that establishes a framework for the evaluation of historic resources and is a critical component of a local preservation program. Per the National Park Service (NPS), a historic context is “an organizational framework that groups information about related historic properties based on a theme, geographical area, and period of time.”²

The citywide historic context statement was prepared in accordance with the Multiple Property Documentation (MPD) approach developed by the NPS. Often applied to large-scale surveys, the MPD approach streamlines the evaluation process by distilling major patterns of development into discernible themes that are shared by multiple properties within a given survey area. Utilizing the MPD approach ensures that properties with shared associative qualities and/or architectural attributes are evaluated in a consistent manner.³ The context statement for Palm Desert is organized primarily into a sequential series of contexts and themes, which capture major occurrences in the city’s development history and are expressed in its built resources. Baseline eligibility standards and integrity thresholds were developed for each theme to provide the City with a framework for using existing eligibility criteria to make future decisions about the eligibility of a property. The context statement is also intended to serve as a resource for future land use decisions and preservation endeavors undertaken by property owners or the City. It is important to note that the context statement itself does not include evaluations of any historical resources for eligibility under national, state, or local significance criteria. It is not intended to add or replace existing eligibility criteria for designation, but to provide context to the existing criteria.

² National Park Service, National Register Bulletin 24: *Guidelines for Local Surveys* (Washington, D.C.: U.S. Department of the Interior, 1977, rev. 1985), 6.

³ For more information on the MPD approach, please refer to NRB 16B: *How to Complete the National Register Multiple Property Documentation Form*: <https://www.nps.gov/subjects/nationalregister/upload/NRB16B-Complete.pdf>.

3. Regulatory Environment

This first phase of the Palm Desert historic resources survey does not include full evaluations of properties for historical significance and eligibility for designation; such evaluations typically occur in a later intensive survey phase. The findings presented in this report reflect preliminary assessments based on the historic context statement and any additional information gleaned through research, outreach, and reconnaissance survey. However, information on the regulatory context within which properties would be evaluated for eligibility is presented in this chapter to provide a framework for understanding the process, as well as for applying the evaluation guidelines provided for each theme in the historic context statement.

3.1 National Register of Historic Places

The National Register of Historic Places (National Register) is the nation's master inventory of known historic resources. Established under the auspices of the National Historic Preservation Act of 1966, the National Register is administered by the National Park Service (NPS) and includes buildings, structures, sites, objects, and districts that possess historic, architectural, engineering, archaeological, or cultural significance at the national, state, or local level. Eligibility for listing in the National Register is addressed in National Register Bulletin (NRB) 15: *How to Apply the National Register Criteria for Evaluation*. NRB 15 states that in order to be eligible for the National Register, a resource must both: (1) be historically significant, and (2) retain sufficient integrity to adequately convey its significance.

Significance is assessed by evaluating a resource against established eligibility criteria. A resource is considered significant if it satisfies any one of the following four National Register criteria:⁴

- Criterion A (events): associated with events that have made a significant contribution to the broad patterns of our history;
- Criterion B (persons): associated with the lives of significant persons in our past;
- Criterion C (architecture): embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction;
- Criterion D (information potential): has yielded or may be likely to yield, information important in prehistory or history.

Once significance has been established, it must then be demonstrated that a resource retains enough of its physical and associative qualities – or *integrity* – to convey the reason(s) for its significance. Integrity is described as a resource's "authenticity" as expressed through its physical features and extant characteristics. Generally, if a resource is recognizable as such in its present state, it is said to retain integrity, and if it has been extensively altered then it does not. Whether a resource retains sufficient integrity for listing is determined by evaluating the seven aspects of integrity defined by the NPS:

⁴ Some resources may meet multiple criteria, though only one needs to be satisfied for National Register eligibility.

- Location (the place where the historic property was constructed or the place where the historic event occurred);
- Setting (the physical environment of a historic property);
- Design (the combination of elements that create the form, plan, space, structure, and style of a property);
- Materials (the physical elements that were combined or deposited during a particular period of time and in a particular manner or configuration to form a historic property);
- Workmanship (the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory);
- Feeling (a property's expression of the aesthetic or historic sense of a particular period of time);
- Association (the direct link between an important historic event/person and a historic property).

Integrity is evaluated holistically by weighing all seven of these aspects together, and is ultimately a “yes or no” determination – that is, a resource either retains sufficient integrity, or it does not.⁵ Some aspects of integrity may be weighed more heavily than others depending on the type of resource being evaluated and the reason(s) for its significance. Since integrity depends on a resource's placement within its historic context, integrity can be assessed only after it has been concluded that the resource is in fact significant.

Generally, a resource must be at least 50 years of age to be eligible for listing in the National Register. Exceptions are made if it can be demonstrated that a resource less than 50 years old is (1) of exceptional importance, or (2) is an integral component of a historic district that is eligible for the National Register.

3.2 California Register of Historical Resources

The California Register of Historical Resources (California Register) is an authoritative guide used to identify, inventory, and protect historical resources in California. Established by an act of the State Legislature, the California Register program encourages public recognition and protection of significant architectural, historical, archeological, and cultural resources; identifies these resources for state and local planning purposes; determines eligibility for state historic preservation grant funding; and affords certain protections under the California Environmental Quality Act (CEQA).

The structure of the California Register program is similar to that of the National Register, but more heavily emphasizes resources that have contributed specifically to the development of California. To be eligible for the California Register, a resource must first be deemed significant under one of the following four criteria, which are modeled after the National Register criteria listed above:

⁵ Derived from NRB 15, Section VIII: “How to Evaluate the Integrity of a Property.”

- Criterion 1 (events): associated with events or patterns of events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States;
- Criterion 2 (persons): associated with the lives of persons important to local, California, or national history;
- Criterion 3 (architecture): embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values;
- Criterion 4 (information potential): has yielded, or has the potential to yield, information important to the prehistory or history of the local area, state, or the nation.

Mirroring the National Register, the California Register also requires that resources retain sufficient integrity to be eligible for listing. A resource's integrity is assessed using the same seven aspects of integrity used for the National Register. However, since integrity thresholds associated with the California Register are generally less rigid than those associated with the National Register, it is possible that a resource may lack the integrity required for listing in the National Register but still be eligible for listing in the California Register.

Resources may be nominated directly to the California Register. There is no prescribed age limit for listing in the California Register, although California Register guidelines state that "sufficient time must have passed to obtain a scholarly perspective on the events or individuals associated with the resource."⁶

Certain properties are automatically listed in the California Register, as follows:⁷

- All California properties that are listed in the National Register;
- All California properties that have formally been determined eligible for listing in the National Register (by the State Office of Historic Preservation);
- All California Historical Landmarks numbered 770 and above; and
- California Points of Historical Interest which have been reviewed by the State Office of Historic Preservation and recommended for listing by the State Historical Resources Commission.

⁶ California Department of Parks and Recreation, California Office of Historic Preservation, *Technical Assistance Series #6: California Register and National Register: A Comparison* (Sacramento, CA: California Department of Parks and Recreation, 2001), 3. According to the *Instructions for Recording Historical Resources* (Office of Historic Preservation, March 1995), "[a]ny physical evidence of human activities over 45 years old may be recorded for purposes of inclusion in the OHP's filing system. Documentation of resources less than 45 years old may also be filed if those resources have been formally evaluated, regardless of the outcome of the evaluation." This 45-year threshold is intended to guide the recordation of potential historical resources for local planning purposes, and is not directly related to an age threshold for eligibility against California Register criteria.

⁷ California Public Resources Code, Division 5, Chapter 1, Article 2, § 5024.1.

3.3 City of Palm Desert Historic Preservation Ordinance

Palm Desert administers its own program for designating historic and cultural resources at the local level. The City's local designation program is governed by Title 29 (Cultural Resources Ordinance) of the Palm Desert Municipal Code. The list of locally designated historic and cultural resources within the City is called the Palm Desert Register. The Ordinance distinguishes between the designation of individual resources (Landmarks) and concentrations of resources (Historic Districts).

Landmarks

To be eligible for listing as a Landmark, a cultural resource must retain integrity (the City uses the same aspects of integrity as the National Register)⁸ and meet at least one of the following criteria at the local, state, regional, or national level:

- Criterion A: Is associated with an event or events that have made a significant contribution to broad patterns of history; or
- Criterion B: Is associated with the lives of persons significant in the past; or
- Criterion C: Embodies distinctive characteristics, or is one of the few remaining examples of a style, type, period or method of construction or possesses high artistic value; or
- Criterion D: Represents the work of a master builder, designer or architect; or
- Criterion E: Is an archaeological, paleontological, botanical, geological, topographical, ecological, or geographical resource that has yielded or has the potential to yield important information in history or prehistory; or
- Criterion F: Reflects distinctive examples of community planning or significant development patterns, including those associated with different eras of settlement and growth, agriculture, or transportation.

Landmark designation lies within the purview of the City Council, and requires a certified survey, recommendation from the CRPC, and written property owner consent.

Historic Districts

To be eligible for listing as a Historic District, a grouping of properties (either geographic or thematic)⁹ must represent a significant and distinguishable entity that meets at least one of the following criteria at the local, state, regional, or national level:

- Criterion A: Exemplifies or reflects special elements of cultural, social, economic, political, aesthetic, engineering, architectural, or natural history; or

⁸ See Palm Desert Municipal Code, Chapter 29.20.010, Definitions.

⁹ See Palm Desert Municipal Code, Chapter 29.20.010, Definitions.

- Criterion B: Is identified with persons or events significant in history; or
- Criterion C: Embodies distinctive characteristics of a style, type, period, or method of construction, or is a valuable example of the use of indigenous materials or craftsmanship; or
- Criterion D: Represents the work of master builders, designers, or architects; or
- Criterion E: Reflects distinctive examples of community planning or significant development patterns, including those associated with different eras of settlement and growth, agricultural, or transportation; or
- Criterion F: Conveys a sense of historic and architectural cohesiveness through its design, setting, materials, workmanship or associations; or
- Criterion G: Is an archaeological, paleontological, botanical, geological, topographical, ecological, or geographical resource that has yielded or has the potential to yield important information in history or pre-history.

As with Landmarks, designation of Historic Districts lies within the purview of the City Council, and requires a certified survey, recommendation from the CRPC, and written property owner consent.

4. Historic Context Statement

4.1 Purpose and Overview

Historic and cultural resources are significant because of their association with trends and patterns that came together to shape a community's development over time. As such, a community's historic and cultural resources cannot be adequately evaluated without first taking into account the historic context(s) with which they are associated. In National Register Bulletin 24: *Guidelines for Local Surveys: A Basis for Preservation Planning*, the National Park Service (NPS) defines a historic context as "a broad pattern of historical development in a community or its region, that may be represented by historic resources."¹⁰ Those historic contexts that are relevant to a particular community and are expressed in its built environment are identified and examined in a technical document known as a historic context statement. A historic context statement examines a community's history through the lens of its built fabric, links extant built resources to the key pattern(s) of development that they represent, and establishes a clear analytical framework by which historic and cultural resources can be evaluated.

While a historic context statement helps to relay the story of a particular community, it is not intended to be an all-encompassing history of that community; rather, its aim is to identify and describe broad historical patterns so that one may better ascertain how a community's built environment and cultural climate came to be. Historic context statements are generally organized by context and theme: **contexts** cast the widest net and capture a broad historical pattern or trend. Additionally, within each context are one or more relevant **themes** that are represented through extant property types sharing physical and/or associative characteristics. Accompanying each theme is a list of associated property types and guidelines for establishing eligibility and assessing integrity under the theme. The historic context statement is meant to provide a framework for evaluating properties, both those that have been identified and those that have not, for historical significance and for eligibility under landmark designation programs.

4.2 Summary of Contexts and Themes

Six contexts have been identified for the evaluation of historic resources in Palm Desert and collectively comprise this historic context statement. The first five contexts are organized chronologically, and capture major patterns and trends in the city's development history that are expressed through its extant built resources. Within each of these contexts are themes that provide a focused discussion relative to particular property types. The sixth context, entitled *Architecture and Design*, identifies and defines the dominant architectural styles that are reflected in every phase of Palm Desert's development and collectively shape the city's physical form. A summary of each context is included below.

- **Context: The Palm Desert Area, Pre-1910**

The Cahuilla people and their ancestors inhabited the Palm Desert area for many thousands of years prior to the arrival of European colonizers and missionaries in the eighteenth century, and have maintained a strong connection to their homeland ever since. Transportation routes and federal homestead legislation facilitated scattered non-Indigenous settlement in this area starting in the late 19th century. No surface vestiges of pre-1910 resources are known to exist within the

¹⁰ Bulletin 24, 14.

Palm Desert city limits, but subsurface archaeological resources may exist. Because the character and condition of possible archaeological resources are not known, separate themes have not been developed for this context. Instead, it presents a general framework for evaluating these resources.¹¹

- **Context: Early Development in Palm Desert, 1910-1945**

The Palm Desert area saw its first industrial development starting around 1910, when the earliest homesteaders received land patents and established agricultural pursuits, including date and citrus farming. These farms and ranches were sited mostly in what is now the north part of the city. The stage was set for a different pattern of development in the 1930s, when Highways 74 and 111 were completed and William A. Johnson and then the Mollin Investment Co. developed the first residential subdivision, Palm Village. Only a few homes were constructed prior to 1946, and the establishment of an Army vehicle pool nearby during World War II dominated activity in the area. This context examines built resources associated with the Palm Desert area's formative period of growth, prior to the postwar boom that was to come.

- **Context: Palm Desert Planned Community Development, 1946-1956**

The end of World War II and the lifting of wartime building restrictions opened up the floodgates for development in Southern California, ushering in a period marked by unprecedented growth. In Palm Desert's case, brothers Cliff and Randall Henderson proved the main shapers of a new residential community; the Palm Desert Corporation (PDC) established strict guidelines to manage the architectural character of the town, and the majority of construction activity in the immediate postwar period was conducted by the PDC. Cliff Henderson's Shadow Mountain Club, the first large-scale resort in Palm Desert, became the bellwether for future development. Palm Village developed in a more ad hoc fashion, soon merging with Palm Desert to constitute a single community which saw commercial and institutional development as well as residential. The liquidation of the PDC in 1956 would lead to a period of more diversified, and extremely rapid, growth. This context examines the built resources constructed during Palm Desert's first era of major development, which was carefully planned, and established Modernism as the dominant architectural idiom.

- **Context: Palm Desert Diversified Development, 1957-1966**

After the PDC liquidated in 1956, Palm Desert saw its most robust period of development as numerous developers rushed in to take its place, with the southern part of town in particular seeing rapid establishment of single-family residential subdivisions and multi-family residential complexes for both seasonal and (increasingly) full-time residents. Commercial and institutional development also soared during this time as new businesses appeared to provide services to the growing community. As in the immediate postwar period, Modernism dominated the built environment. This context examines the abundant built resources associated with Palm Desert's

¹¹ As noted in the evaluation guidelines for this context, full evaluation under National Register Criterion D/California Register Criterion 4/Palm Desert Landmark Criterion E, Historic District Criteria C, G requires development of an appropriate archaeological research design, which is outside the scope of this study.

most intense period of development after the end of the PDC and continuing until the community experienced a brief lull in construction activity in the late 1960s.

- **Context: Palm Desert Country Clubs and Incorporation, 1967-1980**

Palm Desert's development continued anew in the late 1960s as condominium complexes and planned country clubs joined other property types. Commercial and institutional development proceeded in kind, and all property types continued to be dominated by Modernism, though now in more Late Modern and historicist adaptations of Modernism than Mid-Century Modern styles. Palm Desert incorporated in 1973 and established new guidelines on growth and development. The city saw steady growth through the 1970s and by 1980 had achieved most of its current character. This context examines the built resources established during this late period of development.

- **Context: Architecture and Design, 1910-1980**

This context provides an overview of the range of architectural styles that represent each period of Palm Desert's developmental history. As such, this context spans the entirety of the period addressed by this historic context statement. Early buildings are few in number and typically reflect an undefined vernacular idiom, sometimes incorporating elements of more defined styles, or Period Revival styles, especially the desert-appropriate Pueblo Revival and Spanish Colonial Revival. Most of Palm Desert's buildings are associated with post-World War II development and reflect various Modern styles, particularly Mid-Century Modern. Ranch style designs also date to this period. This context also provides short biographies of the most notable and prolific local architects and designers working in Palm Desert. Additional information on important architects, builders, and designers and on their projects is woven through the rest of the contexts.

Summary Table of Contexts and Themes

Context	Theme	Sub-Theme
The Palm Desert Area, Pre-1910		
Early Development in Palm Desert, 1910-1945	Early Industrial Development, 1910-1945	
	Early Residential Development, 1910-1945	
	Early Commercial Development, 1910-1945	
Palm Desert Planned Community Development, 1946-1956	Residential Development, 1946-1956	
	Commercial Development, 1946-1956	
	Institutional Development, 1946-1956	
Palm Desert Diversified Development, 1957-1966	Residential Development, 1957-1966	
	Commercial Development, 1957-1966	
	Institutional Development, 1957-1966	
Palm Desert Country Clubs and Incorporation, 1967-1980	Residential Development, 1967-1980	
	Commercial Development, 1967-1980	
	Institutional Development, 1967-1980	
Architecture and Design, 1910-1980	Period Revival	Spanish Colonial Revival
		Pueblo Revival
	Modernism	Early Modern
		Moderne
		Hollywood Regency
		Mid-Century Modern
		Polynesian/"Tiki" Modern
		Late Modern
	Ranch	Minimal Ranch
		Hacienda Ranch
		Contemporary Ranch

4.3 Context: The Palm Desert Area, Pre-1910

Historical Overview

The Cahuilla people are the original inhabitants of the Coachella Valley, including the area that is now Palm Desert.¹² Their full traditional territory spans a large area from the San Bernardino Mountains in the north to the Borrego Desert in the south, and as far east as the Colorado River.¹³ Speakers of a Takic (Shoshonean) branch of the Uto-Aztecan language family, the Cahuilla were geographically divided into Mountain, Desert, and Pass groups with mutually intelligible dialects. The Desert Cahuilla traditionally lived at higher elevations in canyons in the heat of the summer and on the valley floor during the winter, and dug wells to access groundwater. Archaeological survey conducted prior to development of the Ironwood Country Club in the 1970s indicated that the Cahuilla had a prehistoric presence in Deep Canyon.¹⁴ The closest known valley settlement to today's Palm Desert in the historic period was the Cahuilla village at what is now Indian Wells, a community that derived its name from the wells there.

Due to their inland location, the Cahuilla did not experience early contact with Spanish explorers and colonists, and aside from trade had little direct interaction with Spanish, Mexican, or American colonizers until the mid-19th century. Notably, like other Southern California Tribes, the Cahuilla suffered devastating losses from imported diseases to which they had no immunity.¹⁵ During the Gold Rush and after California became a U.S. State in 1850, American travel through Cahuilla territory increased and colonization began in earnest. In 1852, the Treaty of Temecula assigned the Cahuilla, Luiseño, and Serrano a 30 x 40 mile piece of land between the San Geronimo Pass and Warner Ranch in San Diego County, along with supplies and equipment. The U.S. Senate did not ratify the treaty, one of a group known as the Barbour Treaties, and some government agencies did not inform the Tribes the treaties were defunct.¹⁶

The U.S. General Land Office surveyed the Coachella Valley in 1855-1856 as part of the larger land surveys of the West at that time, assigning square-mile (640 acre) sections in townships and ranges. The alluvial fan flowing northeast from the Santa Rosa Mountains at the future location of Palm Desert lay largely within Township 5 South, Range 6 East and Township 4 South, Range 6 East, San Bernardino Meridian.¹⁷ The only human-made feature noted within today's Palm Desert boundaries on the 1856 survey plat was

¹² Information in this section is derived primarily from Mona de Crinis, "Cahuilla Territory," *Me Yah Whae* Fall/Winter 2021-2022, accessed December 2024, https://www.aguacaliente.org/documents/Cahuilla_Territory.pdf; Miranda Caudell, "A People's Journey," *Me Yah Whae* Fall/Winter 2016-2017, accessed December 2024, <https://www.aguacaliente.org/documents/OurStory-10.pdf>; and City of Palm Springs, Citywide Historic Context Statement & Survey Findings (prepared by Historic Resources Group for the City of Palm Springs, December 2018).

¹³ Native Land Digital, accessed December 2024, <https://native-land.ca/>; de Crinis, "Cahuilla Territory," 60.

¹⁴ "Studying Silver Spur for Relics," *Desert Sun* August 3, 1972/

¹⁵ Ryan M. Kray, "Second-Class Citizenship at a First-Class Resort: Race and Public Policy in Palm Springs" (PhD diss., University of California, Irvine, 2009), 36.

¹⁶ Vyola J. Ortner and Diana C. du Pont, *You Can't Eat Dirt: Leading America's First All-Women Tribal Council and How We Changed Palm Springs* (Palm Springs, CA: Fan Palm Research Project, 2011), 235; Kray, "Second-Class Citizenship," 30-31; Palm Springs, Historic Context Statement, 31.

¹⁷ General Land Office, Survey Plat for Township No. 5 South, Range No. 6 East, San Bernardino Meridian, California (San Francisco: Surveyor's General Office, July 15, 1856); General Land Office, Survey Plat for Township No. 4 South, Range No. 6 East, San Bernardino Meridian, California (San Francisco: Surveyor's General Office, February 29, 1856).

a road, presumably following the route of an older Cahuilla trail, running roughly northwest/southeast through the area and connecting with the Cahuilla rancheria and water source at Indian Wells.

In 1862, the discovery of gold near La Paz, Arizona attracted would-be miners from the Los Angeles area. They traveled through San Geronio Pass and into the Coachella Valley, with the primary route being the trail publicized by William Bradshaw along the long-established Native route known as the Coco-Maricopa Trail.¹⁸ The Cahuilla trail depicted as a road on the 1856 survey plat is presumed to have been part of the Coco-Maricopa route, incorporated into the Bradshaw Road through the Palm Desert area. Stagecoach service along the Bradshaw Road had stops every 15-30 miles to acquire water and change teams.¹⁹ The only stop between the Agua Caliente Tribe's *Sec-he* hot springs at today's Palm Springs and the Cahuilla village at today's Indian Wells was in Palm Desert: a rudimentary station known as Sand Hole. It was sited at an intermittent and unreliable seep, meaning the stop did not see regular use and apparently never had buildings constructed there.²⁰ No remnants of the Bradshaw Road alignment survive in Palm Desert.

The Bradshaw Road remained the main connector between Los Angeles and the Coachella Valley until the arrival of the railroad in 1876. In that year, the Southern Pacific Railroad's new line from Los Angeles to Yuma, Arizona reached Indio.²¹ Cahuilla workers were among those who built it; as traditional lifeways were rendered unsustainable, many Cahuilla turned to wage labor like construction, farming, and mining. In the 1860s and 1870s, the federal government deeded odd-numbered sections of land for ten miles along either side of potential railroad routes to railroad companies to encourage expansion. This created a "checkerboard" of one-mile-square sections with odd numbers owned by the railroad and even numbers owned by the federal government, a pattern that would prove influential in the development in the Coachella Valley. The government set aside some of its lands to be held in trust for multiple Cahuilla Tribes in the region, but this did not occur in Palm Desert. Here, the owners of the checkerboard lands were primarily the federal government and the Southern Pacific Railroad. Both soon began deeding parcels to other parties.

Homesteaders were most of the Palm Desert area's new occupants, seeking land patents from the federal government under the 1862 Homestead Act. The Homestead Act and subsequent legislation (e.g., the 1877 Desert Land Act, the 1909 Dry Farming Act, the 1938 Small Tract Act) aimed to transfer federal land in the public domain to private ownership. The original Act required an applicant to declare intent to homestead a parcel and then reside on the land for five years, cultivate it, and make improvements to it, like constructing houses and outbuildings. If the homesteader successfully "proved up" the claim, they would receive a patent for the parcel, usually 160 acres in size or some fraction thereof. Later land patent acts eased the residency requirements, added the possibility of livestock ranching, and increased the size of parcels that could be acquired. Homesteading was hugely influential in the American settlement of the

¹⁸ The trail's name appears on a map of Native trails from Lowell John Bean, *Mukat's People* (Los Angeles: University of California Press, 1972), on display at the Historical Society of Palm Desert.

¹⁹ Tracy Conrad, "History: Little-Known Desert History of the Bradshaw Trail," *Desert Sun* December 19, 2021.

²⁰ Historical Society of Palm Desert, "Palm Desert Milestones" (unpublished manuscript, n.d.), citing Joseph M. Nixon, *A Line in the Sand: Musings & Essays on Stagecoaching, Volume III: Where the Dust Settles* (Authorhouse, 2020).

²¹ J. Wilson McKenney, *Desert Editor:...the Story of Randall Henderson and Palm Desert* (Georgetown, California: Wilmac Press, 1972), 34.

West – in California alone, almost 39 million acres were transferred to homesteaders from the public domain by 1958.²²

The Palm Desert area saw the establishment of homesteads prior to the 1910s, but few successfully achieved a patent, and no physical remnants are known to survive.²³ Palm Desert's geography made homesteading a very difficult proposition, accounting for both the comparatively late dates of the area's first known patents, and for the apparent failure of most of the homesteads before applicants received patents. The area's massive alluvial fan boasted deep and fertile soil, but unlike neighboring areas like Indian Wells and Palm Springs, Palm Desert had only one natural spring, and it was the intermittent seep derided as "Sand Hole" by 19th century stagecoach travelers. Water had to be reached by digging wells, an expensive proposition, or by transporting it from Indio. The alluvial fan also flooded frequently, as stormwater coursed down from the steep canyons of the San Jacinto-Santa Rosa Mountains. But the year-round sunshine inspired agriculturalists to attempt farming anyway. In 1904, the U.S. Department of Agriculture aimed to promote date production in the Coachella Valley by establishing an experimental agricultural station in Indio and showcasing varieties from Algeria, Iraq, and Egypt.²⁴ As discussed in the next context, this came to fruition with a burgeoning date industry starting in the 1910s.

The earliest patents in the Palm Desert area appear to date to 1910-1915, meaning these homesteaders' original claims and occupancy would have dated to 1905-1910. Sometimes "proving up" in the challenging desert environment took longer than five years, as illustrated in Charles MacDonald's case; he applied for his claim in 1903 but did not receive his patent until 1920.²⁵ The earliest successful patents from T. 5N R. 6E, SBM are those of Lewis Carpenter in the SW ¼ of Section 22 (now part of Indian Wells) in 1910 and William L. Jencks in the NW ¼ of Section 18 (now part of Rancho Mirage) in 1912. Others followed, with logical concentration around water sources, particularly the Indian Wells. The first patent in what is now Palm Desert proper appears to have belonged to Winfield Scott Frey, who received patent to a little under 150 acres in the SW ¼ of Section 18 in 1913.²⁶ John H. Folks followed with the SE ¼ of Section 10 in 1915.²⁷ In the neighboring T. 4N R. 6E, in what is now the northern extent of Palm Desert, Frank Mason received patents in Section 28 in 1914 and 1915 as assignee of Amos King and John D. Palmer, respectively.²⁸ As these early homesteaders were able to improve their parcels enough to receive patents for them, they were either hauling in water from elsewhere, digging wells deep enough to hit

²² California Department of Transportation, *A Historical Context and Archaeological Research Design for Agricultural Properties in California* (Division of Environmental Analysis, California Department of Transportation, Sacramento, CA 2007), 40-45, cited in City of La Quinta, Historic Resource Survey and Context Statement (prepared by Urbana Preservation & Planning, LLC for the City of La Quinta, April 2023), 24 .

²³ The Bureau of Land Management maintains searchable land patent records from the General Land Office, accessible at <https://glorerecords.blm.gov/default.aspx>.

²⁴ City of La Quinta, Historic Context Statement, 34; McKenney, *Desert Editor*, 38-39.

²⁵ Rochelle McCune, email communication, April 10, 2025.

²⁶ Patent No. 333676, issued May 14, 1913, accessed December 2024, <https://glorerecords.blm.gov/default.aspx>.

²⁷ Patent No. 503487, issued December 15, 1915, accessed December 2024, <https://glorerecords.blm.gov/default.aspx>.

²⁸ Patent No. 431633, issued September 16, 1914 and Patent No. 458486, issued February 17, 1915, accessed December 2024, <https://glorerecords.blm.gov/default.aspx>. An assignee takes over the responsibilities and ownership of a patent from the original owner.

groundwater, or managing with some combination of the two. Little has been written about pre-1910 well drilling, and early wells appear to have been destroyed by a flood in 1916, so the full story of early homesteaders' irrigation methods is currently unknown.²⁹ More homesteaders would follow these first few over the next several decades, as discussed in the next context, Early Development in Palm Desert, 1910-1945.

Evaluation Guidelines: The Palm Desert Area, Pre-1910

Summary

Resources evaluated under this context are significant for their association with the original inhabitants of the Palm Desert area (the Cahuilla and their ancestors) and/or with subsequent pre-1910 inhabitants, primarily homesteaders. No extant properties or surface vestiges associated with this context are currently known to exist. Given the lack of known resources associated with this context, separate themes have not been developed. Full evaluation of any archaeological resources under National Register Criterion D/California Register Criterion 4/Palm Desert Landmark Criterion E/Palm Desert Historic District Criteria C, G requires development of an appropriate archaeological research design, which is outside this study's scope. The evaluation guidelines presented herein provide only a general approach to evaluating archaeological resources.

Associated Property Types

- Prehistoric and historic archaeological resources (residential, agricultural, transportation-related)

Property Type Summary

Surviving resources associated with this context are extremely rare, if extant at all, and are expected to be obscured from public view. They may include subsurface sites, features, and/or artifacts that may be discovered through construction or other activities that entail disturbance of the ground.

Geographic Location(s)

Unknown

Period of Significance

The period of significance for this context begins in the prehistoric period, with the first use and occupation of the Palm Desert area by hunting and gathering groups on a seasonal basis. It ends in 1910, when the area began seeing more substantial homesteading and agricultural activities including the larger-scale drilling of wells.

Integrity Considerations

A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when evaluating

²⁹ Most sources (e.g., McKenney, *Desert Editor*, 39-40) note the first documented wells in Palm Desert were drilled by Bob Blair starting around 1910. Information on 1916 flood damage from Rochelle McCune, email communication, April 10, 2025.

integrity. As resources associated with this context are extremely rare, greater latitude may be allowed in terms of integrity. They witnessed dramatic changes in setting over time, and the loss of integrity of setting should not equate to a loss of property integrity. A greater degree of alterations may not preclude a resource from being eligible, though a resource must still retain sufficient integrity to convey its significance, using the guide below.

In addition, since resources of this type are presumed to be archaeological in nature, these resources ascribe to eligibility standards and integrity considerations specific to archaeological resources (e.g., focus and visibility), as described in *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*.

Criteria	Significance	Integrity Considerations	Registration Requirements
D/4/E ³⁰	An individual property eligible under this context may be significant: <ul style="list-style-type: none"> For yielding, or being likely to yield, information important to the prehistory or history of Palm Desert and/or Southern California 	The assessment of integrity for resources considered for information potential depends on the data requirements of the applicable research design. A property possessing information potential does not need to recall visually an event, person, process, or construction technique. It is important that the significant data contained in the resource remain sufficiently intact to yield the expected important information, if the appropriate study techniques are employed. ³¹	To be eligible under this context, a resource should, at a minimum: <ul style="list-style-type: none"> Date to the period of significance (pre-1910), and Retain sufficient integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context.
D/4/G	A historic district eligible under this theme may be significant: <ul style="list-style-type: none"> For yielding, or being likely to yield, information important to the prehistory or history of Palm Desert and/or Southern California 	See above.	<ul style="list-style-type: none"> See above

³⁰ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

³¹ For more information about the application of Criterion D, refer to National Register Bulletin No. 15.

4.4 Context: Early Development in Palm Desert, 1910-1945

Historical Background

The Coachella Valley proved to have an ideal climate for date production, as promoted by the experimental agricultural station established in 1904, and as a result it became a major agricultural area in the 1910s-1920s. Locales near flowing springs or the Whitewater River, one of the valley's few permanent water sources, had a clear advantage; much of the Palm Desert alluvial fan did not have such access, and its earliest homesteaders struggled to establish date palms as well as other crops like citrus, grapes, and vegetables. Deep well drilling to access the valley's underlying aquifer was necessary, and evolving techniques made this feasible, though still relatively expensive, for the area's farmers.

Walter Schmid owned what may have been the first well in what is now Palm Desert, drilled by Bob Blair around 1910 north of Highway 111 and west of Cook Road.³² A patent file does not exist for land in this area (Section 21 of T. 5S R.6E) as it was originally owned by Southern Pacific Railroad, who would have sold parcels off to owners in a non-homestead context. This is a good illustration of the variety of ways in which owners were acquiring land in the Palm Desert area as agricultural expansion proceeded in the 1910s. Other landowners followed with additional wells, and agriculture grew quickly through the 1910s and 1920s. The northern part of what is now Palm Desert transformed into acres of date palm groves interspersed with other crops, with farm buildings and infrastructure dotting the groves. Farmers hauled their products to Indio for freighting via the Southern Pacific Railroad, and some also operated roadside stands and buildings for direct sales of their products.³³ No vestiges of any of these early improvements are known to survive in Palm Desert. In 1918, valley residents created the Coachella Valley County Water District to regulate pumping from the underground water table and to control the stormwater that still plagued the area during flood season.

The parcel that would become the heart of early Palm Desert was patented by Charles MacDonald in 1920, and he established a robust irrigation system.³⁴ Razor magnate King C. Gillette purchased MacDonald's property with business partner Thomas Rosenberger in 1929 and developed it with his son King Gillette Jr. They added adjacent acreage from other owners and by filing at least one patent, and went on to install five more wells, a few acres of date trees, and a large grove of grapefruit trees; some sources state he also constructed six homes, but it is more likely the houses dated to the subsequent residential development a few years later.³⁵ Conveniently located near the local landmarks of Caleb

³² McKenney, *Desert Editor*, 40. The author cites records prepared by Ole J. Nordland, secretary of the Coachella Valley Water District, as the source of most of his well-drilling information in Chapter 4.

³³ Some likely transported their products to sell in the more active market of Palm Springs, as the Gillette family is known to have done at the Palm Springs Date Market in the 1930s-40s. "King Gillette Will Operate P.S. Date Mart," *Palm Springs Limelight-News* October 28, 1939.

³⁴ Patent No. 777685, issued October 15, 1920, accessed December 2024, <https://glorerecords.blm.gov/default.aspx>; HSPD, "Palm Desert Milestones," 17; Author unknown, "Palm Desert" unpublished manuscript describing early Palm Village development, on file at the HSPD, PD-History-General-1940s-50s.

³⁵ "Razor King to Grow Grapefruit on Desert Tract," *Riverside Daily Press* February 21, 1929; "Big Development by K.C. Gillette," *Date Palm* February 15, 1929, quoted in City of Palm Desert Historic Preservation Committee, "History and Tour of Palm Desert Historical Sites, April 27, 2007" (tour booklet on file at the City of Palm Desert and at the HSPD); HSPD, "Palm Desert Milestones," 22. A 1939 article states that "six desert bungalows" were due to be constructed in Palm Village, when the subdivision was being developed by the Mollin Investment Co., and it is more

Cook's date ranch in Indian Wells (patented 1917) and the new La Quinta Hotel (1926) which patterned itself after the resorts of Palm Springs, the Gillettes may have intended their property for eventual residential or mixed use development from its inception.³⁶

During the 1930s, several factors converged to influence future development in Palm Desert. First, the Coachella Valley received important automobile route improvements, starting with completion of the Palms-to-Pines Highway (State Route 74) between Hemet and Palm Desert in 1933. This provided a more direct route between the Inland Empire and the valley. Soon after, a paved road through the Coachella Valley connecting Palm Springs to Indio was completed; the "Road to Indio" (State Route 111) was immediately adjacent to the date farms of Palm Desert and Indian Wells. The Gillette Ranch was well-sited at the intersection of the two thoroughfares. This attracted the attention of William A. Johnson, president of the American Pipe & Construction Company, who began acquiring land here in 1933 and would go on to start subdividing it into the area's first residential subdivision, to be known as Palm Village, over the next few years.³⁷ The Mollin Investment Company took over the subdivision around 1937 and continued developing it, offering the first properties for sale in 1940. Palm Village is discussed further in the residential development theme below.

In 1936, Randall Henderson began publishing his *Desert Magazine* in El Centro. While the magazine did not move to Palm Desert until 1947, its 1930s establishment was key to the growth and character of the future community. It would go on to function as both a commercial and civic-institutional entity, among the first in Palm Desert; as no institutional development appears to have occurred prior to 1947 (when the first post office as well as the local headquarters of *Desert Magazine* was established), this context does not develop a separate theme for civic-institutional development between 1910 and 1945. The central role of Randall and Cliff Henderson in the subsequent development of Palm Desert is discussed in the Planned Development in Palm Desert, 1945-1956 context below.

In 1938, a new land patent act would cause a resurgence in homesteading activity, on a smaller and more residential scale: the Small Tract Act authorized the Secretary of the Interior to dispose of certain public lands as five-acre tracts. Like earlier land patent acts, the Act allowed the leasing of these tracts to applicants who would make improvements in order to receive a patent for permanent ownership. Local homesteading re-emerged in the 1940s as a result, in a pattern known as jackrabbit homesteading. This did not really become active until late 1944 when the U.S. Land Office began accepting applications, but it accounted for the bulk of the homesteading activity in and around Palm Desert, especially in today's unincorporated Cahuilla Hills.³⁸

The area just south of Palm Village became the site of a military installation during World War II, when the Army established the Palm Village Vehicle Pool here as part of General George Patton's much-larger Desert Training Center. Soldiers and officers maintained and repaired thousands of vehicles and wheeled weapons for distribution to training units and overseas divisions, and received important training on the

likely that this is the date of house construction (aside from the Gillette house itself and any associated outbuildings). "Palm Village Starts Near Indio," *Palm Springs Limelight-News* November 18, 1939.

³⁶ Olive Orbison, "Background of Palm Village Is Told By Writer," *Indio News* February 17, 1949 (on file at HSPD).

³⁷ Historic Preservation Committee, "History and Tour;" HSPD, "Palm Desert Milestones," 26.

³⁸ McKenney, *Desert Editor*, 114.

use of equipment in a desert environment.³⁹ Most personnel stayed in Cathedral City rather than on-site. The installation was dismantled in 1944. While the Vehicle Pool brought a great deal of activity and infrastructure to Palm Village, no permanent structures were erected, and the only remnants of the Vehicle Pool appear to be a small selection of concrete pads in Deep Canyon. By the time that development began in earnest in the 1940s, all that remained from the Vehicle Pool was a large parcel of disturbed soil at the base of Palm Desert's alluvial fan and some scattered concrete pads. The end of World War II in 1945 would bring about a new and very different development era for the Palm Village area, led by brothers Cliff and Randall Henderson.

Theme: Early Industrial Development, 1910-1945

Walter Schmid's ca. 1910 well was soon joined by that of other landowners and homesteaders hoping to establish agricultural operations in the Palm Desert-Indian Wells area. At least 17 other wells were present in T. 5S R. 6E by 1919, most north of what is now Highway 111, and Blair is thought to have drilled about six of them.⁴⁰ A Coachella Valley Water District official listed 17 pre-1919 well owners in T. 5S, R 6E (including portions of today's Indian Wells as well as Palm Desert): "A. Chapin, E.B. Densmore, C.E. Cook, George Coombs, Charles Thomas, Krutz family, Harold McKenzie, A.F. Grier, W.H. Hayhurst, Conroy Date Garden, George Jenks, Battery Well, W.S. Frey, Art Thomas, E.S. Morrow, Mrs. C.F. Saunders, and Capt. John F. Faulks."⁴¹ As noted in the previous context, Frey was the first known patent holder in Palm Desert proper (1913), and John H. Folks (appears to be the correct spelling/appellation) was a contemporary. The Jencks family held multiple early patents – in addition to the one claimed by William Jencks in 1912, his relative Lucy P. Jencks received a patent in 1918, also in Section 18 but in the portion that is now part of Palm Desert.⁴² Caleb Cook was a particularly notable pioneer in the local date industry. He received his patent for 160 acres in the NW ¼ of Section 22, T. 5S R. 6E (what is now Indian Wells) in 1917.⁴³ The Cook Ranch became a regional showpiece that encouraged the establishment of other date farms.⁴⁴

The primary industry in the Palm Desert area prior to 1945 was agriculture. The primary focus was date production, but citrus (particularly grapefruit), grapes, and some other fruits and vegetables were also present; citrus would come to overtake date palms here and elsewhere in the Coachella Valley after World War II. Resources associated with industrial development in the prewar period included outbuildings, fenceline features, bladed roads, and extensive irrigation systems. One of the best known irrigation networks was Charles MacDonald's, which included a well, pumping plant, and reservoir in addition to ditches and other water control features. The MacDonald reservoir remained in place through the Gillette Ranch era and later was used as a swimming pool in Palm Village until it was filled in and

³⁹ Historic Preservation Committee, "History and Tour."

⁴⁰ McKenney, *Desert Editor*, 40.

⁴¹ McKenney, *Desert Editor*, 40.

⁴² Patent No 652917, issued November 7, 1918, accessed December 2024, <https://glorerecords.blm.gov/default.aspx>. Rochelle McCune of the Historical Society of Palm Desert has conducted background research into many of these early patent holders; in this case, it appears that the Jencks patent holders did not actually reside on their patented land. This is a pattern that appears elsewhere as well.

⁴³ Patent No. 566261, issued February 8, 1917, accessed December 2024, <https://glorerecords.blm.gov/default.aspx>.

⁴⁴ HSPD, "Palm Desert Milestones," 12.

covered over in the 1950s.⁴⁵ Owner and tenant residences, many of which reflected a vernacular idiom, were also established on individual landholdings. Some were larger and reflected Period Revival or Ranch styles, like the Spanish Colonial Revival Gillette residence (no longer extant) and the Hacienda Ranch Seaton residence anchoring Roberta's Date Ranch (1937, extant at 43301 Portola Avenue, though not visible from the public right of way, later owned by ventriloquist Edgar Bergen).⁴⁶ These resources are more likely to be eligible for their association with residential development than with industrial development, though eligibility under both themes is possible.

Evaluation Guidelines: Early Industrial Development, 1910-1945

Summary

Resources evaluated under this theme are significant for their association with early industrial development in Palm Desert. Between about 1910 and 1945, Palm Desert's chief economic engine was agriculture. Beyond the 1930s-established intersection of Highways 111 and 74, the landscape largely consisted of vast date palm groves interspersed with citrus, grapes, and other common yields. This area included large holdings like the Gillette Ranch, and smaller and more modest operations that were anchored by the house of the family who owned the land or their tenants. Primarily grown as cash crops, dates and other produce were taken to Indio for freighting by rail; the Palm Desert area does not appear to have had a packing house district or other major infrastructure related to distribution to commercial produce markets. The Kersten Date Ranch (in modern-day Rancho Mirage) is perhaps the closest operation known to have done any date processing.⁴⁷ Small lumber yards, pipe manufacturing operations, or other businesses related to industrial development may have been established during this period, but research indicates any such operations dated to the post-World War II period.

Resources associated with this theme are extremely rare, if existent at all. Palm Desert's early farms and agricultural lands have since been subdivided and developed. Small remnants may remain, particularly north of Highway 111, and they may be archaeological in nature. Full evaluation of any archaeological resources under National Register Criterion D/California Register Criterion 4/Palm Desert Landmark Criterion E/Palm Desert Historic District Criteria C, G requires development of an appropriate archaeological research design, which is outside the scope of this study. If any packinghouses or other facilities associated with the transport and distribution of cash crops remain, they would likely be located along one of the major thoroughfares, including Highway 111, Highway 74, Portola Avenue, or Cook Street, as would any surviving lumber yards or other industrial resources that are associated with this theme.

Associated Property Types

Industrial

- Irrigation infrastructure feature (ditch, well, pumphouse, etc.)
- Designed landscape (remnants of groves, orchards, farms, etc.)
- Packinghouse
- Warehouse

⁴⁵ HSPD, "Palm Desert Milestones," 17; Author unknown, "Palm Desert" unpublished manuscript describing early Palm Village development, on file at the HSPD, PD-History-General-1940s-50s.

⁴⁶ HSPD, "Palm Desert Milestones," 28.

⁴⁷ Rochelle McCune, email communication, April 10, 2025.

- Lumberyard
- Pipe manufacturing plant
- Archaeological remnants of any industrial features

Property Type Summary

Industrial resources that are associated with the early economy of Palm Desert are extremely rare, if extant at all, and may be obscured from public view. The early economy was driven almost exclusively by agriculture, and the resources that were associated with agricultural uses have since been subdivided and developed. There may be some remnant features of early farms and date palm groves, and/or resources related to their operation and product distribution, that survive. Surviving resources, particularly irrigation-related, may include subsurface sites, features, and/or artifacts that may be discovered through construction or other activities that entail disturbance of the ground.

Geographic Location

Any remaining remnants of early agricultural development are more likely to be located in the north portion of the city. If any packinghouses, lumberyards, or other buildings associated with the distribution of crops survive, they would likely be located along major thoroughfares.

Period of Significance

The period of significance for this theme begins in 1910, with increased well drilling and agricultural development, and ends in 1945, with the end of World War II and the beginning of Palm Desert's first major development period.

Integrity Considerations

A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As most agricultural lands in Palm Desert have been subdivided and developed and most traces of its agricultural past have been erased, any surviving resources associated with this theme have likely experienced a dramatic change in setting, and the loss of integrity of setting should not equate to a loss of property integrity. A greater degree of alterations may not preclude a resource from being eligible, though a resource must still retain sufficient integrity to convey its significance, using the guide below.

In addition, since some early industrial resources may be archaeological in nature, these resources ascribe to eligibility standards and integrity considerations specific to archaeological resources (e.g., focus and visibility), as described in *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A, F⁴⁸	<p>A resource that is eligible under this theme may be significant:</p> <ul style="list-style-type: none"> For its association with the earliest patterns of industrial development and growth in Palm Desert, 	<p>A resource that is significant for its historic association is eligible if it retains the essential physical features that comprised its character or appearance during the period of its association with the important event or historical pattern.⁴⁹ A resource from this period should retain integrity of location, design, feeling, and association, at a minimum, in order to convey the important association with the city's development during this period. A resource that has lost some historic materials but maintains its original design intent (e.g., route alignment) and is recognizable as an early industrial resource may still be eligible under this criterion.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1910-1945), and Retain the essential aspects of integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context.

B/2/B	<ul style="list-style-type: none"> For its association with a person (or persons) significant in the history of Palm Desert 	<p>A resource that is significant for its association with a significant person should retain integrity of location, design, feeling, and association, at a minimum, in order to convey its historic association with a significant individual.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1910-1945), and Retain the essential aspects of integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context, and Be directly associated with the notable person's
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⁴⁸ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

⁴⁹ National Register Bulletin 15.

			productive period – the time during which she or he attained significance.
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Criteria	Significance	Integrity Considerations	Registration Requirements
D/4/E ⁵⁰	An individual property eligible under this context may be significant: <ul style="list-style-type: none"> For yielding, or being likely to yield, information important to the prehistory or history of Palm Desert and/or Southern California 	The assessment of integrity for resources considered for information potential depends on the data requirements of the applicable research design. A property possessing information potential does not need to recall visually an event, person, process, or construction technique. It is important that the significant data contained in the resource remain sufficiently intact to yield the expected important information, if the appropriate study techniques are employed. ⁵¹	To be eligible under this context, a resource should, at a minimum: <ul style="list-style-type: none"> Date to the period of significance (1910-1945), and Retain sufficient integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context.
D/4/G	A historic district eligible under this theme may be significant: <ul style="list-style-type: none"> For yielding, or being likely to yield, information important to the prehistory or history of Palm Desert and/or Southern California 	See above.	<ul style="list-style-type: none"> See above

⁵⁰ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

⁵¹ For more information about the application of Criterion D, refer to National Register Bulletin No. 15.

Theme: Early Residential Development, 1910-1945

The oldest extant house known to survive in Palm Desert (43301 Portola Avenue) was constructed by Roberta and Bill Seaton in 1937; known as Roberta's Date Ranch, the property was originally surrounded by formal gardens, date palm groves, grapevines, and alfalfa fields and is now surrounded by a mobile home park.⁵² The Seatons sold the house to ventriloquist Edgar Bergen in 1942, and it has been known as the Bergen House since that time. Though not visible from the public right of way, the 3,000-square ft. house is thought to retain its original Hacienda Ranch style and its overall historic character. No extant residences are known to pre-date this house, as properties like the Gillette house and other farm/ranch residences have been demolished.

Most of Palm Desert's pre-World War II residential development occurred in the area immediately abutting the north side of Highway 111, where the MacDonald Ranch and then Gillette Ranch had been. William A. Johnson began acquiring land here in 1933 and became the area's first residential developer. By 1935, he had subdivided about 50 lots.⁵³ Multiple secondary sources note that Johnson hired landscape architect Charles Gibbs Adams to design the subdivision's curving layout; this may be correct, but it appears that the curvilinear street layout was not graded until late 1939. Adams' participation is as likely to have been under the next manager of Palm Village as under Johnson. Research was unable to confirm this in primary sources.⁵⁴ A 1949 article remembered the earliest layout of this subdivision to be "one mile long and half a mile wide, and looking like nothing human."⁵⁵ Similarly, secondary sources state that Johnson constructed six to eight houses, but construction of homes in the Palm Village subdivision prior to 1938 could not be confirmed.⁵⁶ It is entirely possible that either Johnson or a few individual owners built homes at that time, but primary sources do not confirm the assertion.

⁵² HSPD, "Palm Desert Milestones," 28; City of Palm Desert Historic Preservation Committee, "History and Tour of Palm Desert Historical Sites, April 27, 2007" (bus tour booklet on file at the City of Palm Desert and at the HSPD).

⁵³ McKenney, *Desert Editor*, 116.

⁵⁴ These sources also state that Adams was renowned for his designs for the City of Beverly Hills, but this is likely erroneous. Beverly Hills' historic master plan was designed by Wilbur D. Cook with Myron Hunt, not Adams, who did design at least one residential estate garden in that city. Aerial photographs of the Palm Village area in January 1939 and September-December 1939 show that the curvilinear layout was not being graded until the latter date. Fairchild Aerial Surveys, Flight C-6060, September 27, 1939 – December 7, 1939, and Flight C-5582, January 13, 1939, available through UC Santa Barbara Library Geospatial Collection, accessed December 2024, <https://www.library.ucsb.edu/geospatial/aerial-photography>.

⁵⁵ "Background of Palm Village Is Told."

⁵⁶ HSPD, "Palm Desert Milestones," 26; "Background of Palm Village Is Told." Newspaper articles from 1940 mention construction of the first homes in Palm Village, after the Mollin Investment Co. had taken over the development (e.g., "New Palm Village Development Now Open," *Desert Sun* January 12, 1940).



A 1930s aerial showing the Seaton Ranch in the foreground, Palm Village, the recently completed Highway 74, and the barren alluvial fan that would later become Palm Desert. (Historical Society of Palm Desert)

Around 1937, the Mollin Investment Company took over management of the development and began subdividing and building in earnest; Johnson sold his interest in the tract to Mollin in 1942.⁵⁷ It appears to have been under Mollin management that the development was first advertised under the name Palm Village, and that actual subdivision construction took place. In November 1939, local laborers were at work laying out Palm Village, “a new and unique community for people desiring desert homes.”⁵⁸ The 330-acre tract had graded streets with trees planted in parkways, waterlines were being installed, and local architect Cleo Blanchet had been chosen to design an administration building.⁵⁹ Planned next was construction “of at least six desert bungalows, several of which will be furnished and open to the public as model homes.”⁶⁰ Two months later, the water system was complete, the landscape was planted, the administration building (location unknown) had been built by G. Maurice Romney, and Palm Village was officially opened for sales.⁶¹ The developers noted the subdivision was a “highly restricted home community, where your kind of people will be your neighbors.”⁶² This language, along with the known language in Palm Village home deeds, indicates the tract had racially restrictive covenants in addition to

⁵⁷ McKenney, *Desert Editor*, 116; “Palm Village Desert Homes,” brochure ca. 1939 noting “established 1937,” on file at the Historical Society of Palm Desert.

⁵⁸ “Palm Village Starts Near Indio,” *Palm Springs Limelight-News* November 18, 1939.

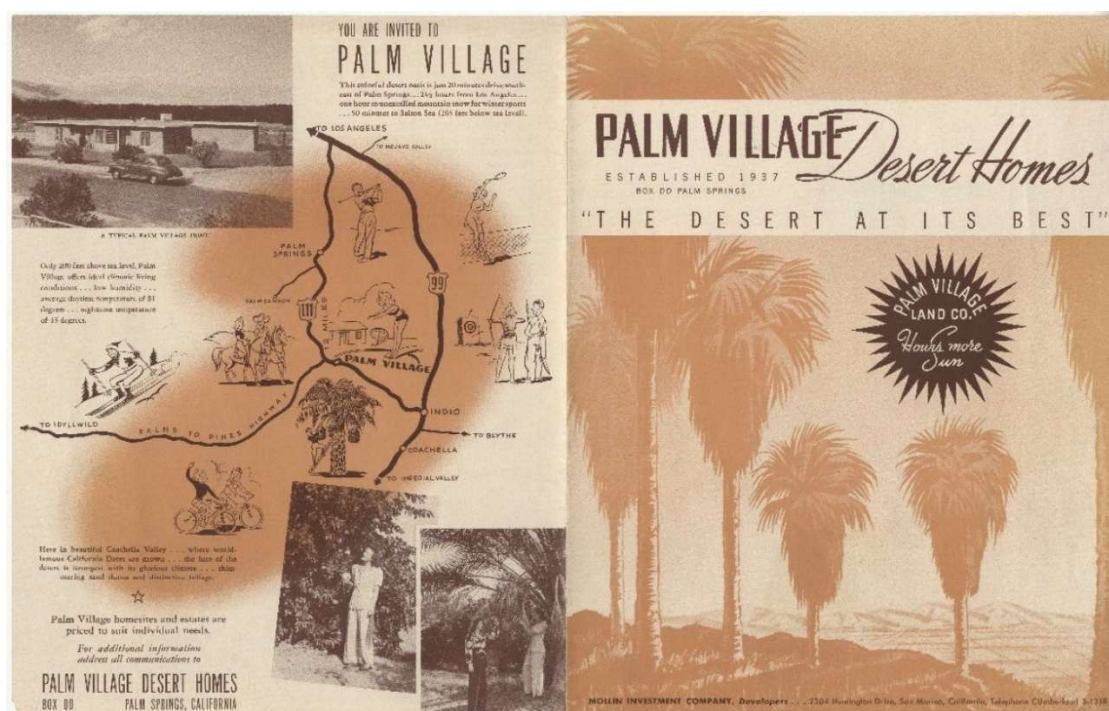
⁵⁹ “Palm Village Starts Near Indio.”

⁶⁰ “Palm Village Starts Near Indio.”

⁶¹ “New Palm Village Development Now Open;” Palm Village display advertisement, *Desert Sun* January 12, 1940.

⁶² Palm Village display advertisement.

covenants controlling architectural design.⁶³ This was a pattern common across Southern California and the nation at that time. Federal Housing Authority (FHA) loans were available, indicating Palm Village adhered to FHA guidelines.



Palm Village Desert Homes brochure, ca. 1939. (Historical Society of Palm Desert)

As of January 1940, plans had been approved for at least eight homes, to be constructed on spec by contractors from Salt Lake City and Hollywood.⁶⁴ By the end of the year, the developer was touting recreational opportunities through the Palm Village Club, “an informally organized, closely restricted club designed to offer sports facilities to residents, members and their guests.”⁶⁵ The subdivision also included a wire fence and tamarisk hedge to ensure privacy. Though the developer optimistically reported strong sales of Palm Village lots through 1940, it does not appear that more than a dozen or so homes were built before 1945.⁶⁶ These were relatively small and modest, built in vernacular adaptations of Moderne, Modern, and Minimal Traditional styles. Houses built during this period generally reflected the design standards of the FHA, with modest footprints and conventional styling. Today, only a few homes dating to 1939-1941 survive in the Palm Village area. Some are not visible from the public right-of-way and their condition cannot be assessed. The known 1930s-40s homes include at least four on San Marino Circle, and one each on San Jacinto Avenue and San Jose Avenue. These scattered homes and the reservoir-turned-swimming-pool constituted the bulk of Palm Village and of the area’s prewar residential development. No multi-family residential properties are known to have been constructed during this time.

⁶³ Luke Leuschner, personal communication regarding previous deed research, December 2024.

⁶⁴ “New Palm Village Development Now Open.”

⁶⁵ “Palm Village Season To Open,” *Los Angeles Times* November 10, 1940

⁶⁶ “Palm Village Season To Open;” “Desert Community Properties Selling,” *Los Angeles Times* December 1, 1940;



The Raymond Wilson homestead at the corner of Highway 74 and 111 pictured in 1934 during architect Albert Frey's stay at the property. (Palm Springs Art Museum)

Outside of Palm Village, the only known residential development between 1910 and 1945 were scattered farm houses and homesteads, including the “jackrabbit homesteads” of the Cahuilla Hills (outside the boundaries of today's City of Palm Desert). Like the houses of Palm Village, these early residential properties tended to be relatively small and built in vernacular interpretations of defined styles, or even built of salvaged materials in purposely rustic and ad hoc style. A few, like the 1937 Seaton-Bergen house, were larger and built in recognizable architectural styles – in this property's case, Hacienda Ranch. All told, actual residential construction in Palm Desert was minimal at this time. But the layout of Palm Village provided an open framework that would fill in with new residential development after the end of World War II, and in tandem with the rise of the Palm Desert Corporation.

Evaluation Guidelines: Early Residential Development, 1910-1945

Summary

Resources evaluated under this theme are significant for conveying patterns of residential development in Palm Desert during the pre-World War II period. Homesteading and agricultural development led to the construction of scattered residences, but it was not until the subdivision of Palm Village in the 1930s that the project area saw an organized residential subdivision. Even then, very few (likely less than a dozen) single-family residences were constructed before 1945, and no multi-family residences are known to have been built. Resources associated with this theme are rare, and do not appear to be found as

cohesive, intact groupings that could be historic districts. They are more likely to be individual properties significant for their association with early patterns of residential development rather than for their architectural character. Individual properties may also be significant if they are associated with important events or people from this period.

Associated Property Types	Residential <ul style="list-style-type: none"> • Single-family residence
Property Type Summary	All known residential development from this period consisted of detached, low-scale, single-family houses, most commonly in the Palm Village area. Most were designed simple Minimal Traditional, Modern, or Moderne styles, often in a modest vernacular interpretation, rooted in the design standards of the FHA. At least one extant property (the Seaton-Bergen House) is larger and reflects the Hacienda Ranch style.
Geographic Location	Residential development from this period was largely concentrated in the Palm Village area north of Highway 111, though a few properties (e.g., the Seaton-Bergen House) were outside Palm Village.
Period of Significance	The period of significance for this theme begins in 1910, with increased well drilling and agricultural development leading to more settlement and eventual residential development, and ends in 1945, with the end of World War II and the beginning of Palm Desert's first major development period.
Integrity Considerations	A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As resources associated with this theme are rare, some latitude should be granted when evaluating associated properties. A greater degree of alterations may not preclude a resource from being eligible, though a building must still retain sufficient integrity to convey its significance, using the guide below.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A, F⁶⁷	An individual property eligible under this theme may be significant:	A resource that is significant for its association with historic patterns of events or as the site of a significant historic event is eligible if it retains the essential physical features that	To be eligible under this theme, a resource should, at a minimum:

⁶⁷ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

	<ul style="list-style-type: none"> • For its association with residential development in Palm Desert during this period; or • As the site of a significant historic event from this period. 	<p>comprised its character or appearance during the period of its association.⁶⁸ A residential property from this period should retain integrity of location, feeling, and association, at a minimum, in order to convey the important association with the city's development during this period. A property that has lost integrity of setting may still be eligible. A resource that has lost some historic materials or details may still be eligible if it retains the majority of the features that illustrate its original style and appearance in terms of the massing, spatial relationships, proportion, and fenestration pattern. A resource is generally not eligible if it retains some basic features conveying form and massing, but has lost the majority of features that characterized its appearance during its historical period.</p>	<ul style="list-style-type: none"> • Date to the period of significance (1910-1945), and • Retain the essential aspects of integrity, and • Retain enough of its essential physical features to sufficiently convey its association with the historic context.
B/2/B	<ul style="list-style-type: none"> • For its association with a person (or persons) significant in the history of Palm Desert 	<p>A property that is significant for its association with a significant person should retain integrity of location, design, feeling, and association, at a minimum, in order to convey its historic association with a significant individual.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> • Date to the period of significance (1910-1945), and • Retain the essential aspects of integrity, and • Retain enough of its essential physical features to sufficiently convey its association with the historic context, and • Be directly associated with the notable person's productive

⁶⁸ National Register Bulletin 15.

			period – the time during which she or he attained significance.
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Theme: Early Commercial Development, 1910-1945

While no commercial properties dating to 1910-1945 are known to survive in Palm Desert, several appear to have been constructed during this period, and this theme is minimally developed to address any properties that may be identified in future studies.

Most early businesses catered to travelers and seasonal visitors, with little specifically provided for the few people actually residing in the Palm Village area, and with any major development rendered impracticable by the Depression and then materials rationing and building restrictions during World War II. Some local farmers sold their products – dates in particular – from roadside stands along the Palm Springs-Indio highway. King Gillette Jr. is known to have sold dates at a market in Palm Springs during the 1930s and 1940s before transitioning to mail-order business.⁶⁹ Given Palm Village’s location at the intersection of two regional highways, it seems likely that an auto service station would have been among the first commercial properties established here, but research did not yield any information on such a business.



The Palm Village Pool as created by the Mollin Investment Co. (Clifford Henderson Collection, Historical Society of Palm Desert)

The Mollin Investment Co. made the old Gillette reservoir-turned-swimming pool into a business in the 1940s, charging admission to the “restricted public” – in other words, the white public.⁷⁰ The company

⁶⁹ “King Gillette Will Operate P.S. Date Mart,” *Palm Springs Limelight-News*, October 28, 1939; “Milner Leases P.S. Date Market,” *Limelight-News* July 31, 1942.

⁷⁰ “Swimming” display advertisement, *Desert Sun* May 3, 1940.

also appears to have also established the Palm Village Market as the area's first grocery and dry goods store in 1946; some secondary sources state the market was first opened in the pump house building next to the swimming pool in 1944-45, before construction of the new building.⁷¹ Bob Keedy managed the market for use by locals as well as visitors. In 1941-42, "Bob's Palm Village Stables" offered riding instruction on local desert trails.⁷² Other early businesses were planned, though it is unclear how many, if any, were actually constructed. One example is the La Hacienda Rancho D'Oro hotel, which announced in May 1940 that its 30-acre Palm Village property featuring Monterey Revival and Mission Revival buildings would be ready for occupancy in November.⁷³ No further mention of this ambitious endeavor could be found.

Some secondary sources state that the Palm Village Inn opened as the area's first restaurant in 1943, but the earliest available primary sources state Bill Ude opened the Inn opened in November 1945, with an official "grand opening" in January 1946.⁷⁴ Located halfway between Palm Springs and Indio, the Ranch style Palm Village Inn was a popular stop for dinner and cocktails.



The Palm Village Inn at the corner of Highway 111 and Portola Avenue. (Clifford Henderson Collection, HSPD)

After the end of World War II and with the rise of the Palm Desert Corporation, many more commercial properties were established. This is discussed in the next context, Planned Development in Palm Desert, 1945-1956.

⁷¹ HSPD, "Palm Desert Milestones"; Hal Rover, Kim Housken, and Brett Romer, *Images of America: Palm Desert* (Historical Society of Palm Desert, 2009), 27.

⁷² Display advertisements, *Desert Sun* December 1941-March 1942. The business name does not appear to refer to Bob Keedy.

⁷³ "Natt Head to Manage Own Hotel in Desert Near Palm Springs," *Desert Sun* May 3, 1940.

⁷⁴ "Bill Ude Opens New Restaurant at Palm Village," *Desert Sun* November 2, 1945; "Grand Opening" display advertisement, *Desert Sun* January 11, 1946.

Evaluation Guidelines: Early Commercial Development, 1910-1945

Summary

Resources evaluated under this theme are significant for conveying patterns of commercial development in Palm Desert during the pre-World War II period. Commercial properties established during this time were associated with the Palm Village residential development under the management of the Mollin Investment Company, and were very few in number. No extant resources are known to be associated with this theme, but evaluation guidelines are provided in the event any are identified in future studies.

Associated Property Types

Commercial

- Retail building
- Restaurant
- Auto-oriented business
- Recreational facility (stables, pool)
- Signage

Property Type Summary

Commercial development from this period was minimal and catered primarily to travelers and visitors. A local market, swimming pool, stable, and roadside date stands are the only known pre-World War II commercial properties to have existed, and none are extant.

Geographic Location

Resources associated with this theme would be expected along the south edge of the original Palm Village area (the north side of Highway 111, roughly between Monterey Avenue on the west and Deep Canyon Road on the east), and along the major thoroughfares of Highways 111 and 74.

Period of Significance

The period of significance for this theme begins in 1910, with increased well drilling and agricultural development leading to more settlement and eventual residential/commercial development, and ends in 1945, with the end of World War II and the beginning of Palm Desert's first major development period.

Integrity Considerations

A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As resources associated with this theme are extremely rare if existent at all, some latitude should be granted when evaluating associated properties. A greater degree of alterations may not preclude a resource from being eligible, though properties must still retain sufficient integrity to convey their significance, using the guide below.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A, F ⁷⁵	<p>An individual property eligible under this theme may be significant:</p> <ul style="list-style-type: none"> • For its association with patterns of commercial development in Palm Desert during this period; and/or • As the site of a significant historic event from this period. 	<p>A resource significant for its historic association is eligible if it retains the essential physical features that comprised its character or appearance during the period of its association with the important event or historical pattern. A commercial property from this period should retain integrity of location, design, feeling, and association, at a minimum, in order to convey the important association with the city's development during this period. A resource that has lost some historic materials or details may still be eligible if it retains the majority of the features that illustrate its original style and appearance in terms of massing, spatial relationships, proportion, and fenestration pattern.</p> <p>Minor alterations – such as door replacement, re-roofing, or compatible re-stuccoing – shall not, in and of themselves, render a resource ineligible. However, the cumulative impact of multiple minor alterations may compromise a resource's overall integrity. More substantive alterations that are difficult to reverse – such as extensive storefront modifications that obscure the original form and program of the building, modification of original fenestration patterns, the removal of historic finishes or features – compromise a resource's integrity and are likely to render it ineligible.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> • Date to the period of significance (1910-1945), and • Retain the essential aspects of integrity, and • Retain enough of its essential physical features to sufficiently convey its association with the historic context.

⁷⁵ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

4.5 Context: Palm Desert Planned Community Development, 1946-1956

Historical Background

The end of World War II brought about significant growth in Southern California, and the Coachella Valley was certainly no exception. In the years immediately following the war, the region underwent great development as a result of the Los Angeles region's considerable expansion in both population and industry. The region, which had served as a center for wartime manufacturing efforts, parlayed its industrial wartime campaign into a stable aerospace and manufacturing industry. Vast quantities of land in the region's hinterlands – the San Fernando and San Gabriel Valleys, and further communities in San Bernardino and Riverside Counties – were developed with affordable tract homes for returning GIs and their soon-to-be families. Between 1940 and 1950, Southern California's population grew by a staggering 53%.⁷⁶

Prior to the war, Palm Springs was marketed as an exclusive resort city complete with high-end hotels like the Desert Inn and El Mirador, and a selection of exclusive subdivisions like Las Palmas, Deepwell Ranch, and Smoke Tree Ranch with custom-built resort homes for business executives, Hollywood stars, and the generally well-to-do.⁷⁷ A selection of more affordable lodges and hotels catered to the middle classes, and a selection of subdivisions were also more affordable – Palm Village, twelve miles east of Palm Springs, was among them – but the city overwhelmingly catered to an upper-class lifestyle. In the further reaches of the Coachella Valley, agriculture still dominated, with the occasional development (such as the 1926 La Quinta Inn) following the Palm Springs model.

This narrative changed with the end of World War II. Within a span of only a few years, Southern California's middle-class population had skyrocketed and its economy was vastly prosperous. The Coachella Valley had only two main industries, tourism and agriculture, but it contained vast quantities of undeveloped land, the nucleus of a robust tourism industry that had gone dormant during the war, and most importantly, great proximity to hordes of recreation-seeking middle-class Californians. Within months of the end of World War II in September 1945, development began in earnest throughout the Coachella Valley, this time catering to a broader, middle-class clientele. From the beginning, development was of a seasonal and recreational character unlike the development happening in Los Angeles. Central Palm Springs was infilled with new housing, shopping centers, and resorts – the El Mirador Hotel, converted to a military hospital during the war, was revamped and reopened.⁷⁸

Moreover, the style of this new development was a marked shift from the design prior to the war. Whereas Spanish Revival and Mediterranean architecture previously dominated in the Coachella Valley in an attempt to align with the character of other resort cities like Santa Barbara, Palm Springs signaled its difference postwar with Mid-Century Modern architecture. Designed by the likes of Albert Frey, John Porter Clark, Willian Cody, Donald Wexler, and E. Stewart Williams, "Desert Modernism," and various other adaptations of Modernism became the norm for new development. The Mid-Century Modern

⁷⁶ Kevin Starr, *Embattled Dreams: California in War and Peace, 1940-1950* (New York: Oxford University Press, 2002), 193-194.

⁷⁷ Lawrence Culver, *The Frontier of Leisure: Southern California and the Shaping of Modern America* (New York: Oxford University Press, 2010), 154-157.

⁷⁸ Culver, *Frontier of Leisure*, 179-180.

design of postwar development ranged from the refined (e.g., Paul Williams and A. Quincy Jones' Palm Springs Tennis Club) to the more fantastical (e.g. Albert Frey's North Shore Yacht Club or William Krisel's butterfly roofs), but it was all intended to market a new and exciting epoch of the middle-class desert.⁷⁹

Most of this new development, however, occurred in the undeveloped desert surrounding Palm Springs. This land, stretching from Cathedral City to Indio, was incredibly affordable and plentiful while still being proximate to the allure and facilities of Palm Springs. Previously, this region had largely consisted of scattered date ranches, other agricultural operations, and the occasional unsuccessful real estate subdivision, making it easy for developers to acquire large parcels. Between 1945 and 1960, cities like Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, and La Quinta were developed (or in some cases entirely conceived) with large-scale subdivisions largely targeted towards the middle-class. Following the Palm Springs precedent, this development was frequently designed in a Mid-Century Modern style. Such was the context in which Palm Desert was born.

The genesis of today's Palm Desert, however, occurred during a chance encounter between two brothers, Clifford ("Cliff") and Randall Henderson, during World War II. Born in Iowa, the brothers each migrated to California in the first decade of the 20th century, where they attended USC, served in World War One, and launched their own successful careers. Cliff found notability in the fledgling aviation industry, where he served as the first manager of the airport that would become LAX, before moving onto to a prominent position as the Manager of the National Air Races. There, he developed a broad network that included star aviators, entertainers, and industry figures. Before and after the National Air Races, he was an astute businessman with investments in multiple ventures, including a short-lived car dealership venture and investment properties with Carl Henderson, another brother who had become a Santa Monica realtor and developer.⁸⁰

Randall had pursued a similarly successful but highly different path. He had worked under the famed *Los Angeles Times* journalist Harry Carr during college, and quickly became entrenched in the world of journalism and publishing. He was also fascinated with the deserts of the American Southwest, and after college he managed a number of papers in small desert towns including the *Parker Post* and *Blythe Herald*. His first big break came at the end of World War I when he purchased the *Calexico Chronicle* in Imperial Valley, about 130 miles south of the Coachella Valley, and oversaw the expansion of the paper and his role as a voice of the desert. His most enduring success, however, was his establishment of *Desert Magazine* in 1936 with fellow author J. Wilson McKenney.⁸¹ Dedicated to all things having to do with the desert, the magazine featured articles on a variety of topics, featuring articles on such things as desert flora and fauna, historic lore, and homesteading techniques. It quickly gained a cult-like following of desert enthusiasts until its publication ceased in the early 1980s.

When World War Two arrived, both Henderson brothers enlisted. By great chance, they crossed paths at a military base in Northern Africa where they discussed their plans after the war. Cliff was reeling from the success of his latest venture, the iconic Streamline Moderne Pan-Pacific Auditorium in Hollywood,

⁷⁹ Culver, *Frontier of Leisure*, 179-189.

⁸⁰ Luke Leuschner, "Palm Desert: A Sellable Dream on Forsaken Land, Part I," *The Hourglass*, Fall 2021.

⁸¹ J. Wilson McKenney, *Desert Editor: The Story of Randall Henderson and Palm Desert* (Georgetown: Wilmac Press, 1972), 69-72.

which he had developed with their fellow brother Phil Henderson. Randall was still busy with *Desert Magazine*, which had developed into a nimble operation based in El Centro, and he was making plans to relocate its headquarters to the Coachella Valley at the conclusion of the war. Cliff, whose primary business interest had become real estate development, apparently noted that he would be interested in developing a subdivision around such a locale.⁸²

Randall began acting on his plans for the future of Desert Magazine immediately after being discharged in the fall of 1944, before the war had ended. He imagined purchasing a considerable piece of acreage in a remote part in or near the Coachella Valley, building a publishing plant, art gallery, employee lodging, and an “arts and crafts village.” After a few months of searching with the help of Palm Springs realtor Raymond Cree (who initially offered Randall land in Rancho Mirage that would ultimately become Thunderbird Country Club), he encountered the land at the intersection of Highway 111 and Highway 74, which sat on a large undeveloped slope facing Palm Village.⁸³ The land had been the Army vehicle pool as part of General Patton’s regional Desert Training Center during the war.⁸⁴



The vehicle pool part of the Desert Training Center on present-day Palm Desert. (Historical Society of Palm Desert)

⁸² McKenney, *Desert Editor*, 50-53. Later in his life, Cliff Henderson falsely claimed that he had discovered and founded Palm Desert largely without Randall, exaggerating a story that he had visited the former ranch of entertainer Edgar Bergen in 1945 and conceived of the city there. This story has been overturned in light of previously unseen and extensive documentation at the Historical Society of Palm Desert and the Randall Henderson Collection at the Bancroft Library at UC Berkeley.

⁸³ Letter from Randall Henderson to J. Wilson McKenney, November 16, 1944. Randall Henderson Letters Collection, Historical Society of Palm Desert.

⁸⁴ Sid Burks, “Before the City of Palm Desert, There Was Palm Village,” *Desert Sun*, June 29, 2017, <https://www.desertsun.com/story/life/2017/06/29/before-city-palm-desert-there-palm-village/419487001/>.

Randall drafted a prospectus for the owners of Palm Village, proposing that they donate land to Desert Magazine in exchange for its promised economic boost. Recalling Cliff's comment in Africa, however, Randall showed his younger brother the proposal, who immediately took a liking to the idea of purchasing land on the slope and developing a subdivision, of which Desert Magazine would receive complementary land. Cliff brought in their other brother, Phil, and began planning in earnest. Between 1944 and 1945, Randall played a key role in piecing together the parcels while Cliff and Phil worked on piecing together a vision and financial structure for the project.⁸⁵



The original 1946 rendering for Palm Desert featuring Tommy Tomson's signature curved streets. (Clifford Henderson Collection, Historical Society of Palm Desert)

The vision for the community quickly grew from a Desert Magazine outpost to an entire desert city, and Randall and Cliff's visions soon came into conflict. Originally, Desert Magazine was to be placed at the center of the subdivision, and Randall envisioned a subdivision that supported a humble population of year-round desert residents, with arts and culture central to the vision. Cliff, however, began to envision a seasonal resort city in the mold of Palm Springs, suited for the upper-class populations typical of his personal network. Within a short period, Randall's vision was pushed aside, and Desert Magazine's

⁸⁵ McKenney, *Desert Editor*, 60-61. Letters in the collections of the HSPD detail the many land transactions that Randall helped to facilitate.

complimentary forty-acre parcel was relocated to the edge of the subdivision.⁸⁶ At the center of Cliff's city was to be the Shadow Mountain Club, an exclusive club for the city's residents following the model of operations like the Palm Springs Tennis Club and Palm Springs Racquet Club.

Formal planning proceeded throughout 1945 and early 1946. Cliff brought on their brother-in-law Tommy Tomson, a Los Angeles landscape architect noted for his designs for Los Angeles Union Station and Rancho Santa Anita Racetrack, for the urban planning. In turn, the famed Los Angeles architect Gordon Kaufmann, responsible for such works as the Los Angeles Times headquarters and Hoover Dam, was hired to be the community's architect under his firm Kaufmann, Lippincott, and Eggers.⁸⁷ Various combinations of the Henderson brothers (Cliff, Phil, and Randall), Tomson, and Kaufmann visited desert cities like Tucson and developments like Smoke Tree Ranch to gather ideas for the city they were to build.⁸⁸

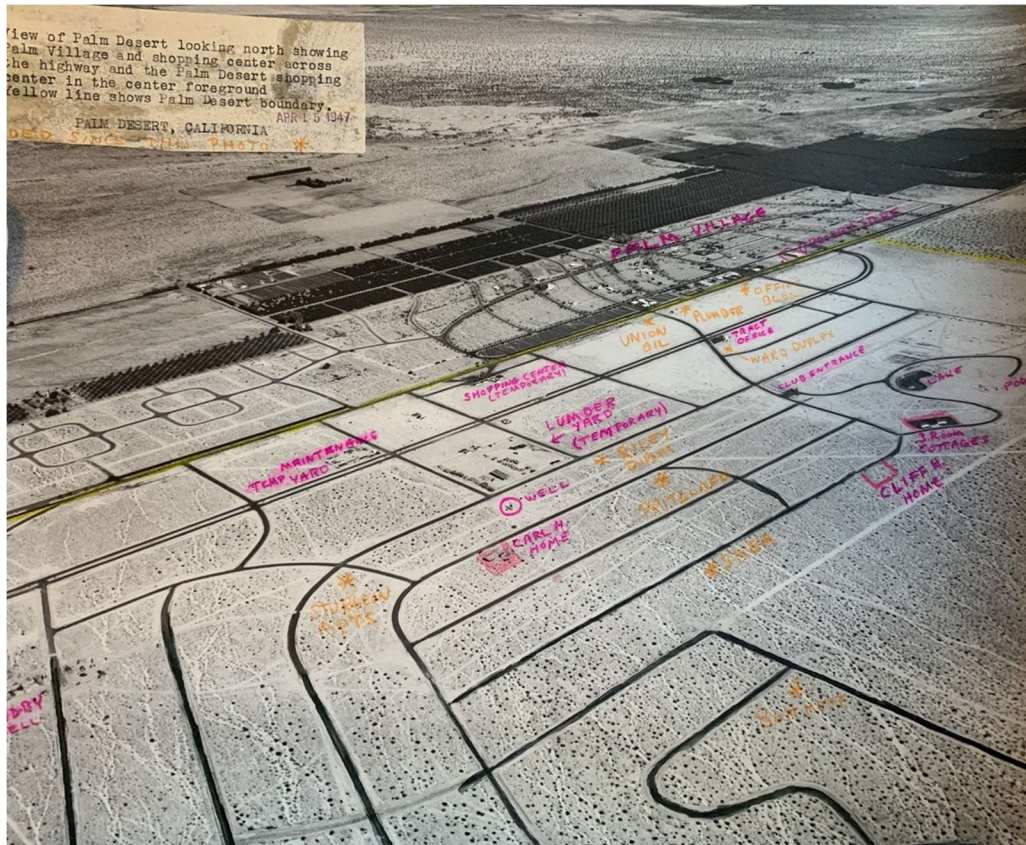
Attempting to echo the sound of a resort city, Phil Henderson suggested the name "Palm Desert," which was essentially to be a town conceived by and for a high-end seasonal population, developed at once by a corporation.⁸⁹ Randall, although he had succeeded in getting a site for Desert Magazine and its facilities, had taken on an advisory role to Cliff, though he frequently found his advice cast aside. A final blow occurred to Randall's vision when the arts and crafts village he was to develop with Cliff fell through, and he essentially retreated into the planning of Desert Magazine's new facilities, which had merely become one part of Cliff's entire city.

⁸⁶ The relocation of the Desert Magazine was due to logistical difficulties as much as it was to a growing dissonance between Cliff and Randall's vision for Palm Desert. The land at the center of the plan, where Desert Magazine was to be located, was owned by a man named Raymond Wilson who created a challenge for the Palm Desert Corporation, and Desert Magazine was relocated amidst discussions with Wilson over the availability and provision of his land.

⁸⁷ Steven Keylon, "The Glamorous Gardens of Tommy Tomson: Part One," *Eden* 18, no. 4 (Fall 2015): 12–18.

⁸⁸ Letter from Randall Henderson to Cliff Henderson, February 26, 1945, Randall Henderson Papers, Bancroft Library, UC Berkeley (facsimiles available at Historical Society of Palm Desert).

⁸⁹ Letter from Randall Henderson to Cliff Henderson, June 1, 1945, Randall Henderson Papers, Bancroft Library, UC Berkeley (facsimiles available at Historical Society of Palm Desert).



A 1946 aerial of Palm Desert shortly before sales opened in November. (Clifford Henderson Collection, Historical Society of Palm Desert)

The Palm Desert Corporation (PDC) officially came into existence in 1946 with Cliff at the helm. Its principal investors included such figures as tire magnate Leonard Firestone, entertainer Edgar Bergen (who also owned a nearby ranch), and actor Harold Lloyd.⁹⁰ The PDC became responsible for all aspects of community development and planning. It laid all the subdivision's streets (which Randall had named after desert plants) and underground utilities, constructed the Shadow Mountain Club and Shadow Mountain Lake, sales facilities, and a number of other auxiliary structures. Given that PDC was to build an entire town, it also incentivized the establishment of necessary features like a post office, elementary school, fire station, and church.⁹¹ Unlike many other developments of the ensuing decade, it did not develop the housing itself, but instead sold lots to individual homeowners and spec builders. Carl Henderson, the brother who was a Santa Monica realtor, was brought on to handle the sales for the community. When the new town opened for sales in November of 1946, it had nearly sixteen miles of paved streets but only two houses constructed on them: one was Cliff's, and the other was Carl's.

⁹⁰ "New Community is Planned," *Palm Springs Limelight News*, October 11, 1946.

⁹¹ Luke Leuschner, "Sellable Dream, Part I," 2021.



The first day of construction in the summer of 1946, showing the empty slope of Palm Desert (with disturbance from WW2 vehicle pool) from the corner of Portola Ave and Highway 111 (top, left); One of the early Palm Desert billboard alongside Highway 111 (top, right); The first day of sales on November 16, 1946 (bottom, left); Cliff Henderson showing prospective buyers a rendering of the Gordon Kaufmann-designed Shadow Mountain Club (bottom, right). (Clifford Henderson Collection, HSPD)

The years in which the PDC developed and owned Palm Desert were some of the most critical not only because the corporation literally brought it into existence but also set the tone of the city for the decades to come. The PDC controlled all aspects of Palm Desert: who its residents were, what type of houses they were allowed to build, and what businesses could open. Ultimately, it followed all the conventions of a high-class resort city as exemplified by Palm Springs. Although there was no government, the PDC created the Palm Desert Community Association to review prospective residents, who were subject to racial restrictions.⁹² The PDC's most enduring legacy was the establishment of Palm Desert as a seasonal resort community, a character which it still largely possesses.

It was this period in which the region known as Palm Desert saw its second wave of growth since the creation of Palm Village, which had languished during the war. Dozens of seasonal estate homes were

⁹² Luke Leuschner, "Palm Desert: A Sellable Dream on Forsaken Land, Part II," *The Hourglass*, Winter 2022.

constructed on the lots surrounding the Shadow Mountain Club in addition to dozens more in adjoining subdivisions. Under a new owner, Palm Village also opened additional units and resurrected its sales campaign immediately postwar, and many of its lots filled out with smaller, affordable homes intended for a more year-round clientele. At the same time, other subdivisions like Panorama Ranch and Palm Dell were conceived and opened at this time, oftentimes capitalizing on the name of Palm Desert as cultivated by the PDC. Indeed, much of the growth in Palm Village and other subdivisions can be attributed to the PDC's success in drawing residents.



The first Palm Desert Post Office as constructed by the PDC. (Clifford Henderson Collection, Historical Society of Palm Desert)

Most vitally, Palm Desert emerged as a distinct town within the Coachella Valley. Whereas previously the only placename had been that of the languishing Palm Village, Palm Desert both emerged and usurped its predecessor. Integral to this was the PDC's hard-fought campaign to establish a post office under the name of Palm Desert, which they succeeded in doing. Additionally, by 1950, the Palm Desert Community Church and the Palm Desert School also carried the name. In 1951, Palm Village officially became part of Palm Desert with an honorary declaration. Even before then, however, "Palm Desert" had taken the place of "Palm Village" on regional maps.

While the residential components of Palm Desert grew at a decent rate, other parts of the community, like its commercial districts, were not as quick to grow. Industrial development, including the date farming and other agricultural operations that had shaped Palm Desert in its earlier years, began a rapid decline as the area's residential development grew in the postwar period and groves were replaced with seasonal houses. In 1949, the Coachella Valley's irrigation capability increased greatly with the completion of the Coachella Branch of the All-American Canal; this decade-long construction project transported water from the Colorado River and became part of an even larger system with 1960s

expansions.⁹³ The valley's agricultural industry diversified to include more citrus, grapes, and other crops beyond dates. By the mid-1950s, though, Palm Desert was well on its way to becoming more residential than agricultural. The community did not see significant development in agriculture or any other industry beyond that of resort tourism after this time, and no known historic industrial properties are known to survive beyond those from its early development period before World War II. For this reason, the current context and subsequent ones do not include separate themes for industrial development.

While the first years of sales had been successful for the PDC, by the early 1950s it was faced with some financial difficulty as it struggled to keep up the pace. In their dedication to cultivate a "refined" resort city, the PDC did not allow for certain types of development that may have otherwise proven lucrative, such as when they turned down a developer who sought to build out an entire neighborhood with middle-class homes. Numerous of the PDC's planned subdivision units were not completed, and its complete vision was far from realized.⁹⁴

Ultimately, the PDC liquidated its acreage in 1956 when it sold all of its remaining properties to a consortium headed by businessmen Howard Ahmanson and A. Ronald Button, who formed the Palm Desert Sales Company.⁹⁵ The new owners of Palm Desert were concerned less with image than they were with sales, ushering in a new and largely unrestrained era of Palm Desert's development, but one that was similarly dominated by a seasonal lean.

Theme: Residential Development, 1946-1956

Palm Desert largely came into being after World War II, and the architecture, character, and demographics of its residential growth were strongly shaped by the influences of this time period. Engendered by a robust postwar economy in Southern California and the seasonal allure of the Coachella Valley, the Palm Desert Corporation saw foremost to the development of a residential community. Considering that Palm Desert was to be a seasonal resort city, the development of residences was the immediate goal. The PDC owned most of the land south of Highway 111, on which it developed a series of residential units beginning in 1946. These units varied in character, with development ranging from smaller vacation homes to large estates, but they were all subject to significant oversight from the PDC.

Residential development was primarily focused on the southern slope of Palm Desert during the period (which was owned/subdivided by the PDC), in addition to the Palm Village area, which was also expanded with additional subdivision units. A selection of smaller residential subdivisions like Panorama Ranch and Palm Dell were also subdivided, but development was sparse in these tracts.

The PDC maintained a variety of requirements and regulations to ensure that development in the community met a high standard. Unlike numerous other Coachella Valley developers of the postwar period, the PDC (except in a few instances) did not develop residential stock themselves, they sold lots within their exclusive subdivision. To purchase a lot in Palm Desert, one had to first submit an application to the Palm Desert Community Association, which consisted of PDC executives and other local

⁹³ City of La Quinta, "Historic Resource Survey and Context Statement" (prepared by Urbana Preservation & Planning, LLC for the City of La Quinta Design & Development Department, April 2023), 35-36.

⁹⁴ Leuschner, "Sellable Dream, Part II," 2022.

⁹⁵ "Palm Desert Sold to New Developers," *Los Angeles Times*, August 30, 1956.

stakeholders.⁹⁶ Then, in order to construct a home, a prospective homebuilder had to meet the PDC's architectural restrictions, which required a minimum square footage (depending on the unit) and suggested a "modern Ranch" design.

Thus, as was intended, much of the residential development in Palm Desert followed a high-class seasonal model. The homes were larger in size, typically Mid-Century Modern or Ranch in style, and intended for seasonal occupancy. As one editorial explained at the time,

Architectural plans for some of [Palm Desert's homes] are 'out of this world' – the very latest in modern desert design for 'real living' is incorporated into the plans, with unique outdoor and indoor patios – the latest in heating and cooling systems. Although planned for comfort, the true desert atmosphere and the beautiful panoramic view of the entire desert and snow-capped mountains is preserved.

One of the outstanding features of Palm Desert is the location – situated at the intersection of Palms-to-Pines Highway, with a gradual slope upward toward the mountains. It is planned so that every lot has a view that nothing can obstruct—truly an ideal desert community for the discriminating to build their desert dream home.⁹⁷

The epitome of this was the neighborhood known as the Shadow Mountain Estates, the portion of the subdivision which was immediately adjacent to the Shadow Mountain Club and contained the largest estate lots.⁹⁸ Residents of the Shadow Mountain Estates were among the most prominent of the community, consisting of the PDC's primary investors, a variety of businessmen, and even entertainers like Ole Olsen or politicians like Washington's former Governor Monrad Wallgren. The PDC widely publicized these residents and their homes in newspaper advertisements, sales materials, and general editorials on the community.⁹⁹

The first two residences built on PDC land were those of Cliff and Carl Henderson. Designed by architect Henry Eggers, who came from the firm Kaufmann, Lippincott, and Eggers that was responsible for PDC's various buildings, the two homes were designed in a modern Ranch style in the Shadow Mountain Estates neighborhood. The Henderson brothers were not the only PDC investors quick to develop their own homes. Leonard Firestone, the tire magnate and prominent investor, built his William Pereira-designed home nearby in 1950, designed in a grand Mid-Century Modern style.

These were soon followed by several prominent homes designed by known architects. One of the first was the Herbert Pritzlaff residence (1947) designed by architect Cliff May, noted as the "father of the Ranch house." The Pritzlaff residence was also landscaped by Tommy Tomson, who, in addition to his

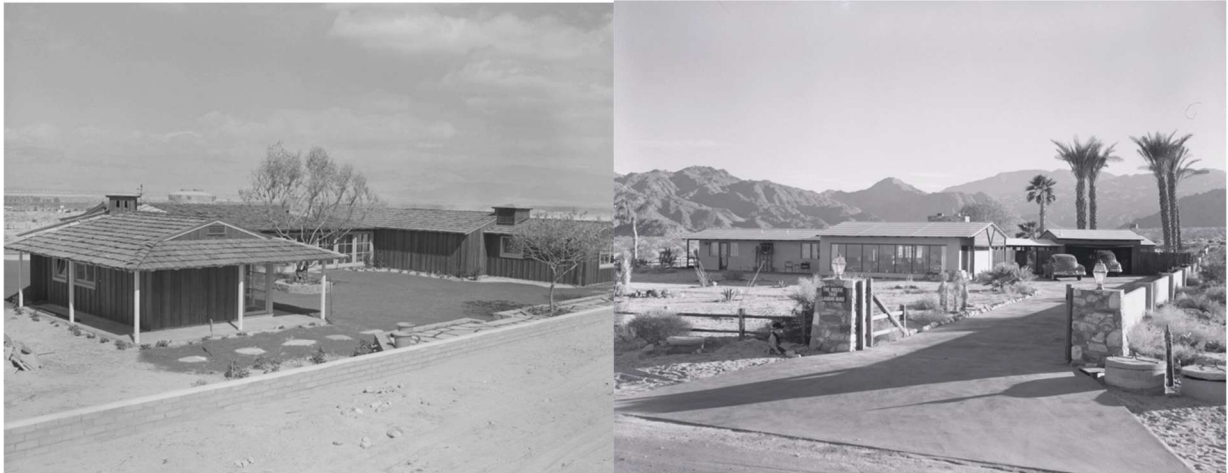
⁹⁶ Original copies of Palm Desert Community Association forms, Clifford Henderson Collection, Historical Society of Palm Desert.

⁹⁷ "Famous Names to Build at Palm Desert," *Palm Spring Limelight-News*, January 25, 1947.

⁹⁸ Shadow Mountain Estates was not a legal subdivision unit, rather it was an informally designated portion of Palm Desert Unit #1 touted by PDC materials.

⁹⁹ "Every Home is in Complete Harmony with the Desert Setting," *Sun Spots 5th Anniversary Home Review*, 1952.

work for the PDC, also landscaped a number of its early and prominent homes.¹⁰⁰ Another architect, H.E. Weston, who specialized in estate homes, built a selection of the earliest Shadow Mountain Estates homes. These included the residence for entertainer Ole Olsen (no longer extant), industrialist Walter Botthof (1947), which was the most expensive and publicized of the earliest PDC homes, and a selection of spec homes developed by Weston himself. Other designed residences included the Jascha Veissi house (1951) by Frederick Monhoff, the Charles McVey house by Herbert Burns (1949), and two homes by prominent Palm Springs architect Albert Frey, the Adrian Pelletier house (1950) and the Jason Joy house (1950). All these examples, like nearly all homes built on PDC land, were designed to some extent in a modern style.



Two exemplary Shadow Mountain Estates homes: the Herbert Pritzlaff house (left, significantly altered) designed by Cliff May and landscaped by Tommy Tomson and the Ole Olsen house (right, no longer existent) designed by H.E. Weston. (Shadow Mountain Collection, Historical Society of Palm Desert)

While Palm Springs had risen in prominence in part to its close association with Hollywood and celebrity, who built and rented custom homes in its estate subdivisions, such was not the case with Palm Desert. The crowd attracted by the PDC, even if moneyed, represented a more typical affluent business class. One exception to this was William Boyd, known better by his moniker and television role “Hopalong Cassidy,” who built a Mid-Century Modern vacation home in the Shadow Mountain Estates area in 1955. Boyd would maintain a prominent role in the community, frequently appearing at community events and the Shadow Mountain Club, and later developed other properties within the community.

The architect most responsible for the design of the residences sprouting up on PDC’s land, however, was Walter S. White. Never having attended formal architecture school, White instead learned architecture as a designer at Douglas Aircraft Company, and in the offices of architects such as Leopold Fischer, Harwell Hamilton Harris, Rudolph Schindler, and finally the Palm Springs firm of Clark & Frey.¹⁰¹ White split off from Clark & Frey in 1947 and set up his own office in Palm Desert, where he became the community’s primary architect and allied himself with the PDC, who widely publicized the stark Mid-Century Modern

¹⁰⁰ Steven Keylon, “The Glamorous Gardens of Tommy Tomson: Part Two,” *Eden* 19, no. 1 (Winter 2016): 8-17.

¹⁰¹ Volker M. Welter and Walter S. White, *Walter S. White: Inventions in Mid-Century Architecture* (Santa Barbara: Art, Design & Architecture Museum, University of California Santa Barbara, 2015), 13-15.

homes he was filling their neighborhoods with. In addition to homes in Palm Desert at large, White was responsible for a significant portion of the earliest homes in Shadow Mountain Estates.¹⁰² These included the E.W. Stewart house (1951), the Claude S. Voile house (1948), the Charles Milliken house (1950), the Tom Brown house I (1951), and Tom Brown house II (1952). Numerous of these White-designed houses were featured in regional and national architecture magazines.



The prominent Palm Desert architect Walter S. White standing over an unrealized renovation of the Shadow Mountain Club (Clifford Henderson Collection, HSPD); the E.W. Stewart house designed by White in the Shadow Mountain Estates (Walter S. White Papers, Architecture and Design Collection, UC Santa Barbara)

While these estate homes were proof to the PDC that its development campaign was working, other sections of its subdivision were not as exclusive. In particular, PDC's units #4 and #6 were intentionally planned for more affordable residences, both seasonal and long-term, even if they only made up a marginal portion of PDC's land base. Unit #4, the neighborhood south of El Paseo and east of Portola Avenue, was intended to be more family oriented. In the middle of it was the land donated by PDC for the Palm Desert School and Palm Desert Community Church, and lots were smaller and zoned for a slightly higher density (apartments and duplexes were allowed). Of all the land subdivided by the PDC, this was the neighborhood most likely to house year-round residents. Unit #6, the neighborhood west of Highway 74 and south of El Paseo, was similarly constituted of smaller lots, although it still maintained a seasonal character.¹⁰³

Once again, White was responsible for the design of numerous homes in Unit #4 and #6. In 1950, the developer Melvin Bradford approached the PDC with a proposal to develop the "Palm Desert Metro Homes," a tract of smaller, White-designed homes in Unit #6. Bradford was ultimately turned down by the PDC because they did not want the appearance of a mass-produced tract within the community's

¹⁰² Welter, *Walter S. White*, 41-42.

¹⁰³ Leuschner, "Sellable Dream, Part II," 2022.

borders.¹⁰⁴ Ultimately, Bradford only developed a handful of the Metro Homes, although White went on to design a selection of other homes in the neighborhood. Somewhat like the spec-built model of the Metro Homes, builder Charles Gibbs hired White to design two houses in Unit #6 which he then sold (one of which is a CoPD Landmark). While the White-designed homes in Unit #6 were its most notable, around a dozen other homes were built during the PDC's tenure, typically in a more vernacular Mid-Century Modern style.



One of only a few of the Palm Desert Homes developed by Metro Homes in PDC Unit #6 and designed by Walter White. (Walter S. White Papers, Architecture and Design Collection, UC Santa Barbara)

The PDC advertised many of these Unit #6 homes as proof that the community had lots and homes available for a variety of homeowners. Despite this, the development of Unit #6 was never as complete or publicized as the more exclusive Shadow Mountain Estates. Only a couple dozen homes were constructed and adjoining subdivision units – intended to be as affordable as Unit #6 – were graded but never paved or opened for sales by the PDC. In the Shadow Mountain Estates neighborhood, even when homes were built for speculative purposes, they were custom-built and designed. One example of this was the Stanthony Corporation's custom-built "Hospitality House" (1956), a Mid-Century Modern model home designed by architect William Bray that was intended to show off the corporation's kitchen appliances and was featured in a selection of national publications and sales materials.¹⁰⁵

Unit #4 also came to consist of around two dozen homes and apartments. Once again, White was responsible for the design of a handful of homes, including the Harvey Ackman house (1952), Ruth Criswell house (1949, no longer extant), and Fred Johnson house (1952, no longer extant), but most were vernacular Mid-Century Modern homes. A few apartment buildings and duplexes were also developed in Unit #4, most notably the Tropical Garden Apartments (1949) and a set of Moderne duplexes developed

¹⁰⁴ Welter, *Walter S. White*, 46.

¹⁰⁵ Brochure for Stanthony Corporation's "Hospitality House," Clifford W. Henderson Collection, Historical Society of Palm Desert; "Three-Day Open House Set for Preview of Stanthony Hospitality House," *Desert Sun*, March 23, 1956.

by a woman named Vee M. Bear on the corner of Lantana Drive and Fairway Drive.¹⁰⁶ Unit #4 was also adjacent to the Desert Magazine properties, and in 1950 Randall Henderson built his first house (existent, CoPD Landmark #7) on this land. Designed in a Spanish Revival style, the home embodied Randall's desert-minded ethos, and was published in *Desert Magazine* for its strides to adapt to the region's harsh environmental conditions.



Two of Palm Desert's early multi-family properties: the Tropical Gardens Apartments (left) in Unit #4 and the Late Moderne interior of the Edith Eddy Ward duplex (right, later Sun and Shadow Hotel Apartments) designed by Herbert Burns. (Shadow Mountain Collection, Historical Society of Palm Desert).

Multi-family housing also existed in other parts of Palm Desert, though it was mostly built as hotel apartments for the seasonal population. An exception to this was the duplex that realtor Edith Eddy Ward built for herself and her mother in 1947, designed in a Late Moderne style by Palm Springs architect Herbert Burns. In 1950, Ward sold the duplex to a couple who hired Burns to expand it into the Sun and Shadow Hotel Apartments, which offered both short-term and long-term accommodations for seasonal visitors to Palm Desert.¹⁰⁷ Sun and Shadow was located on San Luis Rey Avenue just off of El Paseo, and it was on these streets – the lower portion of Unit #1, Shadow Mountain Drive and below – where a selection of hotel apartments were developed.

It was also in the area of multi-family housing that the PDC broke the mold and developed housing of their own. In 1949, seeking alternative pathways to profit, the PDC sought to capitalize on the seasonal economy of their creation and conceptualized the “Sun Lodges,” a group of homes on El Paseo. Predating the emergence of the condominium by several years, the Sun Lodges were small, freestanding houses with communal facilities and maintenance services. Designed by White and planned by Tommy Tomson, they were Mid-Century Modern in style and an immediate success.¹⁰⁸ The PDC developed successive sections of the Sun Lodges between 1949 and 1953, many of which were sold to patrons of the Shadow Mountain Club who desired a seasonal residence but did not want to build one of their own. As commercial development progressed in the El Paseo region in proceeding decades, however, the Sun Lodges fell into disrepair and were ultimately demolished.

¹⁰⁶ “Hotels, Lodges, and Bungalow Apartments at Palm Desert,” *Sun Spots 5th Anniversary Home Review*, 1952.

¹⁰⁷ Steven Keyton, *The Design of Herbert Burns* (Palm Springs Preservation Foundation, 2018), 53-55.

¹⁰⁸ Welter, *Walter S. White*, 44.



The Sun Lodges as designed by Walter S. White and developed by the Palm Desert Corporation. (Walter S. White Papers, Architecture and Design Collection, UC Santa Barbara)

What Palm Desert accomplished with the development of its residential neighborhoods was the establishment of a population base, albeit seasonal, and the cultivation of the image of a refined, upper-class community. An externality of this, however, was the opportunity for surrounding subdivisions to capitalize on this image, which they did. Palm Village, which was purchased by the Mollin Investment Company in 1942, underwent a new expansion campaign and was similarly built out during the immediate postwar period. Despite the claims of its advertising materials, this development was not nearly as controlled as that built on PDC's land. Palm Village was intended from its inception to be an affordable resort community, and it came to have a diverse mixture of both small and large homes, apartment buildings, commercial lodges, and architecturally significant homes.

The majority of homes in Palm Village were small, more vernacular homes built by both seasonal and year-round residents alike. Unlike the PDC, Palm Village had been developed by multiple parties, and it was not as concerned with the promulgation of a Modernist architectural vocabulary. Its homes were typically humble Spanish Revival, Ranch, or Minimal Traditional designs, although Moderne and Mid-Century Modern examples can be found in the neighborhood. Homes were typically built by individual homeowners, though the Mollin Investment Company did build at least one model home, located on the southeast corner of San Juan Ave and De Anza Way. Lots were smaller, more affordable, and after the Mollin Investment Company liquidated in 1948, the neighborhood became even more unrestricted, eventually becoming the de facto neighborhood for Palm Desert's working class and people of color.

Census data indicates that very few non-white people lived in Palm Village-Palm Desert during the PDC era, however, likely as a result of racially restrictive covenants and other methods of intimidation and discrimination. In 1950, the census for the area enumerated several Filipino workers at the Desert Air Hotel, a Black couple, the Thompsons, at Pasatiempo Ranch (where Jesse Thompson worked as a foreman), and a handful of Mexican-born farm workers on local date ranches, but everyone else was

white.¹⁰⁹ The subsequent development of Palm Village took place under I.C. Stearns and Ralph Hoffman's Palm Village Land Company, which purchased the remainder of the Gillette Ranch for expansion.¹¹⁰



The employee housing (demolished) built by the Palm Desert Corporation on a parcel north of Highway 111. (Clifford Henderson Collection, Historical Society of Palm Desert)

Employee lodging was another category of affordable housing that was present but rare in the 1940s and 1950s. The PDC built employee lodging (no longer existent) for its workers on land north of Highway 111, but it does not appear that it was in operation for very long, nor is it clear if its non-White workers (of which there many) lived there. Similarly, the Shadow Mountain Stables (no longer existent) also contained a selection of small apartments, typically rented to seasonal workers.

Although the majority of homes built in Palm Village between 1946 and 1956 were more vernacular and less notable than those of the overshadowing Palm Desert, a selection of significant residences was also constructed. The Maryon E. Toole residence (1946) by Austrian-born architect Rudolph Schindler is perhaps the most architecturally significant building in Palm Desert at large, and among those of the entire Coachella Valley (CoPD Landmark #6).¹¹¹ Schindler, a disciple of Frank Lloyd Wright and a host of notable European Modernists, designed the small house using his philosophies of “Space Architecture,” which sought to achieve multi-dimensionality and complex interior spatial conditions. Completed in 1948,

¹⁰⁹ U.S. Bureau of the Census, 1950 Enumeration Data, accessed December 2024 at ancestry.com. Complicating the demographic picture is the fact that Latinos were often enumerated as white – this was the case for the farm workers noted in 1950, whose ethnic heritage is denoted by their place of birth.

¹¹⁰ HSPD, “Palm Desert Milestones,” 40; Orbison, “Background of Palm Village Is Told By Writer.”

¹¹¹ Esther McCoy, *Five California Architects* (New York: Reinhold, 1960), 190.

Toole lived in the house for about twenty years, during which time the surrounding neighborhood almost completely filled in. The Toole house was an anomalous and eccentric design amidst the other Palm Village homes.

Similarly, Walter White's design for the Miles C. Bates house (CoPD Landmark #8) in 1954 was singular within the context of Palm Village. For the 800-square-foot house, White designed a patented roof system to accomplish a wave-like roof (hence the home's colloquial name as the "Wave House").¹¹² The Bates house was sited in a less developed portion of Palm Village that was formerly part of the King Gillette Ranch and was surrounded by date groves. White also designed a selection of smaller houses in the Palm Village neighborhood, including a cluster of spec homes developed by Charles Gibbs (who had built two White-designed houses in PDC's Unit #6) just down the street from the Bates house. Both the Toole house (1946) and the Bates house (1954) were small, built on an economical budget, commissioned by eccentric clients, and represented unique and inventive strains of Modernism. Ultimately, neither of these homes would have been possible under the PDC's architectural restrictions.



In Palm Village, the Miles C. Bates "Wave" house (left, 1954) designed by Walter S. White (left) and the Maryon Toole house (right, 1946) designed by Rudolph Schindler. (Walter S. White Papers and Rudolph M. Schindler Papers, Architecture and Design Collection, UC Santa Barbara)

While Palm Village existed prior to the PDC's entry into the area, other residential subdivisions emerged during this period, capitalizing on the same Coachella Valley-wide context of development and tourism, but also on the publicity of Palm Desert itself. One of these subdivisions was Panorama Ranch, a subdivision attached to the PDC's Unit #4 neighborhood (the more affordable, year-round oriented unit) that was developed by engineer-turned-developer John Harnish. Planning for the subdivision began as early as 1946, and in 1949 Panorama Ranch opened with the intention of being a seasonal subdivision much like Palm Desert itself, but with smaller and more affordable lots.¹¹³ If anything, the character of Panorama Ranch was an extension of the directly adjacent PDC Unit #4. Harnish laid out and paved all the streets, at the center of which was a communal swimming pool and a "Sports Corral" with recreational facilities.

¹¹² Welter, *Walter S. White*, 64-65.

¹¹³ "New Subdivision Now Under Way East of Village," *Desert Sun*, January 7, 1949.

Harnish was among a selection of landowner types in the 1940s and 1950s that had purchased desert land when it was affordable, holding it for the possibility of future development or value appreciation. This type of landowner/developer stretched back to King C. Gillette's time, and others from the 1940s included Raymond Wilson (who owned a lucrative parcel at the center of the PDC's plans), Amos Odell, and Philip Boyd. Boyd, who owned a large swath of land including Deep Canyon, even filed for his own subdivision adjacent to Unit #4 and Panorama Ranch in 1946, named Deep Canyon Ranch, although it consisted of only a few streets and did not open until 1956.¹¹⁴ Even then, only a couple of houses were built.

Development in Panorama Ranch during the first years of its existence largely languished. Harnish built a set of three homes designed by Rancho Mirage-based architect Barry Frost in a Mid-Century Modern style which were sold as spec homes. One of them, on the northwest corner of Panorama Drive and Peppergrass Street, which was more Moderne than Ranch, was known as the "Steelite Home" since it was built with prefabricated steel panels. An executive of the Steel Lite Corporation, the company which partnered to construct the home, was noted for landing on the roof with a helicopter during the home's construction to test the supposedly superior structural qualities.¹¹⁵

The handful of homes built by individual homeowners in Panorama Ranch were very similar to those of Palm Village in that they were small, designed by anonymous architects, and more vernacular in style. Given that sales and construction in the subdivision were relatively unsuccessful, in 1953 Harnish developed a set of ten "Pool-Side Homes" around the formerly communal pool and Sports Corral. Clearly following the precedent set by the PDC's Sun Lodges, the homes were small, intended for a seasonal clientele, and offered maintenance services.¹¹⁶ Thus, both the Sun Lodges and Pool-Side Homes developments show early attempts in Palm Desert to diversify its housing, but typically with its seasonal residents in mind.

Concurrent to PDC's operations, the rancher Amos Odell was developing his own plans for a subdivision named Palm Dell Estates north of Highway 111 and west of Palm Village. Some of the earliest advertisements for Palm Dell Estates situated it within the "Palm Springs area" or "Palm Valley" (a generic term for the mid-valley region) since Palm Desert had yet to be established as its own community. Palm Dell Estates opened in the beginning of 1947, shortly after Palm Desert's opening, and was envisioned as a large resort subdivision with a central pool and recreational area.¹¹⁷ Ultimately, only a handful of houses were built in Palm Dell – even less so than Panorama Ranch – and only a quarter of the initial street plan was ever realized. The small quantity of houses which were built were very much in the simpler and more affordable character of Palm Village.

Its owner, Amos Odell, however, still owned a considerable amount of acreage adjacent to Palm Dell on what is now College of the Desert. Odell was one of the last ranchers in the Palm Desert area to cultivate

¹¹⁴ [Notice for Deep Canyon Ranch], *Desert Sun*, September 20, 1946; [Deep Canyon announcement], *Desert Sun*, January 10, 1956.

¹¹⁵ "Lands on Home," *Desert Sun*, March 11, 1949.

¹¹⁶ Advertisement for "Pool-Side Homes," *Desert Sun*, February 12, 1953.

¹¹⁷ Advertisement for Palm Dell Estates, *Desert Sun*, February 7, 1947.

his land with date palms and other crops, which had been a standard practice in the area starting in the 1930s. He built himself his own ranch house in 1946, a stark Late Moderne house (now part of the COD campus) that has been attributed to architect Herbert Burns.¹¹⁸ The Odell Ranch House was essentially the last house of its type built as a new era of development settled over the Palm Desert area.



The Odell Ranch House within College of the Desert, March 2025. (ARG)

The years between 1946 and 1956 represented the emergence of Palm Desert, its first wave of housing development, and the establishment of its character. Its housing stock, however, was relatively diverse between the properties developed in Palm Desert, Palm Village, Panorama Ranch, and other tracts. This central chapter to Palm Desert came to a close in 1956, however, with the liquidation of the PDC to the Palm Desert Sales Company, who was largely concerned with selling property and did not go to the extreme lengths to cultivate a “refined” desert community in the way that the PDC had.¹¹⁹

While the four aforementioned subdivisions supplied the most residential development during this period, a number of other residential subdivisions were actively being conceived by 1956, including what would become Silver Spur Ranch, Shadow Hills Estates, and Palm Desert Highlands. By the end of the 1950s, Palm Desert had an actual population base (even if it was mostly seasonal), several of its own realtors and developers, and an established character. Moreover, the greater Coachella Valley was undergoing the greatest phase of its postwar transformation in the late mid-to-late 1950s, as thousands of resort homes were actively being developed in Palm Springs and other communities. By being one of the first to capitalize on the postwar context, the PDC had almost come too early. It laid the foundations for Palm Desert’s future growth – which was to be expansive – but it was never successful according to the parameters it had set for itself. The PDC had succeeded in incentivizing the construction of well over a hundred homes on its own land and had set the stage for the development of surrounding subdivisions, but a majority of its lots were undeveloped or unsold. Although it owned more land that was slated for

¹¹⁸ Don Cameron, “Palm Valley,” *Desert Sun*, July 19, 1946.

¹¹⁹ “Palm Desert Sold to New Developers,” *Los Angeles Times*, August 30, 1956.

more residential subdivision, it did not develop or open additional units after its initial opening. This land, and the unsold lots within its established units, would undergo great residential development in the following chapter of Palm Desert’s development, even if it wasn’t always on the PDC’s terms.

Evaluation Guidelines: Residential Development, 1946-1956

Summary

Resources evaluated under this theme are significant for conveying patterns of residential development in Palm Desert in the immediate postwar period. The new town witnessed a great increase in new residential construction at this time, transforming it from a small, peripheral community into a full-fledged seasonal resort destination. The Palm Desert Corporation was the primary shaper of Palm Desert’s residential built environment at this time, establishing requirements to maintain the desired level of architectural quality. There are numerous examples of single-family and multi-family residential resources associated with this theme, most of which were built as modest dwellings for seasonal or year-round residents. More distinctive and architecturally articulated examples of custom homes designed by local and regional architects are also relatively common. Resources that are significant under this theme likely consist of both individual properties, and concentrations of dwellings that are not individually distinctive but collectively convey patterns and trends associated with postwar development in Palm Desert.

Associated Property Types

Residential

- Single-family residence
- Multi-family residence
- Residential community building/clubhouse
- Planned community amenity (pool, golf course)
- Subdivision/planned community planning feature
- Historic district

Property Type Summary

Residential development in postwar Palm Desert consisted predominantly of low-scale single-family residences with lesser amounts of low-scale multi-family residences. Significant resources associated with this theme are likely expressed both as individual properties and in the form of historic districts. There may also be features related to subdivision and planned community development, including entrance markers, signage, shared amenities, and landscaping.

Geographic Location

Citywide. Residences from this period are scattered across the city, with denser concentrations south of Highway 111/the existing Palm Village.

Period of Significance

The period of significance for this context begins in 1946, with the end of World War II and the beginning of the Hendersons’ planning, and ends in 1956, with the liquidation of the Palm Desert Corporation.

Integrity Considerations

A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As resources associated with this theme are common, the integrity of eligible properties should be quite high. A slightly greater degree of alterations may not preclude a resource from being eligible, though a building must still retain sufficient integrity to convey its significance, using the guide below.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A, F ¹²⁰	<p>An individual property eligible under this theme may be significant:</p> <ul style="list-style-type: none"> For its association with residential development in Palm Desert during this period; or As the site of a significant historic event from this period. 	<p>A resource that is significant for its association with historic patterns of events or as the site of a significant historic event is eligible if it retains the essential physical features that comprised its character or appearance during the period of its association.¹²¹ A residential property from this period should retain integrity of location, feeling, and association, at a minimum, in order to convey the important association with the city's development during this period. A resource that has lost integrity of setting may still be eligible. A property that has lost some historic materials or details may still be eligible if it retains the majority of the features that illustrate its original style and appearance in terms of the massing, spatial relationships, proportion, and fenestration pattern. A resource is generally not eligible if it retains some basic features conveying form and massing, but has lost the majority of features that characterized its appearance during its historical period.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1946-1956), and Retain the essential aspects of integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context.

¹²⁰ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

¹²¹ National Register Bulletin 15.

A/1/A, E, F	<p>A historic district eligible under this theme may be significant:</p> <ul style="list-style-type: none"> • For its association with patterns of residential development in Palm Desert during this period 	<p>In order for a historic district to be eligible for designation, the majority (51%) of the components within the district boundaries must possess integrity, as must the district as a whole. Integrity of design, setting, and feeling must be strongly present in the district overall, and it should convey a strong sense of time and place.</p> <p>A contributing building must retain integrity of location, design, setting, feeling, and association to adequately convey the significance of the historic district. In general, minor or reversible alterations or in-kind replacement of original features and finishes are acceptable within historic districts. Significant alterations that change the massing, form, roofline, or fenestration patterns of an individual building, alter the original design intent, or that are not reversible may result in non-contributing status for an individual building. In order for a historic district to retain integrity, the majority (51% or more) of its component parts should contribute to its historic significance.</p>	<p>To be eligible under this theme, a historic district should, at a minimum:</p> <ul style="list-style-type: none"> • Date to the period of significance (1946-1956), and • Retain the majority (51% or more) of the contributors dating to the period of significance.
B/2/B	<ul style="list-style-type: none"> • For its association with a person (or persons) significant in the history of Palm Desert 	<p>A resource that is significant for its association with a significant person should retain integrity of location, design, feeling, and association, at a minimum, in order to convey its historic association with a significant individual.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> • Date to the period of significance (1946-1956), and • Retain the essential aspects of integrity, and

			<ul style="list-style-type: none"> • Retain enough of its essential physical features to sufficiently convey its association with the historic context, and • Be directly associated with the notable person's productive period – the time during which she or he attained significance.
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Theme: Commercial Development, 1946-1956

Although Palm Desert largely came into existence during the late 1940s and early 1950s, its development was largely residential. Commercial development would take several years to mature, mostly due to the fact that Palm Desert did not have a sizeable year-round population to make such development viable. Although Palm Desert did succeed in growing its base of residents, its population numbered only a few hundred people at the height of season and shrank to a diminutive number during its blistering summers.¹²² This unstable population prevented any substantial commercial development from occurring during this period, although such neighborhoods as Palm Village (which housed a more year-round demographic) had existing businesses that the area's residents patronized.

With exceptions, the little commercial development that occurred between 1946 and 1956 catered to the needs of a seasonal population. There were essentially two categories of commercial development: recreational businesses activated during season (e.g., lodges, apartment hotels, private clubs) and service businesses (e.g., real estate sales offices, auto-related services, architecture and interior design offices). When the Palm Desert Corporation (PDC) began construction in 1946, there were essentially no commercial businesses to speak of, though some commercial development was getting underway in Palm Village.

¹²² This pattern is illustrated in the 1950 census data, which enumerated residents of the area in late May – numerous notes show seasonal residents' permanent residences to be elsewhere (usually in California). The April 1950 telephone directory for Palm Village-Palm Desert lists 101 residents, most of whom are presumed to have been permanent. "Telephone Directory for Palm Desert Palm Village" (Coachella Valley Home Telephone and Telegraph Company, April 1950). On file at the HSPD.



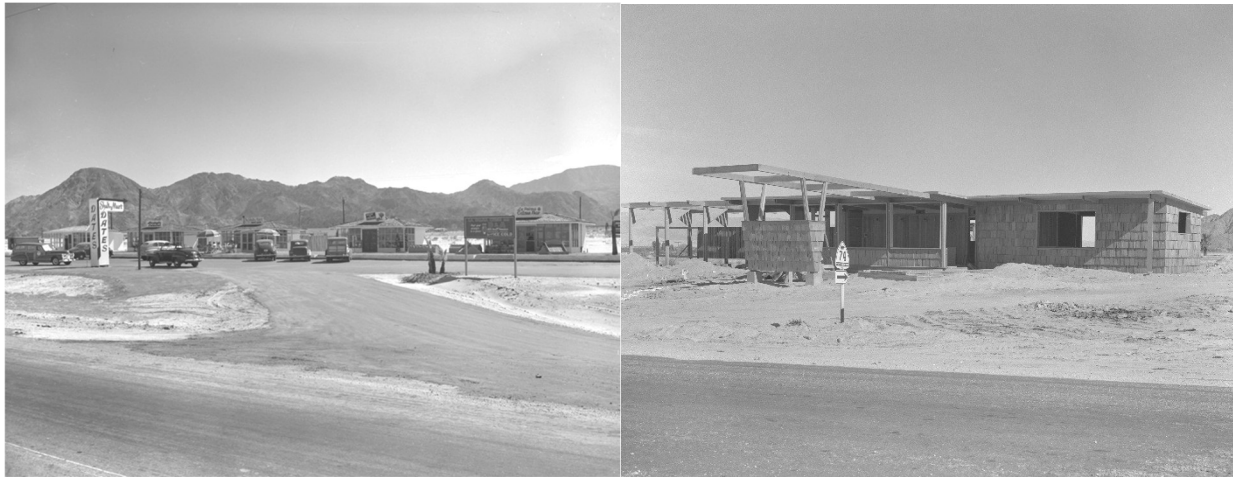
An early view of El Paseo, Palm Desert's downtown commercial strip, shortly after its paving in 1946. (Clifford Henderson Collection, Historical Society of Palm Desert)

In its planning for the community, the PDC made provisions for a commercial region of the town at the base of the subdivision, directly adjacent and parallel to Highway 111. A central downtown street named “El Paseo” was imagined to be the center of all commercial activity. Randall Henderson, advising his brother Cliff and the PDC’s land planner Tommy Tomson (who also happened to be his brother-in-law), suggested the segregation of two commercial types in the commercial layout of Palm Desert. Given that Palm Desert was located directly on busy Highway 111, Henderson sought to prevent the incursion of highway-oriented businesses (e.g., service stations, fast food) into Palm Desert’s El Paseo.¹²³ With this advice, Tomson planned Palm Desert’s downtown commercial district to create a Highway 111 frontage that would be dedicated to highway-oriented businesses, complete with a frontage road and angled parking spaces, while directly behind it was El Paseo, the city’s downtown commercial district. Buffering the commercial businesses of Highway 111 and those of El Paseo was an interior parking area that could be used by patrons of both types of businesses. This arrangement exists to this day, although the character of businesses facing 111 and those facing El Paseo was never as divided as intended.

The PDC laid out El Paseo at the same time it paved the rest of the city’s streets between 1946 and 1947. Constructed with landscaped medians, the PDC (particularly Cliff Henderson) had envisioned the street as an upscale downtown, with retail shopping and dining similar to the commercial thoroughfares of high-class cities like Santa Barbara or Beverly Hills. The earliest vision for the street as conceptualized by

¹²³ Letter from Randall Henderson to Cliff Henderson, July 13, 1945, Randall Henderson Papers, Bancroft Library, UC Berkeley (facsimiles available at the Historical Society of Palm Desert).

Randall Henderson was for a typical western downtown, with arcades used to combat the desert heat. There had initially been plans for an “arts and crafts” village to flank El Paseo, developed by a partnership between Desert Magazine and PDC, although this plan fell through as PDC increasingly devoted itself to the provision of a high-end resort city.¹²⁴ The PDC put up signs on El Paseo that advertised commercial property for such businesses as an apparel shop, drug store, or soda fountain. This, however, was largely presumptuous, and development was nonexistent on El Paseo in those earliest years.



Some of the early commercial structures built by the Palm Desert Corporation, including a shopping center along Highway 111 (left, demolished) and the sales office (right, demolished). (Clifford Henderson Collection, Historical Society of Palm Desert)

The very first commercial businesses in Palm Desert (outside of Palm Village) were a group of three modular structures (no longer extant) erected by the PDC fronting Highway 111, containing a date shop, antique store, sales office, and later, the first post office. It was here that the PDC hosted the grand opening of the Palm Desert subdivision on November 16, 1946, where a large crowd congregated to hear the pitch of Cliff Henderson and his salesmen.¹²⁵ Between 1946 and 1947, numerous structures were built by the PDC and its affiliated real estate operations. Carl Henderson, a real estate developer and Henderson sibling, was commissioned to handle the PDC’s sales campaign, and built himself an office (1947, no longer extant) designed by modern architect William Cody near the corner of Highway 111 and Portola. The Carl Henderson office was what he called “Duplex Shops,” and contained two commercial units, each with an apartment at back.¹²⁶ The PDC also built a more substantial sales office in 1948 designed by Henry Eggers (no longer extant) at the junction of Highway 111 and 74. Although the PDC was the most prominent land sales company in the area, other subdivisions like Panorama Ranch, Palm Dell, and Palm Village also maintained their own on-site sales offices.

¹²⁴ Prospectus for Palm Desert, ca. 1946, Clifford Henderson Collection, Historical Society of Palm Desert.

¹²⁵ “Palm Desert Project Underway,” *Palm Springs Limelight News*, November 15, 1946.

¹²⁶ “New Style Shops Go Up at Palm Desert,” *Desert Sun*, October 24, 1947.



Walter S. White's sleek office along Highway 111, featuring his classic mitered corner window. (Walter S. White Papers, Architecture and Design Collection, UC Santa Barbara)

As the community grew, businesses relating to the construction, design, and maintenance of residences were the ones to first appear in Palm Desert. The contractor R.P. Shea, whose firm was responsible for the construction of most of Palm Desert's earliest buildings, took over a small building built by the PDC. It was there that the architect Walter S. White also maintained his earliest office.¹²⁷ In 1949, however, White built his own Mid-Century Modern office building (significantly altered) on the Palm Village side of Highway 111. The design was a sleek facade sheathed in corrugated aluminum interrupted by a dramatic corner window (one of White's specialties) and was among the more significant commercial structures in Palm Desert's history. Just down the highway, White designed a building in 1954 (existent) for the Valley Lumber Company, a Palm Springs-based business which supplied the building materials for many of Palm Desert's earliest homes. Similarly, Kelley's Furnishings, a business based in Palm Springs, constructed a Mid-Century Modern furniture showroom that opened in 1951, but soon went out of business.¹²⁸

A scattering of other service businesses was also constructed during this period. In the late 1940s, one of the first to open was a Union Oil gas station at the corner of Highway 111 and San Luis Rey Ave, a stark Mid-Century Modern building (no longer extant) that was essentially the only service station in the immediate vicinity. The station was built by a man named R. C. Moore, but became noted for its later owner, Jerry Malone, who assumed an active role in the community. On the adjacent corner, the Bank of America built a branch (no longer extant) which opened in 1956. Early publicity noted that the Mid-Century Modern bank structure was to "conform with the architectural pattern established by the Palm Desert community," which, like its residential architecture, followed a modern style.¹²⁹ Mid-Century

¹²⁷ Welter, *Walter S. White*, 34.

¹²⁸ "Kelley's Opens Smart New Shop in Palm Desert Area," *Desert Sun*, December 20, 1951.

¹²⁹ "Bank of America Starts Building at Palm Desert," *Desert Sun*, August 22, 1955.

Modernism was integral to the promulgation of a new era of leisure in the Coachella Valley at large, and Palm Desert's commercial structures were almost entirely designed in Mid-Century Modern styles. They were not the Spanish Revival structures commonly found in Southern California's other resort communities like Santa Barbara, Avalon, or even 1930s Palm Springs, for that matter.



Rendering for the Palm Village Professional Building, a typical commercial plaza of mid-century Palm Desert (Desert Sun)

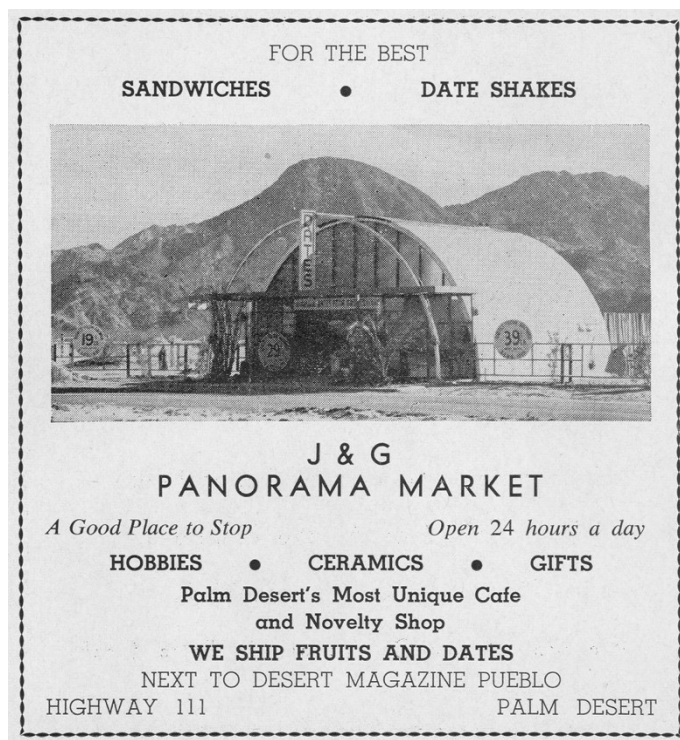
The majority of commercial activity in Palm Desert was centered in a selection of small-scale shopping centers and professional buildings that opened in the late 1940s and early 1950s. These developments were typically U-shaped buildings around a central courtyard, with small commercial spaces for professional offices, shops, and in some instances, restaurants. The small population did not allow for large freestanding commercial businesses, but these small shopping centers were affordable and allowed for maximum flexibility in business types.

The first of these to be developed was the Palm Village Professional Building located on the northern side of Highway 11 just west of San Luis Rey Avenue. Built in 1947 by a local physician who maintained his offices there, the building was designed in a Moderne style by architect Hector Tate.¹³⁰ In the next few years, a selection of professional offices rented space in the building, including a selection of physicians and the local architect Barry Frost. While the PDC had constructed their own shopping center in 1946 (the set of four modular buildings), it was mostly decommissioned in the immediate years, and a few of the structures were relocated and used for other purposes. As early as 1949, Cliff Henderson and his business partner Leonard Firestone had made plans to construct a Mid-Century Modern shopping center designed

¹³⁰ "Construction of New Professional Building Begun in Palm Village," *Desert Sun*, October 10, 1947.

by architect William Pereira as an extension of their Firecliff Lodge, although the venture never materialized.

The first formalized shopping center to open on the land owned by the PDC was the Palm Desert Patio Shops, developed by May L. Hanson in 1951. The six-unit commercial development consisted of two Mid-Century Modern buildings designed by architect Walter S. White (significantly altered) which housed the Palm Desert Pharmacy and its soda fountain, the offices of prominent real estate agent Edith Eddy Ward, a construction office, and a few gift shops.¹³¹ The complex, located on the south side of Highway 111 at the corner of Larkspur Lane, became the main shopping center for Palm Desert and was home to a large variety of businesses in the following years. It was also at the end of 1951 that the Kelley's Furnishings showroom opened in Palm Desert about one block to the west, at the corner of Highway 111 and present-day San Pablo Avenue.¹³² The business closed shortly after its opening, and the building was purchased by Cliff Henderson, who turned it into another shopping center named "The Center," which housed his offices and a rotating selection of other businesses (no longer extant).¹³³



The Panorama Market, hosted in a repurposed WWII-era Quonset hut. (Desert Sun)

While most businesses occupied small spaces in these shopping centers, a few others built their own freestanding buildings. The most memorable of these was the Panorama Market, constructed around

¹³¹ "Patio Shops at Palm Desert to Open Tomorrow," *Desert Sun*, September 28, 1951.

¹³² "Kelley's Opens Smart New Shop in Palm Desert Area," *Desert Sun*, December 20, 1951.

¹³³ The Center (as owned by Cliff Henderson) should not be confused with the Palm Desert Shopping Center developed by R.K. Hanson in 1956, a block to the east, which also was known at times as "The Center" and is still existent.

1949 at the entrance to the Panorama Ranch subdivision, the corner of Highway 111 and Panorama Drive.¹³⁴ The structure (significantly altered) was a repurposed Quonset hut that sold dates, fruit, and gifts, much like the other gift shops in Palm Desert. Though it sold food products, Panorama Market was primarily targeted towards a touristic clientele and not the kind of market intended to service a year-round community. Panorama Market also built a set of Pueblo Revival buildings in the early 1950s behind the main structure, and appeared to have used them as both commercial space and apartments.

The main grocery store for the Palm Desert area, the Palm Village Market, opened its new building in November 1946. Developed by Mollin Investment, the market was managed by Bob Keedy (locally noted for his namesake diner that he later opened).¹³⁵ As noted in the 1910-1945 context, this market may have been founded as early as 1944, but its original building is not extant. The 1946 building (74104 Highway 111, extant though altered) was a simple brick-clad structure designed with hints of the Moderne style and had two storefronts. The market was opened around a month after the official opening of Palm Desert itself, which did not have a grocery market of its own. Palm Desert did, however, have Peacock's Palm Desert Bottle House (no longer extant), Elmer Peacock's small liquor store that opened in 1947 on Highway 111 and was noted for having the first neon sign in Palm Desert.¹³⁶



MID-DESERT MARKETING. This is the new modern market erected in Palm Village which makes shopping easy for desert residents along the Palm Springs-Indio highway. The Palm Village Market which opened Nov. 9, is managed by Bob Keedy and owned by the Mollin Investment company.

The Palm Village Market, the main grocery store for the area. (Palm Springs Limelight-News)

The Desert Magazine headquarters was another hub of Palm Desert's commercial activity. The publication had been the creation of Randall Henderson, who founded the business in 1937 with his friend J. Wilson McKenney. Until the end of Randall's leadership in 1958, the Desert Magazine attracted a

¹³⁴ "Panorama Ranch Progress Rapid," *Desert Sun*, February 25, 1949.

¹³⁵ [Untitled article about opening of Palm Village Market], *Palm Springs Limelight-News*, December 14, 1946.

¹³⁶ "Peacock Puts Up His Sign in Palm Desert," *Desert Sun*, August 29, 1947.

passionate crowd of subscribers who adored its articles on desert flora and fauna, historical lore, hiking trails, and anything have to do with the desert or desert living. It was the search for a new location for the publication's headquarters that had led Randall to the land which would become Palm Desert in the first place. Since Desert Magazine promised a certain amount of economic activity, the PDC provided the publication with a forty-acre parcel of land. In the earliest urban plans, the headquarters was to be located at the center of Palm Desert, but due to both logistical issues and Cliff's shift to a plan for a resort community, it was ultimately pushed to the edge of town.

Randall commissioned the Palm Springs architect Harry Williams, noted for his design of La Plaza and other historicist structures, to design the headquarters in a Pueblo Revival style intended to mirror the desert ethos of the publication. The magazine's staff relocated from El Centro to the new building (extant though significantly altered) in the summer of 1948.¹³⁷ In addition to the main structure, Desert Magazine also built quarters for its employees at the rear of the building (existent). Positioned prominently on Highway 111, Desert Magazine, like many other publication headquarters of the period, most notably *Sunset Magazine's* Cliff May-designed headquarters, welcomed visitors and offered a variety of amenities. It contained not only the offices and printing facilities for the magazine, but also a desert library, gift shop, a small Bank of America branch (prior to the construction of their own building), and the Palm Desert Art Gallery, which hosted shows for a number of notable artists including John Hilton, Agnes Pelton, and Carl Bray. Additionally, Desert Magazine also opened a printing arm of the business known as Desert Press (later Desert Printers) which provided printing services for the surrounding community. Indeed, many of the PDC's sales materials were printed by Desert Press, as well as a selection of local newspapers like the *Palm Desert Progress*.¹³⁸

¹³⁷ McKenney, *Desert Editor*, 65.

¹³⁸ McKenney, *Desert Editor*, 65-66.



The Desert Magazine headquarters as designed by architect Harry J. Williams. (Shadow Mountain Collection, HSPD)

Given the seasonal economy of Palm Desert, the vast majority of commercial activity was not in retail or dining, but in lodging and accommodations. In the postwar period, many lodges, motels, and hotel apartments were constructed in both Palm Village and Palm Desert. Some, especially in Palm Village, catered to a more cost-conscious demographic, such as those people passing through on Highway 111, while others, mostly on PDC land, were nicer lodges catering to patrons of the PDC's Shadow Mountain Club.

Multiple lodges opened in the Palm Village area in the late 1940s and early 1950s, typically small and economical motor courts. These included the Palm Village Biltmore (no longer extant) and the Palm Village Guest Cottages (no longer extant), in addition to a selection of unnamed roadside lodges. Nearby to the Palm Village Inn were the Sage and Sun Guest Apartments (1946, no longer extant), a series of bungalows adjacent to the Palm Village reservoir and swimming pool.¹³⁹ These Palm Village lodges were typically designed in a Ranch style or a basic Mid-Century Modern style and were humbler, vernacular operations that did not use architecture to promote a brand. A few lodging businesses were constructed in the interior of Palm Village's subdivision, including the Del Lingo Lodge (1954), although the majority were concentrated along Highway 111. These various Palm Village lodges were typically more affordable and catered to more of a highway economy, though such notables as the writer Aldous Huxley were occasionally noted for staying in one of them.¹⁴⁰

¹³⁹ "New Cottages at Palm Village," *Desert Sun*, November 8, 1946.

¹⁴⁰ Brandy Brent, "Carousel," *Los Angeles Times*, March 15, 1949; Huxley stayed at the Sage and Sun Guest Apartments with his family on at least one occasion, in 1949, and was joined by the actress Constance Collier.

Lodging businesses also proliferated on the land developed by the PDC. In particular, the street Shadow Mountain Drive, which was sandwiched between the namesake club and El Paseo, was developed with several lodges intended to serve the high-end seasonal population of Palm Desert. The foremost of these was the Firecliff Lodge, which opened in February of 1948 after two years of planning.¹⁴¹ Cliff Henderson had partnered with his colleague Leonard Firestone (also a prominent investor in the PDC) to create the lodge, which was an amalgamation of their names. Although it was not developed by the PDC, it was designed by their allied architect Henry Eggers in a Mid-Century Modern and Ranch style. Its main office and restaurant building sat at the corner of El Paseo and San Luis Rey Avenue, and behind it was two rows of freestanding bungalows which stretched the block to Shadow Mountain Drive. Like many of the other lodges of the period, it contained its own restaurant. In fact, nearly all dining businesses in the first decade of Palm Desert's existence were typically contained in lodges.



The Firecliff Lodge bungalows (demolished) as designed by Henry Eggers for Cliff Henderson and Leonard Firestone. (Shadow Mountain Collection, HSPD)

The earliest lodge to open on PDC land was the Twin Palms Apartments (1947, standing) at the corner of Shadow Mountain Drive and Tumbleweed Lane.¹⁴² This was followed soon after by the House of Riley (1947, standing), the Shadow Mountain Terrace (1950), Larrea Lodge (1952, no longer extant) Gates of the Desert (1953, standing), and the Samareu/Desert Patch Inn (1953/55, standing), all of which were on or in the immediate vicinity of Shadow Mountain Drive.¹⁴³ These lodges were typically constructed in a U-shaped pattern around a central pool or lawn and of a more basic design with modern elements.

¹⁴¹ "Opening of Firecliff Lodge This Week is Milestone in Palm Desert History," *Palm Springs Limelight News*, February 20, 1948.

¹⁴² "The Twin Palms at Palm Desert Host to Throng," *Desert Sun*, December 9, 1947.

¹⁴³ "Hotels, Lodges, and Bungalow Apartments at Palm Desert," *Sun Spots 5th Anniversary Home Review*, 1952.

The Sun and Shadow Hotel Apartments (significantly altered) was among the more significant pieces of architecture in Palm Desert when constructed in 1950. Designed by modern architect Herbert Burns, the structure was initially a duplex (1947) owned and occupied by realtor Edith Eddy Ward and her mother, which was also designed by Burns. In 1949, a couple purchased the duplex from Ward and hired Burns to expand it into a lodge, which epitomized Burns' sleek Late Moderne design with strong linear volumes and a distinctive use of sandstone.¹⁴⁴ The hotel offered both short-term and long-term stays which, again, catered to the seasonal population. The Palm Desert Adobe (no longer extant), which opened in 1948, was another notable lodge owned and operated by the Vernon Peck family.¹⁴⁵ Located on Highway 74 near the intersection of Highway 111, the lodge consisted of two rows of bungalows around a central pool area, designed in a vernacular Ranch style.



The Palm Desert Adobe (demolished), one of the community's earliest and most eccentric lodge operations run by the Peck family. (Historical Society of Palm Desert)

By the mid-1950s, well over a dozen lodges existed in the greater Palm Desert area. While the proliferation of lodges was a result of the area's seasonal economy, the center of seasonal commercial activity was the Shadow Mountain Club, the crown jewel of PDC's operations. A private club had been central to Cliff Henderson's efforts since he shifted the Palm Desert model away from a year-round community and towards a seasonal resort community. By World War II, several private clubs had appeared in Palm Springs, including the Palm Springs Tennis Club and Palm Springs Racquet Club, which

¹⁴⁴ Keylon, *Herbert Burns*, 53-55.

¹⁴⁵ Brochure for the Palm Desert Adobe, Clifford Henderson Collection, Historical Society of Palm Desert.

followed the model of a central clubhouse complete with recreational facilities, like swimming, tennis, and pickleball. Particularly in the postwar period, these private clubs were typically Mid-Century Modern in design, which offered proof of their exciting yet refined nature. It was within this context that the idea of the Shadow Mountain Club was developed.

The design for the club, a curved building around a large pool, was initially conceptualized by PDC's architect Gordon Kaufmann, who fell ill during the project and handed it off to a younger member of his firm, Henry Eggers, of Kaufmann, Lippincott, and Eggers. Eggers developed the plans further, but they were ultimately completed by an outside architect, the prominent modernist A. Quincy Jones.¹⁴⁶ The clubhouse, which opened to a four-day, celebrity-studded event in December of 1948 after a number of delays, was a stark Mid-Century Modern design (significantly altered) of stone, wood, and glass set amidst a dramatic expanse of pristine desert.¹⁴⁷ Its curved walls faced onto a massive pool (existent) designed by Tommy Tomson in the shape of a figure-eight, flanked by twin palms. The Shadow Mountain Club was by far the most significant work of architecture constructed by the PDC and was featured in several national publications and newsreels upon its completion, in addition to being photographed by prominent photographer Julius Shulman.



The Shadow Mountain Club (1946-48): a modernist amalgamation of designs by Gordon Kaufmann, Henry Eggers, and A. Quincy Jones featuring Tommy Tomson's iconic figure-8 pool. (Julius Shulman Collection, Getty Research Institute)

More than an architectural masterpiece, however, the Shadow Mountain Club was foremost a commercial operation owned and operated by the PDC, particularly under the watchful eye of Cliff Henderson. It was a private, members-only club whose membership consisted of many early PDC homeowners and a selection of non-residents who were simply members. It was intended to be the central social venue for Palm Desert's visitors and homeowners alike. In fact, residents of Palm Desert were allowed guest privileges to the club. The Shadow Mountain Club had a dining room and bar, where it reaped most of its income, and maintained a seasonal calendar of events, parties, and holiday

¹⁴⁶ "Minutes of Meeting of the Directors of the Palm Desert Corporation," 1947, Clifford Henderson Collection, Historical Society of Palm Desert.

¹⁴⁷ "Nation's Leading Figures to Attend Gala at 4-Day Event at Shadow Mountain Club," *Desert Sun*, December 7, 1948.

celebrations for its members. During season, the Club would put on synchronized diving and swimming performances, fashion shows, and other events intended to garner crowds and celebrity. In 1950, the accompanying Shadow Mountain Stables opened, featuring a horse track and modernist stables designed by the architect Alfred Truesdell Gilman.¹⁴⁸ Other amenities included the Shadow Mountain Lake (no longer existent), and artificial lake and reservoir that dated to the earliest phase of construction in 1946, and was used for boating and recreational events.

By the mid-1950s, while Palm Desert was host to various businesses and a small but growing population, its commercial development was still lacking. El Paseo, now the centerpiece of the city's commercial district, was almost completely empty except for the Firecliff Lodge. What little commercial development had occurred – three small shopping centers, Desert Magazine, a gas station, various lodges, sales offices, and a few freestanding businesses – had occurred almost exclusively along Highway 111, which could make up for the lack of year-round residents by appealing to the consistent traffic on the highway. Except in a few instances, commercial development also occurred for the support of a seasonal economy. In the following decade, however, commercial growth would accelerate along with other forms of development.

Evaluation Guidelines: Commercial Development, 1946-1956

Summary

Resources evaluated under this theme are significant for conveying patterns of commercial development in Palm Desert in the immediate postwar period. The new town's residential growth during this time led to the construction of new commercial properties to provide services to residents and visitors alike. There are numerous examples of commercial properties dating to this period, though relatively few retain their original appearance due to subsequent alterations. Resources that are significant under this theme are likely to consist of individual buildings; Palm Desert does not appear to retain cohesive, intact groupings of commercial properties dating to this period which could be historic districts.

Associated Property Types

Commercial

- Retail store or complex
- Office building
- Hotel/motel/lodge
- Private club
- Restaurant
- Mixed-use (commercial/office/residential)
- Bank/financial institution
- Auto-oriented business
- Signage

Property Type Summary

Commercial development in postwar Palm Desert consisted predominantly of low-scale commercial buildings that housed a variety of common commercial uses. Resources may include retail and/or office buildings and complexes; hotels, motels and lodges; private

¹⁴⁸ "Modern New Stables Ready at Shadow Mountain Club," *Desert Sun*, December 22, 1950.

clubs; restaurants; mixed-use buildings; bank buildings; auto-related commercial buildings like repair shops, service stations, or garages; and signs.

Geographic Location

Central city, generally along Highway 74 and Highway 111 within the city limits. Immediate postwar commercial development in Palm Desert is concentrated along these major corridors.

Period of Significance

The period of significance for this context begins in 1946, with the end of World War II and the beginning of the Hendersons' planning, and ends in 1956, with the liquidation of the Palm Desert Corporation.

Integrity Considerations

A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As unaltered resources associated with this theme are relatively rare, some latitude should be granted when evaluating associated properties. A greater degree of alterations may not preclude a resource from being eligible, though properties must still retain sufficient integrity to convey their significance, using the guide below.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A, F¹⁴⁹	<p>An individual property eligible under this theme may be significant:</p> <ul style="list-style-type: none"> For its association with patterns of commercial development in Palm Desert during this period; and/or As the site of a significant historic event from this period. 	<p>A resource that is significant for its historic association is eligible if it retains the essential physical features that comprised its character or appearance during the period of its association with the important event or historical pattern. A commercial property from this period should retain integrity of location, design, feeling, and association, at a minimum, in order to convey the important association with the city's development during this period. A resource that has lost some historic materials or details may still be eligible if it retains the</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1946-1956), and Retain the essential aspects of integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context.

¹⁴⁹ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

		<p>majority of the features that illustrate its original style and appearance in terms of massing, spatial relationships, proportion, and fenestration pattern.</p> <p>Minor alterations – such as door replacement, re-roofing, or compatible re-stuccoing – shall not, in and of themselves, render a resource ineligible. However, the cumulative impact of multiple minor alterations may compromise a resource’s overall integrity.</p> <p>More substantive alterations that are difficult to reverse – such as extensive storefront modifications that obscure the original form and program of the building, modification of original fenestration patterns, the removal of historic finishes or features – compromise a resource’s integrity and are likely to render it ineligible.</p>	
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B/2/B	<ul style="list-style-type: none"> For its association with a person (or persons) significant in the history of Palm Desert 	<p>A property that is significant for its association with a significant person should retain integrity of location, design, feeling, and association, at a minimum, in order to convey its historic association with a significant individual.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1946-1956), and Retain the essential aspects of integrity (listed above), and Retain enough of its essential physical features to sufficiently convey its association with the historic context, and Be directly associated with the notable person’s
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			productive period – the time during which she or he attained significance.
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Theme: Civic/Institutional Development, 1946-1956

The Palm Desert area experienced its first phase of civic development between 1946 and 1956. All that had existed in the area prior to World War II was a small conglomeration of homes on the Palm Village subdivision, which prevented civic growth by lack of sheer population. As development picked up in the postwar period and the population grew, so did civic development. In particular, the Palm Desert Corporation (PDC) was concerned with cultivating a “refined” community – even if it was primarily seasonal – and instituted their own civic development campaigns. Since the PDC was building an entire community, the responsibility for providing and incentivizing civic amenities largely fell on them. Civic growth was slow, and in many instances, it was part of a business-minded development campaign, but the basic foundations for many of the city’s civic institutions were laid during this period.

The first civic institutions developed in Palm Desert were dedicated to some of the most basic city services: a post office and firehouse. Although Palm Village had predated Palm Desert, its population was small, and it never succeeded in establishing its own post office. The PDC, however, had grander ambitions, and one of its first campaigns was the establishment of a post office with the Palm Desert name. This was partly due to the fact that Desert Magazine headquarters – initially integral to the PDC’s plans – needed a post office for its magazine circulation. At the same time, Palm Village had recently been purchased by another company with plans to expand and improve the subdivision, including its own post office. After learning that Palm Village had submitted their own request for a post office, the PDC met with them and convinced them to withdraw their request.¹⁵⁰

The first Palm Desert post office (no longer extant) officially opened on July 17, 1947, with a ceremony hosted by Cliff Henderson and the PDC. The first post office building was a small modular structure provided by the PDC, and the first postmaster was William “Bill” Myers, a young veteran of World War Two.¹⁵¹ The establishment of the post office was integral to Palm Desert’s formal claim over the region, and from then on Palm Village was thought of as a neighborhood within the Palm Desert area. “Palm Desert,” but not Palm Village was officially recognized on maps, and in 1951 Palm Village officially merged with Palm Desert with a symbolic declaration. When the first Palm Desert post office opened in 1947, the population of Palm Desert was diminutive and scarcely a dozen homes had been built. Palm Village was hardly larger, but it had existed longer, and its placename was established locally. In fact, when the PDC had initiated their campaign with government authorities, not even a single structure had been built. The PDC’s victory in securing a post office was a testament to their successful campaign and the ambitions of their plans.

The post office quickly outgrew the small building allocated by the PDC, which was part of a small shopping center of modular buildings, and a new and larger location was constructed in 1951. The second post office (no longer extant) was a Moderne design constructed by the Conair Sales Corporation, a

¹⁵⁰ McKenney, *Desert Editor*, 57-58.

¹⁵¹ “Open Palm Desert Post Office,” *Desert Sun*, July 18, 1947.

building company which specialized in a novel system of concrete construction.¹⁵² The building, although foreshadowed by a series of beautiful renderings by its architect Richard Bild, was ultimately a simple utilitarian structure with a decorative Moderne feature applied to its façade.



The first Palm Desert Fire Station built by the Palm Desert Corporation, featuring a roof designed by Walter S. White. (Historical Society of Palm Desert)

Similarly, the PDC also saw to the construction of the first fire station in the area. A handful of fires had destroyed various houses in the preceding years (most notably the Herbert Pritzlaff house by Cliff May and the Walter Botthof house by H.E. Weston) and the need for a fire station became increasingly apparent as the population grew. The PDC allocated a lot at the western end of El Paseo, the commercial thoroughfare that was yet to be developed, and built a fire station in 1952.¹⁵³ The building (standing, CoPD Landmark #1) was a standard design supplied by Riverside County officials to firehouses across the county. The PDC, however, found the design too utilitarian, and commissioned the architect Walter S. White to enliven the design, which he accomplished by adding his signature pointed roof.¹⁵⁴ The firehouse was staffed by the Palm Desert Volunteer Fire Association and was in operation for many years after its construction.

Yet another civic asset to Palm Desert was the construction of its first school, the Palm Desert School (now the site of George Washington Charter Elementary School), in 1949.¹⁵⁵ Although Palm Desert had a very small year-round population, let alone a significant population of families, it leveraged its geographic

¹⁵² "Work Starts on Post Office at Palm Desert in Ten Days," *Desert Sun*, January 12, 1951.

¹⁵³ "Palm Desert Fire Station Dedicated," *Desert Sun*, May 29, 1952.

¹⁵⁴ Letter from Cliff Henderson, ca. 1951, Clifford Henderson Collection, Historical Society of Palm Desert.

¹⁵⁵ "Palm Desert School Rising," *Los Angeles Times*, December 19, 1948.

location at the center of the Coachella Valley to catalyze the construction of its first school – a method it would use in later years to attract additional schools and colleges. Students from a variety of surrounding communities attended the school, which had an initial class size of around 200 students (Palm Desert’s entire year-round population was not even that large).

The PDC provided the land, a seven-acre parcel in the more affordable Unit #4, to the Riverside County school system, which built the school between 1948 and 1949. The school (no longer extant) consisted of a set of Mid-Century Modern classrooms and administration offices designed by the modern architect Stanley Ring, a local architect who had initially worked in the offices of Walter S. White. The Palm Desert School served as the main primary school serving Palm Desert and surrounding communities for the following decade, until a few others were constructed.



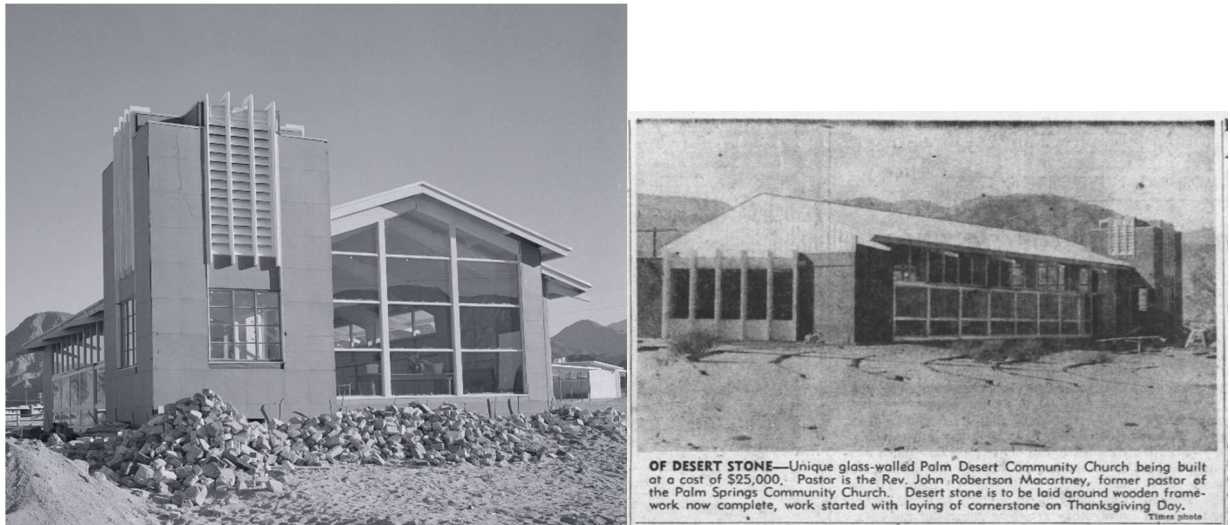
The Palm Desert School (demolished) designed by architect Stanley Ring in 1948. (Historical Society of Palm Desert)

Directly adjacent to the site of the school, in the part of Palm Desert dedicated by PDC to civic development, was the community’s first church. Since its earliest plans, the PDC had allocated a portion of land, which it named the “Church Square,” for the construction of churches and other religious facilities. A church was an important component of Palm Desert’s brand as a refined community, and the PDC continually planned and incentivized for such. The Palm Desert Community Presbyterian Church was inaugurated on Thanksgiving Day of 1948 by the local pastor Reverend Joseph R. Macartney, who held the first services on an outdoor platform at the site of the future church.¹⁵⁶ Over the next two years, the church organization fundraised and continued to hold its services in a variety of interesting locations, including the Shadow Mountain Stables and the Herbert Burns-designed residence of Edith Eddy Ward. At one point, the PDC even trucked in a surplus modular army chapel for use by the organization, although it appears it went unused.¹⁵⁷

¹⁵⁶ “Outdoor Service Held at Palm Desert on Thanksgiving,” *Desert Sun*, November 23, 1948.

¹⁵⁷ “Army Post Chapel Used by Community Church at Palm Desert,” *Palm Springs Limelight News*, April 1, 1949.

The PDC provided the parcel of land to the church, which was constructed between 1949 and 1950 in a Mid-Century Modern style designed by local architect Barry Frost. The church (45630 Portola Avenue, CoPD Landmark #5) had a simple one-room layout with walls of glass, angular beams that were dramatically expressed on the interior and exterior, and a bell tower. The cornerstone was laid on Thanksgiving Day of 1950, exactly two years after the first services.¹⁵⁸ The Palm Desert Community Presbyterian Church became the first formalized church in Palm Desert and was essentially the only church in the community for the next decade. In 1951, a manse (significantly altered) was constructed on the property as designed by Walter S. White.



The Palm Desert Community Church designed by Barry Frost under construction (left) and shortly after its completion (right). (Shadow Mountain Collection, HSPD; Los Angeles Times)

Although they were both commercial ventures, the Shadow Mountain Club and Desert Magazine developed into local institutions. The two were theoretically opposed – one was a gleaming Modernist clubhouse for seasonal residents, and the other a historicist Pueblo for desert enthusiasts – but they each became a civic asset in their own right. The Desert Magazine hosted the Palm Desert Art Gallery, which put on art shows by numerous professional and amateur artists. Besides the art shows, the gallery was also used as a gathering space for a number of local civic efforts. As a former partner in the Desert Magazine operations recalled, “The generous space became the meeting place for numerous pioneer movements: church groups in their formative weeks, first meetings of community library sponsors, land use discussions by leaders of nearby developments, and other community organizations.”¹⁵⁹

¹⁵⁸ “Ceremonies Mark Laying of Cornerstone of Church,” *Desert Sun*, November 24, 1950.

¹⁵⁹ McKenney, *Desert Editor*, 59.



An art show at the Desert Magazine headquarters in Palm Desert, one of many civic activities held at the structure. (Clifford Henderson Collection, Historical Society of Palm Desert)

Randall Henderson, the editor of Desert Magazine and the Henderson brother who had initially lobbied for Palm Desert to be a year-round community, was particularly interested in the establishment of a local library. The magazine's headquarters contained a "desert library" for its employees, but its resources and circulation were limited. In the early 1950s, Randall committed a portion of Desert Magazine's land for a future library building – a vision which would not be realized for another decade. The first formalized library was established in 1955 in a commercial space at the Palm Desert Patio Shops (significantly altered) as part of the Riverside County Library System, and though it was not the freestanding library that its earliest proponents conceptualized, it was a first for the community.¹⁶⁰ Its librarian, Mrs. Nancy Ann Whitehouse, held library card no. 1.¹⁶¹

¹⁶⁰ Lou Kuehner, "Palm Desert," *Desert Sun*, January 24, 1955; "Stars Help Raise Money for Palm Springs Library," *Riverside Daily Press*, July 21, 1953.

¹⁶¹ Photos of Mrs. Whitehouse's library card provided by Evan Trubee via email, March 26, 2025.



Palm Desert Library at the Palm Desert Patio Shops, ca. 1955. (Nancy Ann Whitehouse)¹⁶²

At various times in the early 1950s, there were efforts to establish a community center and other civic buildings. At first, the surplus army chapel that the PDC had hauled in for the church was also intended to serve as a community center, though this plan never materialized. Similarly, there were efforts in 1955 to establish a community center.¹⁶³ In 1951, the Palm Desert Little Theater moved into an existing cabinet shop (73550 Santa Rosa Way, extant and now with a different use) to become the community's first permanent performing arts venue.¹⁶⁴

If anything, the Shadow Mountain Club served as an informal community center for Palm Desert. From its opening in 1948, the club's programming was targeted not only to its private members but to the Palm Desert community at large. It held annual events on Easter, Thanksgiving, and other holidays which were open to the general public, as well as other events like an annual "County Fair," or special events honoring the first 99 homebuilders in Palm Desert. It was also the meeting place of many of Palm Desert's earliest business and service organizations, many of which were established during this period. These organizations included the Palm Desert Boosters [Palm Desert Chamber of Commerce] (est. 1953), Palm

¹⁶² Mrs. Whitehouse's photos provided by Evan Trubee via email, March 26, 2025.

¹⁶³ "Palm Desert C of C Plans Community Center," *Desert Sun*, November 25, 1955.

¹⁶⁴ "Little Theatre Group Formed," *Cathedral Citizen* November 1, 1951 (clipping on file at HSPD); Palm Desert Playhouse 1967-1968 Season (booklet on file at HSPD).

Desert Women's Club (est. 1955), and the Palm Desert Rotary Club (est. 1948), who both held early events and meetings at the clubhouse.¹⁶⁵

The Shadow Mountain Club was foremost a private club, but a very important one to the early Palm Desert homeowners, particularly those who occupied the exclusive Shadow Mountain Estates. Its membership was a host of executives, celebrities, and other notables, and it was arguably the most prominent institution in the community for the first decade of Palm Desert's existence.

By the mid-1950s, Palm Desert, largely through the efforts and planning of the PDC, had laid the foundation for its civic assets. It had a church, school, post office, library, and firehouse: the very basic requirements for any community. These were integral to the PDC's plans to construct an entire and complete community and had been part of their planning efforts since the community's inception. Additionally, other institutions like the Shadow Mountain Club and Desert Magazine contributed to the civic environment. In the following decades, the variety and quantity of civic assets would grow.

Evaluation Guidelines: Civic/Institutional Development, 1946-1956

Summary

Resources evaluated under this theme are significant for conveying patterns of civic and institutional development in Palm Desert in the immediate postwar period. The new town's expansion during this time included the establishment of civic and institutional properties, mostly by the Palm Desert Corporation and its affiliates. There are relatively few examples of civic/institutional properties dating to this period, some have already been landmarked, and others have been altered. Resources that are significant under this theme consist of individual buildings or small institutional complexes (e.g., church campuses) rather than cohesive groupings of properties (potential historic districts).

Associated Property Types

Public institutional

- Post office
- Fire house
- Public utility building
- School

Private institutional

- Church/religious building
- Social club/meeting hall/clubhouse
- Theatre

Property Type Summary

Institutional development in postwar Palm Desert consisted predominantly of low-scale public civic/governmental buildings and private buildings. Civic/institutional resources may include post offices; fire houses; public utility buildings; school buildings and campuses; religious buildings and campuses; theaters; and buildings seeing long-term use by fraternal, social, or interest-based organizations.

¹⁶⁵ "Palm Desert Boosters Elect Ellsworth First President," *Desert Sun*, December 10, 1953.

Geographic Location	Central city/south of Highway 111. Immediate postwar institutional development in Palm Desert was largely associated with the Palm Desert Corporation and its property south of the older Palm Village.
Period of Significance	The period of significance for this context begins in 1946, with the end of World War II and the beginning of the Hendersons' planning, and ends in 1956, with the liquidation of the Palm Desert Corporation.
Integrity Considerations	A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As unaltered resources associated with this theme are rare, some latitude should be granted when evaluating associated properties. A greater degree of alterations may not preclude a resource from being eligible, though properties must still retain sufficient integrity to convey their significance, using the guide below.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A. F¹⁶⁶	<p>A resource eligible under this theme may be significant:</p> <ul style="list-style-type: none"> For its association with patterns of civic/institutional development in Palm Desert during this period; and/or As the site of a significant historic event from this period. 	<p>A resource that is significant for its historic association is eligible if it retains the essential physical features that comprised its character or appearance during the period of its association with the important event or historical pattern.¹⁶⁷ An institutional property from this period should retain integrity of location, design, feeling, and association, at a minimum, in order to convey the important association with the city's development during this period. An institutional property that has lost some historic materials or details may still be eligible if it retains the majority of the features that illustrate its</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1946-1956), and Retain the essential aspects of integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context.

¹⁶⁶ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

¹⁶⁷ National Register Bulletin 15.

		original style and appearance in terms of the massing, spatial relationships, proportion, and fenestration pattern. A resource is generally not eligible if it retains some basic features conveying form and massing, but has lost the majority of features that characterized its appearance during its historical period.	
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B/2/B	<ul style="list-style-type: none"> For its association with a person (or persons) significant in the history of Palm Desert 	A resource that is significant for its association with a significant person should retain integrity of location, design, feeling, and association, at a minimum, in order to convey its historic association with a significant individual.	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1946-1956), and Retain the essential aspects of integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context, and Be directly associated with the notable person's productive period – the time during which she or he attained significance.
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4.6 Context: Palm Desert Diversified Development, 1957-1966

Historical Background

While the foundations for Palm Desert had been laid by the Palm Desert Corporation (PDC) in the late 1940s and early 1950s, the built environment of the following decade saw immense growth and diversification. The PDC had largely created Palm Desert: they laid out its streets and infrastructure, attracted the first homeowners and businesses, and cultivated the community as a refined and seasonal destination. This, of course, emerged within the context of the Coachella Valley's expanding prominence as a region of leisure and affluence, particularly through trendsetting Palm Springs.

In its ambition, however, the PDC had struggled in two respects. The first was that it almost arrived too early to the resort boom that would remake the Coachella Valley. Construction on Palm Desert had begun in 1946 with the nation hardly out of the war (the PDC, in fact, had numerous delays and difficulties with war-related material shortages). While the population and economy of Southern California had already seen its great wartime expansion, the Coachella Valley's postwar epoch would not begin in earnest until the 1950s. Palm Desert was among a number of developments that emerged immediately after the war, but the encompassing and Mid-Century Modern development that the region was noted for (e.g., country clubs or the William Krisel-designed tracts built by the Alexander Construction Company) occurred later into the 1950s. The initial phase of Palm Desert, although it saw its fair share of Modernist development, was an early adopter of the postwar leisure model for which the Coachella Valley would become known. For this reason, the sale and development of Palm Desert's land was never as extraordinary as envisioned despite over a hundred homes being built.

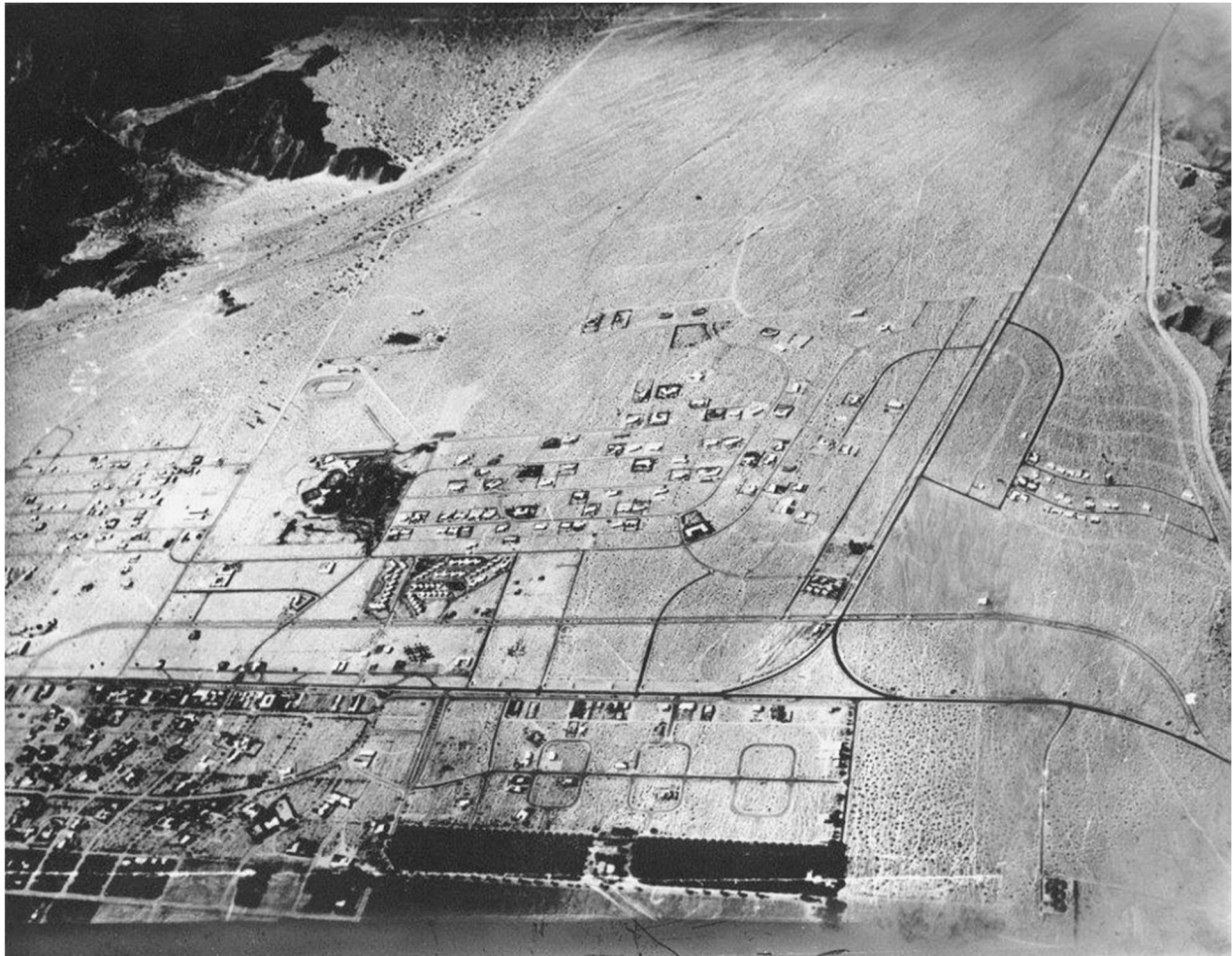
The second struggle that PDC faced was self-inflicted. In its efforts to cultivate a refined resort community, it had imposed a host of explicit and implicit restrictions, whether it be those defining the type and size of architecture, or the race and religious affiliations of its prospective residents. This fared well for attracting the overwhelming White, wealthy, and seasonal population the PDC so desired, but less for the creation of a "complete" community, as Randall Henderson had once posed the issue to his endeavoring brother Cliff.¹⁶⁸ Except for two small units of the PDC's land, almost the entirety of Palm Desert was dedicated to expensive seasonal homes. For this reason, the PDC was limited in who it could sell land to, and middle-class buyers were relegated to either the two affordable units which the PDC developed, or, increasingly, the subdivisions (e.g. Palm Village, Panorama Ranch) which surrounded the city. Once again, this meant that the PDC struggled to sell portions of its property, and it was unsuccessful in attracting a diverse or year-round population.

This all changed in 1956 when the PDC liquidated its landholdings to a consortium that consisted of the Baldwin Hills Sales Company (led by A. Ronald Button, the developer behind Rancho Mirage) and the Home Savings and Loan Association (led by famed Los Angeles developer-banker Howard Ahmanson). The sale included all the PDC's unsold lots and land but did not include the Shadow Mountain Club (which had been sold three years prior) or the properties owned solely by PDC's president Cliff Henderson, which consisted of the Firecliff Lodge, various other buildings, and a selection of lucratively sited parcels.¹⁶⁹

¹⁶⁸ Luke Leuschner, "Palm Desert: A Sellable Dream on Forsaken Land, Part I," *The Hourglass*, Fall 2021.

¹⁶⁹ "Three Villagers Instrumental in Record Land Sale," *Desert Sun*, September 3, 1956.

The Palm Desert Sales Company (PDSC) was the entity created by Button and Ahmanson to sell the recently acquired property. Unlike the PDC, the PDSC tolerated greater and more diverse development on its land in its efforts to recoup its initial investment. Whereas the PDC had once turned down a small tract of Mid-Century Modern homes for fears of homogeneity, the PDSC welcomed large-scale condominium developments. (In fact, more than once Cliff Henderson publicly criticized the PDSC's practices, and at one point they sued him over a very public conflict arising from their handling of El Paseo's medians.¹⁷⁰)



An aerial of Palm Desert taken in the early-to-mid 1950s, just prior to the liquidation of the Palm Desert Corporation. (Historical Society of Palm Desert)

Despite the PDSC's leniency, the overall orientation of Palm Desert was still a high-class resort community. The PDC had established it as such and it remained one, even if its population diversified and a larger portion became year-round. Development in the surrounding communities (particularly Rancho Mirage and Indian Wells) was similarly oriented around this model. Integral to the maintenance of this model were two typologies that emerged in the 1950s and 1960s: the condominium and the country

¹⁷⁰ Gene Johnson, "P.D. Meet Brings New Association," *Desert Sun*, March 12, 1962.

club.¹⁷¹ The condominium offered good design by any one of the region's noted Modernists and convenience at an affordable price. The country club, with its provision of recreational facilities (golf, tennis, etc.) and estate lots, perpetuated and expanded the high-class leisure model. And in numerous cases – particularly in Palm Desert – the combination of the two was even more lucrative.

The PDC had laid the foundations for Palm Desert to grow, but with the combination of PDSC's looser guidelines and a fruitful economic context, the community achieved its greatest period of development. In 1956, Palm Desert had one church, but by the end of the 1960s, it had nearly ten. Over a dozen subdivisions spawned in the undeveloped land bordering Palm Desert. Dozens of condominium developments and spec-built tracts filled in interior land, the commercial frontage on Highway 111 grew, and for the first time, development began along El Paseo.

New subdivisions included Silver Spur Ranch, Palm Desert Highlands, Shadow Village, and Palm City (Palm Desert Country Club). Moreover, these new subdivisions diversified the types of residents that lived in Palm Desert. Whereas the residents of the PDC era had been wealthier individuals seeking a weekend retreat, a growing proportion of the population consisted of the middle class, retirees, and even families. Palm Desert's seasonal character did not necessarily change overall, but it was extended to a larger audience. At the same time, it came to acquire a small but decent population of families with such developments as Shadow Village (Palm Desert Dreamhomes) and Palm Desert Country Club.

These new subdivisions also increased the boundaries of Palm Desert, which would not officially incorporate as a city until 1973. The land south of Highway 111 had been mostly developed by the PDC, though new subdivisions like Silver Spur Ranch, Palm Desert Highlands, Highland Palms Estates, Shadow Hills Estates, and Deep Canyon Ranch consumed most of the remaining land that was owned by neither the PDC or the PDSC, and infill development (e.g., Sandpiper) filled out the larger patches of land within the PDC's former subdivision. Increasingly, with subdivisions like Shadow Village, Halecrest Country Club Village, and Palm City (Palm Desert Country Club), development was also occurring in the vast and undeveloped acreage north of Highway 111, and Palm Desert's boundaries (still unofficial) grew.

While the PDC and a few of its allied builders (e.g., R.P. Shea) and architects (e.g., Walter S. White) had held a virtual monopoly over community's construction and design, the field of actors widened during this period. White moved away in the late 1950s, and architects and designers such as John Outcalt, Charles W. Doty, Harold Bissner, Robert Pitchford, John P. Moyer, and Robert Ricciardi were residents and practitioners in Palm Desert, designing in a preferred Mid-Century Modern styles. Other developers, like Monte Wenck, Adrian Schwilck, Charles White, Hal Kapp, and Ted Smith entered the scene, developing a range of buildings from individual spec homes to entire subdivisions. And at the same time, as Palm Desert became more established, capital was flowing in from developers across a broader region, many of whom brought in their own architects.

More than some of this growth can be attributed to the context of the Coachella Valley, which was undergoing its greatest phase of postwar development as far as the Salton Sea. This phase, beginning in the mid-1950s and lasting until the late 1960s, was marketed towards the middle and upper-middle class with mass-produced Mid-Century Modern tracts and communities across the Coachella Valley. With its

¹⁷¹ Culver, *The Frontier of Leisure*, 154-157.

mid-valley location, Palm Desert was well situated to capitalize on this growth, and it certainly did. Advertisements for the developments and businesses touted Palm Desert's proximity to both ends of the Coachella Valley, and it was quite literally in the center of regional growth. This centrality helps to explain the development of Palm Desert's new businesses and subdivisions, but it was particularly integral to the establishment of civic amenities like the College of the Desert, the Palm Desert Library, additional schools, and any number of its new churches. Palm Desert entered the 1950s as a small but established resort city and left the 1960s as a formidable, mid-valley presence.

Theme: Residential Development, 1957-1966

Perhaps nothing expanded or diversified as much in Palm Desert in the 1950s and 60s than its residential development. Beginning with the liquidation of the Palm Desert Corporation (PDC) in 1956, the new epoch of development was marked with laxer architectural restrictions, which made way for a greater variety of housing typologies. Whereas the vast majority of residential development in the preceding period had primarily been custom-built single-family homes – whether estate-sized or small weekend retreats – this period saw the development of condominiums, large-scale tracts, and increasingly novel housing types at multiple levels of affordability. This new housing facilitated a large increase and socioeconomic diversification of Palm Desert's population, thereby catalyzing development in all other sectors as well.

While the shift in residential development can be partially attributed to the sale of the PDC itself and the resultant managerial shift, perhaps the most significant quantity of residential development occurred on land that was never owned by the PDC. In many instances, these subdivisions were parasitic to those plotted by the PDC, as they were connected to streets and utilities initially laid out by the PDC and benefitted from the image it had produced. During the bulk of PDC's tenure, Panorama Ranch had been the only new subdivision that was realized directly adjacent to their land, while Palm Village and Palm Dell Estates were previously existent or developed at the same time. By the middle of the 1950s, however, Palm Desert had grown enough in size and prominence, and even if it was not as much as the PDC intended, it was able to attract development by outside interests. There was significant land available north of Highway 111, but also various parcels south of Highway 111, particularly those on the southernmost portion of the slope (closer to Deep Canyon) which had never been acquired by the PDC.

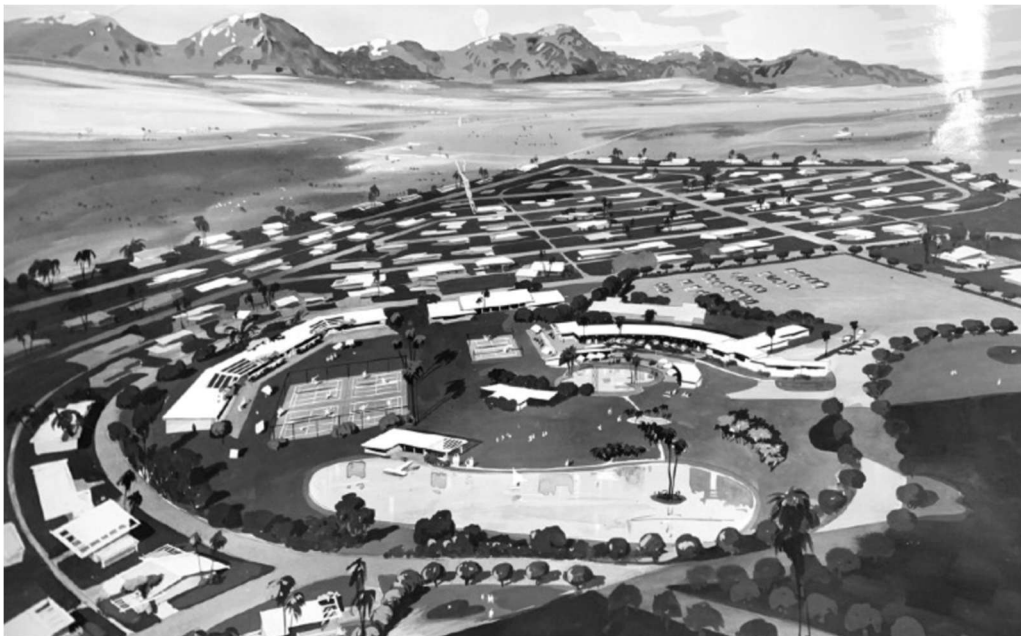
Around the time the PDC was undergoing discussions for the liquidation of their land, work was underway for such subdivisions as Shadow Mountain Park (1954), Palm Vista (1955), Shadow Hills Estates (1956), Silver Spur Ranch (1956), Palm Desert Highlands (1957), and Desert Garden Homesites (1957). Nearly all of these subdivisions were developed by people unaffiliated with the PDC on peripheral land, but many of the developers behind them would become distinct and recurring figures in Palm Desert's development.

The first of these, Shadow Mountain Park, was the result of the sale of the Shadow Mountain Club in 1953 to a consortium of its members.¹⁷² The new owners sought to revamp and redevelop the club, including a small subdivision on a parcel of land north of the club's grounds that faced the Shadow Mountain Lake. Designed by PDC affiliate and landscape architect Tommy Tomson, the Shadow Mountain Park subdivision (which was essentially only two curving streets) largely followed the PDC model. Lots

¹⁷² "Palm Desert Club Sold to Members," *Los Angeles Times*, November 30, 1953.

were offered to members of the Shadow Mountain Club and homes were expected to be custom-built and designed in a suggested “modern” Ranch style. Only a handful of homes were built in the first years of the subdivision’s existence, but they were larger Mid Century Modern homes that faced the Shadow Mountain Club grounds. These included the Robert Overpeck residence designed by Warren Frazier Overpeck (1957, CoPD Historic Landmark), the Jack Blair residence (1957) and George Walling residence (1956), both designed by John P. Moyer.¹⁷³

While the PDC had never really developed and sold housing (except for the Sun Lodges), beginning in the 1950s, many developers would also build spec houses as part of their subdivision in addition to offering the sale of individual lots. The Palm Desert Highlands subdivision, founded in 1957 by prominent realtors Ted Smith and Hal Kapp, was one such instance.¹⁷⁴ The subdivision, which was a small set of streets on the southernmost portion of Palm Desert’s slope, was intended to be an upper-class development with commanding views and estate-sized lots. The architect John P. Moyer was brought on to design four houses by an affiliate of Smith and Kapp, which were featured in all the development’s advertising and ultimately sold for a profit.¹⁷⁵



Tommy Tomson’s rendering of the Shadow Mountain Park neighborhood. (Clifford Henderson Collection, HSPD)

In the immediate vicinity of Palm Desert Highlands was Silver Spur Ranch, another subdivision which exemplified the new era of development. Founded by the couple Adrian and Mercedes Schwilck in 1956, Silver Spur Ranch was a large project (landholdings totaled around 600 acres at one point) on the southernmost slope, offering lots priced and sized at multiple levels. The Schwilcks (and successive developers) developed dozens of houses and duplexes on the property in multiple phases, beginning in 1957 and continuing into the 1960s. These homes consisted of a few models designed in a Mid-Century

¹⁷³ Luke Leuschner, *Landmark Nomination for the Robert K. Overpeck Residence*, January 22, 2022.

¹⁷⁴ “Palm Desert Highlands Proves Slogan of Palm Desert,” *Desert Sun*, March 15, 1958.

¹⁷⁵ [Advertisement for Palm Desert Highlands], *Desert Sun*, April 19, 1958.

Modern and Ranch style, and were sold to a variety of retirees, seasonal residents, and even families. In the early 1960s, after a period of absence which involved re-purchasing their stake in Silver Spur Ranch, the Schwilcks developed dozens of Mid-Century Modern homes and duplexes designed by architect Richard Harrison, particularly on the street Feather Trail.¹⁷⁶

The development of Silver Spur Ranch and other subdivisions of the period was a combination of development initiated by the primary developer(s), affiliated spec builders, and individual homeowners. Other investors and affiliates of Silver Spur Ranch developed their own sets of spec homes, including a selection of Ranch homes designed by architect Earl Kaltenbach in 1957, a set of Mid-Century Modern homes designed by architect William Krisel between 1960 and 1961, and even a pair of Donald Wexler-designed homes also built in 1960. At the same time, individual lots (of which there were many) were sold to prospective homeowners, resulting in such notable homes as the Paulette Johnson house designed by Walter S. White (1958) and the Thomas Hearn house designed by Cliff May (1962). Similarly, the singer Bing Crosby was sold a parcel of land on the uppermost portion of Silver Spur Ranch's landholdings (which were only partially developed) where he built a Mid-Century Modern Ranch house by architect Howard Lapham (1958, extensively altered), which was later noted for hosting John F. Kennedy multiple times during his presidency.¹⁷⁷



A view of the sales office and entrance to Silver Spur Ranch, including the pink Jeep in which sales agents drove prospective buyers around the development. (Historical Society of Palm Desert)

¹⁷⁶ Tracy Conrad, "A Twisty, Unlikely Tale of Three Palm Desert Characters Who Changed the City Forever," *Desert Sun*, January 24, 2021, <https://www.desertsun.com/story/life/2021/01/24/history-twisty-tale-three-palm-desert-men-who-changed-city-forever/6689483002/>.

¹⁷⁷ Robert Hartmann, "Red Tide Wanes, Kennedy Asserts," *Los Angeles Times*, March 24, 1962.

Another small subdivision of the period, owned and immediately developed by Eugene Roberts of Roberts Construction Inc, was the Desert Garden Homesites. Located on land that was originally part of the Desert Magazine's landholdings, the subdivision consisted of a single roundabout street on which Roberts developed ten Mid-Century Modern homes designed by local architect John Outcalt.¹⁷⁸ Outcalt also designed and built his family home on the subdivision in which he lived for a decade.¹⁷⁹

Being developed at the same time was the adjacent Shadow Hills Estates (1956), a subdivision developed by Monte Wenck through the 1950s and 60s.¹⁸⁰ Wenck and his associates laid out the subdivision directly adjacent to the former Panorama Ranch (which had also been revamped and expanded during the period into the Palm Desert Estates), and built well over a hundred Mid-Century Modern houses, duplexes, and apartment buildings. Many of these homes and units (existing in varying states of alteration) are attributed to Charles W. Doty, a local architect who had his start in the offices of Walter S. White.¹⁸¹ Because they were produced at a larger scale and in varying sizes, and proximate to schools, these homes attracted a variety of homeowners, not just the wealthy seasonal residents that had been typical of the PDC era.

While numerous small subdivisions (including those mentioned above) emerged on land within or immediately adjacent to the boundaries of Palm Desert as established by the PDC, other subdivisions were much larger in size and developed beyond the initial boundaries of the community. These were mass-produced tracts, typically in a basic Mid-Century Modern style, and more importantly, they catered to entirely different demographics. The first of these was Shadow Village, a large-scale development conceived by the national housing developer Sproul Homes Inc on a parcel north of Palm Desert that was formerly agricultural.¹⁸² Previously, the only subdivision that had been built in the area was a small, later unit of Palm Village.

A series of sweeping streets, Sproul built around sixty homes (of a planned 400) that were targeted to a demographic of nuclear families. Prices for a brand-new house began at just \$16,750 and could be financed by affordable FHA loans, and open houses featured free balloons and ice cream for the children of potential buyers. Shadow Village was ultimately sold halfway through its development, at which point it was built out in the late 1950s and early 1960s with another series of affordable homes known as the California Dream Homes.¹⁸³ Most consequentially, Shadow Village introduced a larger year-round

¹⁷⁸ "Desert Gardens Set to Open," *Desert Sun*, February 6, 1959.

¹⁷⁹ "John Outcalt – Leading the Way," *Palm Desert Post*, July 15, 1965.

¹⁸⁰ [Advertisement for Shadow Hills Estates], *Palm Springs Life Annual Pictorial*, 1959; Helen Anderson, "Palm Desert," *Desert Sun*, September 27, 1954.

¹⁸¹ [Advertisement for Shadow Hills Estates model home], *Desert Sun*, March 16, 1956. Doty designed an initial model home at the corner of Deep Canyon Road and Peppertree Drive that was built in 1956. Although his involvement in future homes is not documented, the homes that Wenck and others built in Shadow Hills are typical of his work, and many of them follow the same design/floor plan as the model home Doty is known to have designed. He also partnered with Wenck on a variety of other projects in Palm Desert. Further documentation is needed to understand the full scope of his involvement, as it appears that architect Richard Dorman may have also been involved, but it is clear that Doty was associated with Wenck.

¹⁸² "Shadow Village Project Starts," *Desert Sun*, May 2, 1959.

¹⁸³ "Dream Homes Buys Shadow Village Lots," *Desert Sun*, May 31, 1960; "California Dream Homes Starts P.D. Development," *Desert Sun* August 19, 1960. Because the California Dream Homes developer had a concurrent

population to Palm Desert, and many of the homes were in fact occupied by young families. The provision of families also aided in the establishment of public schools (Palm Desert Middle School and Abraham Lincoln Elementary School) on adjacent land.

Much more dramatic than Shadow Village was the development originally conceived as Palm City (1960) by developers Nel Severin and H. Marshall Secrest, who purchased over 550 acres of empty desert land far to the east of Palm Desert, straddling the border of La Quinta along Washington Avenue. Palm City was envisioned to be a self-sufficient community unassociated with another community, much like what the PDC had done with Palm Desert. Plans called for a development of upwards of 1,800 homes and apartments to accommodate a population of 4,000, complete with a shopping and health center, recreational facilities, and a golf course.¹⁸⁴ Moreover, Palm City was intended to be a retirement community, upheld by an age requirement. While retirees had previously accounted for some of Palm Desert's population, many of them were diffused throughout a larger seasonal community and hadn't previously been concentrated in a purpose-built neighborhood like Palm City.

Palm City homes were designed in nineteen models, many of which had Ranch, Polynesian, and other exotic influences, and a complex of apartment buildings was also developed.¹⁸⁵ The developers succeeded in building the first unit of 450 homes, a portion of the second unit of another 450+ homes, a shopping center, various recreation buildings, and a cooperative apartment complex before the endeavor failed in 1963, at which point it was sold to another set of investors.¹⁸⁶ The new owners renamed the development Palm Desert Country Club (formally associating it with Palm Desert), laid the streets for the third unit, dropped the minimum age requirements, and made general improvements. While the majority of the neighborhood's residents were still retirees, an increasing number of families moved into the affordable homes. While Palm Desert had always been a seasonal community, neighborhoods like Shadow Village (Palm Desert Dream Homes) and Palm City (Palm Desert Country Club) diversified its population, attracting a more middle-class and year-round clientele of families and retirees alike.

California Dream Homes development in Palm Springs, the two were commonly referred to as Palm Desert Dream Homes and Palm Springs Dream Homes, respectively.

¹⁸⁴ Jack Davis, "City of 4,000 Due in Year," *Desert Sun*, February 28, 1961.

¹⁸⁵ Brochures for Palm City and Palm City Cooperative Apartments, ca. 1961, Historical Society of Palm Desert Archives.

¹⁸⁶ "Palm City to Change Image," *Palm Desert Post*, January 6, 1964.



An aerial of Palm City [Palm Desert Country Club] shortly after the first phases of its development. (Shadow Mountain Collection, Historical Society of Palm Desert)

Similar in ambition and scope to Palm City was the development Halecrest Country Club Village. Initially conceptualized in 1959 as a \$60 million retirement development containing hundreds of homes, a shopping center, hotel, eighteen-hole golf course, and even a landing strip, the project's ambitions were reduced even before ground was broken in 1960.¹⁸⁷ The developers, a partnership between Los Angeles developers Golconda Development Company and Hale Company, ultimately consisted of nine groupings of around a dozen homes, each with a shared pool area. The homes were small single-family homes designed in a simplified Mid-Century Modern style typical of tract development and were primarily sold to young families. Halecrest Country Club Village was located slightly further north of Shadow Village alongside Cook Street, in an area covered in sand dunes and date farms. A testament to the immense development happening in the postwar period, in 1962, a photograph of Halecrest emerging from a foreground of sand dunes was featured on the cover of Life Magazine for a story on "Opening Up the Desert for Living."

Residential development within the historic boundaries of Palm Desert – PDC-owned land and Palm Village – also continued apace. The Palm Desert Sales Company (PDSC) initiated their own sales campaign to liquidate the PDC's residual land, selling individual lots but also larger parcels. Whereas the PDC had emphasized the construction of custom-built homes by individual homeowners (whether estate-sized or not), the new wave of infill development was led by spec builders who purchased lots and developed a series of houses, often of the same model or designed by the same architect.

¹⁸⁷ "Officials Reveal Plans for Senior Citizens Project," *Desert Sun*, July 28, 1959.



A view of Palm Village from the 1960s, showing some of the smaller, more affordable single-family homes for which it became known. (Historical Society of Palm Desert)

Monte Wenck, who had developed Shadow Hills Estates, and his associate M.L. Beard built not only Shadow Hills Estates, but also purchased nearly all the residual lots within the former Panorama Ranch and built many of the same models that had built in Shadow Hills Estates. Similarly, the Palm Springs-based developer J.C. Dunas built what he labeled the “Purple Hills Estates.” Although named as if they were their own subdivision, Dunas built dozens of homes designed by the notable architect Charles DuBois on lots he had purchased from the PDSC in the early- and mid-1960s.¹⁸⁸ They were not separated from surrounding houses like most “estates” might have been but were mixed in with numerous custom homes built under PDC’s tenure. Most of them, however, can be found on the streets of Salt Cedar, Goldflower, Tamarisk, and Bursera, which were streets plotted but not developed by the PDC.

Residential infill development was also prevalent in the former Palm Village during this time. With the construction of surrounding family-oriented neighborhoods and the College of the Desert, these homes were typically single-family, designed in a simplified Mid-Century Modern style, and built by a wide selection of speculative builder-developer types. One such example was Walter White’s design for Charles Gibbs of low-cost single-family housing, of which only two were built (significantly altered). Small apartment complexes and duplexes were also prevalent infill developments in Palm Village.

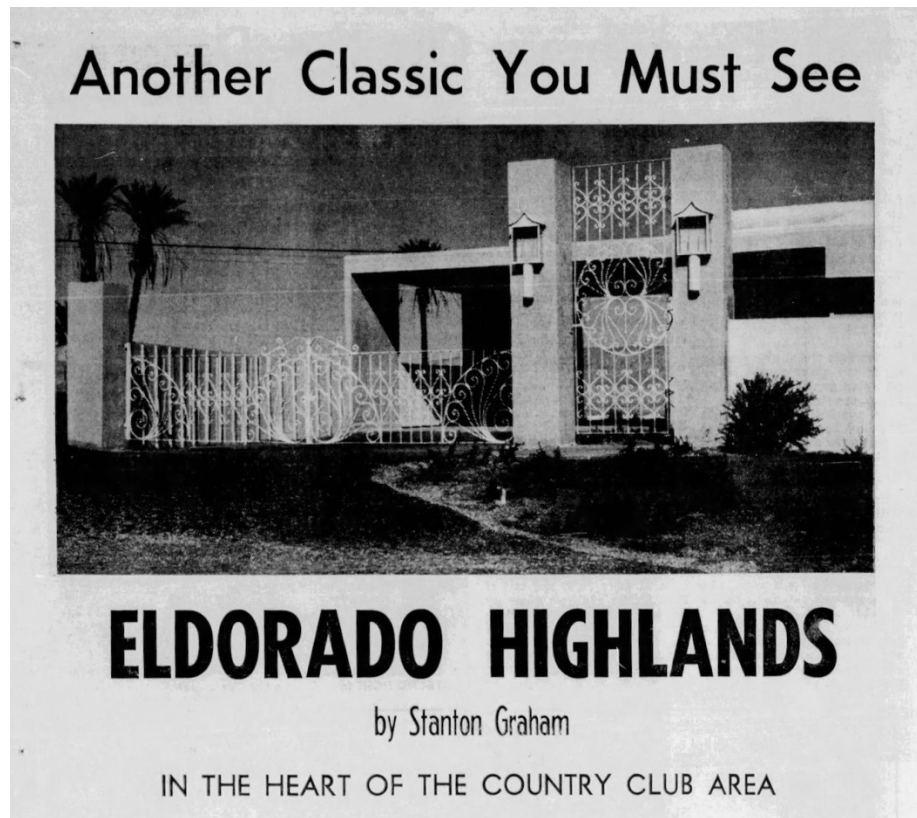
¹⁸⁸ [Illustration of Purple Hills Estates home], *Desert Sun*, October 1, 1965.

The design of the Purple Hills Estates homes by Charles DuBois also embodied a general shift that residential architecture in the Coachella Valley underwent in the late 1950s and early 1960s. Although mostly still classified under the large umbrella of Mid-Century Modern, the architecture of the period began to move away from the design of the 1940s and early 1950s which was either a refined and cleaner Modernism, or a Modernism that was hybridized with the Ranch style (as was the case with the PDC's "modern ranch" requirements). Instead, this next period of Mid-Century Modernism was noted for its integration of exotic or historicized elements, with themes that ranged from Polynesian to Grecian. DuBois, for example, designed a "Parthenon" model for the Purple Hills Estates, as well as other designs that were ambiguously French and Italian. Whereas the first phase of Mid-Century Modernism was noted for its clean lines and spans of glass, the late 1950s and 1960s was the era of breezeblock, swag lights, and otherwise fantastical theming.

Similar to the design of Purple Hills Estates were three contemporary tracts, Desert Stars (1961), Eldorado Highlands (1963), and Highland Palms Estates (1964). All three tracts were built on or directly adjacent to Palm Desert Highlands (1957), which had hardly any further development since the handful of spec homes built at its inception. In 1963, the developer Stanton Graham purchased an entire empty street, Homestead Rd., within the former Palm Desert Highlands and built twenty homes. The homes were marketed as luxury single-family homes and designed by Graham in a variety of eclectic styles that included "Greek, Roman, Mediterranean, Oriental, or Spanish" models, in addition to typical Mid-Century Modern designs.¹⁸⁹ On a small tract next to Eldorado Highlands, the developer Charles White had built Desert Stars (1961), which consisted of twenty-two homes designed by architect Charles W. Doty in a basic Mid-Century Modern style. With another developer, White expanded the subdivision with sixteen more homes in 1964 (following the eclectic designs of Eldorado Highlands), this time known as Highland Palms Estates.¹⁹⁰

¹⁸⁹ "Subdivision Departs from Usual Palm Grove," *Desert Sun*, December 14, 1963.

¹⁹⁰ Desert Stars brochure, ca. 1961, Historical Society of Palm Desert Archives; "Highland Palms Estates Presents Unique Desert Dwellings with Preview Opening and Party Today," *Desert Sun*, July 24, 1964.



An advertisement for Stanton Graham's Eldorado Highlands. (Desert Sun)

In some cases, the architects themselves acted as spec builders, designing sets of homes or scattered homes which were then sold for a profit. One such local architect-developer was John P. Moyer, who created the El Toro Development Company under which he bought lots across Palm Desert and developed numerous homes in a Mid-Century Modern style. The design-build firm Patten & Wild was led by Ross Patten (who acted as the designer) and Duke Wild (who acted as the builder), and developed dozens of homes across Palm Desert, often for small-time developers, but also to sell for their own profit. The Desert Lily Estates (1965), which was a small subdivision begun on land purchased from the PDSC in the Purple Hills Estates area, consisted of estate-sized homes that each had the appearance of a custom design and were designed/built by Patten & Wild.¹⁹¹ They, along with around a dozen homes built on Willow Street, were financed by a small developer named L. W. Thompson, who had joined in with others in filling out empty lots in Palm Desert with attractive, sellable homes.

Equally successful as single-family infill development was the massive development of condominiums. While the condominium was almost ubiquitous by the end of the 1960s, only ten years prior it was a completely novel and untested concept. The earliest versions were marketed as "co-operative apartments," and some of the first and most popular of these were in Palm Desert. As the mid-century progressed, the condominium proposed an enticing model for the Coachella Valley's developers: they were ideal for seasonal residents who did not want the upkeep of a single-family house, they were

¹⁹¹ Historic building permits for Willow Street, Historical Society of Palm Desert Archives.

cheaper to build and could be marketed to a larger demographic, and with a talented architect, they could be sold as impressive works of architecture without the commanding price tag.

The Sun Lodges (no longer existent) developed by the PDC were essentially condominiums with shared amenities and individual ownership, but it was the Sandpiper that began this epoch of residential development in earnest. In 1958, the developer George Holstein purchased a fifty-acre parcel of formerly PDC-owned land at the base of Highway 74 along El Paseo and hired the iconic firm Palmer & Krisel (led by William Krisel) to conceive of a condominium development.¹⁹² Krisel designed “circles” of condominiums, in which triplex (and duplex) structures encircled a common area with a pool, barbeque area, lawn, and landscaping. The condominiums themselves were of utmost Mid-Century Modern design, featuring clerestory windows, private atriums, and a diverse selection of breezeblock and shadowblock. The site planning was tiered to preserve mountain views, and all the units faced towards the interior of their respective circle.

Sandpiper was a massive success for Holstein and ultimately developed in multiple phases between 1958 and 1969, eventually consisting of eighteen circles (multiple circles have been locally designated). It was immediately seen as a new precedent for resort community development, especially within the Coachella Valley, and imitations of its design – well-designed circles of condominiums encircling a pool – became countless. Upon the completion of the first circles in 1958 and 1959, Sandpiper was photographed by famed photographer Julius Shulman and featured in numerous national architecture publications. Whereas the previous era of Palm Desert had been defined by the well-designed single-family house, this phase was particularly noted for the well-designed condominium.



Julius Shulman’s photographs of Sandpiper taken at various stages in its development. (Julius Shulman Collection, Getty Research Institute)

¹⁹² Lydia Kremer, “Sandpiper Condominiums Are a Reminder of Modernism’s Influence in Palm Desert,” *Palm Springs Life*, February 20, 2015, <https://www.palmspringslife.com/sandpiper-condominiums-are-reminder-of-modernisms-influence-in-palm-desert/>.

Following almost immediately in the footsteps of Sandpiper were a series of condominium developments designed (and in some cases developed) by the architect Harold Bissner. Shortly after the opening of the first Sandpiper units, Bissner designed the Sands and Shadows condominiums (1959) located on a parcel neighboring Sandpiper on Highway 74, for the Pasadena-based developer Neill Davis.¹⁹³ Like Sandpiper, one-story Mid-Century Modern condominiums encircled a central pool area, and marketing for the units emphasized the high design and lack of maintenance that accompanied ownership. Once again successful, a second unit of Sands of Shadows was built in 1963, this time designed by Bissner in partnership with a younger designer named Robert Pitchford. Bissner & Pitchford, established in 1959, went on to design around half a dozen condominium and apartment developments in Palm Desert, all located within existing neighborhoods on formerly undeveloped parcels, including the Village Green (1961) and Mountain Shadows (1963).¹⁹⁴

Condominium developments proliferated across the board. The former president of the PDC, Cliff Henderson, even joined in on the growing trend with his Firecliff Colony, which was to be a large set of duplex condominiums designed in a Mid-Century Modern style by Los Angeles architect Warren Frazier Overpeck. Although only one duplex was ultimately built, Henderson repurposed the land for the Shadowcliff Apartments in 1965, which were a set of six low-slung apartments (later turned into condominiums) designed by architect John Outcalt and landscaped by Tommy Tomson.¹⁹⁵



The Shadowcliff Apartments designed by John Outcalt and landscaped by Tommy Tomson. (Clifford Henderson Collection, Historical Society of Palm Desert)

¹⁹³ "Sand and Shadow Work Under Way," *Desert Sun*, September 11, 1959.

¹⁹⁴ "Mountain Shadows," *Desert Sun*, December 13, 1963; [Advertisement for Village Green], *Desert Sun*, March 16, 1961.

¹⁹⁵ Blueprints and sales brochures for Shadowcliff and Firecliff Colony, 1950s-60s, Historical Society of Palm Desert Archives.

Similarly formative during this period as the condominium was the introduction of the country club typology to the Coachella Valley. The first of its sort was the Thunderbird Country Club, which opened in 1956 to great success and was quickly emulated. Although the institution of the country club had existed for some time (e.g., Shadow Mountain Club, Palm Springs Tennis Club, etc.), it had never been combined with an integrated residential component.¹⁹⁶ In Thunderbird, estate-sized homesites were placed directly on golf fairways, which quickly filled up with custom-built homes by the area's greatest architects. In the years immediately following, developers (including those behind Thunderbird) rushed to build country clubs in the Coachella Valley including Eldorado Country Club, Tamarisk Country Club, and La Quinta Country Club. They combined the amenity, recreation, and society of the club with the high-class residential model that the Coachella Valley was known for.

The first country club of the sort to be developed in Palm Desert was the Shadow Mountain Golf Course which opened in 1959 on a parcel of land directly adjacent to the namesake club. The golf course itself was designed in consultation with celebrity golfer Gene Sarazen, and a series of lots were sited to face it. One set of these lots was the Shadow Mountain Golf Estates, which were larger lots tailored to custom-built homes. Only a handful of homes were built in the Estates, including three Mid-Century Modern homes built in 1964-65 by Patten & Wild, designed in consultation with architect Christer Barlund.¹⁹⁷

The greatest and most profitable success, however, was the combination of the two prevailing models of the period: the condominium *and* the country club. In 1961, the developer Adrian Schwilck (from Silver Spur Ranch) purchased a large quantity of the residential lots facing the Shadow Mountain Golf Club and developed the Shadow Mountain Fairway Cottages, which consisted of over fifty condominium units designed by modern architect Richard Harrison of Wexler & Harrison.¹⁹⁸ Initially drawing the ire of the residents of the surrounding Shadow Mountain Estates neighborhood, where the best and most expensive single-family houses had been built, the cottages quickly sold out and were expanded in multiple phases over the following years.

On another corner of the Shadow Mountain Golf Course, the developer Monte Wenck built his own set of condominiums (frequently confused with the Fairway Cottages) named the Fairview Cottages and designed by Los Angeles architect Richard Dorman in 1963.¹⁹⁹ (Wenck initially had much grander plans to develop out the Shadow Mountain Club which he had purchased in 1965 and these condominiums were to be one part of a greater expansion.) And on the opposite side of the golf course, on one of the remaining parcels, a developer built the Bissner & Pitchford-designed Mountain Shadows.

In new residential developments across Palm Desert, golf courses and condominiums were major sellers. When the developer of the Shadow Mountain Fairway cottages, Adrian Schwilck, repurchased his stake in Silver Spur Ranch with the proceeds from the cottages, he filled out entire portions of the neighborhood with more condominiums facing a small golf course.²⁰⁰ Similarly, new residential developments like Palm

¹⁹⁶ Stanley Fonseca, "Whiteness on the Green: Golf, the Coachella Valley, and the Leisure-Industrial Complex," *Pacific Historical Review* 90, no. 4 (2021): 448-474.

¹⁹⁷ [Advertisement for Patten & Wild-built homes], *Desert Sun*, August 4, 1965.

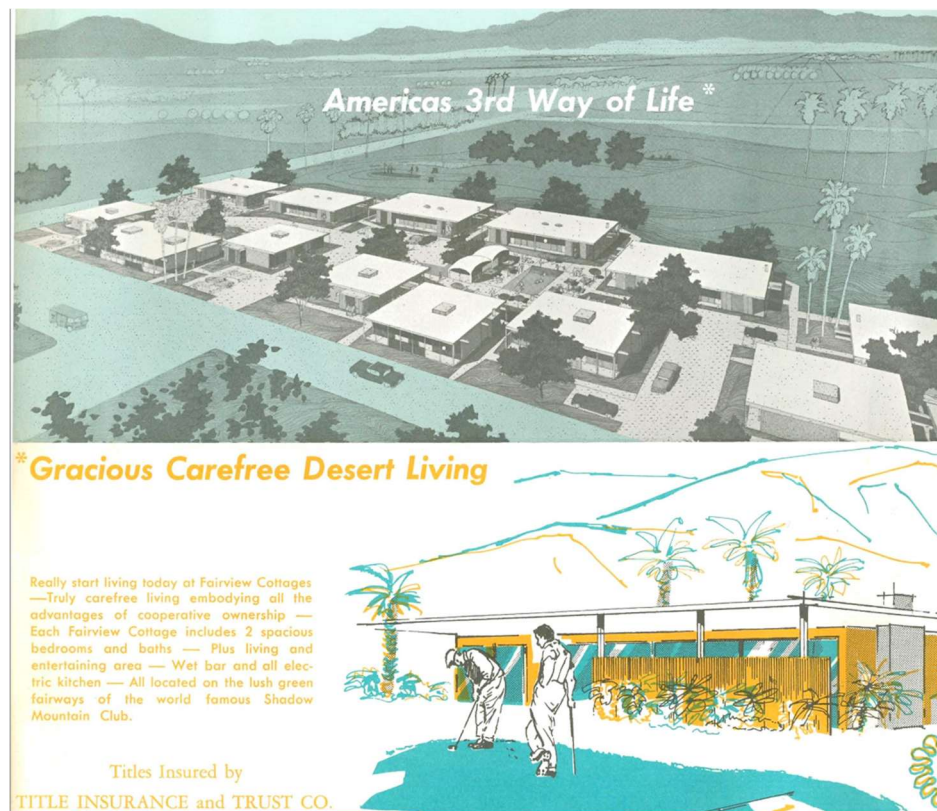
¹⁹⁸ Conrad, "A Twisty, Unlikely Tale," January 24, 2021.

¹⁹⁹ Brochure for Fairview Cottages developed by Monte Wenck, 1963, Historical Society of Palm Desert Archives.

²⁰⁰ Conrad, "A Twisty, Unlikely Tale," January 24, 2021.

City (Palm Desert Country Club) were planned around a golf course, and numerous plans were conceptualized but never realized for condominium-laden golf courses and country clubs.

Even if the condominium succeeded in perpetuating the seasonal residential model, it diversified the housing types – and the affordability – of residences in Palm Desert. Similarly, the 1950s and 1960s also saw a great expansion in apartment development throughout Palm Desert’s existing neighborhoods. As before, new apartment buildings were concentrated on Ocotillo Drive, the lower portion of Shadow Mountain Drive, Palm Village, and the former PDC Unit 4 and Panorama Ranch. Also like their predecessors, these new apartments were typically Mid-Century Modern designs and sited around a pool and were suited to both seasonal and year-round residents. Many of these new apartments, however, featured more of the exotic elements and theming increasingly prominent in the architecture of the 1950s and 1960s. Harold Bissner designed and developed a few of these, including the Halekulani Apartments (1958) and the Maui Palms Apartments (1964, with Robert Pitchford), which combined Polynesian, Hawaiian, and Japanese motifs into an ambiguously exotic theme.²⁰¹



An original brochure for the Fairview Cottages designed by modern architect Richard Dorman for Monte Wenck at the height of the condominium craze. (Historical Society of Palm Desert)

On Shadow Mountain Drive, another noteworthy project was the Continental Six designed by architect Charles W. Doty, a six-unit apartment building with a prominent façade featuring yellow diamonds that lit up at night, recalling the Googie sub-style of Mid-Century Modern architecture. Another prominent

²⁰¹ “New Apartment Project Slated,” *Desert Sun*, September 5, 1965.

project of Doty's was the Tripalong Apartments (1958, extensively altered) in the Palm Village neighborhood, which were developed by prominent Palm Desert resident and actor William Boyd (a.k.a. Hopalong Cassidy).²⁰² Nearby to the Tripalong, one of architect Walter S. White's final projects was a set of bungalow apartments for Richard Deman (partially demolished) in 1957. Likewise, John Outcault was busy with apartment designs, including buildings for Holger Hathern (1959), Charles White (1961-64), and the Candlewood Inn (1959). Charles Doty also designed the Fairline Apartments (1959) and Shadow Hills Apartments (1960) which, once again, were Mid-Century Modern in style.

More affordable than even apartments or condominiums, the 1950s and 1960s saw the arrival of the first mobile home and trailer parks in Palm Desert. The first of these was the Silver Spur Mobile Home Trailer Park (1961), sited along Highway 74 on the upper slope of Palm Desert, followed a few years later by the Marco Polo Mobile Home Park (1964).²⁰³ Even if they were markedly more affordable than other residential developments of the era, they sought to contribute to the cultivated image of Palm Desert. These mobile home parks attempted to recreate the amenities typical of other resort developments, and featured pools, clubhouses of Mid-Century Modern design, and recreation facilities. Marco Polo's clubhouse featured an inventive folded-plate roof design fronting a pool. Mobile home parks also contributed to the demographic growth of a retiree population, which grew significantly during this era.



An original advertisement and postcard for the Marco Polo Mobile Village along Portola Avenue. (Los Angeles Times; Historical Society of Palm Desert)

²⁰² "Palm Desert's 'Tripalong' Apartments Completed, Newest Project in Palm Desert," *Desert Sun*, November 1, 1958.

²⁰³ "New Park Under Way, Project at Silver Spur On," *Desert Sun*, January 13, 1961; "Marco Polo Village Plans Open House," *Desert Sun*, October 16, 1964.

While the previous era of development had largely arrived through the efforts of individual homebuilders (incentivized and guided by entities like the PDC), the 1950s and 1960s was the era of builders and developers who built spec houses, tracts, condominiums, and apartments which homeowners bought into. While it was no longer the norm that it was during the tenure of the PDC, several architecturally significant homes were built on lots purchased by individuals within existing subdivisions. Empty lots were still widely available from either the Palm Desert Sales Company or individuals. Although developers mostly developed homes themselves or sold lots to other builders, all the aforementioned subdivisions and sales companies did not refrain from selling lots to individuals. In fact, many of the same architects working on tract and spec homes were also designing custom homes.

While the designs of Walter White had dominated much of the custom-built home market in the late 1940s and early 1950s, the architect John Outcalt was particularly prolific during the late 1950s and early 1960s. Outcalt, who was based in Palm Desert, specialized in a Mid-Century Modern style that was not as minimal as White's and incorporated such popular elements as breezeblock. Many of his custom homes were built in the Shadow Mountain Estates area, the central neighborhood created by the PDC. Some of Outcalt's most prominent designs included his Mid-Century Modern residences for Virgil Pinkley (1959), Ralph Hale (1958), Ed Welcome (1959), Paul Moller (1962), J.R. Cummings (1963), Gordon Bain (1961, demolished), and even Randall Henderson (1962, significantly altered).



The Virgil Pinkley residence designed by architect John Outcalt in 1959. (Maynard Parker Collection, Huntington Library)

Although not as common, some developers and builders did build one-off spec homes that were estate sized and custom-built. The most notable of these was a 1963 house built by the developer William Kemp (a developer who had completed later circles of Sandpiper) designed by the architect William Krisel, later known as the “Lost Krisel” for its late rediscovery.²⁰⁴ Though not as custom as the 1963 house, Holstein also built two spec homes in 1957 designed by Krisel on Tamarisk Street, just prior to his development of Sandpiper. These houses fit well into the existing character of the neighborhoods where they were built, most of which consisted of custom-built, architect-designed homes. Unlike the preceding decade of residential development, however, they had become less of a norm.

Across the board, development in Palm Desert in the early- to mid-1960s was robust to the point where it could be considered a building glut. Unlike previous decades, developers built large quantities of homes and condominiums at once, which changed the relationship between the homeowner and the home, and increasingly attracted investment from broader sources. A selection of developments either never came to fruition or went bankrupt in the face of this, including Silver Spur Ranch, which had initiated a massive expansion campaign only to be forced into foreclosure in 1965, and Palm City, which abandoned many of its plans and was rebranded as the Palm Desert Country Club. Amidst this glut, development slowed in Palm Desert in the mid- to late-1960s.

Evaluation Guidelines: Residential Development, 1957-1966

Summary

Resources evaluated under this theme are significant for conveying patterns of residential development in Palm Desert between 1957 and 1966. The replacement of the Palm Desert Corporation with the Palm Desert Sales Company and many other developers led to the community’s greatest period of growth, as the single-family residential idiom was transformed into a diverse set of both single- and multi-family residential options. As such, there are numerous examples of resources associated with this theme, both modest dwellings for seasonal and year-round residents, and larger, more architecturally distinctive custom homes designed by local and regional architects. Resources that are significant under this theme likely consist of both individual properties and concentrations of dwellings that are not individually distinctive but collectively convey patterns and trends associated with postwar suburbanization. Some are in planned developments beyond the classic residential tract, in contexts including country clubs, mobile home parks, condominium complexes, and combinations.

Associated Property Types

Residential

- Single-family residence or complex
- Multi-family residence or complex
- Residential community building/clubhouse/amenity
- Subdivision/planned community planning feature
- Historic district

Property Type Summary

Residential development in Palm Desert 1957-1966 consisted of single-family and multi-family dwellings on a wide variety of scales and

²⁰⁴ Greg Archer, “The Lost Krisel,” *Palm Springs Life*, February 1, 2012, <https://www.palmspringslife.com/the-lost-krisel/>.

settings. Some were tract houses built in subdivisions, both existing and (mostly) new; others were planned complexes of condominiums or other dwelling types, and still others were part of country clubs or mobile home parks. Significant resources associated with this theme are likely expressed both as individual properties and in the form of historic districts. There may also be features related to subdivision and planned community development, including entrance markers, signage, shared amenities, and landscaping.

Geographic Location

Citywide. Residential development from this period occurred throughout the entire city, with particular but not exclusive concentration south of Highway 111.

Period of Significance

The period of significance for this context begins in 1957, with the rise of new developers following liquidation of the Palm Desert Corporation, and ends in 1966, when the community experienced a lull in development activity.

Integrity Considerations

A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As resources associated with this theme are very common, the integrity of eligible properties should be quite high. A slightly greater degree of alterations may not preclude a resource from being eligible, though a building must still retain sufficient integrity to convey its significance, using the guide below.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A, F²⁰⁵	<p>An individual property eligible under this theme may be significant:</p> <ul style="list-style-type: none"> For its association with residential development in Palm Desert during this period; or 	<p>A resource that is significant for its association with historic patterns of events or as the site of a significant historic event is eligible if it retains the essential physical features that comprised its character or appearance during the period of its association.²⁰⁶ A residential property from this period should retain integrity of location, feeling, and association,</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1957-1966), and Retain the essential aspects of integrity, and Retain enough of its essential physical features

²⁰⁵ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

²⁰⁶ National Register Bulletin 15.

	<ul style="list-style-type: none"> As the site of a significant historic event from this period. 	<p>at a minimum, in order to convey the important association with the city's development during this period. A resource that has lost integrity of setting may still be eligible. A property that has lost some historic materials or details may still be eligible if it retains the majority of the features that illustrate its original style and appearance in terms of the massing, spatial relationships, proportion, and fenestration pattern. A resource is generally not eligible if it retains some basic features conveying form and massing, but has lost the majority of features that characterized its appearance during its historical period.</p>	<p>to sufficiently convey its association with the historic context.</p>
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A/1/A, E, F	<p>A historic district eligible under this theme may be significant:</p> <ul style="list-style-type: none"> For its association with patterns of residential development in Palm Desert 	<p>In order for a historic district to be eligible for designation, the majority (51%) of the components within the district boundaries must possess integrity, as must the district as a whole. Integrity of design, setting, and feeling must be strongly present in the district overall, and it should convey a strong sense of time and place.</p> <p>A contributing building must retain integrity of location, design, setting, feeling, and association to adequately convey the significance of the historic district. In general, minor or reversible alterations or in-kind replacement of original features and finishes are acceptable within historic districts. Significant alterations that change the massing, form, roofline, or fenestration patterns of an individual building, alter the original design intent, or that are</p>	<p>To be eligible under this theme, a historic district should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1957-1966), and Retain the majority (51% or more) of the contributors dating to the period of significance.
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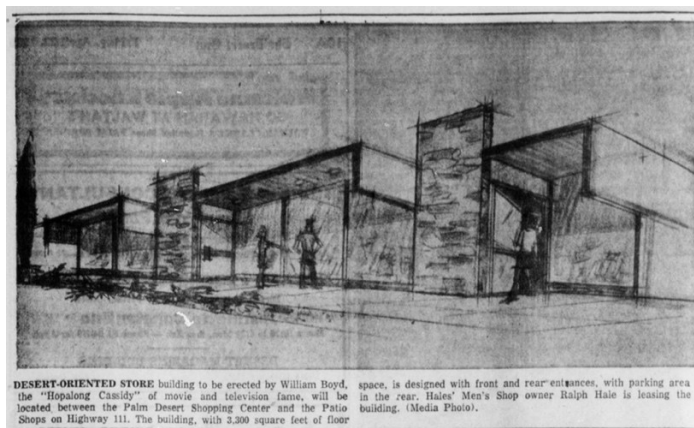
		not reversible may result in non-contributing status for an individual building. In order for a historic district to retain integrity, the majority (51% or more) of its component parts should contribute to its historic significance.	
B/2/B	<ul style="list-style-type: none"> For its association with a person (or persons) significant in the history of Palm Desert 	A resource that is significant for its association with a significant person should retain integrity of location, design, feeling, and association, at a minimum, in order to convey its historic association with a significant individual.	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1957-1966), and Retain the essential aspects of integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context, and Be directly associated with the notable person's productive period – the time during which she or he attained significance.

Theme: Commercial Development, 1957-1966

In the 1940s and 1950s, a selection of stores and restaurants had been established in Palm Desert and provided basic commercial needs but little else. The exception to this were businesses related to the community's seasonal needs, particularly those dealing with construction, property sales, architectural design, and maintenance. The development of lodges and seasonal accommodations was also prolific, and such businesses as the Firecliff Lodge (demolished), Palm Desert Adobe (demolished), and Sun and Shadows Hotel Apartments (significantly altered) were built. In the 1950s and 1960s, however, residential development, freed from the constraints of the PDC, increased and diversified Palm Desert's population, thereby providing the demographic and economic support for increased commercial development. The growth was also regional – neighboring cities like Rancho Mirage and Indian Wells were similarly growing but lacked commercial downtowns – and Palm Desert was able leverage its central location to attract businesses. It was during this period, from the mid-1950s to the mid-1960s, that commercial development immensely grew and diversified along with everything else.

Commercial development was most notable along Highway 111, which developed a (still piecemeal) wall of commercial frontage by the end of the 1960s. Many of these buildings were small, basically designed, and hosted an ever-changing selection of retail and service businesses. In most cases, they were buildings built by one person that contained four or five commercial units. Like in the first phase of commercial development, the model of the commercial plaza and/or shopping center proved particularly lucrative for its flexibility. Numerous developments of this kind fronted Highway 111, complimenting existing plazas such as the Palm Desert Patio Shops. Although many of these new plazas strayed from the typical U-shaped floor plan of the first generation, they were almost always Mid-Century Modern in design, featuring covered walkways, dramatic awnings, and other elements designed to mitigate the desert sun.

One of the most prominent of these was the twenty-unit Palm Desert Shopping Center, frequently referred to as the Center and easy to confuse with Cliff Henderson's The Center at the corner of Highway 111 and San Pablo Ave. The new shopping center was designed in a Mid-Century Modern style by architect Stanley Ring. Opened in 1957, the Center fronted Highway 111 and was developed by the couple responsible for the adjacent Palm Desert Patio Shops, one of the community's earliest commercial centers.²⁰⁷ Shortly thereafter, in the empty lot between the Center and the Patio Shops, the actor William Boyd developed a nameless commercial building (1960) designed by the architect Charles W. Doty. The three-unit structure was designed in a distinct Mid-Century Modern style with rectangular awnings that dramatically expressed themselves on the façade, nicely complimenting the angular Center directly next door.²⁰⁸ One block over, also on Highway 111, the architect John Outcalt designed the Pelgram Building (1958). This was followed shortly thereafter by the adjacent Press Building (1964) designed by Ira Johnson, a disciple of the famed architect William Cody.²⁰⁹



Two of the Mid-Century Modern commercial buildings built along Highway 111 in the 1960s, the William Boyd commercial building by Charles W. Doty (left) and the Press Building by Ira Johnson (right). (Desert Sun; Desert Beautiful Slide Collection, Historical Society of Palm Desert)

Although the shopping center and plaza was still the prevailing type of commercial building, a selection of individually occupied commercial buildings also went up along Highway 111. As before, businesses

²⁰⁷ [Advertisement announcing the "R. K. Hanson Shopping Center"], *Desert Sun*, June 8, 1957.

²⁰⁸ [Rendering of Charles Doty-designed commercial building], *Desert Sun*, April 22, 1960.

²⁰⁹ [Illustration of Press Building under construction], *Desert Sun*, April 3, 1964.

related to the construction, design, and sales of property were common. The most prominent of these was the Desert Property Consultants building (1959, no longer existent) designed by John Outcault for Hal Kapp and Ted Smith at the corner of Highway 111 and Portola Avenue. At the farthest end of Highway 111, close to the border of Rancho Mirage, architect Hugh Kaptur designed the Hoams Pools showroom (1964, no longer existent) in a dramatic Mid-Century Modern style (bordering on Googie) meant to highlight the “demonstration pool” on display.²¹⁰ After financing much of Palm Desert’s development, the Security First National Bank built a Palm Desert branch (no longer existent) on the prominent corner of Highway 111 and Portola Avenue in 1962, designed by John Outcault. The new bank – a significant upgrade from the small Bank of America built only a few years prior – replaced a model home and sales office (William Krisel, relocated but no longer existent) erected at the corner by the developers of Silver Spur Ranch.²¹¹

For the first time, freestanding restaurants were among the commercial buildings found along Highway 111. Unlike other commercial developments of the period, restaurant buildings were not all designed in a Mid-Century Modern style, but rather in historicist or more expressive Googie styles. Keedy’s Fountain and Grill, established in 1957 in the Palm Desert Patio Shops (extensively altered), quickly became a local landmark, although it did not have its own building and was a diner more than an upscale sit-down restaurant. An A&W root beer stand (no longer existent), designed by John Outcault in Mid-Century Modern style and opened in 1961, similarly served a more informal crowd. In the mid-1960s, however, a host of purpose-built restaurants were developed along Highway 111. These included Johnny Bash’s Clubhouse (1964, now Cactus Jack’s Bar & Grill), Romeo’s Steak House (1964, no longer existent), the Hayloft Steakhouse (1964), and Sambo’s Restaurant (1966, significantly altered).²¹² Apart from the Googie design of Sambo’s, they were not Mid-Century Modern in style. The Hayloft was built to mimic a quintessential red barn and Johnny Bash’s featured a Mansard roof floating over volcanic rock.

²¹⁰ Steven Keylon, *The Modern Architecture of Hugh Michael Kaptur* (Palm Springs Preservation Foundation, 2019), 97.

²¹¹ “New Bank Open Friday,” *Desert Sun*, April 18, 1963; George F. Anderson, “Dr. F.X. McDonald Moving by Sections,” *Desert Sun*, July 25, 1962.

²¹² “Sambo’s Start is Set,” *Palm Desert Post*, May 19, 1966; “An Active Banker for an Active Community,” *Palm Desert Post*, February 6, 1964; “Café Grading Starts in Palm Desert Area,” *Palm Desert Post*, March 19, 1964; “Johnny Bash Clubhouse Opens Here,” *Palm Desert Post*, April 2, 1964.



The Palm Desert location of the Sambo's chain, a Googie building (extensively altered) at the corner of Highway 74 and 111. (Historical Society of Palm Desert)

While Highway 111 was filling in, El Paseo – the PDC-created downtown strip which had languished for a decade – also experienced a humble amount of commercial growth. Whereas previously the only buildings on the main portion of El Paseo were the Firecliff Lodge, the Sun Lodges, and Sun and Shadows Apartment Hotel, they were joined by a handful of retail businesses and commercial structures in the 1960s. Though the PDC had planned El Paseo to be an upscale shopping district, the first business of the sort did not arrive until 1958 with the opening of Dietz Designs, an interior design business and furniture showroom which decorated Palm Desert's nicer homes and model homes for such developments as Sands and Shadows.²¹³ Dietz Designs was followed in 1961 by the opening of Edith Morre' Shop, a high-end women's retail store that also contained a hairdresser and hosted fashion events (extensively altered).²¹⁴ A few other smaller commercial buildings were built, hosting such businesses as Palm Desert Stationers, but businesses of this type were still scarce on El Paseo for many more years.

Two significant Mid-Century Modern shopping centers were also built on El Paseo in the 1960s. The first was the Medical-Arts Building designed by architect Harold Bissner in conjunction with Robert Pitchford (Bissner & Pitchford). The flat-roofed Mid-Century Modern professional plaza, containing twelve office suites, hosted Bissner's own office and a selection of medical, legal, and professional offices.²¹⁵ A block away, at the corner of San Luis Rey Avenue and El Paseo, the Town and Country Center was completed in 1966 by architect William Cody in his refined modern style.²¹⁶ The two-story TAC Center was also built to accommodate professional offices and was among the more prominent architectural structures in Palm Desert when it was completed. Although it was not Mid-Century Modern, instead designed in a Spanish

²¹³ Jean Patane, "Rancho Mirage," *Desert Sun*, June 13, 1958.

²¹⁴ [Illustration of new Edith Morre' building], *Desert Sun*, October 21, 1961.

²¹⁵ "Harold Bissner: El Paseo Will Be PD's 'Main Street'," *Palm Desert Post*, December 12, 1963.

²¹⁶ William Cody, blueprints for T.A.C. Corporation, 1966, Historical Society of Palm Desert Archives.

Revival style, the Villa Escrow Company building opened on El Paseo in 1966, and featured a selection of leasable commercial units in addition to their own offices.²¹⁷ These three projects embodied the direction of El Paseo – upscale and professional – but it would still be decades before the street had any cohesion, and the vast majority of it was still undeveloped by the end of the 1960s. Most of the development which did occur during this period was located on the two blocks on either side of the Firecliff Lodge, stretching from Portola Avenue to Larkspur Lane.



The Medical Arts Building designed by Harold Bissner and Robert Pitchford in 1963, on El Paseo. (Desert Beautiful Slide Collection, Historical Society of Palm Desert)

Highway 111 and El Paseo represented two of Palm Desert’s commercial districts, but another began to grow on San Pablo Avenue during this period. A short section of San Pablo north of Highway 111, it was the only commercial area that encroached into the interior of the historic Palm Village. The first structure to be developed was the grocery store Palm Desert Market, built in 1956 on the corner of San Pablo and Highway 111 by Winfield Andrews, who then expanded it in 1959 into a larger shopping center with the aid of architect John Outcault.²¹⁸ On the opposite corner, Outcault designed a three-unit Mid-Century Modern commercial building for C.W. Rolfe (1962), known best for hosting Village Liquor.²¹⁹ Outcault also designed a handful of basic commercial buildings further down San Pablo.

On San Pablo Avenue on the other side of Highway 111, the largest shopping center developed during this period was the Market Basket Shopping Center, a full-scale grocery store center developed by national chain Kroger that contained a Market Basket grocery store, Super-X Drug Store, a Sprouse-Reitz five-and-dime store, and other retail spaces.²²⁰ Upon its grand opening in 1965, it became one of the

²¹⁷ “Villa Escrow to Hold Formal Opening Friday,” *Desert Sun*, April 14, 1966.

²¹⁸ Gretchen Cheeseman, “Palm Desert,” *Desert Sun*, May 29, 1956.

²¹⁹ [Illustration of C. W. Rolfe building under construction], *Desert Sun*, April 27, 1962

²²⁰ “All Businesses Will Benefit, Predicts Shop Center Builder,” *Palm Desert Post*, October 1, 1964; “Sprouse-Reitz, Super-X Drugs Plan Outlets in Palm Desert,” *Palm Desert Post*, September 23, 1965.

most prominent mid-valley shopping centers (thanks to Palm Desert's central location) and epitomized the incursion of investment from increasingly national sources in the growth of Palm Desert. The Market Basket, now Jensen's, is substantially altered. Another large shopping center, although somewhat anomalous, was the Palm City Shopping Center (1962) designed in a Mid-Century Modern style by architect William M. Bray A.I.A. that was built as part of Palm City, a retirement community on the border of La Quinta.²²¹ Although Palm City was initially intended to be its own community, it was ultimately considered part of Palm Desert and was renamed to the Palm Desert Shopping Center by the end of the 1970s under new owners. The center (no longer existent) was a series of buildings that contained a variety of businesses including a grocery store, medical offices, coffee shop, beauty shop, and others.

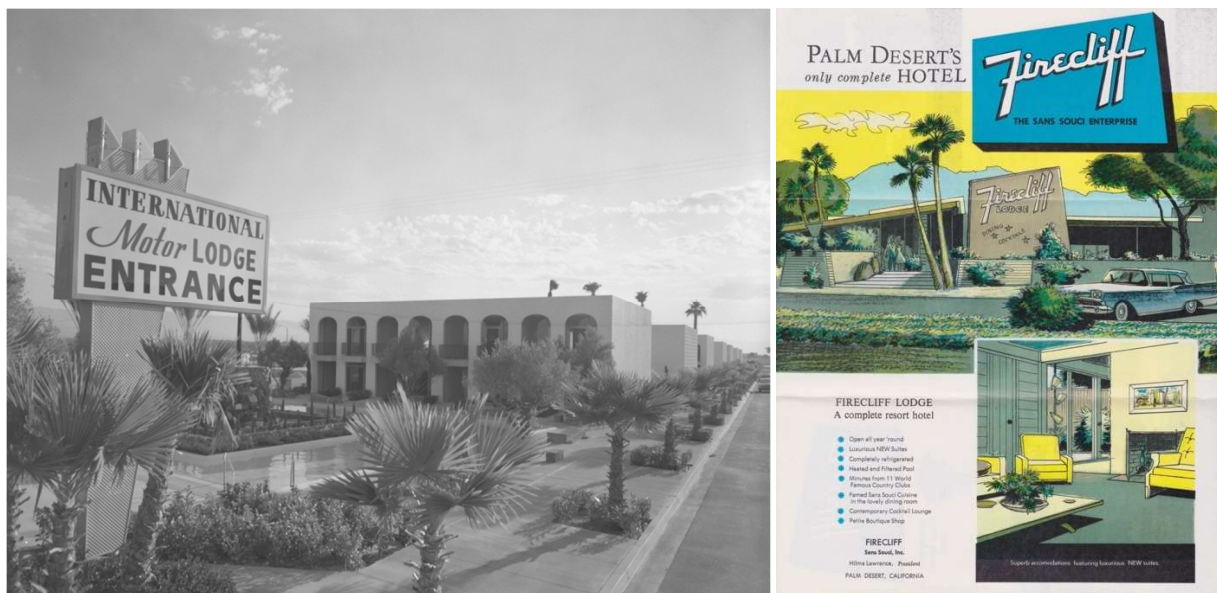


The Palm City Shopping Center (demolished) designed by William Bray. (Shadow Mountain Collection, HSPD)

The development occurring in the three adjacent commercial districts (Highway 111, El Paseo, and San Pablo Ave) greatly increased the selection of commercial businesses. In the 1940s and 1950s, commercial development had almost exclusively targeted seasonal residents, particularly with hotel and lodge developments. While Palm Desert's commercial development in the late 1950s and 1960s was focused more on retail and professional growth, additional hotels and motels were also developed, even if they were no longer the primary commercial typology. Moreover, whereas the hotels of the preceding decade were humbler operations of a dozen or so rooms typically owned and run by a couple, the hotels of the 1950s and 1960s were at times larger and designed in more fantastical adaptations of the Mid-Century Modern style.

²²¹ "Palm City Sets Shopping Center," *Desert Sun*, March 2, 1962.

The development of smaller hotels was still focused primarily on lower Shadow Mountain Drive, exemplified by the Gala Villa (1957) and Chukker Inn (1961), both of which were smaller Mid-Century Modern hotels much in the mold of their predecessors. On Highway 74, adjacent to the Palm Desert Adobe, the whimsical lodge built in the 1940s, the architect Earl Kaltenbach designed and built the Carousel Motor Inn in 1960, a low-slung one-story hotel (no longer existent) wrapped around a central pool.²²² The development of these smaller hotels slowed as the 1960s progressed, and instead the focus was on much larger hotels. The foremost of these was the International Motor Lodge, a fifty-two-room hotel spread out over seven two-story buildings. The largest hotel in Palm Desert when it was completed, the complex also contained a set of interestingly shaped pools, including one that wrapped around a central fountain made of volcanic rock.²²³ Opened directly next door to the International Motor Lodge in 1964, the Sandra-La Motel was a two-story structure designed in an Asian-influenced Mid-Century Modern style, and was among the last of the hotels developed in Palm Desert in the 1960s.



The International Motor Lodge and the renovated Firecliff Lodge. (Historical Society of Palm Desert)

The grandest and most fantastical hotel of the era was not a new development, but rather a renovation of one of the earliest. Cliff Henderson, who maintained full ownership of the Firecliff Lodge, hired the Los Angeles architect Warren Frazier Overpeck in 1958 to oversee a grand renovation of the hotel. Overpeck completely redesigned the Firecliff Lodge, a Ranch style building by architect Henry Eggers, into a swank Mid-Century Modern structure that contained the “Satellite Room,” a bar and restaurant (no longer existent) that conjured the atomic character of the 1960s.²²⁴ The structure, which opened to much fanfare, epitomized the direction of Palm Desert’s Mid-Century Modern architecture, which had moved away from the refined Ranch style and towards a more populist version of the style.

²²² [Rendering of Carousel Motor Lodge], *Desert Sun*, October 7, 1960.

²²³ “One Ready, One to Go for New Motor Lodge,” *Desert Sun*, October 1, 1963.

²²⁴ “Cliff Henderson, Founder of Palm Desert, Scores Again,” *Desert Sun*, April 17, 1958.

The Shadow Mountain Club, another prominent commercial development in the early history of Palm Desert, also saw its operations change and grow during this period. In 1959, a separate entity developed the Shadow Mountain Golf Club (SMGC) on an adjacent parcel of land, bringing the first ever golf course to Palm Desert.²²⁵ Recreation was by far the fastest growing sector of the Coachella Valley's economy, and the SMGC followed directly on the heels of country club developments like Thunderbird and Eldorado, which unleashed the first significant wave of golf course development. The SMGC was designed in consultation with famed golfer Gene Sarazen and was open for use to members of the public. The Shadow Mountain Club itself was sold by the PDC in 1953, and then sold again in 1963 to developer Monte Wenck who oversaw a campaign to modernize and expand its facilities. Wenck renamed it the Shadow Mountain Country Club to align with the names of the newest clubs and built a Mid-Century Modern hotel on the property designed by John Outcalt.²²⁶ The renovations to the Shadow Mountain Club illustrated a shift in commercial recreation that occurred in the late 1950s. Whereas private clubs were previously clubhouses primarily used for entertainment and dining, the private clubs of the 1960s were almost entirely focused on golf or tennis.

Evaluation Guidelines: Commercial Development, 1957-1966

Summary

Resources evaluated under this theme are significant for conveying patterns of commercial development in Palm Desert between 1957 and 1966. As the city experienced extraordinary growth in both population and geographic reach, a substantial number of new commercial buildings were constructed to keep pace with the city's growth and serve the various needs of its residents. There are many extant resources associated with this theme. Most consist of Mid-Century Modern and vernacular business blocks, shopping centers, and other common commercial uses that are strung along the city's major thoroughfares. Resources that are significant under this theme are likely to consist of individual buildings; Palm Desert does not appear to retain cohesive, intact groupings of commercial properties dating to this period which could be historic districts.

Associated Property Types

Commercial

- Retail store or complex
- Office building or complex
- Hotel/motel/lodge
- Private club
- Restaurant
- Mixed-use (commercial/office/residential)
- Bank/financial institution
- Auto-oriented business
- Signage

²²⁵ "Sporty Shadow Mountain Golf Course to Be Ready in Near Future, Designed by Gene Sarazen" *Desert Sun*, November 2, 1959.

²²⁶ "Shadow Mountain Stock Moves," *Desert Sun*, September 21, 1963.

Property Type Summary

Commercial development in postwar Palm Desert consisted predominantly of low-scale commercial buildings that housed a wide variety of common commercial uses. Resources may include retail and/or office buildings and complexes; hotels, motels and lodges; private clubs; restaurants; mixed-use buildings; bank buildings; auto-related commercial buildings like repair shops, service stations, or garages; and signs.

Geographic Location

Central city. Commercial development from this period is concentrated along the major corridors of Highway 74, Highway 111, and other thoroughfares (e.g., Portola Avenue, El Paseo).

Period of Significance

The period of significance for this context begins in 1957, with the rise of new developers following liquidation of the Palm Desert Corporation, and ends in 1966, when the community experienced a lull in development activity.

Integrity Considerations

A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As resources associated with this theme are common, the integrity of eligible properties should be quite high. A slightly greater degree of alterations may not preclude a resource from being eligible, though a building must still retain sufficient integrity to convey its significance, using the guide below.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A, F²²⁷	An individual property eligible under this theme may be significant: <ul style="list-style-type: none">• For its association with patterns of commercial development in Palm Desert during this period; and/or• As the site of a significant historic	A resource that is significant for its historic association is eligible if it retains the essential physical features that comprised its character or appearance during the period of its association with the important event or historical pattern. A commercial property from this period should retain integrity of location, design, feeling, and association, at a minimum, in order to convey the important association with the	To be eligible under this theme, a resource should, at a minimum: <ul style="list-style-type: none">• Date to the period of significance (1957-1966), and• Retain the essential aspects of integrity, and• Retain enough of its essential physical features to sufficiently convey its

²²⁷ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

	<p>event from this period.</p>	<p>city's development during this period. A resource that has lost some historic materials or details may still be eligible if it retains the majority of the features that illustrate its original style and appearance in terms of massing, spatial relationships, proportion, and fenestration pattern.</p> <p>Minor alterations – such as door replacement, re-roofing, or compatible re-stuccoing – shall not, in and of themselves, render a resource ineligible. However, the cumulative impact of multiple minor alterations may compromise a resource's overall integrity.</p> <p>More substantive alterations that are difficult to reverse – such as extensive storefront modifications that obscure the original form and program of the building, modification of original fenestration patterns, the removal of historic finishes or features – compromise a resource's integrity and are likely to render it ineligible.</p>	<p>association with the historic context.</p>
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B/2/B	<ul style="list-style-type: none"> For its association with a person (or persons) significant in the history of Palm Desert 	<p>A property that is significant for its association with a significant person should retain integrity of location, design, feeling, and association, at a minimum, in order to convey its historic association with a significant individual.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1957-1966), and Retain the essential aspects of integrity (listed above), and Retain enough of its essential physical features to sufficiently convey its association
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			with the historic context, and <ul style="list-style-type: none"> • Be directly associated with the notable person's productive period – the time during which she or he attained significance.
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Theme: Civic/Institutional Development, 1957-1966

Under the Palm Desert Corporation (PDC), Palm Desert had seen to the development of a humble set of civic institutions. It had a school, a church, a social club, a small library, an art gallery, and the beginnings of some professional organizations, though not much else. In the 1950s and 1960s, however, an increase in population size and a diversification of its socioeconomic makeup saw to the rise of many others. There were more people – families, retirees, seasonal residents – motivated to create a civically-minded community, and they did. Between the 1950s and 1960s, Palm Desert added multiple churches of varying denominations, a regionally important community college, its first formalized library, another elementary school, clubhouses, and various other civic developments. As before, the community successfully leveraged its mid-valley location amidst a rapidly developing region to attract and justify many of these efforts.

The amount of Palm Desert's churches and religious facilities grew the most out of all civic enterprises during the period. Demand for church services was at its greatest during season, as thousands of seasonal residents (from many backgrounds and religious affiliations) sought out a place to worship. Dating back to Palm Desert's first decade of growth, numerous religious organizations had more informal beginnings, often using local gathering spaces (like the Shadow Mountain Club or Desert Magazine), restaurants, and even individual homes for their services. As these organizations matured and their congregations grew, most of them founded building and fundraising committees dedicated to financing their own structures. Between 1950 and 1960, essentially all the churches in Palm Desert were built this way. As one article from 1965 in the *Desert Sun* clearly noted, "Reflecting the growth of the desert, many churches throughout are being built, rebuilt, or decorated, meeting the needs of thousands of residents who attend services on Sunday."²²⁸

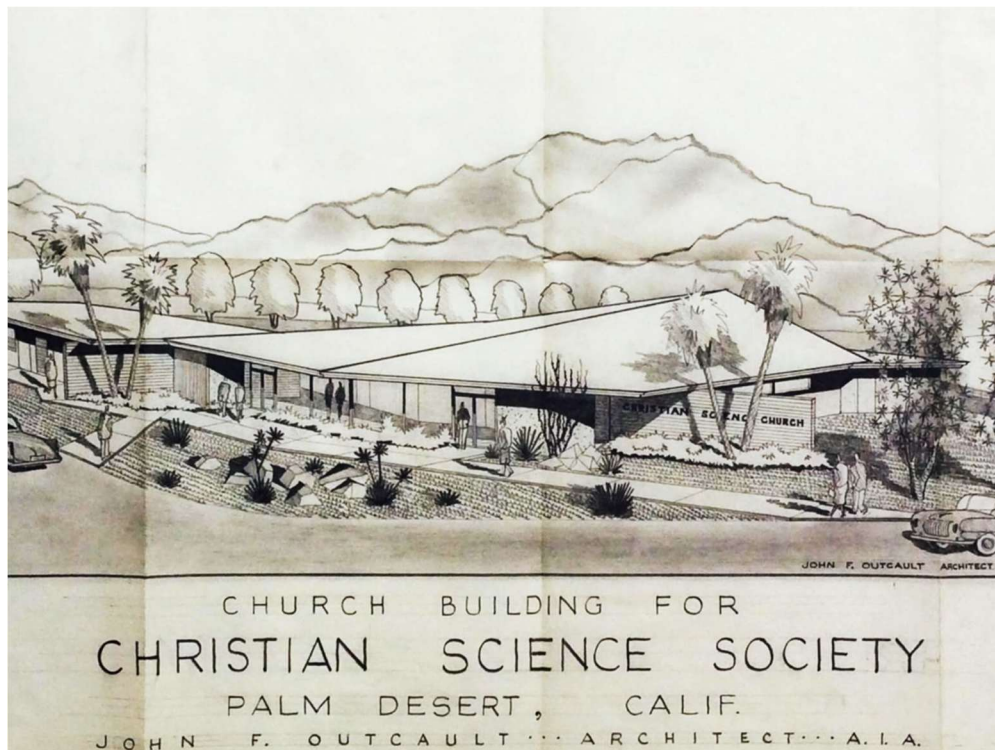
The first of these new churches to be built in Palm Desert was the Sacred Heart Catholic Church, opened in 1958. The church, a Mid-Century Modern structure of brick, glass, and expressive wooden beams, was fundraised by prominent resident Bing Crosby (who owned a house above Silver Spur Ranch) and later noted for hosting president John F. Kennedy on his desert visits.²²⁹ As was the case with Crosby's involvement in Sacred Heart, prominent residents, ranging from celebrities to former presidents, were frequently involved in fundraising and publicizing new churches and other civic amenities. Sacred Heart was located further north of Palm Desert proper, at the end of Deep Canyon Road, which was later

²²⁸ "Desert Churches Feel Pinch of Growth," *Desert Sun*, November 24, 1965.

²²⁹ "Sacred Heart Church Builds Edifice," *Desert Sun*, May 16, 1958; Renee Brown, "John F. Kennedy Surprised Palm Springs in 1962," *Desert Sun*, June 18, 2016, <https://www.desertsun.com/story/news/2016/06/18/president-john-f-kennedy-jfk-palm-springs-frank-bogert/85963830/>.

adjacent to the subdivisions (Shadow Village, namely) that hosted the most of Palm Desert's young families.

Shortly after Sacred Heart, ground was broken in 1959 on a new Christian Science church at the corner of Portola Avenue and Larrea Street. This general area was originally intended by the PDC to be the "church square," and was set aside for the development of religious and educational facilities. Although only the Palm Desert Community Church was built during the PDC's administration, various religious and civic structures were developed on the land during the 1950s and 1960s, and it ultimately came to fulfill its original purpose. The First Church of Christ, Scientist designed by John Outcault was one of these, and opened in 1960.²³⁰ Around the same time, the Hope Lutheran Church (1961-62) was completed and opened one block down (no longer existent) at the corner of Portola Avenue and Fairway Drive.²³¹ As was ubiquitous with church designs of the era, both of these were designed in a Mid-Century Modern style. Outcault's design for the Christian Science church was a low-slung, angular structure, while Hope Lutheran was an A-frame sheathed in stained glass.



John Outcault's rendering for Palm Desert's Christian Science Church from 1959. (John Outcault Papers, Architecture and Design Collection, UC Santa Barbara)

On the opposite side of Palm Desert, another grouping of churches would come to be developed on Highway 74 in the later 1960s. The first of these was St. Margaret's Episcopal Church, completed in 1965 by local architect Robert Ricciardi. The Mid-Century Modern design called for a long horizontal structure

²³⁰ "Landscaping Completed on PD Science Church," *Desert Sun*, March 5, 1960.

²³¹ "For Hope Lutheran, Dedication Is Set," *Desert Sun*, February 17, 1962.

constructed of brick, on top of which rested a pitched roof with a simple fold that cantilevered over the front elevation. It was also during this period, beginning in 1963, that the Palm Desert Community Church began planning (via a committee with President Dwight Eisenhower as its honorary chair) for a much larger church on an adjacent parcel, which would not be built for a few years. Further removed from central Palm Desert, St. John's American Lutheran Church was another church dating to this period of civic growth. Located on Washington Avenue, the easternmost border of Palm Desert, it was built next to Palm City (Palm Desert Country Club) after the group had met for several years prior in the Palm Desert Country Club clubhouse. The Los Angeles-based firm Maul and Pulver designed the Mid-Century Modern church, which opened in 1964.²³²

The process of fundraising for Palm Desert's churches was very much a civic endeavor, frequently led by fundraising committee that solicited contributions (whether money, land, or services) from a variety of stakeholders. This process, however, was not only limited to churches, and perhaps the foremost example of an active group was the Palm Desert Community Library Association (PDCLA). Founded in 1958, the PDCLA was an organization solely dedicated to funding a building for the Palm Desert Library, which had previously been hosted in a small rental space. Randall Henderson donated a parcel of land that was formerly part of his Desert Magazine landholdings, a variety of organizations and individuals donated to the building fund, and architect John Outcault donated his design services.²³³ The Palm Desert Community Library (CoPD Landmark #3) opened in 1963 to great success and remained the community's library for over three decades.

²³² "'A Venture of Faith' Brings St. John's to Dedication Day," *Desert Sun*, April 25, 1964.

²³³ "Library for Palm Desert All Set, Friday Set as Start in Building," *Desert Sun*, May 10, 1962.



The Palm Desert Library designed by John Outcault, which opened in 1963. (John Outcault Papers, Architecture and Design Collection, UC Santa Barbara)

Elsewhere in Palm Desert, educational facilities also contributed to a growing civic environment. The Palm Desert School (1950) was the only primary school in the community for over a decade until the construction of the Abraham Lincoln Elementary School in 1963. Lincoln School, as it was known, was constructed in the northern portion of Palm Desert directly adjacent to the Shadow Village neighborhood, which had been developed in the late 1950s and early 1960s as a family-friendly subdivision. Lincoln School was a direct result of the growth of families who lived year-round (even if they were still greatly outnumbered by seasonal residents and retirees) and established another area of Palm Desert that would be further developed with educational facilities. The school's design, a series of hexagonal Mid-Century Modern classrooms and offices (no longer existent), was completed by noted Palm Springs architects E. Stewart Williams and John Porter Clark and opened for classes in 1964.²³⁴

²³⁴ "PD's Lincoln School Finally Open After 10-Day Delay," *Palm Desert Post*, January 23, 1964.



E. Stewart Williams and John Porter Clark's Mid-Century Modern design for Lincoln Elementary School (demolished) from 1963. (E. Stewart Williams Collection, Palm Springs Art Museum)

However, the most consequential educational institution to arrive to Palm Desert in the 1960s, and perhaps the most prominent development of the period, was the College of the Desert (COD). In 1958, voters across the Coachella Valley overwhelmingly approved a measure to establish a community college district, and the search for a site somewhere in the Coachella Valley immediately began. Given that it was intended to serve the entire region, Palm Desert soon emerged as a clear candidate for the college given its central location to both Palm Springs and Indio.²³⁵ The rancher Amos Odell (who had previously developed the subdivision Palm Dell) sold his 120-acre "Odell Ranch" to the college, which was supplemented with a parcel from another landowner. Odell's house, a Late Moderne design by the architect Herbert Burns, would soon become the COD President's house.

²³⁵ Denise Goolsby, "College of the Desert Traces Its History to 1958," *Desert Sun*, October 18, 2014, <https://www.desertsun.com/story/news/education/2014/10/19/college-of-the-desert-history-palm-desert/17251991/>.

The Bay Area architect John Carl Warnecke (noted for his design of President John F. Kennedy’s memorial) was hired to design the campus, and Palm Springs architect John Porter Clark was chosen to supervise a team of prominent local architects tasked with executing individual buildings, which included E. Stewart Williams, Albert Frey, Robson Chambers, Donald Wexler, and Richard Harrison.²³⁶ The design was a Mid-Century Modern campus that incorporated elements of Brutalism (heavy concrete volumes, rough aggregate, etc.) and New Formalism (Classically influenced geometry), while also accommodating for the desert environment with an extensive use of colonnaded walkways. Warnecke also made a point to include date palms in the landscaping of the campus, which were intended to recall the date grove so typical of the Coachella Valley’s agricultural origins, including those of the former Odell Ranch. When touring the area, the architect had been taken by the symmetry and beauty of the date groves, inspiring the incorporation of tapered column and shallow arch elements into his design.²³⁷



A view of John Carl Warnecke’s College of the Desert (1958), designed in the New Formalist style. (Desert Sun)

COD opened for classes in 1962 and quickly developed into the most prominent higher education institution in the Coachella Valley (a position which it retains). It was also highly consequential for Palm Desert in a variety of ways. COD cemented the community as an important mid-valley location, drawing a diverse student constituency from across the Coachella Valley, promoted further growth, and diversified the image of Palm Desert, which was still an overwhelmingly seasonal community. COD continued to expand over the ensuing decades, and its precedent aided in the establishment of future higher education schools in Palm Desert.

Another sign of Palm Desert’s growth was the establishment of yet another post office. The community had quickly outgrown its existing post office, a small structure constructed by the PDC in 1951 (which had

²³⁶ Goolsby, “College of the Desert,” *Desert Sun*, 2014.

²³⁷ Kim Housken, email communication April 10, 2025.

replaced an even smaller structure), and a new one was promptly constructed in 1958 on El Paseo, just east of Portola Avenue.²³⁸ The new post office was a simple Mid-Century Modern structure (no longer existent) that served the community for over a decade.

Just as the Shadow Mountain Club and Desert Magazine had served as important community gathering places for events, meetings, and even religious services, other private clubhouses developed in the 1950s and 1960s also served this role. In 1963, the developers of Silver Spur Ranch built a Mid-Century Modern “Recreation Hall” designed by the local architect Robert Ricciardi, which also included an angular pool and shuffleboard.²³⁹ Although it did not have dining facilities or sponsored events like the Shadow Mountain Club, it was frequently used for neighborhood and community events. St. Margaret’s Episcopal Church and University Baptist Church, for example, held their first services in the building, while other organizations like the Palm Desert Junior Women’s Club also held meetings there. Likewise, the clubhouse and recreation buildings at Palm City (Palm Desert Country Club) were also host to a similar selection of community events.

The Shadow Mountain Club, despite being sold twice during this period and later revamped as the Shadow Mountain Country Club, also maintained a prominent role in the community. It continued to be activated by a variety of service organizations, sporting and holiday events, business conferences, and various other events. Most notably, the Shadow Mountain Palette Club, an organization of amateur artists dedicated to plein-air painting, was established at the club in 1961 and became one of the more prominent art organizations in the Coachella Valley.²⁴⁰

Evaluation Guidelines: Civic/Institutional Development, 1957-1966

Summary

Resources evaluated under this theme are significant for conveying patterns of civic and institutional development in Palm Desert between 1957 and 1966. As the city experienced extraordinary growth in both population and geographic reach, a substantial number of new civic and institutional buildings were constructed to keep pace with the city’s growth and serve the various needs of its residents. There are many extant resources associated with this theme. Most are expressed either in the form of individual buildings or comprise institutional campuses with multiple buildings and site features. Resources that are significant under this theme consist of individual buildings or small institutional complexes (e.g., church campuses), as well as larger cohesive groupings of properties (potential historic districts, with the College of the Desert campus as the prime example).

Associated Property Types

Public institutional

- School building/campus
- Civic/government building (post office, fire house)

²³⁸ “Palm Desert Post Office Has Busiest Year in History,” *Desert Sun*, January 8, 1958; “Post Office is Barometer of Expansion, New Building Needed to Take Care of Growth,” *Desert Sun*, May 16, 1958.

²³⁹ “Clubhouse to Open at Resort,” *Los Angeles Times*, April 28, 1963.

²⁴⁰ Ann Japenga, “Happy Are the Painters: How a Cocktail Waitress and a Roadside Artist Sparked a Desert Art Happening,” *California Desert Art*, September 28, 2022, <https://www.californiadesertart.com/happy-are-the-painters-how-a-cocktail-waitress-and-a-roadside-artist-sparked-a-desert-art-happening/>.

- Public utility building
- Private institutional
- Church/religious building
 - Social club/meeting hall/clubhouse

Property Type Summary

Civic and institutional development during this period consisted of a wider variety of property types than seen in previous development periods. Institutional resources may include school buildings and campuses; civic/governmental buildings like post offices and fire houses; public utility buildings; religious buildings and campuses; and buildings seeing long-term use by fraternal, social, or interest-based organizations.

Geographic Location

Citywide. Institutional properties from this period can be found throughout the city, with particular concentrations along major thoroughfares.

Period of Significance

The period of significance for this context begins in 1957, with the rise of new developers following liquidation of the Palm Desert Corporation, and ends in 1966, when the community experienced a lull in development activity.

Integrity Considerations

A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As resources associated with this theme are common, the integrity of eligible properties should be quite high. A slightly greater degree of alterations may not preclude a resource from being eligible, though a building must still retain sufficient integrity to convey its significance, using the guide below.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A, F ²⁴¹	<p>A resource eligible under this theme may be significant:</p> <ul style="list-style-type: none"> • For its association with patterns of civic/institutional development in Palm 	<p>A resource that is significant for its historic association is eligible if it retains the essential physical features that comprised its character or appearance during the period of its association with the important event or historical</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> • Date to the period of significance (1957-1966), and

²⁴¹ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

	<p>Desert during this period; and/or</p> <ul style="list-style-type: none"> As the site of a significant historic event from this period. 	<p>pattern.²⁴² An institutional property from this period should retain integrity of location, design, feeling, and association, at a minimum, in order to convey the important association with the city's development during this period. An institutional property that has lost some historic materials or details may still be eligible if it retains the majority of the features that illustrate its original style and appearance in terms of the massing, spatial relationships, proportion, and fenestration pattern. A resource is generally not eligible if it retains some basic features conveying form and massing, but has lost the majority of features that characterized its appearance during its historical period.</p>	<ul style="list-style-type: none"> Retain the essential aspects of integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context.
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A/1/A, E, F	<p>A historic district eligible under this theme may be significant:</p> <ul style="list-style-type: none"> For its association with patterns of civic/institutional development in Palm Desert during this period 	<p>In order for a historic district to be eligible for designation, the majority (51%) of the components within the district boundaries must possess integrity, as must the district as a whole. Integrity of design, setting, and feeling must be strongly present in the district overall, and it should convey a strong sense of time and place.</p> <p>A contributing building must retain integrity of location, design, setting, feeling, and association to adequately convey the significance of the historic district. In general, minor or reversible alterations or in-kind replacement of original features and finishes are acceptable within historic</p>	<p>To be eligible under this theme, a historic district should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1957-1966), and Retain the majority (51% or more) of the contributors dating to the period of significance.
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²⁴² National Register Bulletin 15.

		districts. Significant alterations that change the massing, form, roofline, or fenestration patterns of an individual building, alter the original design intent, or that are not reversible may result in non-contributing status for an individual building. In order for a historic district to retain integrity, the majority (51% or more) of its component parts should contribute to its historic significance.	
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B/2/B	<ul style="list-style-type: none"> For its association with a person (or persons) significant in the history of Palm Desert 	A resource that is significant for its association with a significant person should retain integrity of location, design, feeling, and association, at a minimum, in order to convey its historic association with a significant individual.	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1957-1966), and Retain the essential aspects of integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context, and Be directly associated with the notable person's productive period – the time during which she or he attained significance.
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4.7 Context: Palm Desert Country Clubs and Incorporation, 1967-1980

Historical Background

The decade following the late 1960s was perhaps the most crucial in the establishment of contemporary Palm Desert. The decade saw to the continued development of the community's assets, but more pressingly, to the incorporation of the community as its own city. Until the 1970s, "Palm Desert" was a loosely defined community. Its borders were informal and at times reached into Rancho Mirage and Indian Wells. Indeed, various prominent developments in those two cities – including Eldorado Country Club, Eisenhower Medical Center, or Desert Air Park – had associated themselves with Palm Desert at one point or another. By the 1970s, the population of Palm Desert had greatly expanded, and now contained a much more diverse constituency of year-round families and retirees living in a variety of developments, even if it was still primarily a seasonal community.

Palm Desert recovered quickly from the late-1960s lull in construction activity, which could be attributed in part to the diminishing novelty of the style and type of previous developments, combined with larger economic trends. The refined Mid-Century Modern style (with Desert Modernism as a local subset) which had put the Coachella Valley on the map, had taken a more popular and exotic turn at the beginning of the 1960s, and by the early 1970s had lost even more of its appeal. The early country club model, which had been pioneered to immense success in the late 1950s and early 1960s with its single-family estates sited on a golf course, also needed a revamp to reinvigorate its profitability.

The development of the late 1960s and 1970s accounted for these issues in multiple ways. First, the architecture moved further away from Mid-Century Modernism, now fully embracing historicist themes and motifs, the Late Modern style, or, increasingly, a combination of both. An ambiguous Southwestern style became popular across California, incorporating elements from Spanish and Pueblo Revival styles to give form to architecture that had stucco walls and red tile roofs but still retained modern impulses. Examples of this style developing in Palm Desert from this period range from the Palm Desert Tennis Club (John Outcault, 1971-73) to the clubhouse of Del Safari Country Club (John Galbraith, 1969). Architects previously working in a distinctly Mid-Century Modern style began designing almost solely in this style. In other instances, the Late Modern style, with its high-tech and structurally expressive approach, found its way into some of Palm Desert's architecture. Generally speaking, architecture became more eclectic, historicist, and regional.

The second way that developers responded to new demands, particularly in the realm of residential architecture, was the final and complete expansion of the condominium model. While condominiums had been introduced as part of country clubs in the prior decade (e.g., Shadow Mountain Fairway Cottages) and had already found widespread popularity in Palm Desert, their implementation was taken even further. New large developments in Palm Desert, including Ironwood Country Club (1971), Marrakesh Country Club (1968), and Sommerset Villas (1977), consisted entirely or mostly of condominiums. Developers also purchased the remaining vacant parcels in the heart of Palm Desert and filled them with self-contained condominium communities.

These new country clubs and condominiums were also part of a regional shift that was occurring across the Coachella Valley. Whereas attention had been initially focused on Palm Springs in the postwar era, and mid-valley cities like Palm Desert had developed as a result, this dynamic reversed in the 1960s and

1970s. The country clubs, which had been pioneered and matured in the hinterlands surrounding Palm Springs, came to offer a much more enticing and exclusive product than Palm Springs could, made increasingly affordable to various income levels via condominiums.²⁴³ Country club developments required large parcels of land (which Palm Springs did not have) and limited restrictions on development, which unincorporated communities like Palm Desert did not impose. For this reason, country clubs of varying sizes became widespread in the communities outside of Palm Springs, which went into a decline during this period. Rancho Mirage, Indian Wells, Palm Desert, and Bermuda Dunes prevailed during this period with their country clubs, golf tournaments, and upscale narrative.

The increased development of country clubs and condominiums in the late 1960s and 1970s exacerbated an identity crisis which Palm Desert had begun to face in the early 1960s. On one hand, unlike Rancho Mirage or Indian Wells, it was not an entirely seasonal community, and although many of its residents were seasonal, it was also home to increasing numbers of families due to the development of affordable single-family tracts and schools. On the other hand, it was not an entirely year-round or working-class community like Indio or Cathedral City. It occupied a position (and arguably still does) somewhere in between, supporting a variety of year-round and seasonal residents at varying socioeconomic levels, though certainly leaning towards a demographic that was upper-class and White. In many ways, this limbo reflected its geographic location at the very center of the Coachella Valley, and in other ways, it symbolized the unresolved dispute between Cliff and Randall Henderson, the two brothers who founded Palm Desert, over the character of Palm Desert.

This dynamic began to boil over in the late 1960s in light of continued development which many residents saw as compromising to the refined character of Palm Desert. The community, which was unincorporated, had limited control over development and planning, which was governed by Riverside County. In the 1940s, the PDC had instituted total control over the development of its land, but the sale to the Palm Desert Sales Company (PDSC) diminished this control, and an increasing variety of landowners and developers who answered to no one except the county further complicated matters.

The result was that development in Palm Desert, even within its historic boundaries and directly adjacent to the most upscale neighborhoods, began to fall out of the existing character of the city. Affordable apartments and condominiums, mobile home parks, and even a proposed K-Mart all earned the wrath of legions of residents and organizations who quickly realized how little control they had over the planning of Palm Desert.²⁴⁴ Even developments like Ironwood Country Club and Deep Canyon Tennis Club, which were both upscale country clubs, were faced with opposition. In turn, the period between the late 1960s and early 1970s was one of relative civic crisis. Such organizations as the Palm Desert Property Owners Association (PDPOA) and the Concerned Citizens of Palm Desert (CCPD) came into existence and prominence, waging numerous fights against development, particularly in the historic heart of Palm Desert south of Highway 111.²⁴⁵

²⁴³ Stanley Fonseca, "Whiteness on the Green: Golf, the Coachella Valley, and the Leisure-Industrial Complex," *Pacific Historical Review* 90, no. 4 (2021): 448-474.

²⁴⁴ "K-Mart Project in Palm Desert is Gone... But Melody Lingers," *Desert Sun*, January 1, 1974.

²⁴⁵ "Association Signs Agreement," *Palm Desert Post*, January 30, 1964; "PD Citizens Group Formed to Protect Local Interests," *Palm Desert Post*, June 17, 1961.

Between the 1960s and the early 1970s, there were multiple attempts to incorporate the city, which finally succeeded in 1973. The failure of other attempts to incorporate Palm Desert can be attributed to either the fact that it had such loose borders, or that it had overreaching ambitions.²⁴⁶ Palm Desert's earlier incorporation attempts had included significant parts of both Indian Wells and Rancho Mirage, which were also facing similar growing pains to Palm Desert. A competition was essentially started between the three communities, as all of them vied to incorporate and included parts of the others within their borders. Ultimately, Indian Wells and Rancho Mirage both incorporated before Palm Desert and left most of its border untouched. Developments like Eisenhower Medical Center, Desert Air Park, and Eldorado Country Club, however, which at times were previously associated with Palm Desert, now formally belonged to those cities.

After Palm Desert incorporated and elected its first city council in 1973, it took its newfound cityhood seriously, implementing a robust planning program and incentivizing the types of development it sought out. It placed strict limits on building height, type, and density and retroactively policed the built environment, even banning most types of signage (which saw to the eradication of the city's neon in 1979). And after a series of devastating flash floods in the years immediately after incorporation, the City also undertook a massive infrastructural campaign that was completed in the early 1980s.²⁴⁷ The immediate result of Palm Desert's incorporation and first phase of planning was that development slowed, and what did continue was typically of an upscale nature.

Palm Desert's role as a formidable mid-valley presence expanded during the institutionalization of the city. Schools like Palm Desert Middle School and Palm Desert High School were planned or constructed, while existing institutions like College of the Desert expanded. El Paseo finally matured into an upscale downtown, while Highway 111 also continued to fill in. In the beginning of the 1970s, Palm Desert established its first public park, and by the end of the 1970s, it was at work on the first civic center, which was to dramatically expand the city's civic amenities and government buildings.²⁴⁸ Palm Desert had entered the late 1960s rife with development but without a clear vision and left the 1970s as a newly minted yet planned city.

Theme: Residential Development, 1967-1980

The end of the 1960s brought about yet another distinct phase of residential development in Palm Desert. In the 1950s and 1960s, the prevailing models of residential development across the Coachella Valley were split between the condominium and the country club, and in some cases a lucrative combination of the two. Palm Desert had seen these in projects like the Shadow Mountain Fairway Cottages (1961), Sandpiper (1958), and Sands and Shadows (1959). These projects were typically marketed to an upper-class seasonal or retiree population, but developments were built in the community for other demographics including Palm City (1960) and Shadow Village (1959).

²⁴⁶ "Anger and Confusion Follow PD Action," *Desert Sun*, September 22, 1966; Chuck Kramer, "Cityhood Plans Progressing in Valley," *Desert Sun*, January 4, 1964.

²⁴⁷ Janice Kleinschmidt, "The Fascinating History of Palm Desert, Celebrating 50 Years," *Palm Springs Life*, November 5, 2023, <https://www.palmspringslife.com/the-fascinating-history-of-palm-desert-celebrating-50-years/>.

²⁴⁸ "Palm Desert Civic Center Planning Set," *Desert Sun*, June 1, 1979.

The 1950s and 1960s also saw to a shift in the prevailing source of development in Palm Desert, which had previously been accomplished mostly through individuals building their own custom homes in subdivisions. Increasingly, the prevalent source of development was developers who laid streets *and* built homes or condominiums for sale, and custom-built homes were not as common. In other parts of Palm Desert, developers purchased empty lots and parcels in existing subdivisions and filled them in with spec homes and condominiums. Finally, the last shift was in architectural style, which saw a turn away from a refined Mid-Century Modern and Ranch to a more popular style that incorporated themed elements.

These shifts in Palm Desert’s mid-century development took further hold at the end of the 1960s and 1970s. Residential developments of this period almost ubiquitously consisted of condominiums that were combined with recreational facilities. Moreover, while Palm Desert had a golf course since the late 1950s, it previously did not have a formal upper-class “country club” with a residential component built by the same developer. This changed in the late 1960s as the country club further solidified its regional presence, especially in the communities in the middle and eastern portion of the Coachella Valley, where vacant land was widely available.

Development on two of Palm Desert’s first country clubs, Marrakesh Country Club and Del Safari Country Club [Avondale Golf Club], began at the end of the 1960s. They were each private, gated clubs that were to contain a central clubhouse, full-size golf course, communal pools, recreational facilities, and a residential component sited directly on the golf course. Moreover, they both embodied the direction of branding and architecture in the late 1960s, which departed from a refined modernism, and towards an eclectic, popular, and vaguely historicist direction. Marrakesh, for example, was designed in a Hollywood Regency style thematized with Moroccan branding, while Del Safari was both designed and themed with African motifs, including lakes named after mountains in Africa and faux spear decorations on its entrance gates.

Marrakesh Country Club was announced in the fall of 1967 by venerable Coachella Valley developer Johnny Dawson, who was responsible for such prototypical country clubs as Thunderbird and Eldorado.²⁴⁹ He had purchased the former Haystack Ranch, a large parcel of land on the upper slope of Palm Desert that had evaded previous developers’ acquisition, and hired the prominent Los Angeles architect John Elgin Woolf to oversee all aspects of its planning and design.²⁵⁰ Woolf envisioned sets of condominiums (designed in four models) winding around a verdant golf course landscape that was overlooked by an elegant clubhouse. The entire development was to be painted in a distinctive pink and white color scheme, from which Dawson later extrapolated the Moroccan theme. Woolf designed every aspect of the development in his distinct Hollywood Regency style, from the gate house to lampposts. When Woolf fell ill near the conclusion of the project’s design, the commission for the clubhouse was given to Palm Springs architect Richard Harrison, who provided a design for a boxier, austere structure more typical of his noted Mid-Century Modern work.²⁵¹ Theodore Robinson, prominent designer of golf courses, was also brought on for the construction of the community’s full-size golf course.

²⁴⁹ “Marrakech Country Club is Name of Dawson Project,” *Desert Sun*, July 11, 1968.

²⁵⁰ Steven Price, “Pink Gold,” *Palm Springs Life*, January 30, 2019, <https://www.palmspringslife.com/marrakesh-country-club-50-years/>.

²⁵¹ Gail Phinney, “Marrakesh Country Club,” *John Elgin Woolf: Master of Hollywood Regency*, <https://johnelginwoolf.com/marrakesh-country-club/>.

Built in phases between 1968 and 1979, Marrakesh opened to outstanding success in Palm Desert, embodying the type of development that the community sought: low-density and well-designed homes for an upper-class clientele. Marrakesh's developers built everything within its walls, from the golf course to the condominiums, and strictly controlled and maintained all aspects of the design. There were no single-family homes in the 364-unit development, and residents had to adhere to Woolf's design. An entire social life was formed around the clubhouse, which contained a dining room and entertaining spaces overlooking the golf course.²⁵²



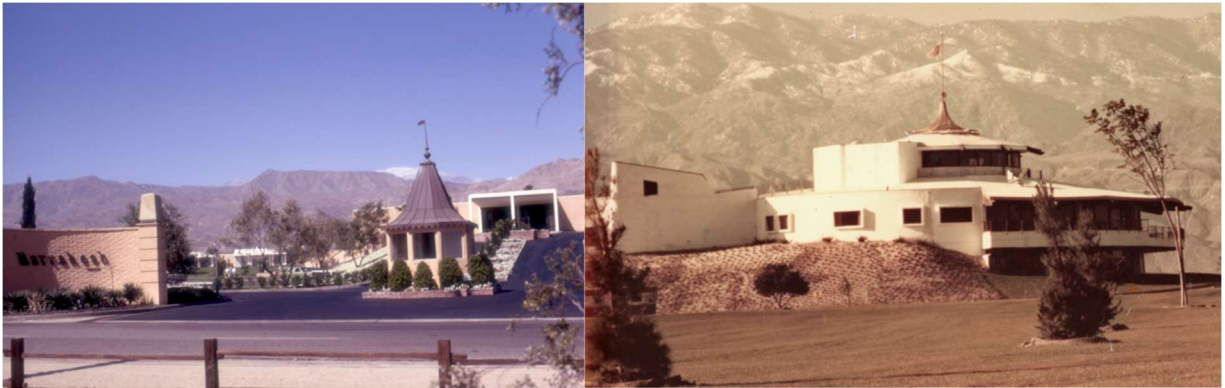
Architect John Elgin Woolf's original rendering for the Marrakesh Country Club, designed in his quintessential Hollywood Regency style. (John Elgin Woolf Papers, Architecture and Design Collection, UC Santa Barbara)

While Marrakesh was underway, a group of investors led by local residents Burton Graham and George Glickley announced the Del Safari Country Club in the beginning of 1969. They commissioned the Pasadena architect John F. Galbraith to design the clubhouse, an inventive design that combined African motifs with a highly sculptural Pueblo-influenced style.²⁵³ The clubhouse, completed in 1970, was a circular, balcony-wrapped three-story structure that sat atop an artificial hill, giving it commanding views

²⁵² Price, "Pink Gold," *Palm Springs Life*, 2019.

²⁵³ "New Major Golf Project Planned," *Palm Desert Post*, May 29, 1969.

of the full-size golf course and surrounding desert. Del Safari was developed on a large parcel of vacant land north of Palm Desert (almost bordering Bermuda Dunes), pushing the border of the town farther than ever before. Del Safari, which was developed in a similar context and concept as Marrakesh, never enjoyed the success of its contemporary. Despite building one set of condominiums, the developers followed a custom-built development model and only a handful of homes were built.



The entrance and clubhouse of Marrakesh Country Club (left) painted in its classic pink and John F. Galbraith's Late Modern clubhouse for the Del Safari Country Club (right), both embodying 1960s shifts in architecture. (Desert Beautiful Slide Collection, Historical Society of Palm Desert)

By far the largest and most comprehensive country club development of this period was Ironwood Country Club, a sprawling development on upwards of 1000 acres tucked at the very top of Palm Desert's southern slope. The developers, a consortium led by Robert Haynie and Jack Vickers, had purchased land formerly part of Silver Spur Ranch at the base of Deep Canyon, and hired architect William Cody to envision a plan with upwards of 3000 housing units, three golf courses, tennis facilities, a clubhouse, and variety of other amenities.²⁵⁴ This plan (as many others were during this period) was met with backlash from neighborhood groups, and ultimately reduced in scale.²⁵⁵ Still, it was the largest residential of any type proposed in Palm Desert since Palm City.

Over the course of ten years, against the backdrop of various citizen backlashes and incorporation, the developers of Ironwood built upwards of 1,000 homes. Most of them were condominiums designed by architect Francisco Urrutia in a Late Modern style hybridized with Southwestern motifs, resulting in angular volumes that had stucco walls and Spanish red tile roofs.²⁵⁶ Elsewhere, units also included single-family "Fairway Homes" and estate-sized lots for custom-built houses. The central clubhouse (architect unknown) was also a Late Modern design that looked out onto the golf course designed by Desmond Muirhead in consultation with famed golfers Arnold Palmer and Jack Nicklaus.²⁵⁷ Palmer had invested in the Ironwood development early on and became its spokesperson, which was a marketing move typical of mid-century country clubs (previously seen in Palm Desert with Gene Sarazen's role in the marketing of the Shadow Mountain Golf Course).

²⁵⁴ Ron Dresnick, "Largest PD Development Proposed," *Palm Desert Post*, December 29, 1971.

²⁵⁵ "Silver Spur Opposition Withdrawn," *Desert Sun*, September 21, 1972.

²⁵⁶ [Illustration of Ironwood progress], *Palm Desert Post*, March 6, 1975.

²⁵⁷ "Stars to Initiate Course," *Desert Sun*, February 3, 1973.

Marrakesh, Del Safari, and Ironwood represented the pinnacle of this new and robust era of country club development in Palm Desert, but they were supplemented by numerous smaller developments which similarly marketed the fashionable life offered by condominiums. The Palm Desert Tennis Club (1971), built across the street from Ironwood, was a 100-unit condominium complex that wrapped around a central clubhouse and championship tennis courts.²⁵⁸ John Outcalt, the architect of the complex, traded his typical Mid-Century Modern style for a 1970s Spanish style. Likewise, the Deep Canyon Tennis Club (1971) opted for tennis as its marketable recreational amenity and was developed on an empty parcel along Highway 74.²⁵⁹ Built in two phases, one in 1971 and one in 1979, the complex eventually totaled 360 condominium units hosted by a series of two-story buildings (which were the subject of some controversy).



Fairway Homes at Ironwood Country Club as designed by Francisco Urrutia in a Late Modern and Southwestern influenced style. (Julius Shulman Collection, Getty Research Institute)

²⁵⁸ "103 Unit Racquet Club Planned in Palm Desert," *Palm Desert Post*, August 19, 1971.

²⁵⁹ Ron Dresnick, "PD Condominium Project to Offer Swimming & Tennis," *Palm Desert Post*, July 8, 1971.

A significant amount of development in the 1970s occurred on empty lots and parcels within central Palm Desert (south of Highway 111), and by 1980 the area was largely filled in. This was due to larger developments like Ironwood and Marrakesh, but especially to the further proliferation of condominium complexes. The condominium, also evidenced by their development in new country clubs, further increased its presence in Palm Desert's built environment. As before, they were outstandingly popular and could be marketed to retirees and professionals alike, they could be designed by talented architects, and they were built by a wide selection of developers. Their design, however, had shifted towards the Late Modern and Southwestern aesthetic of contemporary, and they were increasingly gated complexes with some shared amenities.

Condominium developments of this type included Mountainback (1971-73), Sommerset (1977), Corsican Villas (1973-76), King's Point (1974-76), and Sandroc (1973). Talented architects, many of whom had previously made their names designing Mid-Century Modern structures, were frequently commissioned for their design. The Palm Springs architect Hugh Kaptur designed King's Point (locally designated) in a highly angular Late Modern and Southwestern style, while architect Barry Berkus, noted internationally for his condominium designs, designed the Corsican Villas, and San Diego architect Paul Thoryk designed Sandroc.²⁶⁰ Each of them contained communal facilities (pools, tennis courts, etc.), and even if they weren't complete "country clubs," they attempted to emulate its upper-class model. Retirees, seasonal residents, and young professionals – but rarely families – were among the targeted demographics.

²⁶⁰ "Corsican Villas Mark Opening," *Desert Sun*, April 13, 1974; "View Selling Point for Sandroc Site," *Desert Sun*, April 13, 1973; "King's Point at PD Plans Approved," *Palm Desert Post*, July 5, 1973.

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Advertisements for two 1970s condominium developments, Mountainback and Corsican Villas, both designed in a Late Modern style. (Desert Sun)

The total effect of these infill complexes, combined with the country clubs being built at the same time, was that Palm Desert had an overwhelming amount of residential development occurring in the first few years of the 1970s. Even if they emulated the refined image the existing population sought, they also provoked various controversies and community concessions. They also continually reminded the residents of Palm Desert, which had failed in its previous attempts of incorporation, of its lack of city planning controls. In most instances, these developments were well-designed by virtue of their marketing to an upper-class clientele, but there were also instances where they were not.

The most dramatic of these, and with major consequences for the city, was the development of the Indian Creek Villas by McKeon Construction Company. In 1970, McKeon purchased an empty parcel of land along Highway 74 directly below the Palm Desert Community Presbyterian Church and built a 352-unit condominium complex.²⁶¹ The units were all contained in streets of a standard two-story fourplex designed in a Minimal Ranch style, which did not meet the standards of previous or contemporary

²⁶¹ "Major Apartment Project Underway," *Palm Desert Post*, October 29, 1970.

development. The project was highly visible to many of Palm Desert's residents who used Highway 74 daily and was sited adjacent to a number of upper-class single-family homes. While the development was not technically affordable housing, the units at Indian Creek Villas were very affordable, starting at \$16,500, which was about half the price of comparably sized units in a development like Mountainback or Palm Desert Tennis Club.

The outrage to Indian Creek Villas was immediate and widespread in Palm Desert, and further dramatized when McKeon announced plans for a second phase on an adjacent fifty-three-acre parcel. Cliff Henderson took out a full-page ad labeling the development a "ghetto," meanwhile hundreds of residents crowded community hearings and a campaign was launched to halt the development.²⁶² McKeon, in turn, published a letter in the local paper in which they passively threatened to build a high-rise if their land was not rezoned.²⁶³ Ultimately, the residents of Palm Desert succeeded at stymying McKeon's further development, but more importantly, in fanning the flames of incorporation, which finally passed in 1973. The land of McKeon's failed development was sold to the developers of the aforementioned King's Point. That development, an upper-class and well-designed condominium complex, was labeled by one pro-incorporation community organizer as a "fine development and one we approve."²⁶⁴

The debacle of the Indian Creek Villas exposed an unspoken debate in Palm Desert over the composition of the city. While the residential development of the 1950s and 1960s had opened numerous avenues for a more diverse stock of families and year-round residents, the kinds of development in the 1970s once again consolidated the image of Palm Desert as an upper-class, seasonal, and overwhelmingly White community. Families did not seek the compact, recreational, and maintenance-free model of the condominium, nor were they typically affordable, though families continued to live in many of the neighborhoods previously established as family-friendly.

Mobile home parks were one sort of residential development that provided a more affordable alternative, particularly to retirees. The ones developed in Palm Desert during this period replicated the high-class country club model – golf courses, clubhouses, etc.—but replaced estate lots and condominiums with mobile homes. In 1971, the Indian Springs mobile home park opened along highway 74, complete with 119 spaces, a community pool, grass lawns, shuffleboard courts, and a clubhouse designed in a distinct Late Modern and Pueblo Revival style by architects Bob Mueller and Jim O'Moffett.²⁶⁵ Shortly after its opening, the retired movie star Edgar Buchanan moved into the community, which became a retirement community.²⁶⁶

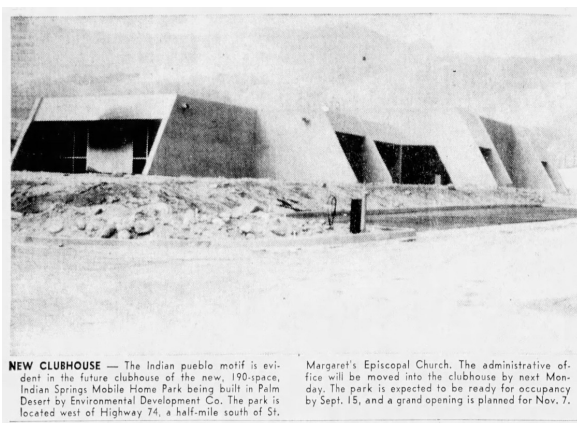
²⁶² Cliff Henderson, [Full-page advertisement against McKeon project], *Daily News*, May 26, 1971.

²⁶³ McKeon Construction, "An Open Letter to Residents of Palm Desert," *Palm Desert Post*, May 27, 1971.

²⁶⁴ "King's Point at PD Plans Approved," *Palm Desert Post*, July 5, 1973.

²⁶⁵ "Indian Springs Will Start Accepting Tenants Soon," *Palm Desert Post*, September 2, 1971.

²⁶⁶ "Star Moves In," *Desert Sun*, February 23, 1973.



The distinctive Late Modern clubhouse at Indian Springs mobile home park. (Desert Sun; Leuschner 2025)

The most significant mobile home park, however, was the Palm Desert Greens development that opened in early 1971. Built on a 400-acre parcel in the undeveloped hinterland north of Palm Desert, the development contained a staggering 1900 spaces, a full-size golf course, and a large central clubhouse with country club amenities.²⁶⁷ Shortly thereafter, the nearby Sun King Mobile Home Park was announced in 1973, and completed in 1979 as the Portola Country Club, complete with its own golf course and clubhouse. These mobile home parks were country clubs in their own right while serving primarily as retirement communities. The sheer number of spaces built in them – numbering in the thousands – was a comparable figure to Palm Desert's condominiums.

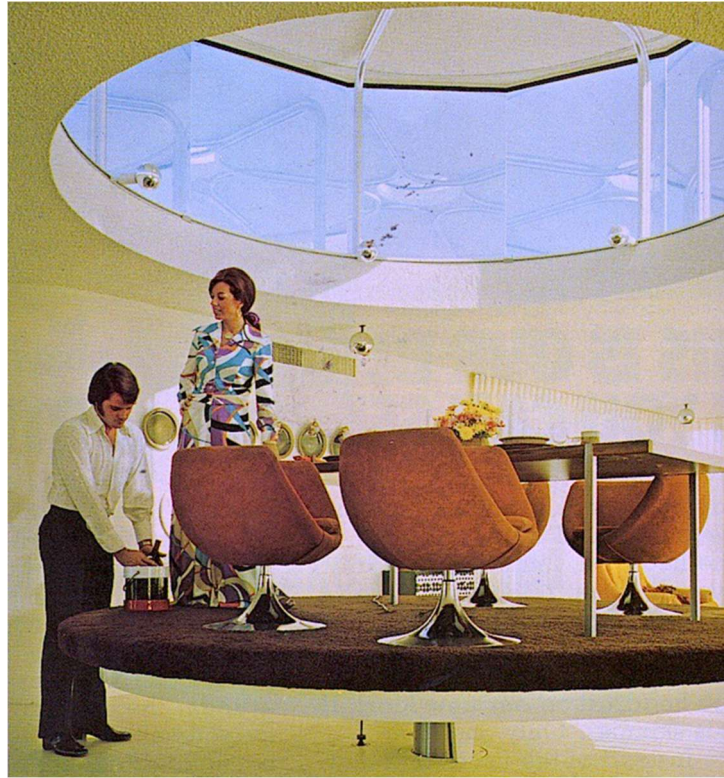
The aforementioned developments – country clubs, condominiums, mobile homes parks – were all contained developments built at once by a developer with a distinct vision. Unlike the 1940s and 1950s, it had become much rarer for an individual to purchase a lot and build a home of their own, let alone an architecturally distinct one (as was once incentivized by the Palm Desert Corporation). Even the single-family home itself, once the staple in Palm Desert, had largely fallen out of favor with developers who opted for profit-maximizing condominiums. In some instances, developers continued to buy empty lots in existing neighborhoods and build single-family spec homes. One developer, Charles “Bud” White, who had built such subdivisions as Desert Stars and Highland Palms Estates, built a few dozen of these spec homes in neighborhoods like Palm Desert Highlands and Silver Spur Ranch, in which there were still numerous empty lots. Palm Desert Country Club, left uncompleted, was filled out in the late 1970s with “Lusk Homes,” single-family homes designed in vague Spanish style and built with a set of standard plans.²⁶⁸ This new wave of single-family spec homes was typically designed in Spanish Revival, Territorial, or generic Southwestern styles.

Although uncommon, there were a few notable examples of custom single-family residences built during this period. In the 1970s, Late Modernism emphasized high-tech features, alternative modes of building, and structurally expressive design. Two residences that the Palm Desert architect Charlie Martin built in the 1970s perfectly captured this new architectural movement: the Robert G. Williamson house (1974) and Martin's own house (1978). Again, each was designed in a Late Modern style hybridized with a

²⁶⁷ “Huge Mobile Home Project in PD Gets Zoning Approval,” *Palm Desert Post*, December 30, 1970.

²⁶⁸ [Advertisement for Lusk Homes], *Desert Sun*, January 5, 1979.

Southwestern palette, but more novel was Martin's deployment of passive cooling techniques and solar energy. In particular, the Williamson house was cited as one of the first (if not the first) solar houses in the Coachella Valley.²⁶⁹ The volumes of the house were sloped and covered with rock to give it the appearance of being partially subterranean. Built a block over only a few years later, Martin's own house was built with inventive solar design and embodied the high-tech interest of Late Modernism.²⁷⁰



The inventive George Ritter house (1974), a case study in high-tech Late Modernism featuring an elevated dining table.

Another local architect, George Ritter, also built a singular and inventive house for himself and his family in 1974. The home was also a Late Modern design of utmost quality, but its greatest novelty was a dining room platform that could be raised (via a hydraulic lift) above the roof of the house to afford 360-degree views from a glass enclosure. Ritter's house, along with Martin's designs, were built amid the former Shadow Mountain Estates, and even if they vastly departed from the Mid-Century Modern Ranch homes of decades past, they were yet another high-quality contribution to Palm Desert's residential architecture.

²⁶⁹ John Hussar, "Unique Solar House," *Desert Sun*, July 23, 1974.

²⁷⁰ "Architect With a Vision Advocates Energy-Saving Designs for Desert Homes," *Desert Sun*, May 20, 1981.

Evaluation Guidelines: Residential Development, 1967-1980

Summary

Resources evaluated under this theme are significant for conveying patterns of residential development in Palm Desert between 1967 and 1980. Palm Desert saw an increase in country club development and similar top-down planned communities (e.g., mobile home parks) at this time, and finally incorporated in 1973 to embark on a more organized development path. There are numerous examples of resources associated with this theme, both single-family and multi-family. Resources that are significant under this theme likely consist of both individual properties and concentrations of dwellings that are not individually distinctive but collectively convey patterns and trends associated with postwar suburbanization. Some are in planned developments beyond the classic residential tract, in contexts including country clubs, mobile home parks, condominium complexes, and combinations.

Associated Property Types

Residential

- Single-family residence or complex
- Multi-family residence or complex
- Residential community building/clubhouse/amenity
- Subdivision/planned community planning feature
- Historic district

Property Type Summary

As in the previous period of development, residential development in Palm Desert during its incorporation period included single-family and multi-family dwellings in a wide variety of scales and settings. Significant resources associated with this theme are likely expressed both as individual properties and in the form of historic districts. There may also be features related to subdivision and planned community development, including entrance markers, signage, shared amenities, and landscaping.

Geographic Location

Citywide. Residential development from this period occurred throughout the entire city.

Period of Significance

The period of significance for this context begins in 1967, when development resumed after a mid-1960s lull, continues through Palm Desert's incorporation in 1973, and ends in 1980, when the country witnessed a series of broad societal and economic changes that brought an end to the postwar period.

Integrity Considerations

A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As resources associated with this theme are common, the integrity of eligible properties should be quite high. A slightly greater degree of alterations may not preclude a resource from being eligible,

though a building must still retain sufficient integrity to convey its significance, using the guide below.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A, F²⁷¹	<p>An individual property eligible under this theme may be significant:</p> <ul style="list-style-type: none"> • For its association with residential development in Palm Desert during this period; or • As the site of a significant historic event from this period. 	<p>A resource that is significant for its association with historic patterns of events or as the site of a significant historic event is eligible if it retains the essential physical features that comprised its character or appearance during the period of its association.²⁷² A residential property from this period should retain integrity of location, feeling, and association, at a minimum, in order to convey the important association with the city's development during this period. A resource that has lost integrity of setting may still be eligible. A property that has lost some historic materials or details may still be eligible if it retains the majority of the features that illustrate its original style and appearance in terms of the massing, spatial relationships, proportion, and fenestration pattern. A resource is generally not eligible if it retains some basic features conveying form and massing, but has lost the majority of features that characterized its appearance during its historical period.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> • Date to the period of significance (1967-1980), and • Retain the essential aspects of integrity, and • Retain enough of its essential physical features to sufficiently convey its association with the historic context.
A/1/A, E, F	<p>A historic district eligible under this theme may be significant:</p>	<p>In order for a historic district to be eligible for designation, the majority (51%) of the components within the district boundaries must possess integrity, as must the</p>	<p>To be eligible under this theme, a historic district should, at a minimum:</p>

²⁷¹ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

²⁷² National Register Bulletin 15.

	<ul style="list-style-type: none"> For its association with patterns of residential development in Palm Desert 	<p>district as a whole. Integrity of design, setting, and feeling must be strongly present in the district overall, and it should convey a strong sense of time and place.</p> <p>A contributing building must retain integrity of location, design, setting, feeling, and association to adequately convey the significance of the historic district. In general, minor or reversible alterations or in-kind replacement of original features and finishes are acceptable within historic districts. Significant alterations that change the massing, form, roofline, or fenestration patterns of an individual building, alter the original design intent, or that are not reversible may result in non-contributing status for an individual building. In order for a historic district to retain integrity, the majority (51% or more) of its component parts should contribute to its historic significance.</p>	<ul style="list-style-type: none"> Date to the period of significance (1967-1980), and Retain the majority (51% or more) of the contributors dating to the period of significance.
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B/2/B	<ul style="list-style-type: none"> For its association with a person (or persons) significant in the history of Palm Desert 	<p>A resource that is significant for its association with a significant person should retain integrity of location, design, feeling, and association, at a minimum, in order to convey its historic association with a significant individual.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1967-1980), and Retain the essential aspects of integrity, and Retain enough of its essential physical features to sufficiently convey its association with the historic context, and
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			<ul style="list-style-type: none"> • Be directly associated with the notable person's productive period – the time during which she or he attained significance.
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Theme: Commercial Development, 1967-1980

Bolstered by population increases spurred by significant residential development in the 1960s, commercial development also continued apace in the 1970s. As happened with residential construction in the mid-to-late 1960s, there was a brief lull in commercial development as the Coachella Valley entered the final phase of its transition to a region of golf and country clubs. No significant commercial project was built in Palm Desert between 1967 and 1970, but the 1970s saw a wave of commercial projects that aligned with the community's development as an upscale resort city. Commercial development during this period was particularly concentrated on El Paseo, which had some buildings like the Town and Country Center (William Cody, 1966 and the Medical-Arts Building (Bissner & Pitchford, 1962), but was still essentially empty and lined with large parcels in the late 1960s. The growth of country clubs finally supplied the stock of residents, albeit mostly seasonal, that allowed for El Paseo's commercial frontage to fill in.



The United California Bank designed by Robert Ricciardi and Bernard Leung as part of the larger Palms-to-Pines Plaza in 1970. (Desert Beautiful Slide Collection, Historical Society of Palm Desert)

Once again, the shopping plaza model prevailed for its adaptability in a seasonal community like Palm Desert, in which units quickly filled up with boutique retail stores, interior design offices, law offices, beauty salons, restaurants, and property management companies. More so than the previous decade, commercial development was upscale in nature, mirroring the character that the PDC had envisioned for Palm Desert's commercial strips. The first major commercial project of the period was the Palms-to-Pines Plaza (1970), a thirty-two-acre complex of buildings (extensively altered) built at the corner of Highway 74

and Highway 111, which also fronted the western end of El Paseo. In conjunction with two Los Angeles-based firms, the local architects Robert Ricciardi and Bernard Leung were hired to design the entire complex.²⁷³ Featuring Spanish tile mansard roofs set over glass walls and supported by expressive wooden beams, the complex was designed in a hybrid of Spanish Revival and Mid-Century Modern styles. Once completed in 1971, occupants included such chains as Safeway, Thrifty Drug Store, Sprouse-Reitz, and a branch of United California Bank, which had its own two-story custom-built building designed by Ricciardi and Leung (no longer existent).²⁷⁴

As the Palms-to-Pines Plaza neared its opening at the end of 1971, another commercial plaza was announced at the opposite end of El Paseo, just beyond the intersection at Portola Avenue. The HMS Plaza (an acronym for its developer, Harboe Management Service) was a one- and two-story complex designed in a Spanish and Mission Revival style by local architect John Outcalt intended to imitate “early California design.”²⁷⁵ When the initial phase was completed in 1972, it came to host numerous professional businesses, as well as serving as the new headquarters for the Harboe Management Service. A second phase, the HMS Plaza West, was completed in 1977 on an adjacent block to the first phase and was also designed by Outcalt.²⁷⁶



The HMS Plaza by John Outcalt (left) and the Prickly Pear Square by Robert Ricciardi, both illustrating the shifts towards Spanish Revival and Late Modern architecture (or a blend of both styles). (Desert Beautiful Slide Collection, Historical Society of Palm Desert).

While the Palms-to-Pines Plaza (1970-71) and the HMS Plaza (1971-72) were built at the opposite ends of El Paseo, the bulk of commercial development occurred in its interior, between Portola Avenue and Highway 74. Previously, the only concentrated area of development on El Paseo was the blocks between Portola Avenue and Larkspur Lane. Small commercial buildings, typically purpose-built for boutique retail shops or professional offices, continued to be developed on these blocks, which were ultimately filled in during this period. In the 1970s, El Paseo was being called such names as “Million Dollar Mile” and “The Boulevard of the Elite” for its ample provision of upscale shops and businesses that drew comparisons to

²⁷³ “Palms-to-Pines Plaza Name for New Center,” *Palm Desert Post*, September 3, 1970.

²⁷⁴ “Work to Start Soon on Palms to Pines Plaza,” *Palm Desert Post*, July 15, 1971.

²⁷⁵ “Palm Desert Firm to Build Plaza Complex,” *Desert Sun*, November 5, 1971.

²⁷⁶ Dollie Goldman, “HMS to Construct Financial Complex,” *Palm Desert Post*, April 28, 1977.

Rodeo Drive.²⁷⁷ One example of this sort of business, following the precedent of existing stores like Dietz Designs (1958) and Edith Morre' Shop (1961), was the building for the Beau James clothing boutique, a simple design that combined the Spanish Revival and Mid-Century Modern styles. Its opening in 1972 was accompanied by a television special that included such celebrities as Gloria Greer and Dolores Hope and embodied the affluence and glamour that El Paseo was increasingly associated with.²⁷⁸

While retail boutiques proved popular, projects on other parts of El Paseo were targeted towards professional services, like lawyers, realtors, and doctors, which had been previously hosted by developments like the Medical-Arts Building (1962) and Town and Country Center (1966). The Coble Plaza East, a two-story building containing "commercial condominiums" intended for professional businesses, was completed in 1973.²⁷⁹ The same developers also built the Prickly Pear Square further east on El Paseo in 1973, which was a plaza of commercial buildings with spaces used for both retail and professional business.²⁸⁰ The three buildings that comprised the development were designed in a Spanish and Mid-Century Modern style (like Palms-to-Pines Plaza) with Spanish tile Mansard roofs that floated over tall windows and expressive beams. Not directly on El Paseo but one block over on Portola Avenue, the Portola Square building (1977-78) was built with an almost identical design.

The shopping plaza model was not new to Palm Desert, but what had mostly changed was its design. Unlike previous periods of development, these new commercial plazas were not Mid-Century Modern in style but instead gravitated towards a hybridization of Southwestern palettes (Spanish, Mission, and Mediterranean Revival) with modern elements, including floor-to-ceiling windows, angular walls, and minimal ornamentation. They featured spaces of varying sizes to accommodate a variety of businesses, and were often designed with central courtyards, fountains, or common spaces shared by all tenants.

Apart from previous examples, the most prolific developer of these plazas during this period was the architect Paul Thoryk and his business partner Curt Dunham. Over the course of the 1970s, Thoryk and Dunham developed six different shopping centers on or adjacent to El Paseo, as well as the Sandroc condominium project, creating dozens of retail spaces and dramatically expanding El Paseo's renown as a downtown-like shopping street. Thoryk was a San Diego-based architect practicing in Late Modern and Post-Modern styles, which emphasized high-tech features, regionalism, and at times deconstructive design elements. As the developer-architect, he was responsible for the design of all these projects.

The first and most well-known was Thoryk's Plaza Taxco (1976), which essentially became the model for the rest of his developments. Plaza Taxco was designed as a "contemporary Spanish village," featuring red tile roofs, stucco walls, terracotta tile, wrought iron details, and a central courtyard.²⁸¹ Thoryk combined these Spanish details with Post-Modern and Late Modern design impulses, including highly angular volumes, dramatic windows, and steep shed roofs. The resulting design, which was exported to his following projects, appeared irrational (much in line with Post-Modern trends), inventive, and regional, considering Southern California's relationship to Spanish Revival architecture. When Plaza Taxco was

²⁷⁷ Ellen Levesque, "Round Palm Desert," *Desert Sun*, October 26, 1972.

²⁷⁸ [Beau James opening announcement], *Palm Desert Post*, November 30, 1972.

²⁷⁹ "El Paseo: For Sale Signs Going," *Desert Sun*, July 3, 1973.

²⁸⁰ "Golden Miles Grows!," *Desert Sun*, October 29, 1974.

²⁸¹ "Construction Begins on El Paseo Complex," *Palm Desert Post*, July 15, 1976.

completed, the famed architectural photographer Julius Shulman photographed the project, nearly thirty years after he had first visited Palm Desert to photograph the Shadow Mountain Club.

Over the next four years, Thoryk and Dunham would fill out a significant portion of El Paseo with shopping plazas, including Plaza de Los Lagos (1977), El Paseo Village (1978, no longer existent), Plaza del Tiempo (1978, extensively altered), Plaza San Pablo (1978), and San Luis Rey Center (1979-80).²⁸² These all replicated Thoryk's same distinct architectural style, and were host to dozens of businesses, ranging from entire banks to cabinetry stores.



Paul Thoryk's distinctive Late Modern Plaza Taxco, one of multiple similar developments that he designed along El Paseo in the 1970s. (Julius Shulman Collection, Getty Research Institute)

While Thoryk's projects were among the most architecturally distinctive commercial developments along El Paseo, they were not architectural landmarks in the way two new banks from this period were. In the 1960s, Palm Desert had already seen the development of Mid-Century Modern banks such as the Security First National Bank (John Outcalt, 1962). Even more distinctive, however, was the bank built by Pomona First Federal Savings and Loan in 1973 at the prominent corner of El Paseo and Portola

²⁸² "El Paseo Village Nearing Completion," *Palm Desert Post*, September 6, 1979.

Avenue.²⁸³ Designed by architect Michael Black, the structure was a Late Modern and Brutalist design that instantly became a landmark upon its completion and remains among Palm Desert’s most known and distinctive buildings. Embodying the high-tech precepts of Late Modernism, the building is designed around a highly expressive and angular steel structure raised atop rough concrete pedestals. Other details of the design that defies description included triangle-shaped windows with pyramid-shaped planters, diamond motifs, and a large digital clock prominently placed along the street.



Two of the high-tech Late Modern bank designs completed along El Paseo in the 1970s: Michael Black’s Pomona First Federal Bank (top, 1973) and Donald Wexler’s Bank of America (bottom, 1977). (Historical Society of Palm Desert)

Similar to the high-tech inspiration behind Pomona First Federal, Palm Desert’s new Bank of America (1977) was another Late Modern design that avoided the historicist and regional influences of many commercial structures of the era.²⁸⁴ The Palm Springs architect Donald Wexler, noted as a pioneer of Mid-Century Modernism, designed the bank to incorporate passive heating and solar (similar to what Palm Desert architect Charlie Martin would soon incorporate in his residential designs). Placed at another prominent intersection, El Paseo and San Luis Rey, the design featured a set of intersecting volumes that culminated in a bank of windows angled to absorb the sun’s rays.

²⁸³ “Pomona First Federal Builds,” *Desert Sun*, June 19, 1973.

²⁸⁴ “BoFA Tests Solar Energy in New Palm Desert Branch,” *Palm Desert Post*, October 13, 1977.

In the 1970s, the most significant commercial growth had occurred along El Paseo, which had finally matured into the upscale downtown for which it had been planned three decades earlier. By 1980, it had a relatively solid frontage of commercial stores and plazas, and multiple architectural landmarks. Commercial buildings were still being built along Highway 111, but not nearly at the rate or design of those along El Paseo, which clothed, fed, and entertained many of the same residents buying into the new condominiums and country clubs for which the city had become known.

Evaluation Guidelines: Commercial Development, 1967-1980

Summary

Resources evaluated under this theme are significant for conveying patterns of commercial development in Palm Desert between 1967 and 1980. As the city grew in both population and geographic reach, a substantial number of new commercial buildings were constructed to keep pace with the city's growth and serve the various needs of its residents. There are many extant resources associated with this theme, located throughout the city with concentrations along major thoroughfares (including, finally, El Paseo). Resources that are significant under this theme may consist of both individual buildings and historic districts.

Associated Property Types

Commercial

- Retail store or complex/shopping center
- Office building or complex
- Hotel/motel/lodge
- Private club
- Restaurant
- Mixed-use (commercial/office/residential)
- Bank/financial institution
- Signage
- Historic district

Property Type Summary

Commercial development in postwar Palm Desert consisted predominantly of low-scale commercial buildings that housed a wide variety of common commercial uses. Resources may include retail and/or office buildings and complexes (including shopping centers); hotels, motels and lodges; private clubs; restaurants; mixed-use buildings; bank buildings; signs; and geographically unified groupings of commercial properties (historic districts).

Geographic Location

Citywide. Commercial properties from this period can be found throughout the city, though most examples are located along its major vehicular corridors.

Period of Significance

The period of significance for this context begins in 1967, when development resumed after a mid-1960s lull, continues through Palm Desert's incorporation in 1973, and ends in 1980, when the

country witnessed a series of broad societal and economic changes that brought an end to the postwar period.

Integrity Considerations

A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As resources associated with this theme are common, the integrity of eligible properties should be quite high. A slightly greater degree of alterations may not preclude a resource from being eligible, though a building must still retain sufficient integrity to convey its significance, using the guide below.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A, F ²⁸⁵	<p>An individual property eligible under this theme may be significant:</p> <ul style="list-style-type: none"> • For its association with patterns of commercial development in Palm Desert during this period; and/or • As the site of a significant historic event from this period. 	<p>A resource that is significant for its historic association is eligible if it retains the essential physical features that comprised its character or appearance during the period of its association with the important event or historical pattern. A commercial property from this period should retain integrity of location, design, feeling, and association, at a minimum, in order to convey the important association with the city's development during this period. A resource that has lost some historic materials or details may still be eligible if it retains the majority of the features that illustrate its original style and appearance in terms of massing, spatial relationships, proportion, and fenestration pattern.</p> <p>Minor alterations – such as door replacement, re-roofing, or compatible re-stuccoing – shall not, in and of themselves, render a</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> • Date to the period of significance (1967-1980), and • Retain the essential aspects of integrity, and • Retain enough of its essential physical features to sufficiently convey its association with the historic context.

²⁸⁵ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

		<p>resource ineligible. However, the cumulative impact of multiple minor alterations may compromise a resource's overall integrity.</p> <p>More substantive alterations that are difficult to reverse – such as extensive storefront modifications that obscure the original form and program of the building, modification of original fenestration patterns, the removal of historic finishes or features – compromise a resource's integrity and are likely to render it ineligible.</p>	
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A/1/A, E, F	<p>A historic district eligible under this theme may be significant:</p> <ul style="list-style-type: none"> For its association with patterns of commercial development in Palm Desert during this period. 	<p>In order for a historic district to be eligible for designation, the majority (51%) of the components within the district boundaries must possess integrity, as must the district as a whole. Integrity of design, setting, and feeling must be strongly present in the district overall, and it should convey a strong sense of time and place.</p> <p>A contributing building must retain integrity of location, design, setting, feeling, and association to adequately convey the significance of the historic district. In general, minor or reversible alterations or in-kind replacement of original features and finishes are acceptable within historic districts. Significant alterations that change the massing, form, roofline, or fenestration patterns of an individual building, alter the original design intent, render original storefronts unrecognizable, or that are not reversible may result in non-contributing status for an individual building. In order for a historic district to retain integrity,</p>	<p>To be eligible under this theme, a historic district should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1967-1980), and Retain the majority (51% or more) of the contributors dating to the period of significance.
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		the majority (51% or more) of its component parts should contribute to its historic significance.	
B/2/B	<ul style="list-style-type: none"> For its association with a person (or persons) significant in the history of Palm Desert. 	A property that is significant for its association with a significant person should retain integrity of location, design, feeling, and association, at a minimum, in order to convey its historic association with a significant individual.	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> Date to the period of significance (1967-1980), and Retain the essential aspects of integrity (listed above), and Retain enough of its essential physical features to sufficiently convey its association with the historic context, and Be directly associated with the notable person's productive period – the time during which she or he attained significance.

Theme: Civic/Institutional Development, 1967-1980

While institutional development continued in the late 1960s and 1970s, it was not as foundational or consequential as that of the years immediately prior, but it continued to embellish the institutions already in place.

The late 1950s-early 1960s had seen the construction of such churches as Sacred Heart (1958), Hope Lutheran (1961), and St. Margaret's (1965), but another wave at the end of the 1960s marked the final phase in the mid-century development of religious facilities. As before, and despite the growing shift towards historicist and Spanish styles in the late 1960s and early 1970s, these new churches were Mid-Century Modern in style. The most dramatic was the new church built for the Palm Desert Community Church, which was the city's original church, established in 1950 on land donated by the Palm Desert Corporation. The Presbyterian congregation had long outgrown their simple Mid-Century Modern church (Barry Frost, 1950), and began planning for a new church in the early 1960s and purchased a prominent parcel along Highway 74.²⁸⁶

²⁸⁶ "Ike to Head Palm Desert Church Building Committee," *Palm Desert Post*, November 21, 1963.

After a long fundraising and construction campaign, of which former President Dwight D. Eisenhower was honorary chair, the new chapel opened in early 1968. The Los Angeles firm Powell, Morgridge, Richards, and Coughlan were its architects, and John K. Minasian was responsible for the structure's dramatic stained glass.²⁸⁷ A gradual yet dramatic sloped roof formed the basis for the structure's shape, which reached a peak that was over two stories tall and was spanned entirely with stained glass. The result was even more dramatic on the Mid-Century Modern chapel's interior, in which the roof curved inwards and then dramatically expanded outwards into the two-story stained glass. The new Palm Desert Community Church, soon renamed the Palm Desert Community Presbyterian Church, quickly assumed landmark status in the city.



Palm Desert Community Presbyterian Church, March 2025. (ARG)

Two other Palm Desert churches were also built at nearly the same time. One, the United Church of the Desert, was primarily built to serve residents of the Palm Desert Country Club who had previously been meeting in the community's recreation hall. John Outcault designed the new church, completed in 1967, which took the form of two Mid-Century Modern hexagonal buildings that served the small congregation.²⁸⁸ On the other side of Palm Desert, along Fred Waring Drive, the Palm Springs architect Richard Harrison designed the University Baptist Church in 1967.²⁸⁹ Like the Palm Desert Community

²⁸⁷ "Community Church Opens Doors Sunday at New Home," *Palm Desert Post*, January 18, 1968; "Tower Rises Today," *Palm Desert Post*, July 6, 1967.

²⁸⁸ "New PDCC Church to Be Ready by Mid-July," *Palm Desert Post*, March 2, 1967.

²⁸⁹ "Desert Church Construction Belies Building Slump Tale," *Desert Sun*, November 17, 1966.

Church, the form of the Mid-Century Modern structure was a singular sloping roof, although Harrison's design was much more angular and featured spider-like legs that descended from one side of the building.

By the end of the 1960s, Palm Desert's educational facilities had been massively expanded with the recent construction of the College of the Desert, and families had also benefitted from the construction of Abraham Lincoln Elementary School (E. Stewart Williams, 1964, no longer existent). The community, however, lacked both a middle and high school despite its two elementary schools and humble population of families. This was partially addressed in 1968, when the regional school district added portable classrooms to Lincoln Elementary for an interim middle school, and then began planning for a new campus on an adjacent parcel.²⁹⁰

Designed by architects Donald Wexler and George Ritter, the new Palm Desert Middle School (partially demolished) opened for students in 1977, and the portable classrooms were hauled off. Wexler and Ritter's design was a low-slung, flat-roofed complex of Mid-Century Modern buildings constructed of brick and wrapped with shaded arcades. Similar to his other projects from the period, Wexler had initially attempted to incorporate solar energy into the structure, but the endeavor was ultimately never funded.²⁹¹ Meanwhile, plans were slowly being made for the Palm Desert High School, for which a site had been sourced in 1966 along Cook Street, but the school would not be built until later in 1980s.²⁹²

As with prior chapters of Palm Desert's history, another site of civic and social engagement continued to be its clubhouses, which were built in many of the new country clubs and residential developments. With the growth of formalized civic buildings (e.g., Palm Desert Library), clubhouses decreased in their activation by the community, but still served a civic role in the community. Ironwood Country Club, Marrakesh Country Club, and even mobile parks like Indian Springs and Palm Desert Greens were all built with clubhouses that hosted numerous functions and community events.

Somewhat ironically, Palm Desert had many of the buildings typical of a formalized city despite remaining unincorporated until 1973. It did not, however, have a city hall or any government buildings. When the first city council was elected, the new city government rushed to secure a temporary city hall and rented the former sales office of Sandpiper along El Paseo. A few months later, the City leased space in the Prickly Pear Square (1973) on the opposite end of El Paseo and would remain in that location for nearly a decade.²⁹³ In 1979, with some time and tax revenue behind them, the City began planning for a grand civic center designed by prominent Southwest architect Bennie Gonzalez, although it would not be built until the 1980s.²⁹⁴

²⁹⁰ "Argument Nipped in Bud," *Desert Sun*, May 14, 1968.

²⁹¹ Keith Carter, "\$1 million Sought for Solar Unit at School," *Palm Desert Post*, November 20, 1975.

²⁹² "Site Escrow Explained, No Action," *Palm Desert Post*, January 27, 1966.

²⁹³ "Prickly Pear Plaza New City Hall Site

²⁹⁴ "City Hall, Flood Projects Both Possible, Council Told," *Desert Sun*, January 30, 1981.



The Palm Desert Post Office at the corner of El Paseo and Portola Avenue shortly after its opening in 1970. (Desert Beautiful Slide Collection, HSPD)

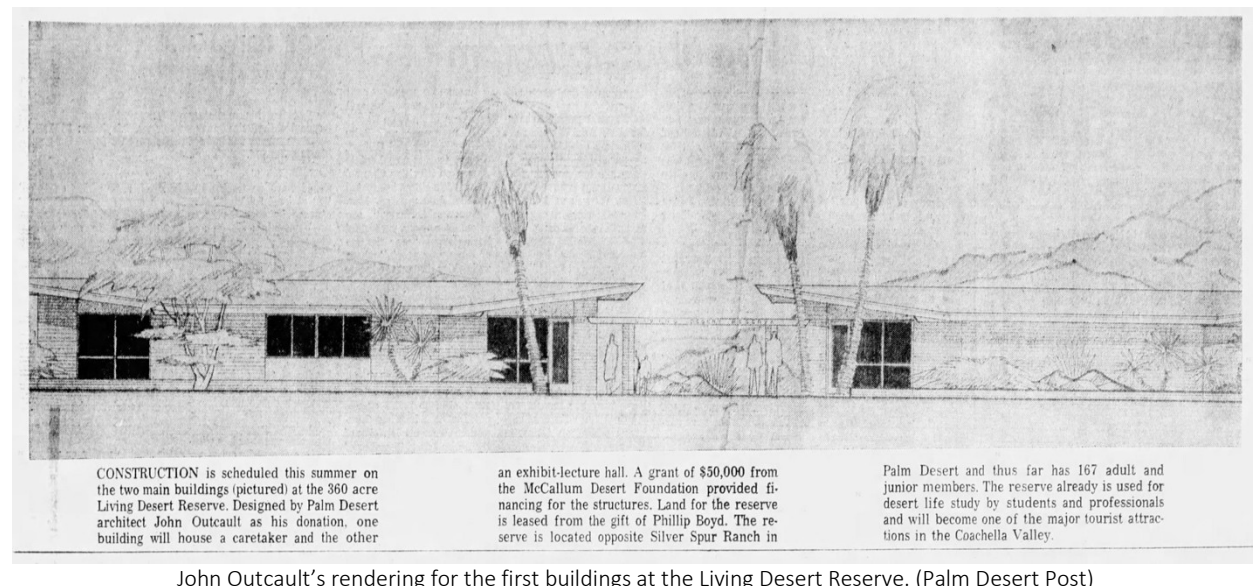
Another civic building built during the period was the post office that would become the most iconic within the community. By the late 1960s, Palm Desert had outgrown its previous post office (which was already the third post office in the community's short history) and began planning for a larger facility across the street on the prominent corner of Portola Avenue and El Paseo.²⁹⁵ The new post office, which opened in 1970, was four times larger than the previous facility and designed in a Modern adaptation of a Spanish Colonial/Mediterranean Revival style wrapped in arcades. While Palm Desert would later build an additional post office on Hovley Lane, the El Paseo and Portola location remains the city's primary post office.

Although Palm Desert had long been surrounded by natural desert landscape, until the 1970s it did not have a formalized park space or nature reserve. Numerous plans and concepts for public park space had been floated since the early 1960s as the year-round residential population of the community grew. The community organization Desert Beautiful, a considerable civic force in the 1960s onwards, had supported many plans, but none of them materialized.²⁹⁶ This changed in the early 1970s, first with the rise of the Living Desert Reserve. Established in 1970 in partnership with the Palm Springs Desert Museum on a portion of Philip Boyd's former ranch, the Living Desert was a 360-acre zoo and nature reserve with hiking trails, cactus gardens, and a selection of desert animals. The architect John Outcalt designed the first

²⁹⁵ "Site Purchased for New PD Post Office," *Desert Sun*, October 10, 1968.

²⁹⁶ Founded by Marian Marsh Henderson, wife of Cliff Henderson, Desert Beautiful advocated for conservation of the natural desert environment and beautification of the built environment through quality architectural and landscape design. The organization's image collection at the Historical Society of Palm Desert captures much of the Coachella Valley's most notable postwar design work.

phase of the Living Desert's facilities – which would eventually grow to become a full zoo – consisting of two diamond-shaped Mid-Century Modern buildings that opened in 1972.²⁹⁷



John Outcalt's rendering for the first buildings at the Living Desert Reserve. (Palm Desert Post)

The other great park space development of the early 1970s was the opening of the Palm Desert Community Park [Magnesia Falls City Park], known at various points as the Portola Park and Magnesia Falls Park. In 1969, the recently-built Palm Desert Middle School leased fifteen acres of land adjacent to their campus to the Palm Desert Community Park Foundation, which endeavored to build the community's first park. After a multi-year fundraising campaign, ground was broken for the park on March 18, 1973 with a dedication attended by Dolores Hope.²⁹⁸ Fundraising and improvements continued, and by the end of the 1970s, the Palm Desert Community Park included a grass field, picnic facilities, a small grove of trees, public restrooms, and a baseball field (which had been constructed in 1972). Palm Desert's public park facilities would be dramatically improved with the construction of the Palm Desert Civic Center in the 1980s, but the opening of the Palm Desert Community Park was a first for the community.

As the architect John Outcalt himself pointed out during the Living Desert's opening, "it is not unlikely that in ten years that the Living Desert Reserve will be the only undeveloped area left in the desert."²⁹⁹ While development wouldn't reach quite that level by 1982, ten years after the pronouncement, Palm Desert's physical growth was dramatic considering that its country club-laden slope had been barren desert less than forty years prior.

²⁹⁷ [Illustration of Outcalt rendering', *Palm Desert Post*, May 20, 1971.

²⁹⁸ "Dolores Hope Will Aid at Dedication," *Palm Desert Post*, March 15, 1973.

²⁹⁹ "Living Desert Museum Building Planned," *Palm Desert Post*, July 23, 1970.

Evaluation Guidelines: Civic/Institutional Development, 1967-1980

Summary

Resources evaluated under this theme are significant for conveying patterns of civic and institutional development in Palm Desert between 1967 and 1980. As the city continued to grow both in population and geographic reach and then incorporated in 1973, public and private institutions invested in the modernization and expansion of local government services, schools, churches, and other institutional endeavors. There are many extant resources associated with this theme. Most are expressed either in the form of individual buildings or comprise institutional campuses with multiple buildings and site features. There are not believed to be historic districts associated with this theme.

Associated Property Types

Public institutional

- School building/campus
- Civic/government building
- Public utility building
- Municipal park

Private institutional

- Church/religious building
- Social club/meeting hall/clubhouse
- Nature reserve

Property Type Summary

Civic and institutional development during this period was less frantic than in the previous period, but continued to see the establishment of new properties. Institutional resources may include school buildings and campuses; civic/governmental buildings; religious buildings and campuses; private clubs; public utility buildings; and designed institutional landscapes (including municipal parks and the Living Desert).

Geographic Location

Citywide. Institutional properties from this period can be found throughout the city, with particular concentrations along major thoroughfares.

Period of Significance

The period of significance for this context begins in 1967, when development resumed after a mid-1960s lull, continues through Palm Desert's incorporation in 1973, and ends in 1980, when the country witnessed a series of broad societal and economic changes that brought an end to the postwar period.

Integrity Considerations

A resource that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires an understanding of its significance and essential physical characteristics. The rarity of a property type should also be considered when assessing integrity. As resources associated with this theme are common, the

integrity of eligible properties should be quite high. A slightly greater degree of alterations may not preclude a resource from being eligible, though a building must still retain sufficient integrity to convey its significance, using the guide below.

Criteria	Significance	Integrity Considerations	Registration Requirements
A/1/A, E, F³⁰⁰	<p>A resource eligible under this theme may be significant:</p> <ul style="list-style-type: none"> • For its association with patterns of civic/institutional development in Palm Desert during this period; and/or • As the site of a significant historic event from this period. 	<p>A resource that is significant for its historic association is eligible if it retains the essential physical features that comprised its character or appearance during the period of its association with the important event or historical pattern.³⁰¹ An institutional property from this period should retain integrity of location, design, feeling, and association, at a minimum, in order to convey the important association with the city's development during this period. An institutional property that has lost some historic materials or details may still be eligible if it retains the majority of the features that illustrate its original style and appearance in terms of the massing, spatial relationships, proportion, and fenestration pattern. A resource is generally not eligible if it retains some basic features conveying form and massing, but has lost the majority of features that characterized its appearance during its historical period.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> • Date to the period of significance (1967-1980), and • Retain the essential aspects of integrity, and • Retain enough of its essential physical features to sufficiently convey its association with the historic context.
B/2/B	<ul style="list-style-type: none"> • For its association with a person (or persons) significant in the history of Palm Desert 	<p>A resource that is significant for its association with a significant person should retain integrity of location, design, feeling, and association, at a minimum, in</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p>

³⁰⁰ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

³⁰¹ National Register Bulletin 15.

		order to convey its historic association with a significant individual.	<ul style="list-style-type: none"> • Date to the period of significance (1967-1980), and • Retain the essential aspects of integrity, and • Retain enough of its essential physical features to sufficiently convey its association with the historic context, and • Be directly associated with the notable person's productive period – the time during which she or he attained significance.
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4.8 Context: Architecture and Design, 1910-1980

Palm Desert's built environment represents an array of architectural types and styles that represent different periods in the city's development. Together, these various architectural styles provide Palm Desert with distinctive aesthetic qualities and help to define the community's character.

The most common architectural styles in Palm Desert correspond with major periods in the community's development history. Well before its incorporation, early development of what later became Palm Desert saw the establishment of a few scattered homesteads after the 1862 Homestead Act was passed, with the earliest known properties dating to the 1910s. None of the region's original homesteads or ranching properties remain extant within the modern boundaries of the city. It was not until the late 1930s that a portion of the land that is now Palm Desert was subdivided and a handful of parcels were developed into Palm Village, intended to be a resort-style desert getaway for middle-class Southern Californians. However, development halted during World War II, and a large portion of the area's land was used for military operations.

After the near cessation of construction during World War II, Palm Desert saw its greatest boom during the postwar period, thanks in large part to the Palm Desert Corporation, a real estate conglomerate helmed by Cliff Henderson that began to develop real estate throughout the area, forging the Coachella Valley's first major planned community. In 1951, Palm Desert officially received its name, although it did not incorporate until 1973. Unlike many other Southern California communities, Palm Desert had room to spare for the sprawling single-family residential subdivisions and multi-family residential complexes which would come to characterize postwar development in the region. Beginning in the late 1940s, most of the area's vacant land (formerly date ranches) and former military properties were developed.

Throughout the 1950s and 1960s, development in Palm Desert continued in full swing with extraordinary construction rates between 1956 and 1966 in particular. Large-scale, custom-built, single-family residences in a variety of styles were built but were very few in number compared to developer-built, single-family residence tract subdivisions in Mid-Century Modern and Ranch styles. Multi-family residential development also proliferated during this period, with developers promoting the ease of luxury desert condominium (and condominium-like) living. Commercial and institutional development was also largely Mid-Century Modern in style, taking on characteristics of the Late Modern style beginning in the late 1960s. Suffice to say Modernism was the dominant idiom for nearly all building typologies in Palm Desert, applied by notable local and regional architects.

For each architectural style that this context identifies, a brief discussion of the style and its origins is provided, followed by a list of typical character-defining features. Character-defining features are defined as those visual aspects and physical features that, together, comprise the appearance of a historic building. They generally include "the overall shape of the building, its materials, craftsmanship, decorative details, interior spaces and features, as well as the various aspects of its site and environment."³⁰² The

³⁰² National Park Service, Preservation Brief 17: *Architectural Character: Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving their Character*, prepared by Lee H. Nelson (Washington, D.C.: U.S. Department of the Interior, 1988), 1.

National Park Service’s (NPS) Preservation Brief 17: *Architectural Character – Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving their Character* provides further guidance regarding the identification of character-defining features.

Each of the styles discussed herein is not tailored to a particular property type (though some styles, such as Ranch, may largely be reflected in a single property type). Rather, they are intended to be all-encompassing and applicable to the variety of property types found throughout the city. The table below summarizes the styles discussed in this chapter.

Context	Theme	Sub-Theme
Architecture and Design, 1910-1980	Period Revival	Spanish Colonial Revival
		Pueblo Revival
	Modernism	Early Modern
		Moderne
		Hollywood Regency
		Mid-Century Modern
		Polynesian/“Tiki” Modern
		Late Modern
	Ranch	Minimal Ranch
		Hacienda Ranch
		Contemporary Ranch

Architect and Designer Biographies

The community has an impressive number of buildings designed by notable architects, designers, and prominent local builders. These local and regional practitioners include, but are not limited to, Harold Bissner, Herbert Burns, William Cody, Charles W. Doty, Charles Du Bois, Albert Frey, Richard Harrison, William Krisel, Charles Martin, John P. Moyer, John Outcalt, Warren Frazier Overpeck, William Pereira, Robert Ricciardi, Stanley Ring, George Ritter, Adrian Schwilck, Paul Thoryk, Monte Wenck, Donald Wexler, and Walter S. White. While dozens of architects designed buildings within the timeframe covered by this report, the following list of biographies covers architects and designers who either lived in Palm Desert or primarily practiced architecture in Palm Desert. Some of them, such as Walter S. White, are widely known and well documented, while other architects like Stanley Ring, George Ritter, and Robert Ricciardi are less known. Projects designed by all these architects are interlaced throughout this report. This section is intended to provide a brief overview of Palm Desert’s resident practitioners.

Harold J. Bissner (1901-1988)

Despite never having received a formal architecture education, Bissner became one of the most successful architects in the San Gabriel Valley, gaining notability first with his Spanish Revival designs, and beginning in the 1940s, with his post-and-beam Mid-Century Modern designs, for which he is best known. In 1958, Bissner relocated to Palm Desert for semi-retirement, where he designed (and in some cases developed) a series of Mid-Century Modern condominiums, including Sands and Shadows Unit #1 (1958),

the Halekulani Apartments (1958), and Maui Palms (1958).³⁰³ The following year, he teamed up with the local designer Robert Pitchford to form Bissner & Pitchford, which quickly became a leading local firm, responsible for such projects as the Medical-Arts Building (1962, no longer existent). Bissner was noted for his combining Mid-Century Modernism with Asian and Polynesian influences, his projects occasionally falling into the Tiki Modern sub-style. After this seemingly unexpected phase of his career, Bissner formally retired in 1966 and moved out of Palm Desert.

Charles W. Doty (n.d.)

Despite his relevance to Palm Desert's architectural history, little is known about the personal biography of Charles Doty, who arrived in the community around 1953 and worked as a draftsman for Walter S. White.³⁰⁴ By 1955, Doty was working as an independent architect and designing Mid-Century Modern projects (many with White influences), including the CoCo Cabana Apartments (Palm Springs, 1955) and the Richard Winans house (Rancho Mirage, 1956). Over the next decade, Doty became a leading modern architect in Palm Desert and the Coachella Valley at large, designing a wide range of projects in collaboration with developers like Monte Wenck, Charles White, and even actor William Boyd. In addition to involvement designing subdivisions like Shadow Hills Estates, Doty designed significant custom-built projects like the Continental Six Apartments (1962), Tripalong Apartments (1958, altered), and a commercial building for William Boyd (1960). Doty, in particular, embraced a more playful and popular Mid-Century Modern style, with inventive roof forms, breezeblock, and other design features typical of the Googie sub-theme.

Barry Frost (1899-1968)

Although Frost only lived for a short period in Palm Desert and few of his works remain intact, he was among the earliest resident architects. Frost trained at the University of Michigan and spent the first two decades of his career working in the offices of midwestern architects, before serving in World War Two and relocating to the Coachella Valley around 1947.³⁰⁵ Frost worked with the developer John Harnish on Panorama Ranch, for which he designed two model homes (1949, in various states of alteration) and the Steel-lite Home (1949) in a Mid-Century Modern and Moderne style. Frost's most prominent work was the Palm Desert Community Church (1949-50) designed was imposing beams in a Mid-Century Modern style. Frost, who had established his office in Rancho Mirage, relocated to the Los Angeles area in the early 1950s and designed no further projects in Palm Desert.

Ira Johnson (1934-)

Born in Riverside County, Ira "Bud" Johnson graduated with a degree in architecture from the University of California, Berkeley in 1959 before working under pioneering modernist William F. Cody.³⁰⁶ In 1963, he teamed up with architect George Ritter to form Johnson & Ritter, which lasted about a decade and designed a number of commercial and residential projects in the Coachella Valley. Johnson frequently

³⁰³ Tracy Conrad, "The Architectural Minds Behind Volcano House, Sands and Shadows, *Desert Sun*, December 3, 2023, <https://www.desertsun.com/story/life/history/2023/12/03/palm-springs-history-the-architectural-minds-behind-volcano-house-sands-and-shadows/71770238007/>.

³⁰⁴ "Jan Collier, Charles Doty, Exchange Vows," *Desert Sun*, September 3, 1953.

³⁰⁵ "Barry Frost," AIA Historical Directory, accessed March 2025, <https://aiahistoricaldirectory.atlassian.net/wiki/spaces/AHDAA/pages/36938827/ahd1014899>.

³⁰⁶ Gane, *American Architects Directory*, 455.

worked in a stark Mid-Century Modern style, designing post-and-beam homes and other works such as the Press Building (1964) in Palm Desert.

Charles Martin (1940-2020)

Among a later phase of Palm Desert's architectural practitioners, Charles "Charlie" Martin was among the city's most unique. Raised in the Pacific Northwest, Martin was educated at the University of Washington and attended an "Arcology" workshop by Paolo Soleri in 1964.³⁰⁷ After returning from a distinguished service in the Vietnam War, Martin moved to Palm Desert in the early 1970s and opened a practice. He was noted for his unique Late Modern style which incorporated passive heating and cooling (no doubt a Soleri influence) and solar, including the Robert G. Williamson house (1974) and Martin's own house (1978, altered).

John P. Moyer (1919-n.d.)

John "Jack" Moyer was raised in San Bernardino and educated at Chouinard Art Institute before a distinguished service in World War Two, where he spent two years in Germany as a POW. In 1952, he moved to Palm Desert with his wife Miriam and began practicing architecture in a Mid-Century Modern style. His earliest projects included the Jack Blair house (1956), George Walling house (1956), and a selection of houses for the Palm Desert Highlands subdivision (in various states of alteration), but he quickly became involved with the Palm Springs developer Jack Meiselmam, for whom he designed multiple subdivisions totaling nearly two hundred homes.³⁰⁸ Moyer's most inventive and known house one he designed in Pinyon Crest in 1963 known as "Spider House" for a series of spider beams (one of his signatures) that encased the home. In the 1960s, Moyer designed and developed around a dozen spec homes in Palm Desert his company El Toro Development.

John Outcault (1927-1998)

Raised in Palm Springs, Outcault was trained at USC's distinguished School of Architecture, from which he graduated in 1952. Between 1953 and 1956, he worked in the offices of pioneer firm Clark & Frey before starting his own office in Palm Desert.³⁰⁹ Outcault quickly became a leading architect in the community, where he spent his life and career. In the first two decades of his career, Outcault designed in a quintessential Mid-Century Modern style before turning to Period Revival and Late Modern styles late in his career. While Outcault designed dozens of homes (ranging from custom-built estates to small tracts), he also designed many of Palm Desert's early commercial and civic structures, including the Palm Desert Library (1958-62), Pelgram building (1958), Palm Desert Liquors (1962), and the Living Desert Reserve (1971). His prominent residential projects include Shadowcliff Apartments (1960-61), the Paul Moller house (1962), and the Virgil Pinkley house (1961).

³⁰⁷ "Charles Martin Obituary," *Legacy.com*, 2020, accessed March 2025, <https://www.legacy.com/us/obituaries/thedesertsun/name/charles-martin-obituary?id=8090641>.

³⁰⁸ Tracy Conrad, "History: Meiselman, Moyer Built Innovative Homes that Gave Personality to Palm Springs Area," *Desert Sun*, December 13, 2020, <https://www.desertsun.com/story/life/2020/12/13/history-meiselman-moyer-built-innovative-communities-palm-springs-area/6525524002/>.

³⁰⁹ Jim West, *Palm Desert: An Architectural Tour into Modernism*, 2016, 11.

Ross Patten (1922-1996)

Although not an architect by training, Ross Patten was a local developer responsible for the design of dozens of homes and buildings in Palm Desert. Patten moved to the Coachella Valley in 1956 and soon teamed up with the builder Albert “Duke” Wild to establish the firm Patten & Wild, which both built and developed a variety of properties.³¹⁰ Patten was typically responsible for designing the building while Wild was responsible for overseeing its construction, although the firm did occasionally work with other architects like Christer Barlund. Patten designed around a dozen spec homes in the Shadow Mountain Estates neighborhood, all of which were designed in a Mid-Century Modern style (with the occasional Tiki Modern influence). He was also responsible for the design of various custom buildings, including the George Lingo house (1963), Robert Johnson house (1964), and Cannon Building (1964). Patten & Wild also became known for their work on large custom estates, epitomized by Frank Sinatra’s estate “Villa Maggio” (1970) built by the firm in nearby Pinyon Crest.

Robert Pitchford (1928-2017)

Raised in San Marino, Robert “Bob” Pitchford graduated from the prestigious design school Art Center in 1955 with a degree in automobile design and went on to work as a conceptual designer for the Ford Motor Company for a brief period.³¹¹ In 1957, he settled in the Coachella Valley with his wife Vera with the intent of pursuing architecture, first working in the offices of Rancho Mirage-based architect Jack McCallum. In 1959, Pitchford joined forces with the elder architect Harold J. Bissner to form the firm Bissner & Pitchford, which designed numerous Mid-Century Modern buildings in Palm Desert and the greater region. Pitchford designed a significant selection of Palm Desert condominium developments with Bissner, including the Sands and Shadows Unit #2 (1963), Mountain Shadows (1964) and Village Green (1961). In 1966, the firm dissolved after Bissner’s retirement, and Pitchford went on to a successful career as a designer, responsible for buildings across the Coachella Valley.

Robert Ricciardi (1935-n.d.)

In the decades following his move to the Coachella Valley, Robert “Bob” Ricciardi became one of the region’s most prolific architects, responsible for dozens of significant projects across the region. After graduating from the University of California, Berkeley in 1959 (the same year as fellow architect Ira Johnson), Ricciardi worked in San Francisco for Welton Becket & Associates and Clarence Mayhew before coming to work for both Palm Springs modernists William F. Cody and Donald Wexler.³¹² In 1963, Ricciardi began practicing architecture independently in Palm Desert, designing such Mid-Century Modern works as the Silver Spur Ranch clubhouse (1963) and St. Margaret’s Episcopal Church (1965), both in Palm Desert. From the 1970s onwards, Ricciardi shifted towards a combination of Late Modern and Period Revival architecture, designing works like Prickly Pear Square (1973), Palms-to-Pines Plaza (1971), and Palm Desert Town Center (1980). From clubhouse renovations to custom homes to shopping centers to industrial buildings, Ricciardi’s career was large, varied, and spread across the Coachella Valley.³¹³

³¹⁰ Gloria Greer, “P.D.’s Patten & Wild Build ‘Presidential’ Homes,” *Palm Desert Post*, March 5, 1964.

³¹¹ “Bob Pitchford Obituary,” *Legacy.com*, 2017, accessed March 2025, <https://www.google.com/search?client=safari&rls=en&q=robert+pitchford+obituary+architect&ie=UTF-8&oe=UTF-8>.

³¹² Gane, *American Architects Directory*, 757.

³¹³ Robert Ricciardi AIA portfolio, Historical Society of Palm Desert Collection.

Stanley Ring (n.d.)

While the biography of Stanley Ring is largely unknown, he was among the earliest resident architects in Palm Desert, arriving around 1948 and living in the community for about a decade. He spent a period working for Walter S. White, Palm Desert's foremost architect, but mostly worked as an independent architect, and later in association with engineering firm Bowen & Bowen.³¹⁴ Ring's work in Palm Desert followed a Mid-Century Modern style and includes such prominent projects as the Palm Desert Shopping Center (1956) and the Palm Desert School (1948-49, demolished). In the late 1950s Ring relocated his practice to San Diego.³¹⁵

George J. Ritter (1933-1996)

Born in Oklahoma and educated at Cal Poly San Luis Obispo, Ritter began practicing architecture in the Coachella Valley around 1964 with fellow architect Ira Johnson.³¹⁶ Their firm, Johnson and Ritter, lasted for about a decade, practicing in Mid-Century Modern and Late Modern styles. Ritter lived and worked primarily in Palm Desert, designing such institutional works as the Palm Desert Middle School (with Donald Wexler), Palm Desert High School (with Wexler), and Temple Sinai.³¹⁷ Ritter's most singular project was the Palm Desert house he designed for his family in 1974, a modern structure featuring a raising dining room. Ritter's work was often designed in a Late Modern vocabulary and embraced high-tech features noted of 1970s architecture.

Walter S. White (1917-2002)

Born in San Bernardino, White did not pursue a formal architectural education but instead learned from experience working for architects such as Rudolph Schindler, Harwell Hamilton Harris, and Leopold Fischer, and in the engineering department of Douglas Aircraft for a brief period.³¹⁸ In the mid-1940s, White moved to Palm Springs to work for the firm Clark & Frey, before setting up his own office in the newly built Palm Desert in 1946. White attached himself to the burgeoning community and its developer, the Palm Desert Corporation, ultimately designing dozens of homes and buildings in the area. Working in a modernist vocabulary, White's architecture was distinct while embodying many of the precepts of Desert Modernism, and signature details include pointed rooflines, mitered corner windows, and angled site planning. His most prominent projects in Palm Desert include the Miles C. Bates house (1954-55), the E.W. Stewart house (1953), and the Paulette Herbert Johnson house (1958), in addition to dozens of homes and buildings still existent across the community. Indeed, White was the community's first resident architect and largely responsible for establishing its modernist architectural vision. He moved away from Palm Desert in 1959 and settled in Colorado Springs, Colorado.

³¹⁴ Edith Eddy Ward, "Palm Desert Sunbeams," *Desert Sun*, May 6, 1954.

³¹⁵ "Stanley Ring," *Modern San Diego*, accessed March 2025, <https://www.modernsandiego.com/people/stanley-ring>.

³¹⁶ John F. Gane, ed., *American Architects Directory* (New York: R.R. Bowker Company, 1970), 766.

³¹⁷ George Ritter obituary, *Desert Sun*, April 23, 1996.

³¹⁸ Welter, *Walter S. White*, 13-17.

4.8.1 Theme: Period Revival

By the late 1910s, Period Revival architecture prevailed throughout Southern California. A range of styles associated with Europe and Colonial America inspired Period Revival architecture in the early 20th century. These styles remained a popular choice for residential design through the late 1930s and early 1940s. By World War II, Period Revival architecture had largely given way to styles such as Minimal Traditional, Ranch, and Mid-Century Modern, which were more pared down and embraced more contemporary materials in lieu of references to the past.

4.8.1a Sub-Theme: Spanish Colonial Revival



Example of the Spanish Colonial Revival style: 4481 San Jose Avenue.

Spanish Colonial Revival architecture gained widespread popularity throughout Southern California after the 1915 Panama-California Exposition in San Diego. The exposition's buildings were designed by architect Bertram Grosvenor Goodhue, who wished to go beyond the popular Mission architectural interpretations of the state's colonial past and highlight the richness of Spanish precedents found throughout Latin America. The exposition prompted other designers to look directly to Spain for architectural inspiration. The Spanish Colonial Revival style was an attempt to create a "native" California architectural style that drew upon and romanticized the state's colonial past.³¹⁹

The popularity of the Spanish Colonial Revival style coincided with Southern California's population boom of the 1920s. The versatility of the style, allowing for builders and architects to construct buildings as simple or as lavish as money would permit, helped to further spread its popularity throughout the region. The style's adaptability also lent its application to a variety of building types, including single- and multi-

³¹⁹ Virginia McAlester and Lee McAlester, *A Field Guide to American Houses* (New York: Alfred A. Knopf, 2009), 418.

family residences, commercial properties, and institutional buildings. Spanish Colonial Revival architecture often borrowed from other styles such as Churrigueresque, Italian Villa Revival, Gothic Revival, Moorish Revival, or Art Deco. The style is characterized by its complex building forms, stucco-clad wall surfaces, and clay tile roofs. The Spanish Colonial Revival style remained popular through the 1930s, with later versions simpler in form and ornamentation. Spanish Colonial Revival is a prevalent Period Revival style in Palm Desert and is typically applied to commercial buildings along major commercial corridors, although several single- and multi-family residences throughout the city are also indicative of the style.

Character-defining features of Spanish Colonial Revival architecture include:

- Complex massing with varied and visually interesting forms and volumes
- Asymmetrical façades
- Incorporation of patios, courtyards, loggias, or covered porches and/or balconies
- Low-pitched gable or hipped roofs with clay tile roofing
- Coved, molded, or wood-bracketed eaves
- Towers or turrets
- Stucco wall cladding
- Arched window and door openings
- Single and paired multi-paned windows (predominantly casement)
- Decorative stucco or tile vents
- Details often include the use of secondary materials, including wrought iron, wood, cast stone, terra cotta, and polychromatic tile

4.8.1b Sub-Theme: Pueblo Revival



Example of the Pueblo Revival style: 45125 Panorama Drive.

Pueblo Revival architecture evolved out of California at the turn of the 20th century. The style drew from flat-roofed iterations of Spanish Colonial Revival architecture and the multi-family pueblo dwellings of southwestern Native American groups. Pueblo Revival buildings are characterized by their flat roofs with parapets, projecting wooden roof beams (vigas) that extend through walls, and stucco wall surfaces. As with many Period Revival styles, the architectural idiom reached its height in popularity during the 1920s and '30s in Southern California. In Palm Desert, the Pueblo Revival style is predominately represented in the city's earlier commercial architecture dating to the late 1940s, such as the Desert Magazine Building (1948, Harry Williams). However, a few examples of earlier residential development are also expressed in the Pueblo Revival style.

Character-defining features of the Pueblo Revival style include:

- One story in height
- Flat roofs with parapets
- Stepped-back roof line
- Irregular stuccoed wall surfaces, often earth colored
- Rough-hewn vigas (roof beams)
- Rough-hewn window lintels and porch supports

4.8.2 Theme: Modernism

Modernism is an umbrella term that is used to describe a mélange of architectural styles and schools of design that were introduced in the early 20th century, honed in the interwar years, and ultimately came to dominate the American architectural scene in the decades following World War II. The tenets of Modernism are diverse, but in the most general sense the movement eschewed past traditions in favor of an architectural paradigm that was more progressive and receptive to technological advances and the modernization of society. It sought to use contemporary materials and building technologies in a manner that prioritized function over form and embraced the “authenticity” of a building’s requisite elements. Modernism, then, sharply contrasted with the Period Revival movement that dominated the American architecture scene in years past, as the latter had relied wholly on historical sources for inspiration.

Modernism is rooted in European architectural developments that made their debut in the 1920s and coalesced into what became known as the International style. Championed by some of the most progressive architects of the era – including Le Corbusier of France, and Walter Gropius and Mies van der Rohe of Germany – the International style took new building materials such as iron, steel, glass, and concrete and fashioned them into functional buildings for the masses. These ideas were introduced to Southern California in the 1920s upon the emigration of Austrian architects Richard Neutra and Rudolph Schindler. Neutra and Schindler each took the “machine-like” aesthetic of the International style and adapted it to the Southern California context through groundbreaking residential designs. While Neutra and Schindler were indisputably pioneers in the rise of Southern California Modernism, it should be noted that their contributions dovetailed with the work of figures such as Frank Lloyd Wright and Irving Gill, both of whom had experimented with creating a Modern aesthetic derived from regional sources.

Prior to World War II, Modernism was very much a fringe movement that was relegated to the sidelines as Period Revival styles and other traditional idioms prevailed. Its expression was limited to a small number of custom residences and the occasional low-scale commercial building. However, Americans’

perception of Modern architecture had undergone a dramatic shift by the end of World War II. An unprecedented demand for new, quality housing after the war prodded architects and developers to embrace archetypes that were pared down and replicable on a mass scale. As a whole, Americans also gravitated toward an aesthetic that embraced modernity and looked to the future – rather than to the past – for inspiration, an idea that was popularized by John Entenza’s *Arts and Architecture* magazine and its highly influential Case Study House program. Modern architecture remained popular for the entirety of the postwar era, with derivatives of the movement persisting well into the 1970s.

4.8.2a Sub-Theme: Early Modern



Example of the Early Modern style: 44870 Cabrillo Avenue, the Maryon E. Toole residence by Rudolph Schindler.

Maverick architects such as Irving Gill had been experimenting with new forms and materials in Southern California since the early 20th century, but among the earliest examples of Early Modernism in the Palm Desert region include Rudolph Schindler’s Popenoe Cabin in Indio, constructed in 1922, and Albert Frey’s Kocher-Samson Building in Palm Springs, built in 1934. These and other Early Modern designs constructed in the Coachella Valley between the 1920s and the late 1930s by innovators like John Porter Clark and William F. Cody reflected regional adaptations of stricter European Modern idioms like the International Style.³²⁰ Resources that are associated with this subtheme are notable for not fitting neatly into a stylistic category; rather, their designs reflect the innovative and experimental whims of a small group of nonconformist architects who were seeking to develop a new architectural idiom for Southern California that embraced the use of new materials and technologies. Though constructed later, the Maryon Toole House by early Modernist Rudolph Schindler reflects the experimental approach of this style.

Character-defining features of Early Modern architecture include:

- Horizontal orientation

³²⁰ Leilani Marie Labong, “Desert Modernism Really Started in the Eastern Coachella Valley,” *Palm Springs Life*, July 22, 2023, accessed December 2024, <https://www.palmspringslife.com/desert-modernism-really-started-in-the-eastern-coachella-valley/>; Tracy Conrad, “History: Architect Rudolph Schindler’s strange and varied clients in the desert,” *The Desert Sun*, February 20, 2022, accessed December 2024, <https://www.desertsun.com/story/life/2022/02/20/palm-springs-history-rudolph-schindlers-strange-clients-desert/6850679001/>.

- Geometric volumes, often intersecting at angles
- Experimental use of materials (such as concrete, gunite, textile block, redwood)
- Windows arranged in bands, often terminating at corners
- Casement windows, metal or wood sash

4.8.2b *Sub-Theme: Moderne*



Example of the Moderne style: 74116 Fairway Drive.

Moderne architecture, commonly reflected in the sub-styles of Streamline Moderne, PWA Moderne, or, in its later iterations, Late Moderne, materialized during the Great Depression when the highly stylized Art Deco mode had become perceived as excessive and overly flamboyant. The architectural idiom was relatively inexpensive to build due to its lack of ornamentation and use of less labor-intensive building materials such as concrete and plaster. Inspired by the industrial designs of the time, the Moderne style was popular throughout the country in the late 1930s and continued to be applied, primarily to commercial and institutional buildings, through the mid-1940s. Moderne architecture is characterized by its sleek, aerodynamic form and horizontal emphasis.

Character-defining features of Moderne architecture include:

- Horizontal emphasis
- Flat roofs with parapets
- Smooth, typically stucco wall surfaces
- Curved wall surfaces
- Steel fixed or casement windows, sometimes located at corners
- Horizontal moldings (speedlines)

4.8.2c Sub-Theme: Hollywood Regency



Example of the Hollywood Regency style: 46100 Verba Santa Drive.

The Hollywood Regency style charted a parallel course to the Art Deco and Moderne styles but, unlike these styles, remained popular during the post-World War II period through a stylistic shift into the Late Hollywood Regency idiom. It shares contextual roots with the associated Deco/Moderne movement in that it aspired to be “conservatively modern,” taking well-established architectural precedents and updating them with stripped-down Modern elements. However it also drew more explicitly on Neoclassicism and assumed a more historicist appearance. Hollywood Regency style buildings exhibited the overarching sense of horizontality and flat or low profile roof forms that characterized the International style, and applied abstracted Classical motifs like fluting and reeding that were hallmarks of the Moderne styles.

The Regency’s unequivocal center of gravity was Southern California. Its ascent is closely associated with the Golden Era of Hollywood in the 1920s and 1930s. The aesthetic was eventually dubbed “Hollywood Regency,” which both acknowledged the historical traditions within which it was rooted, but also called attention to its modern aspirations. By the mid-1930s, Hollywood Regency had emerged as one of, and by some accounts, the preferred idiom for the large estates that were built as the personal residences of prominent figures within the Hollywood motion picture industry.

In the postwar era, the Hollywood Regency style experienced a stylistic shift wherein it became more extrapolated, theatrical, and expressive in form and appearance, but continued to evince a sense of social

status and resonated with the class-conscious.³²¹ This metamorphosis is generally attributed to the work of John “Jack” Elgin Woolf, an actor-turned-architect who worked almost exclusively in the Hollywood Regency and perpetuated its popularity in the postwar years. Woolf tweaked and contorted the tenets of the Hollywood Regency style, focusing less on balanced and delicate proportions and instead honing in on elements that provided buildings with a flamboyant appearance. His trademark style featured strict symmetry, over-scaled front doors, and mansard roofs, as well as dramatic applied ornamentation. Although the Hollywood Regency style is minimally represented in Palm Desert, the Woolf-designed Marrakesh Country Club represents an excellent multi-family residential example of the style, along with several extant examples in the Purple Hills Estates development, designed by Charles Du Bois.

Character-defining features of Hollywood Regency architecture include:

- Symmetry of design
- Steeply-pitched mansard roofs
- Smooth wall surfaces, primarily stucco
- Tall, narrow windows and doors, often with arched or segmental arched openings
- Use of Neoclassical ornament and design elements, such as double-height porches, thin columns, pediments, fluted pilasters, and balconettes with iron railings
- If Late Hollywood Regency: over-scaled front doors with decorative surrounds, and exaggerated applied ornament, such as oval niches, sconces, lanterns, and freestanding urns

4.8.2d Sub-Theme: Mid-Century Modern



Example of the Mid-Century Modern style: 73860 Shadow Mountain Drive. “Continental 6” multi-family property designed by Charles Doty.

³²¹ Adamo DiGregorio and David A. Keeps, “A Grand Entrance: Take 2,” *Los Angeles Times*, June 12, 2003.

“Mid-Century Modern” is a broad term that is used to describe the various derivatives of Modern architecture that flourished in the post-World War II period. These include postwar adaptations of the International Style, post-and-beam construction, and more organic and expressive interpretations of the Modern architectural movement. Mid-Century Modernism was popular between the mid-1940s and early 1970s.³²² It proved to be a remarkably adaptable and versatile idiom that was expressed through an array of property types ranging large-scale housing tracts, to commercial buildings, to civic and institutional properties. Its aesthetic was incorporated into both high-style buildings and the local vernacular and was employed by architects and developer-builders alike.

Mid-Century Modernism is rooted in various experiments in Modern architecture that were introduced in the early 20th century. The International Style, which came out of Europe in the 1920s, introduced a cogent approach to design that was characterized by simple geometric forms, smooth wall surfaces, the honest expression of structure and materials, and the absence of superfluous ornament.³²³ At about the same time, a small group of maverick American architects including Frank Lloyd Wright and Irving Gill were also dabbling in experimental new forms, methods, and materials in their quest to develop an original style of American architecture.³²⁴ Mid-Century Modernism draws upon these earlier paradigms and is emblematic of how the principles of Modernism were adapted to the conditions of post-World War II life. Over time, architects took the basic tenets of the International Style and similar experiments in domestic Modernism, augmented them, and developed dialects of Modernism that were both rational and sensitive to their respective physical and cultural contexts.

In Southern California, Mid-Century Modern architecture was prevalent between the mid-1940s and mid-1970s. While the style was a favorite among some of Southern California’s most influential architects, its minimal ornamentation and simple open floor plans lent itself to the mass-produced housing developments of the postwar period. Mid-Century Modern architecture typically incorporated standardized and prefabricated materials that also proved well-suited to mass production. Subsets of the Mid-Century Modern style include Googie, which is a highly exaggerated, futuristic aesthetic, typically employing upswept or folded plate roofs, curvaceous, geometric volumes, and neon signage, and Mimetic, which is characterized by its application of objects or forms that resemble something other than a building. The Mid-Century Modern style and its subsets were broadly applied to a wide variety of property types ranging from residential subdivisions and commercial buildings to churches and public schools.

Due in large part to its population explosion and economic prosperity in the post-World War II period, the Coachella Valley has a notable and diverse concentration of Mid-Century Modern architecture. Beginning first in Palm Springs, variants of the style were implemented by distinguished local architects including William Cody, Albert Frey, John Porter Clark, Donald Wexler, and E. Stewart Williams, as well as Los Angeles-based architects Dan Palmer, William Krisel, and Charles Du Bois who also frequently worked in

³²² SurveyLA, Citywide Historic Context Statement Summary Tables, “Architecture and Engineering, 1850-1980,” prepared by Architectural Resources Group and ICF International for the City of Los Angeles, Department of City Planning, Office of Historic Resources (2021).

³²³ Natalie W. Shivers, “Architecture: A New Creative Medium,” in *LA’s Early Moderns: Art/Architecture/ Photography* (Los Angeles: Balcony Press, 2003), 132.

³²⁴ Shivers, “Architecture: A New Creative Medium,” 124.

the desert. These postwar architects developed what became known as “Desert Modernism,” and collectively they made up the Palm Springs School of Architecture “that was born from international Modernism but matured into a fundamentally regional style, fostered in part by Art and Architecture magazine’s pivotal Case Study Program (1945-1966), along with specific local conditions.”³²⁵ The style gained popularity among speculative real estate developers, contractors, and architects “because its use of standardized, prefabricated materials permitted quick and economical construction. Desert Modernism quickly took root throughout the Valley, and soon became the predominant architectural style in Palm Desert in the postwar years. As such, the style is represented in almost every property type, from single-family residences to commercial retailers and banks to gas stations.”³²⁶ Notable Palm Desert architects working in the style included John Outcalt, Walter S. White, Charles W. Doty, Harold Bissner, and Robert Ricciardi, among many other designers and buildings working throughout the desert at the time.

Character-defining features of Mid-Century Modern architecture include:

- Simple, geometric building forms of one- or two-story configuration with horizontal massing
- Expressed post-and-beam construction, typically in wood or steel, sometimes with concrete and glass elements
- Flat or low-pitched roofs, sometimes with cantilevered canopies; or bold geometric building forms and motifs that abstractly reference nature (i.e., butterfly, A-frame, folded plate, or barrel vault roofs)³²⁷
- Wide overhanging eaves
- Horizontal elements such as fascias that cap the front edge of the flat roofs or parapets
- Stucco wall cladding and accents at times used in combination with other textural elements, such as wood, brick, steel, concrete, or stone
- Aluminum windows grouped within horizontal frames
- Oversized decorative elements or decorative face-mounted light fixtures
- Integrated landscapes, often in the form of courtyards, atriums, or plazas
- Decorative screen walls comprising ornamental concrete blocks (bris-soleil) or concrete masonry units

³²⁵ Historic Resources Group, “Citywide Historic Context Statement and Survey Findings,” prepared for the City of Palm Springs (2016), 322; “Desert Modernism Style,” Visit Palm Springs, February 14, 2022, accessed November 1, 2023, <https://visitpalm Springs.com/desert-modernism-2/>.

³²⁶ Historic Resources Group, 322.

³²⁷ Architectural Resources Group, “City of La Cañada Flintridge Historic Resources Inventory Update – Survey Report,” prepared for the City of La Cañada Flintridge, Community Development Department (2021), 43-44.

4.8.2e Sub-Theme: Polynesian/"Tiki" Modern



Example of the Polynesian/"Tiki" Modern style: 45900 Ocotillo Drive, Maui Palms, designed by Harold Bissner.

An interest in Hawaiian culture first appeared in Southern California as early as the Hawaiian music craze during the 1920s and proliferated in the 1940s and '50s with Hawaiian-themed bars such as Clifton's Cafeteria, Coconut Grove, Trader Vic's Lounge, Tonga Hut, and Don the Beachcomber emerging in the Los Angeles area. Heightened by the United States' involvement in the Pacific theater during World War II and subsequent opportunities for air travel during the 1950s, interest in Hawaiian culture amongst Southern Californians soared and began to infiltrate local architectural styles by the late 1950s.³²⁸ As a destination marketed toward luxury and leisure, Palm Desert architects were able to easily integrate Hawaiian-influenced architectural features into their designs to support the desert community's ethos of resort-style living. This new thematic style became known as Polynesian/"Tiki" or "Tiki" architecture locally, and was used by architects like Harold Bissner and Charles Du Bois to complement and diversify the overarching Mid-Century Modernism style of their residential work.

Character-defining features of the Polynesian/"Tiki" style include the following:

- Dramatic A-frame roofs, often extending to the ground
- Often includes front door or front gate on A-frame facade

³²⁸ SurveyLA, Citywide Historic Context Statement, "Architecture and Engineering, 1850-1980; Theme: Exotic Revival, 1900-1980," prepared by GPA Consulting for the City of Los Angeles, Department of City Planning, Office of Historic Resources (2015), 29-33.

- Application of wood or thatch on exteriors
- Steeply pitched roofs with forward-slanting, front-facing gables
- Exposed rafter and roof beams, outriggers with sweeping or curved lines
- South-Pacific inspired imagery i.e., tiki heads, canoes, torches, birds, etc.
- Tropical landscaping i.e., lagoons, waterfalls, palm trees, and other plants³²⁹

4.8.2f *Sub-Theme: Late Modern*



Example of the Late Modern style: 73009 Joshua Tree Street.

Late Modern is a broad term that is used to describe an iteration of Modern architecture that came of age between the mid-1950s and 1970s. Compared to their Mid-Century Modern predecessors, which stressed simplicity and authenticity, Late Modern buildings exhibited a more sculptural quality that included bold geometric forms, uniform glass skins on concrete surfaces, and sometimes a heightened expression of structure and system. Subsets of the Late Modern style include New Formalism, which integrates classical elements and proportions, and Brutalism, which typically features exposed, raw concrete (*béton brut*) and an expression of structural materials and forms. Late Modern architecture was almost always applied to commercial and institutional buildings and is associated with noted architects such as Marcel Breuer, Philip Johnson, and Cesar Pelli. Late Modern typically took the form of commercial and institutional properties along major thoroughfares in Palm Desert, such as retail shops, banks, and churches.

Character-defining features of Late Modern architecture include:

- Bold geometric volumes

³²⁹ SurveyLA, "Architecture and Engineering, 1850-1980; Theme: Exotic Revival, 1900-1980," 33.

- Modular design dictated by structural framing and glazing
- Unrelieved wall surfaces of glass, metal, concrete, or tile
- Unpainted, exposed concrete surfaces
- Unapparent door and window openings incorporated into exterior cladding or treated exterior form
- Minimal ornamentation

4.8.3 Theme: Ranch

Ranch style architecture first appeared in Southern California in the 1930s. Inspired by the Spanish and Mexican-era *haciendas* of Southern California and the vernacular, wood-framed farmhouses dotting the landscape of Northern California, Texas, and the American West, the style projected an informal, casual lifestyle that proved to be immensely popular among the American public. Early iterations of the Ranch style tended to be large, sprawling custom residences that were designed by noted architects of the day. However, after World War II, Ranch style architecture was pared down and also became a preferred style for economical, mass-produced tract housing. By some estimates, nine of every ten new houses built in the years immediately after World War II embodied the Ranch style in one way or another. The style remained an immensely popular choice for residential architecture – and was occasionally adapted to commercial and institutional properties as well – until it fell out of favor in the mid-1970s.³³⁰

Cliff May, commonly referred to as “father of the Ranch house,” propelled the style into the public consciousness and, although he did not invent the ranch house, he is the figure most closely associated with the typology’s early popularization. May developed his own distinctive aesthetic that was characterized by open and free-flowing interior plans, a blending of interior and exterior spaces, and a hand-hewn character. Early designs were custom and sprawling, but in the early 1950s, May, in collaboration with the architect Chris Choate, devised a much smaller, scaled-down interpretation of his trademark California Ranch house that was based on a modular plan and could be replicated on a much larger scale. Averaging 950 square feet, these houses are notable for their innovative manufacturing and distributing system; whereas May and Choate designed the models and determined their specifications, the houses’ construction was franchised out to individual builders. Marketed as the “Cliff May Homes,” these economical Ranch houses were constructed in residential tracts across the nation, with notable examples in the Palm Desert area. The majority of residential development in Palm Desert occurred after World War II, and as a result, a large portion of single-family dwellings in the city are characterized by the Ranch style. Most architects and builders working in Palm Desert during the postwar years had a hand in designing Ranch homes at one point or another, particularly in the modern Contemporary Ranch style, including Walter S. White, John Outcault, Henry Eggers, Philip Boyd, Adrian Schwilck, and Sol Lesser.

³³⁰ SurveyLA, Citywide Historic Context Statement, “Architecture and Engineering, 1850-1980; Theme: The Ranch House, 1930-1975,” prepared by Architectural Resources Group and ICF International for the City of Los Angeles, Department of City Planning, Office of Historic Resources (2015), 3-5.

4.8.3a Sub-Theme: Minimal Ranch



Example of the Minimal Ranch style (altered): 73305 Joshua Tree Street (Carl and Edna Henderson Residence).

Minimal Ranch is a term used to describe pared down versions of the Traditional Ranch house, a residential style of architecture that made its debut in the 1930s and is what is generally considered to be the “quintessential Ranch house.” Like their more ornate counterparts, Minimal Ranches were almost always expressed in the form of a one-story, single-family house, although the style was occasionally adapted to commercial and institutional properties in the postwar era. Beginning in the late 1930s, Minimal Ranch houses offered a more affordable and easily mass-produced option for early tract developers and homebuyers alike. Pioneering the mass production of Minimal Ranch housing in Southern California were merchant builders Fred Harlow and Fritz Burns, who developed entire new Ranch style communities across Los Angeles and the San Fernando Valley in the late 1930s and early 1940s. Their homes took the expressed form and aesthetic of the custom Ranch houses that had been designed by Cliff May and his contemporaries and simplified them, producing a much more modest interpretation of the Ranch house that was modular and easy to produce at a large scale. Harlow and Burns’ developments set a precedent for the mass production of Minimal Ranch housing in the postwar years; the intersection of Ranch style architecture and mass-produced housing reflected the aesthetic preferences and cultural affiliations of homebuyers at the time who aspired to own Ranch homes that were associated with affluence and high style design, but at a more affordable cost.

After World War II, many architects struggled to work within the confines of the commercial building industry. As a result, Southern California’s Ranch houses were typically designed and built by local contractors rather than by architects, a trend that further proliferated the production of Minimal Ranch homes. Highly efficient and adaptable in comparison to Traditional Ranches, these houses were typically built to conform to FHA design guidelines as to attain eligibility for federal home loans. Elements like simple square or rectangular footprints; open, free-flowing interior plans; wall materials that lacked variation; and minimal ornament ensured mass-produced Minimal Ranch houses were easy to

standardize and manipulate while still able to accommodate a wide variety of personal tastes.³³¹ Palm Desert boasts several postwar examples of Minimal Ranch tract development, such as the Holiday Ranch Homes developed by Monte Wenck and Charles White situated just south of Highway 111.

Character-defining features of the Minimal Ranch style include:

- One-story configuration (two-story Ranch houses are rare)
- Asymmetrical composition with one or more projecting wings
- Horizontal massing
- Simple square or rectangular floor plans
- Free-flowing interiors
- Low-pitched gable or hipped roof
- Wide eaves and exposed rafter tails
- Brick or stone chimneys
- Combination of simple wall cladding materials
- One or more picture windows
- Restrained ornamentation
- Attached garage

4.8.3b *Sub-Theme: Hacienda Ranch*



Example of the Hacienda Ranch style: 45739 Verba Santa Drive.

³³¹ SurveyLA, "Architecture and Engineering, 1850-1980; Theme: The Ranch House, 1930-1975," 10, 16-18.

Hacienda Ranch architecture represents a variant of the broader Traditional Ranch style. Like Traditional Ranches, Hacienda Ranches emerged in the 1930s and were awash in historical references associated with the vernacular architecture of 19th century California and the American West, and generally took on a distinctive, rusticated appearance. As their name implies, Hacienda Ranches were designed to loosely resemble the haciendas of 19th century California, with features such as clay tile roofs, roughly textured stucco exteriors, and deeply-inset windows indicative of adobe construction. This sub-style of the Ranch house was first erected when California was under Spanish rule from 1769-1821, and later gained prominence under Mexican rule (1821-1848).

Typically, Hacienda Ranches embodied characteristics of the vernacular architecture of Spain, with features like adobe walls, low pitched shed or gabled roofs, decorative wood window grilles called *rejas*, and lattices known as *celosías*. Hacienda Ranch homes broke from the symmetrical formality that was typical of other styles popular at the time (i.e., the various Period Revival styles), instead emulating more asymmetrical or “rambling” horizontal forms that were configured inward and opened to a courtyard area. Their simple designs conveyed a sense of rusticity and authenticity that re-popularized the style in the early 20th century when the American public began to have a renewed interest in its collective past and Colonial-era roots. By the late 1930s, the “Mexican Hacienda” had become Ranch house pioneer Cliff May’s preeminent interpretation of the Ranch architectural style. Several Hacienda Ranch homes remain extant in Palm Desert, where the style’s horizontal form and earthen materiality effortlessly reflect the ranching history and desert environment of the Coachella Valley.

Character-defining features of the Hacienda Ranch style include:

- One-story configuration (two-story Ranch houses are rare)
- Asymmetrical composition with one or more projecting wings
- Horizontal massing
- Adobe or adobe brick construction
- Low-pitched gable or shed roof
- Clay tile roof cladding
- Wide eaves and exposed rafter tails
- Clay tile roofs
- Brick or stone chimneys
- Troweled stucco walls
- Deeply inset windows and doors
- Hewn lintels
- Grilles (*rejas*) and lattices (*celosías*)

4.8.3c Sub-Theme: Contemporary Ranch



Example of the Contemporary Ranch style: 73436 Tamarisk Street.

Contemporary Ranch architecture emerged after World War II. Buildings designed in the style took on the basic form, configuration, and massing of the Traditional Ranch house, but instead of historically inspired treatments and details that characterized various Period Revival styles, they incorporated the clean lines and abstract geometries associated with Modernism. The Contemporary Ranch style offered an alternative to the Traditional Ranch house and was applied to scores of residential buildings constructed between the mid-1940s and 1970s.

Like the Traditional Ranch houses from which it is derived, the Contemporary Ranch style is almost always expressed in the form of a one-story, single-family house. In lieu of the historicist references and rusticated features that are associated with the Traditional Ranch style, Contemporary Ranch houses exhibit abstract geometries and contemporary details that are most often seen in Mid-Century Modern architecture. Post-and-beam construction was common; carports often took the place of garages; exterior walls tended to be clad in a more simplistic palette composed of stucco and wood; roofs were of a lower pitch and were often more expressive or flamboyant in form; and ornament tended to be more abstract in character and was applied more judiciously. Oriental and Polynesian-inspired motifs were often incorporated into the design of Contemporary Ranch houses.³³² Contemporary Ranches are among the most popular residential style throughout Palm Desert.

- Character-defining features of Contemporary Ranch style architecture include:
- One-story configuration (two-story Ranch houses are rare)

³³² SurveyLA, "Architecture and Engineering, 1850-1980; Theme: The Ranch House, 1930-1975," 17-20.

- Asymmetrical composition with one or more projecting wings
- Horizontal massing and abstract form
- Post-and-beam construction
- Low-pitched gable or hipped roof, sometimes with expressionist qualities
- Combination of wall cladding materials, generally including stucco and wood siding
- Windows and doors are generally treated as void elements
- Abstract ornamental details
- Incorporation of East Asian and Polynesian motifs is common
- Carports are common and often take the place of an attached garage

Evaluation Guidelines: Architecture and Design, 1910-1980

Summary

Resources evaluated under this context and its various subthemes are significant as excellent examples of their architectural styles, types, period, or method of construction; and/or for representing the work of a significant architect or builder; and/or for possessing high artistic or aesthetic values; and/or for representing the last, best remaining example of a type or style that was once common in a neighborhood or the City but is now increasingly rare. Some designed landscapes may also be significant under this context as exceptional examples of landscape architecture. This context applies to residential, commercial, and civic/institutional property types in Palm Desert, and is applicable to both individual properties and historic districts.

Associated Property Types

- Residential (including all sub-types)
- Commercial (including all subtypes)
- Institutional (including all subtypes)
- Historic Districts

Property Type Summary

Significant examples of architectural styles were applied to all types of properties. In Palm Desert examples include single-family residences; multi-family residences; commercial buildings like banks, office buildings, restaurants, and retail buildings; and institutional properties like government buildings, clubhouses, schools, and churches. Concentrations of buildings that collectively convey a significant representation of architectural style(s) or type(s) may be identified as historic districts.

Geographic Location

Citywide.

Period of Significance

The period of significance for this context spans the entirety of Palm Desert's modern development history between 1910 and 1980.

Integrity Considerations

An individual property that is significant must also retain certain aspects of integrity in order to express its historic significance. Determining which aspects are most important to a particular property type requires

an understanding of its significance and essential physical characteristics. The rarity of a property type and of an architectural style should also be considered when assessing integrity. In general, properties being evaluated for their architectural significance are held to a higher integrity threshold than those being evaluated under other contexts. The following is a guide.

Criteria	Significance	Integrity Considerations	Registration Requirements
C/3/C, D³³³	<p>An individual property eligible under this theme may be significant:</p> <ul style="list-style-type: none"> • As an excellent embodiment of an architectural style, type, period, or method of construction; and/or • As the notable work of a master architect, designer, or builder; and/or • For possessing high artistic or aesthetic values; and/or • As one of the last, best remaining examples of a type or style in a neighborhood or the City that is increasingly rare. 	<p>An individual property significant for its architecture is eligible if it retains most of the physical features that constitute its style or technique.³³⁴ It should retain integrity of design, materials, workmanship, and feeling, at a minimum, in order to be eligible for its architectural merit. A property that has lost a few historic materials or details may still be eligible if it retains the majority of the features that illustrate its original style and appearance in terms of the massing, spatial relationships, proportion, pattern of windows and doors, texture of materials, and ornamentation. A resource is generally not eligible if it retains some basic features conveying form and massing but has lost the majority of features that originally characterized its style or type.</p>	<p>To be eligible under this theme, a resource should, at a minimum:</p> <ul style="list-style-type: none"> • Represent an excellent or influential example of an architectural style(s) or type, and/or • Be associated with a significant architect or designer, and • Retain the essential character-defining features of the style or type, and • Retain the essential aspects of integrity.
C/3/C, D, F	<p>A historic district eligible under this theme may be significant:</p> <ul style="list-style-type: none"> • For embodying distinctive characteristics of an 	<p>In order for a historic district to be eligible for designation, the majority (51%) of the components within the district boundaries must possess integrity, as must the district as a whole. Integrity of design, setting, materials,</p>	<p>To be eligible under this theme, a historic district should, at a minimum:</p> <ul style="list-style-type: none"> • Represent an excellent or influential concentration of an

³³³ Eligibility criteria are listed in the following order: federal (National Register), state (California Register), local (Palm Desert).

³³⁴ National Register Bulletin 15.

	<p>architectural style, type, period, or method of construction; and/or</p> <ul style="list-style-type: none"> • As a valuable example of the use of indigenous materials or craftsmanship; and/or • As the notable work of one or more master architects, designers, or builders; and/or • For conveying a sense of historic or architectural cohesiveness through its design, setting, materials, workmanship or associations 	<p>workmanship, and feeling must be strongly present in the district overall, and it should convey a strong sense of time and place.</p> <p>A contributing building must retain integrity of design, setting, materials, and workmanship to adequately convey the significance of the historic district. In general, minor or reversible alterations or in-kind replacement of original features and finishes are acceptable within historic districts. Significant alterations that change the massing, form, roofline, or fenestration patterns of an individual building, alter the original design intent, or that are not reversible may result in non-contributing status for an individual building. In order for a historic district to retain integrity, the majority (51% or more) of its component parts should contribute to its historic significance.</p>	<p>architectural style, type, period, or method, and/or</p> <ul style="list-style-type: none"> • Be associated with a significant builder, architect or designer, and • Retain the majority (51% or more) of the contributors reflecting the architectural style(s), and • Retain the essential aspects of integrity.
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5. Reconnaissance Survey Findings

5.1 Summary of Reconnaissance Survey Findings

243 resources were identified in the reconnaissance survey phase as potentially eligible for designation, including:

- 213 individual resources
- 30 groupings of resources (potential historic districts)

Potentially eligible resources identified in the survey, both individuals and districts, are depicted in **Appendix C: Reconnaissance Survey Findings Map** and listed in **Appendix D: Reconnaissance Survey Findings Property List**.

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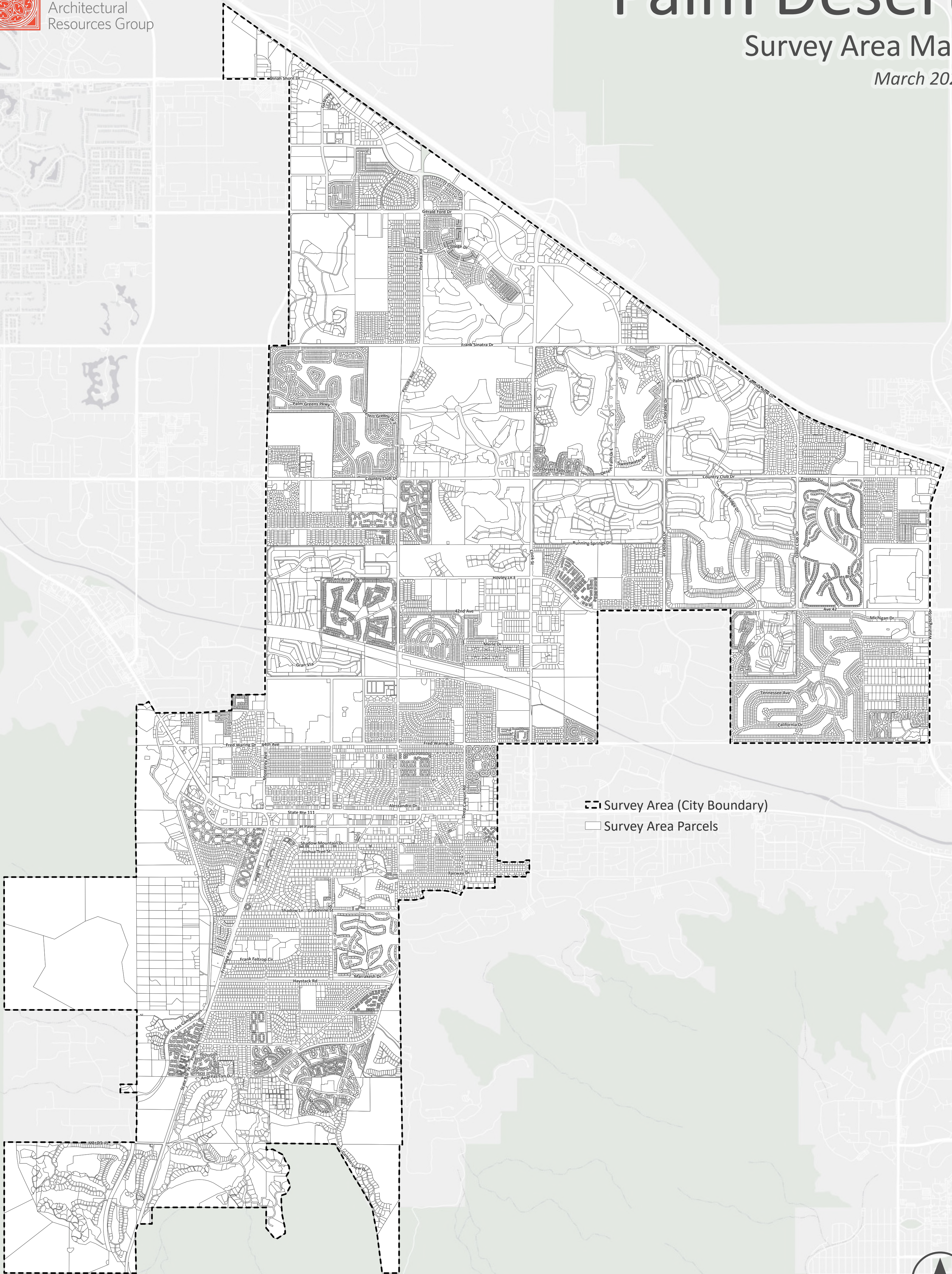
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Survey Area Map

March 2025



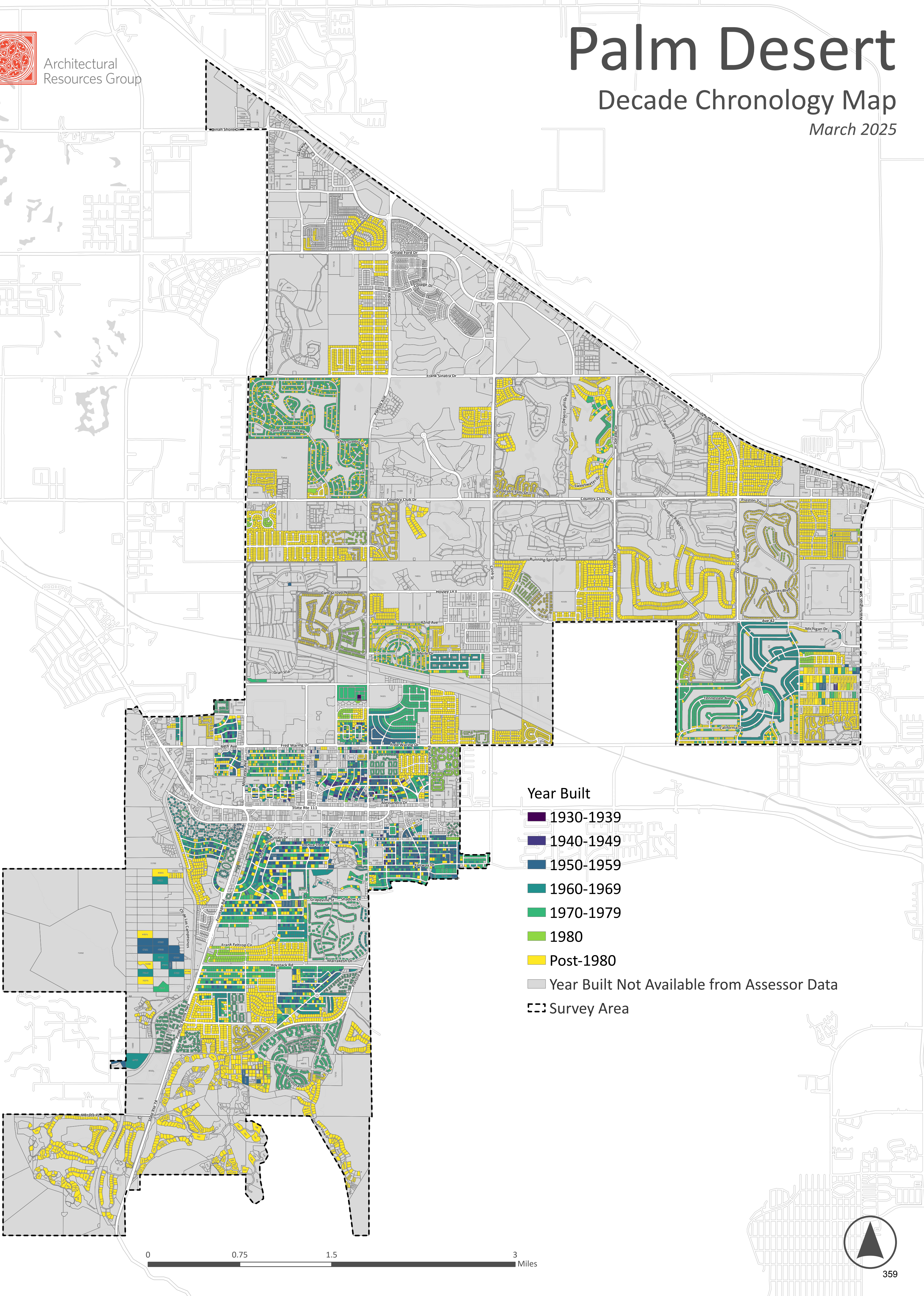


Architectural
Resources Group

Palm Desert

Decade Chronology Map

March 2025



Year Built

- 1930-1939
- 1940-1949
- 1950-1959
- 1960-1969
- 1970-1979
- 1980
- Post-1980
- Year Built Not Available from Assessor Data
- Survey Area

0 0.75 1.5 3 Miles

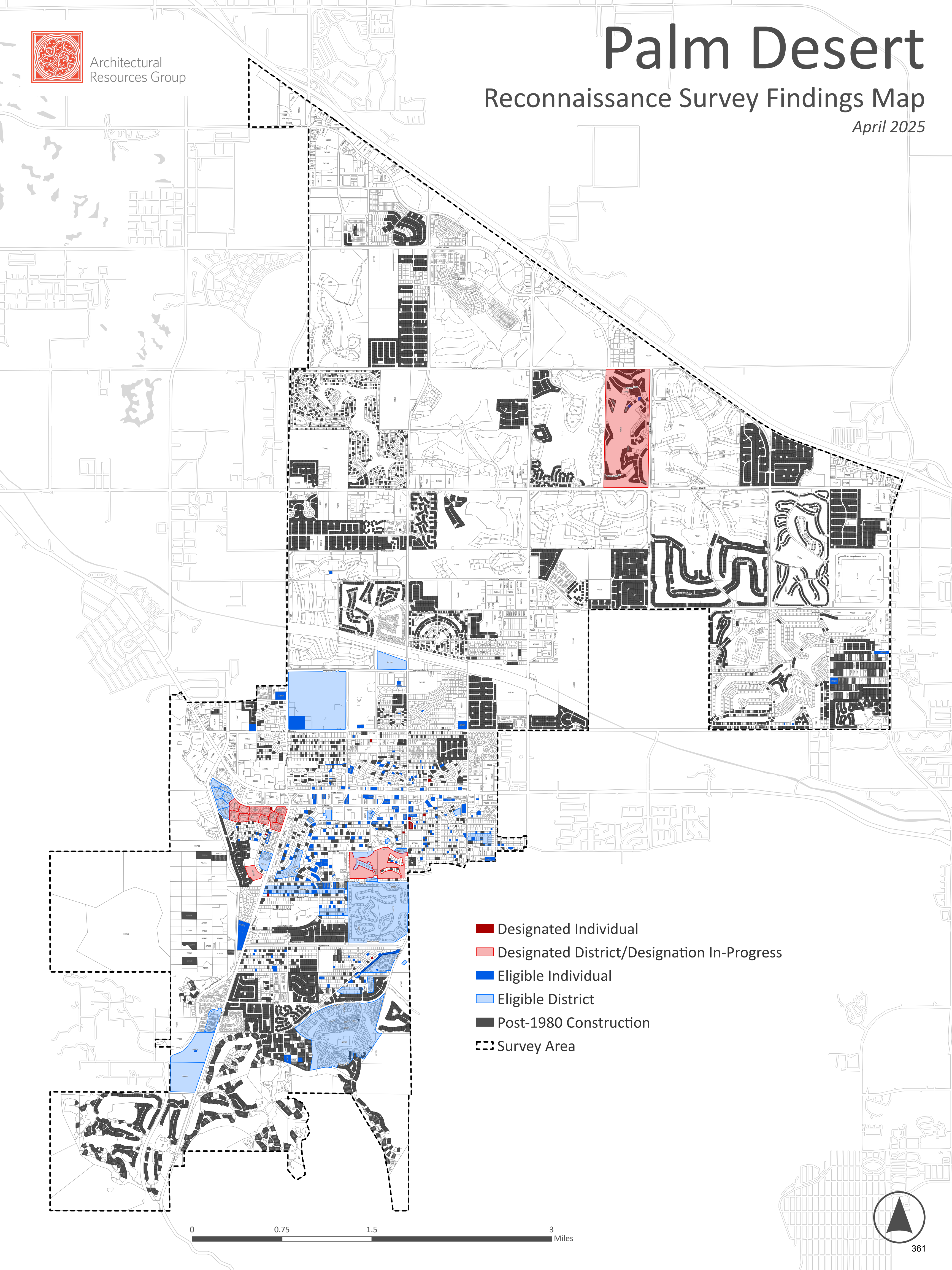




Palm Desert

Reconnaissance Survey Findings Map

April 2025



- Designated Individual
- Designated District/Designation In-Progress
- Eligible Individual
- Eligible District
- Post-1980 Construction
- Survey Area

0 0.75 1.5 3 Miles



APN	Number	Street	Name	Year Built	Source	Property Type	Architectural Style	Architect	Builder	Orig Owner	Context	Theme	Criteria	Notes
640301002	72763	Beavertail St		1957	Assessor	Residential	Mid-Century Modern	White, Walter S.		Anderson, Tom T.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
640301005	72809	Beavertail St		1952	Assessor	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
628192005	72895	Bel Air Rd		1958	Assessor	Residential	Mid-Century Modern	Moyer, John P.		Walling, George	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	Designed by architect John P. Moyer, this was the residence of George Walling. In 1955, Walling also hired Moyer to design his home on Shadow Lake. (Source: Desert Sun)
628192006	72907	Bel Air Rd	Hal Kapp house	1962	Assessor	Residential	Mid-Century Modern	Outcalt, John			Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	Designed by John Outcalt for Hal Kapp. Kapp hires Outcalt to design him another house on Somera in 1965. Featured in a 1962 edition of the LA Times Home Magazine. (Source: UCSB Finding Aid) (Photos: LA Times 11/25/62)
655043005	73341	Broken Arrow		1963	Building Permit No. 85633	Residential	Mid-Century Modern	Harrison, Richard		Silver Spur Ranch	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
655082002	73630	Broken Arrow		1964	Assessor	Residential	Mid-Century Modern	Harrison, Richard			Architecture & Design, 1910-1980	Modernism	C/3/C,D	
655042001	73271	Buckboard Tr	Paulette Johnson house	1959	Building Permit No.40840	Residential	Mid-Century Modern	White, Walter		Johnson, Herbert and Paulette	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	
655042002	73291	Buckboard Tr		1958	Assessor	Residential	Ranch	Kaltenback, Earl	Evan Wood Construction Co.	Roberts Desert Co.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Ranch	A/1/A,F; C/3/C,D	Ranch style model home for Silver Spur
622191004	43711	Buena Cir		1962	Building Permit No. 80196	Residential	Mid-Century Modern	California Building & SuPPy	California Building & SuPPy	Conte, Robert	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630072013	72976	Bursera Way		1963	Assessor	Residential	Mid-Century Modern		Fetkete, A.L.	Fetkete, A.L.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625171002	74078	Candlewood St		1956	Assessor	Residential	Mid-Century Modern	White, Walter S.	Beck, Clarence	Bingaman, John W.	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	Partially visible from public ROW
625171006	74134	Candlewood St		1959	Assessor; Building Permit No. 36431	Residential	Mid-Century Modern	Outcalt, John		Hathern, Holger	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627131016	73896	Catalina Way		1956	Assessor; Building Permit No. 35242	Residential	Mid-Century Modern	White, Walter S.	M.L. Beard	Hartley, A.L.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625175005	74196	Chicory St		1950	Assessor	Residential	Mid-Century Modern	White, Walter S. (possible)			Architecture & Design, 1910-1980	Modernism	C/3/C,D	Attributed to Walter S. White.
625194012	74338	Chicory St		1955	Assessor	Residential	Mid-Century Modern		Schwlick, Adrian and Mercedes	Schwlick, Adrian	Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A,F; B/2/B	Owned, built and designed by developer Adrian Schwlick. This was he and Mercedes Schwlick's residence. (Source: Desert Mod Cat permits)
625195007	74371	Chicory St		1957	Owner, Assessor	Residential	Mid-Century Modern		Desert Barnum-Vale Development	Desert Barnum-Vale Development	Diversified Development, 1957-1966	Residential Development, 1957-1966	A/1/A,F	
622060037	261	Cordoba Way	Desert Squire Ranch	1957	Assessor	Residential	Ranch							Research indicates the 1957 Desert Squire Ranch house is extant within Monterey CC. No access, no visibility.
625203008	74110	Covered Wagon		1962	Assessor	Residential	Mid-Century Modern	Kaptur, Hugh	Welsh, H.F.	Welsh, H.F.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625062025	74126	De Anza Way		1956	Assessor; Building Permit No. 26660	Residential	Mid-Century Modern	Whyte, Ralph K.	Whyte, Ralph K.	Whyte, Ralph K.	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	
625063010	74214	De Anza Way		1955	Assessor	Residential	Mid-Century Modern			Ambers, James	Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	
624270005	43775	Deep Canyon Rd	Sacred Heart Catholic Church	1958	Assessor	Institutional	Mid-Century Modern				Diversified Development, 1957-1966	Institutional Development, 1957-1966	A/1/A,F	
625360001														
625360010														
625360011														
625360012														
625360014														
625360015														
625360016														
625360017														
625360018														
625360019	45301	Deep Canyon Rd	Whispering Sands	1964	Assessor	Residential	Mid-Century Modern	Ricciardi, Robert	Cole, L.W.	Brown & Morgan	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625196027	45731	Deep Canyon Rd		1959	Assessor	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
					Assessor; Building Permit No. 64980									
625215001	45761	Deep Canyon Rd		1960		Residential	Mid-Century Modern		White, Charles	Holiday Ranch Homes (Wenck, Monte)	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
652340002	49400	Della Robbia Ln	Crosby House	1958	Assessor	Residential			Schwlick, Adrian and Mercedes	Crosby, Bing			B/2/B	Not visible from public ROW (even within Ironwood CC)
630071008	46539	Desert Lily Dr		1955	Assessor	Residential	Mid-Century Modern	White, Walter S. (possible)	Schelling, Don.	Millian, Victor	Architecture & Design, 1910-1980	Modernism	C/3/C,D	Attributed to Walter S. White.
630072037	46661	Desert Lily Dr		1959	Assessor	Residential	Mid-Century Modern	Outcalt, John		Welcome, Ed	Architecture & Design, 1910-1980	Modernism	C/3/C,D	Designed by architect John Outcalt for Ed Welcome. In 1957, Welcome also had Outcalt design his commercial building. (Source: UCSB Finding Aid)
625162031	74546	Driftwood Dr		1964	Assessor	Residential	Mid-Century Modern		Knowles, Ray	Knowles, Ray	Architecture & Design, 1910-1980	Modernism	C/3/C,D	Architect may be Charles Doty; more research needed.
625340033 and more (whole block)	74340-74380	El Camino	International Motor Lodge	1963	Assessor; Building Permit No. 100533	Commercial	Mid-Century Modern		Singer, Mike	Singer, Mike	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Commercial Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	
625061008	74116	El Cortez Way		1952	Assessor	Residential	Mid-Century Modern				Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	
627192024 000300086 000280019 001533299 000259789 000280017 000265831	73200	El Paseo	Plaza Taxco	1976	Periodical: Desert Sun, 08.16.1976.	Commercial	Late Modern	Thoryk, Paul	Dunham, Curt G.	Duham, Curt G.	Country Clubs & Incorporation, 1967-1980; Architecture & Design, 1910-1980	Commercial Development, 1967-1980; Modernism	A/1/A,F; C/3/C,D	
627222052 000262096	73820	El Paseo	Bank of America	1978	Periodical: Desert Sun, 10.13.1977 and 05.17.1978	Commercial	Late Modern	Wexler, Donald		Bank of America	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
154154	73847	El Paseo	Prickly Pear Square	1973	Periodical: Palm Desert Post, 07.26.1973	Commercial	Late Modern	Ricciardi, Robert	Rincher, John	Alex Robertson Co.	Country Clubs & Incorporation, 1967-1980; Architecture & Design, 1910-1980	Commercial Development, 1967-1980; Modernism	A/1/A,F; C/3/C,D	
625111024	74010	El Paseo	PFF Pomona First Federal Bank	1974	Periodical: Desert Sun, 06.19.1973	Commercial	Late Modern	Black, Michael	Brusco Construction Company	Pomona First Federal Bank	Architecture & Design, 1910-1980	Modernism	C/3/C,D	

625112005 000123562	74155	El Paseo	Randall Henderson Apartments	1946	Assessor	Residential	Pueblo Revival	Williams, Harry	Shea, R.P.	White, Alice	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Period Revival	A/1/A,F; C/3/C,D	First multi-family residential property in Palm Desert, constructed to house workers and artisans for Desert Magazine/Randall Henderson. Now a restaurant.
000280095 627221009 000260079 000279501	73750	El Paseo	Town & Country Shopping Center	1966	Assessor	Commercial	Mid-Century Modern	Cody, William		Dwyer, Robert	Diversified Development, 1957-1966	Commercial Development, 1957-1966	A/1/A,F; C/3/C,D	Alterations in 1985 (Bob Pitchford) and 2005 (O'Donnel and Escalante)
625183009	74116	Fairway Dr	Vee M. Bear duplex	1949	Assessor	Residential	Moderne/Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625185009	74127	Fairway Dr		1957	Assessor	Residential	Mid-Century Modern	White, Walter S.			Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625185015	74211	Fairway Dr		1952	Assessor	Residential	Mid-Century Modern	White, Walter S.		Ackman, Harvey	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625251004	74760	Fairway Dr		1966	Assessor	Residential	Mid-Century Modern/Contemporary Ranch		Griffin, R.E.	Griffin, R.E.	Architecture & Design, 1910-1980	Modernism, Ranch	C/3/C,D	
625252010	74800	Fairway Dr		1961	Assessor	Residential	Mid-Century Modern/Contemporary Ranch		Solar Development Co.	Solar Development Co.	Architecture & Design, 1910-1980	Modernism, Ranch	C/3/C,D	
625253019	74855	Fairway Dr		1963	Assessor	Residential	Mid-Century Modern	Barlund, Christer	Patten, Ross	Lingo, George	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630032005	73140	Fiddleneck Ln		1963	Assessor; Building Permit No. 100759	Residential	Mid-Century Modern	Krisel, William	Holstein, George	Kemp, William	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630043019	73155	Fiddleneck Ln	Firestone Estate	1950	Assessor	Residential	Mid-Century Modern	Pereira, William		Firestone, Leonard	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	B/2/B; C/3/C,D	The Leonard Firestone estate, designed by architect William Pereira. Firestone was a prominent investor and pioneer in Palm Desert, serving alongside Cliff Henderson under the Palm Desert Corporation. In 1957, Firestone has Pereira design him another house in Palm Springs. (Source: Desert Sun, USModernist). Remodeled in 1983.
630043012	73165	Fiddleneck Ln		1961	Assessor; Building Permit No. 56633	Residential	Mid-Century Modern	Outcault, John	Rohi(?), Eli	Pinkley, Virgil	Architecture & Design, 1910-1980	Modernism	C/3/C,D	Designed by architect John Outcault for Virgil Pinkley. This home was featured in the Spring 1961 issue of Architectural Digest. (Source: UCSB Finding Aid)
630023008	73190	Fiddleneck Ln		1978	Periodical: Desert Sun, 09.22.1978	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630043001	73331	Fiddleneck Ln	Hawkes House	1947	Assessor	Residential	Mid-Century Modern	Weston, H.E.	Botthof, Walter	Botthof, Walter	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	Designed by architect H.E. Weston for Walter Botthof. At the time of construction, it was the largest residence in Palm Desert and well documented. The HSPD retains original images of its construction. In 1950 it is sold to M. H. Hasler. (Source: Desert Sun, HSPD archives) (Photos: DSun 3/31/50; 1/27/50; 5/19/50; 4/1/49; PS Villager Pictorial 1950; PS Villager 4/49)
630131011	73845	Flagstone Ln		1965	Assessor	Residential	Mid-Century Modern	Barlund, Christer	Patten & Wild	Patten & Wild	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630131013	73885	Flagstone Ln		1965	Assessor	Residential	Mid-Century Modern	Patten, Ross or Barlund, Christer	Patten & Wild	Patten & Wild	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
637262014	77130	Florida Ave		1965	Assessor; Building Permit No. 122880	Residential	Mid-Century Modern		Sproul Homes Inc.	Sproul Homes Inc.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
640040016	72700	Fred Waring Dr	University Baptist Church	1969	Periodical: Desert Sun, 01.18.1969	Institutional	Late Modern	Harrison, Richard	Reese, Keith	University Baptist Church	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
622250018	73510	Fred Waring Dr	Palm Desert City Hall	1983	Periodical: Desert Sun, 03.26.1983	Institutional	Late Modern	Ballew and Associates and Bennie M. Gonzales and Associates	Snedaker Construction and Development Co.	City of Palm Desert	N/A	N/A		Post-1980, but noted due to probable future eligibility.
625132010	45390	Garden Sq		1958	Assessor	Residential	Mid-Century Modern	Outcault, John	Roberts, Eugene	Siemen	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	
625132014	45430	Garden Sq		1959	Assessor	Residential	Mid-Century Modern	Outcault, John		Outcault, John	Architecture & Design, 1910-1980	Modernism	C/3/C,D	One of John Outcault's personal residences in Palm Desert.
630041005	46260	Goldenrod Ln		1959	Assessor	Residential	Mid-Century Modern	Outcault, John		Hale, Ralph	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630043002	46215	Goldenrod Ln		1958	Assessor	Residential	Mid-Century Modern		Robbins, L.E.	Robbins, L.E.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	B/2/B; C/3/C,D	Residence of Mr. and Mrs Lloyd Robbins. Robbins was a prominent contractor. (Source: Desert Mod Cat permits). May be a Harold Bissner design, more research needed.
630090037	73465	Goldflower St		1962	Assessor	Residential	Mid-Century Modern	Outcault, John		Moller, Paul	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630033007	73070	Grapevine St		1964	Assessor	Residential	Mid-Century Modern		Gibbs, Charles		Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	
630090037	73200	Grapevine St		1968	Assessor	Residential	Mid-Century Modern	Pitchford, Robert		Hollenbeck, Clyde	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630081002	73297	Grapevine St	Pelletier House	1950	Assessor	Residential	Mid-Century Modern	Clark, Frey, & Chambers	Coffey, Arthur	Pelletier, Adrian	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	B/2/B; C/3/C,D	Designed by architects Clark, Frey & Chambers for Adrian Pelletier, founder and president of Purex Corporation. (Source: Frey Finding Aid). Remodeled 1998, more research needed to confirm integrity.
630081003	73325	Grapevine St		1954	Assessor	Residential	Mid-Century Modern	White, Walter S.		Durham, Willard	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630060003	73358	Grapevine St		1966	Assessor	Residential	Mid-Century Modern	Harrison, Richard A.		Shadow Mountain Cottage	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630081005	73385	Grapevine St		1964	Assessor	Residential	Mid-Century Modern				Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	
640282006	72603	Hedgehog St		1958	Assessor	Residential	Mid-Century Modern	White, Walter S.		Swenson, David	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	Designed by architect Walter S. White for David Swenson. This was part of the Palm Desert Corporation's Metro Homes. (Source: UCSB Finding Aid, Desert Sun, Desert Mod Cat permits)
640282014	72705	Hedgehog St		1951	Assessor	Residential	Mid-Century Modern	White, Walter S.			Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	
640302002	72759	Hedgehog St		1953	Assessor	Residential	Mid-Century Modern	White, Walter S.		Morrey, Robert C.	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	Model home for Metro Homes development.
640302003	72787	Hedgehog St		1953	Assessor	Residential	Mid-Century Modern	White, Walter S.			Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	Model home for Metro Homes development.
628182016	72750	Homestead Rd		1964	Assessor	Residential	Mid-Century Modern	Graham, Stanton	Eldorado Highlands (development)		Architecture & Design, 1910-1980	Modernism	C/3/C,D	
628192016	72910	Homestead Rd		1964	Assessor	Residential	Mid-Century Modern	Graham, Stanton	Eldorado Highlands (development)		Architecture & Design, 1910-1980	Modernism	C/3/C,D	
628192017	72920	Homestead Rd		1964	Assessor	Residential	Mid-Century Modern	Graham, Stanton	Eldorado Highlands (development)		Architecture & Design, 1910-1980	Modernism	C/3/C,D	

627192033 000220036 000209356 000280030 000280013 000280046 000280045 000220039 000280050 000280029 000280047 000280048 000219716 000280028 000220445	73241	Hwy 111	Plaza Los Lagos	1978	Periodical: Desert Sun, 09.15.1977	Commercial	Late Modern	Thoryk, Paul	Dunham, Curt	C.G. Dunham	Country Clubs & Incorporation, 1967-1980; Architecture & Design, 1910-1980	Commercial Development, 1967-1980; Modernism	A/1/A,F; C/3/C,D	Second phase of a three phase commercial shopping center project (first of which was Plaza Taxco) by the architect/builder duo. Award of Merit for best commercial building in the western regional states from the Pacific Coast Builders Conference in 1978.
000179485 627201022	73301	Hwy 111	Bank of Indio	1982	Assessor	Commercial	Late Modern	Johnson, Ira	Snedaker Construction and Development Co.	Bank of Indio	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627093015	73468	Hwy 111	Palm Village Market	1959	Permits	Commercial	No style	Outcalt, John		Andrews, Winfield	Diversified Development, 1957-1966	Commercial Development, 1957-1966	A/1/A,F	Owned by Winfield Andrews, with later additions by architect John Outcalt. (Source: John Outcalt archive/UCSB; Desert Mod Cat permits)
000159316	73633	Hwy 111	Keedy's Fountain and Grill	1957	2006 List	Commercial	Commercial Vernacular			Keedy, Bob	Diversified Development, 1957-1966	Commercial Development, 1957-1966	A/1/A,F; B/2/B	Owned and operated by Bob Keedy, who managed Palm Village Market; has been in continuous operation since opening.
627212003 000280140	73677 73901	Hwy 111 Hwy 111	The Ring/Hanson Shopping Center Press Building	1957 1964	2006 List Leuschner research	Commercial	Mid-Century Modern	Ring, Stanley Johnson, Ira "Bud"		Duval Brothers Jensen, Johnson & Ritter	Diversified Development, 1957-1966; Architecture & Design, 1910-1980 Architecture & Design, 1910-1980	Commercial Development, 1957-1966; Modernism Modernism	A/1/A,F; C/3/C,D C/3/C,D	
627184017 000261489 625095009	73960 74450	Hwy 111 Hwy 111	Palm Village Malt Shop Johnny Bash's Club House	1950 1964	Assessor Periodical: Palm Desert Post, 04.02.1964	Commercial	Late Modern/Commercial Vernacular Late Modern/Commercial Vernacular			Barton Construction Corp.	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980 Diversified Development, 1957-1966	Commercial Development, 1946-1956; Modernism Commercial Development, 1957-1966	A/1/A,F; C/3/C,D A/1/A,F	Originally the Fort restaurant (significant), now Cactus Jack's.
625112019	74221-74225	Hwy 111	Desert Magazine Building	1948	Assessor	Commercial	Pueblo Revival	Williams, Harry	Shea, R.P.	Desert Magazine	Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A,F	Desert Magazine Building, the first major building completed south of Highway 111. Likely retains local eligibility despite alterations.
N/A	N/A	Hwy 111	Palm Village Inn Palm Trees	1948 ca.	Arcadia book 2009, 29	Non-parcel resource	N/A	N/A	N/A	Angleo Potencia	Planned Community Development, 1946-1956	Commercial Development, 1946-1956	A/1/A,F	3 palm trees fronting Arco station at NW corner of Highway 111 and Portola Ave.; 1 or more may be those placed by Angelo Potencia ca. 1948 in front of his Palm Village Inn.
000203410 627074011 627092022	73220 73290	Hwy 111 Hwy 111	P.Q.D. Car Wash The Hayloft Restaurant	1950 1962	Assessor Assessor	Commercial	Commercial Vernacular Commercial Vernacular			Dickson, John Monty, R.A.	Planned Community Development, 1946-1956 Diversified Development, 1957-1966	Commercial Development, 1946-1956 Commercial Development, 1957-1966	A/1/A,F A/1/A,F	Small round corner volume may have originally been sales office for Ideal Desert Homes. Additional research needed.
000306811 627152007	73510	Hwy 111	Palm Desert Liquor	1962	Desert Sun, April 21, 1962	Commercial	Commercial Vernacular	Outcalt, John	Meredith and Simpson	Rolfe, C.W.	Diversified Development, 1957-1966	Commercial Development, 1957-1966	A/1/A,F	Palm Desert Liquor, designed by architect John Outcalt for C. W. Rolfe. (Source: John Outcalt archive/UCSB) (Photos: DSun 4/27/62)
000311030 627154006	73660	Hwy 111	The Buccino Interiors	1958	Assessor	Commercial	Commercial Vernacular/Mid-Century Modern	McCallum, Jack	Lamb, Berton	Buccino, Michael	Diversified Development, 1957-1966	Commercial Development, 1957-1966	A/1/A,F	The Buccino Interiors building, designed by architect Jack McCallum and built by Berton Lamb for Michael Buccino. Buccino was a landscape designer who did the Palm Springs Library. The original sign is still on the building. (Source: Desert Sun) (Photos: DSun 8/8/58; 11/14/58)
627212002 627173005 000232450 000279715 000303320 000279717	73669 73730	Hwy 111 Hwy 111		1960	Assessor	Commercial	Mid-Century Modern	Doty, Charles W.	Meredith & Simpson	Boyd, William	Diversified Development, 1957-1966	Commercial Development, 1957-1966	A/1/A,F	A commercial building designed by architect Charles W. Doty for William Boyd (Hopalong Cassidy) and built by Meredith & Simpson. (Source: Desert Sun) (Photos: DSun 4/22/60)
627173006 000280281 000219924 000154339 000220815 000222930 000280283 000154340 000280284 000280282	73744	Hwy 111	H.S. Hanson Building	1947	Assessor	Commercial	Mid-Century Modern	Hess & Tate	Rosebrook, Charles F.	Hanson, H.S.	Planned Community Development, 1946-1956	Commercial Development, 1946-1956	A/1/A,F	The H. S. Hanson building, built by Charles F. Rosebrook and designed by architects Hess & Tate (?). (Source: Desert Sun) (Photos: DSun 10/10/47; unknown photograph)
627222034 000221568 000280137 000280138 000280136 000240648 000303592 000280133 000241767	73925	Hwy 111	Pelgram Building	1958	Assessor	Commercial	Mid-Century Modern	Outcalt, John	Pelgram, Charles	Press Construction Co.	Diversified Development, 1957-1966	Commercial Development, 1957-1966	A/1/A,F	The Pelgram Building, owned and built under Charles Pelgram and designed by architect John Outcalt. Later owned and expanded by Harold Jensen, who hired Outcalt to expand the western wing of the building. (Source: John Outcalt archives/UCSB; Desert Mod Cat permits)
000280259 625084014	74104	Hwy 111	Palm Village Market (first)	1946	Assessor; Periodical: Desert Sun, 12.02.1983	Commercial	Commercial Vernacular/Late Moderne		Mollin Investment		Planned Community Development, 1946-1956	Commercial Development, 1946-1956	A/1/A,F	Appears to be oldest extant commercial property in Palm Desert.
625084007	74124	Hwy 111	Valley Lumber	1955	Assessor	Commercial	Commercial Vernacular	White, Walter			Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Commercial Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	Originally Valley Lumber, designed by Walter White.
625122003	74271	Hwy 111		1949	Assessor	Commercial	Commercial Vernacular				Planned Community Development, 1946-1956	Commercial Development, 1946-1956	A/1/A,F	The J&G Panorama Market, a prominent local store that had dates, art, and minerals. The building was a surplus quonset hut, which is encased in the current building.

280223 000220820 000279709 627173014	74275	Hwy 111		1959	Assessor	Commercial	Mid-Century Modern	Outcalt, John		Etcheparre, Martine	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Commercial Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	Designed by architect John Outcalt for Martine Etcheparre. Hugh Kaptur was also hired to design an office at this location, which was never built. (Source: UCSB Finding Aid; Desert Mod Cat permits) (Photos: DSun 5/16/58). This may have been the sales office for the subdivision behind it.
	73706-73714	Hwy 111		1950	Assessor	Commercial	Commercial Vernacular				Planned Community Development, 1946-1956	Commercial Development, 1946-1956	A/1/A,F	
628150057	47321	Hwy 74	Palm Desert Community Presbyterian Church	1968	2006 List	Institutional	Late Modern	Powell, Morgridge, Richards and Coghlan	Lamb, Berton L.	Palm Desert Community Presbyterian Church	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
628150059	47535	Hwy 74	St. Margaret's Episcopal Church	1965	Assessor	Institutional	Mid-Century Modern	Ricciardi, Robert		St. Margaret's Episcopal Church	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Institutional Development, 1957-1966; Modernism	A/1/A,F	Now used as community center next to newer St. Margaret's building. Designed by architect Robert Ricciardi, who donated the plans and was involved in the church. (Source: Desert Sun)
652120007	49305	Hwy 74	Indian Springs Mobile Home Park Clubhouse	1971	Periodical: Palm Desert Post, 09.02.71	Residential	Late Modern	Mueller, Bob; O'Moffett, Jim			Country Clubs & Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism		Within Indian Springs Mobile Home Park. Not visible from public right of way.
630042001	73317	Ironwood St		1947	Assessor	Residential	Unknown			Holt, Harry				Residence of Harry Holt and one of the earliest homes in Palm Desert. Holt was the vice president of the Rancho Mirage Co. and highly involved in the original subdivision of Rancho Mirage. (Source: Desert Sun) (Photos: Sun Spots 5th Anniversary). Only partially visible from public ROW.
655300013	49400	JFK Trail	Phil Harris House	1957	Assessor	Residential	Unknown							Information from community member indicates this is the Phil Harris House. Not visible from public right of way.
630031007	72776	Joshua Tree St		1975	Periodical: Desert Sun, 01.17.1980	Residential	Late Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630031006	72828	Joshua Tree St	Elmer J. Nordstrom House	1973	Assessor	Residential	Mid-Century Modern	Walling, John			Country Clubs & Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,F; C/3/C,D	
630032004	72853	Joshua Tree St	Harold Dahlberg House	1974	Assessor	Residential	Late Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630032003	72879	Joshua Tree St		1958	Assessor	Residential	Mid-Century Modern		Mhoon and Mhoon	Dunn, Howard	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630023003	73009	Joshua Tree St		1974	Assessor	Residential	Late Modern	Martin, Charles		Williamson, Mrs. & Mr. Robert G.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
001530288 630031005	72856	Joshua Tree St		1957	Assessor	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627322010	73061	Joshua Tree St	Outcalt House	1968	Assessor	Residential	Mid-Century Modern	Outcalt, John		Outcalt, John	Country Clubs & Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,F; C/3/C,D	One of John Outcalt's personal residences in Palm Desert.
627284009	73166	Joshua Tree St		1957	Assessor	Commercial	Mid-Century Modern	Moyer, John P.			Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627302003	73305	Joshua Tree St	Carl and Edna Henderson	1947	Assessor	Residential	No style			Henderson, Carl and Edna	Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A,F; B/2/B	Residence of Carl Henderson, brother to Cliff Henderson and an original realtor. (Photos: DSun 5/16/58). Architect likely Henry Eggers but needs confirmation. Building is substantially altered but may retain local eligibility.
627301018	73416	Joshua Tree St		1949	Assessor	Residential	Mid-Century Modern				Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A	
627311024	73498	Joshua Tree St	William Boyd House	1955	Assessor	Residential	Mid-Century Modern	Doty, Charles W.		Boyd, William (Hopalong Cassidy)	Planned Community Development, 1946-1956	Residential Development, 1946-1956	B/2/B; C/3/C,D	
627321005	73345	Juniper St	Ritter House	1974	Assessor	Residential	Mid-Century Modern	Ritter, George		George and Carol Ritter	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627321001	73365	Juniper St		1974	Assessor	Residential	Mid-Century Modern			Swain, Pat	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627321001	73219	Juniper St		1954	Assessor	Residential	Mid-Century Modern	White, Walter S.		Brown, Thomas	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627332001	73543	Juniper St		1952	Assessor	Residential	Mid-Century Modern	White, Walter S.		Brown, Tom	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627332003	73605	Juniper St		1949	Assessor	Residential	Mid-Century Modern	Burns, Herbert	Hoams Construction Company	Fodor, T	Architecture & Design, 1910-1980	Modernism	C/3/C,D	Designed by architect Herbert Burns as a model home. (Source: PS Villager)
625181001	45782	Lantana Ave	Tropical Garden Apartments	1949	Assessor	Residential	Mid-Century Modern		Stokes, Ruth and Russel	Stokes, Ruth and Russel	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625183001	45902	Lantana Ave		1947		Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625132049	74025	Larrea St	Christian Science Church	1959	Assessor	Institutional	Mid-Century Modern	Outcalt, John	Foster, William	Christian Science Society of Palm Desert	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625132005	74200	Larrea St		1959	Assessor	Residential	Mid-Century Modern	Outcalt, John		Schafer, Greg and Albert	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	
630231015	73408	Little Bend Tr		1957	Assessor; Building Permit No. 33083	Residential	Mid-Century Modern	Schwilck, Adrian	Schwilck, A.	Burke, Tony	Diversified Development, 1957-1966	Residential Development, 1957-1966	B/2/B	House of Tony Burke, prominent early realtor involved in Silver Spur sales and one of the original members of the Desert Riders
637271001	43765	Louisiana St		1965	Assessor	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625241003	74540	Monte Verde Way		1954	Assessor	Residential	Ranch	May, Cliff; Choate, Chris			Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	The eastern portion of the house is pre-fab kit home designed by architect Cliff May with Christ Choate. According to an ad, it appears this was a May model home. (Source: Desert Sun) (Photos: LA Times 3/13/55)
000226609 000301333 000310386 009616645	43500	Monterey Ave	Odell Ranch House within College of the Desert	1948	Assessor	Residential	Moderne				Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; B/2/B; C/3/C,D	The Odell Ranch House predated College of the Desert, likely Herbert Burns design of two-story building for Odell. Later housed university president. College of the Desert is also identified as a potential district.
627292025	45900	Ocotillo Dr	Maui Palms	1964	LL Google Map	Residential	Tiki Modern/Polynesian Ranch	Bissner, Harold J.	Bissner, Harold J.	Desert Palms Investment Co.	Architecture & Design, 1910-1980	Modernism, Ranch	C/3/C,D	
628082004	45998	Ocotillo Dr	Highland House	1950	LL Google Map	Residential	Mid-Century Modern			Cohun, M. Mrs.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
628082002	46100	Ocotillo Dr	Whispering Shadows	1964	LL Google Map	Residential	Mid-Century Modern	Doty, Charles		Cochran, D.C.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625261005	74340	Old Prospector Tr		1952	Assessor	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625263008	74391	Old Prospector Tr		1956	Assessor	Residential	Mid-Century Modern	White, Walter S.		Ryan, R.M.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625312005	74671	Old Prospector Tr	Randall Henderson House	1967	Assessor	Residential	Mid-Century Modern	Outcalt, John		Henderson, Randall	Country Clubs & Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	B/2/B; C/3/C,D	Residence of Randall Henderson.
625312021	74701	Old Prospector Tr	Van Vliet House	1956	Assessor	Residential	Mid-Century Modern		Mhoon and Mhoon	Larabee, C.W.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
278565	45125	Panorama Dr		ca. 1950	Field observation	Mixed-use	Pueblo Revival				Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Commercial Development, 1946-1956; Period Revival	A/1/A,F; C/3/C,D	Two buildings added behind J&G Panorama Market
625142008	45439	Panorama Dr		1953	Assessor	Residential	Mid-Century Modern	Schwilck, Adrian	Schwilck, Adrian	Werder. H.D.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	One of a small group of matching bungalows arrayed around a shared pool (others altered)
640050056	72960	Park View Dr	Church of Latter-Day Saints	1981	Periodical: Desert Sun, 02.21.1981	Institutional	Late Modern			Church of Latter Day Saints	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625175012	74210	Parosella St		1954	Assessor	Residential	Mid-Century Modern	White, Walter S.		Kapp, Harold and Ella	Architecture & Design, 1910-1980	Modernism	C/3/C,D	Residence of Harold and Ella Kapp, featured in the LA Time Home Magazine and photographed by Julius Shulman.
625196025 625196026	74468	Parosella St		1960	Assessor; Building Permit No. 64979	Residential	Mid-Century Modern		White, Charles	Wenck, Monte (Holiday Ranch Homes)	Architecture & Design, 1910-1980	Modernism	C/3/C,D	

625183002	74151	Peppergrass St		1950	Assessor	Residential	Mid-Century Modern			Ribbons, Doc	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625181008	74154	Peppergrass St		1949	Assessor	Residential	Vernacular				Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A	Information from Kim Housken (CRPC 3/26/25) indicates this property is adobe contruction. Not visible from the public right-of-way.
625212016	74360	Peppergrass St		1960	Assessor	Residential	Mid-Century Modern		Beard, M.L.	Beard, M.L.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625212016	74410	Peppergrass St		1949	Assessor	Residential	Mid-Century Modern	Frost, Barry	Prieth, R.N., Harnish, John	Smith, W.D.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625222005	74581	Peppertree Dr		1957	Assessor	Residential	Mid-Century Modern	White, Walter S.		Mitchell, George	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625222013	74695	Peppertree Dr		1956	Assessor	Residential	Mid-Century Modern	Doty, Charles W.	Wenck, Monte	Wheeler, Ferris	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625221040	74704	Peppertree Dr		1956	Assessor	Residential	Mid-Century Modern	Doty, Charles W.	Wenck, Monte	Holiday Ranch Homes	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627322001	73199	Pinyon St		1952	Assessor	Residential	Mid-Century Modern	White, Walter S.	Hoams Construction Company	E.W. Stewart	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	B/2/B; C/3/C,D	E.W. Stewart was founder of Catalina Swimwear.
627334004	73597	Pinyon St	Cliff and Marion Henderson House	1953	Assessor	Residential	Mid-Century Modern	Eggers, Henry Lawrence, White, Walter S.		Henderson, Clifford	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	B/2/B; C/3/C,D	Residence of Clifford Henderson, original founder of Palm Desert. Designed by architect Henry Lawrence Eggers with later additions by Walter S. White. Eggers was also an architect for Shadow Mountain Club. Tommy Tomson, Cliff's brother-in-law and Palm Desert's urban planner, designed the landscape of the home. (Source: Desert Sun, historic documents) (Photos: PS Villager 3/48)
640272008	72591	Pitahaya St		1963	Assessor	Residential	Mid-Century Modern	Moyer, John P.	Evidon, W. M.	Evidon, W.M.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
622350003	43301	Portola Ave	Edgar Bergen Ranch and House	1937	Assessor	Residential				Seaton, Bill and Roberta; later Bergen, Edgar	Early Development, 1910-1945	Early Residential Development, 1910-1945	A/1/A,F; B/2/B	Roberta and Bill Seaton House, originally anchored Roberta's Date Ranch. Ventriloquist Edgar Bergen purchased in 1942. Not visible from public ROW - walled off even within the mobile home park at 43155 Portola.
625131007	45300	Portola Ave	Palm Desert Post Office	1970	Periodical: Desert Sun 6.16.70	Institutional	Vernacular		John F. Otto Inc.		Country Clubs & Incorporation, 1967-1980	Institutional Development, 1967-1980	A/1/A,F	
627273021														
000280291					Periodical: Desert Sun, 12.3.1977						Country Clubs & Incorporation, 1967-1980; Architecture & Design, 1910-1980	Commercial Development, 1967-1980; Modernism	A/1/A,F; C/3/C,D	
000310561	45445	Portola Ave	Portola Square	1978		Commercial	Late Modern							
N/A	N/A	Royal Palm Dr	Gillette Ranch Date Palms	1920 ca.	Estimate	Non-parcel resource	N/A	N/A	N/A	N/A	Early Development, 1910-1945	Early Industrial Development, 1910-1945	A/1/A	Mature date palms lining Royal Palm Dr between San Pablo Ave and San Mateo Ave; some retain ladders for harvesting. Appear to be remnants of a Gillette Ranch grove and estimated to have been planted in the 1920s.
627084009	44712	San Benito Cir		1955	Assessor	Residential	Mid-Century Modern				Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	
627092013	44790	San Benito Cir		1949	Assessor	Residential	Spanish Colonial Revival/Vernacular Modern				Planned Community Development, 1946-1956	Commercial Development, 1946-1956	A/1/A,F	
627092048	44876	San Benito Cir		1948	Assessor	Residential	Spanish Colonial Revival				Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A,F	Information from David Toltzmann (CRPC 3/26/25) indicates this property is adobe construction.
627166007	44711	San Jacinto Ave		1940	Assessor	Residential	Mid-Century Modern				Early Development, 1910-1945	Early Residential Development, 1910-1945	A/1/A,F	
627165005	44709	San Jose Ave		1948	Assessor	Residential	Mid-Century Modern			44709	Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A,F	
627181011	44881	San Jose Ave		1941	Assessor	Residential	Spanish Colonial Revival/Vernacular Modern			Growl, Clarence	Early Development, 1910-1945	Early Residential Development, 1910-1945	A/1/A,F	
627162002	44522	San Juan Ave	Carpenter House	1955	Assessor	Residential	Mid-Century Modern		Falls, T.C.	Falls, T.C.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627161008	44573	San Juan Ave		1950	Assessor	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627161008	44678	San Juan Ave	Palm Village Model Home	1950 ca.	Aerials	Residential	No style				Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A,F	Originally model home/sales office for Palm Village; may retain local eligibility despite alterations.
627163004	44572	San Luis Rey Ave	Dr. Ruge House	1946	Assessor	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
264266	45350	San Luis Rey Ave	Sun and Shadows/Edith Eddy Ward Home	1949	Assessor; Periodical: Palm Springs Limelight News, 08.26.1949	Commercial	Mid-Century Modern	Burns, Herbert	RBH Construction Co.	Ward, Edith Eddy, Hotel owned by Talbot, L. Fred	Planned Community Development, 1946-1956	Commercial Development, 1946-1956	A/1/A,F; B/2/B	East portion was Ward's home, later converted to Sun and Shadow lodge.
627410009											Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	The only remaining structure from Firecliff Lodge, one of the later living units. Designed by architect Warren Frazier Overpeck for Clifford Henderson.
627410010	45375	San Luis Rey Ave		1961	Assessor	Residential	Mid-Century Modern	Overpeck, Warren Frazier		Henderson, Clifford				
625081005	74022	San Marino Cir		1940	Assessor	Residential	Unknown				Early Development, 1910-1945	Early Residential Development, 1910-1945	A/1/A,F	Partially visible from public ROW.
625081010	74041	San Marino Cir		1940	Assessor	Residential	Unknown				Early Development, 1910-1945	Early Residential Development, 1910-1945	A/1/A,F	Partially visible from public ROW.
625082003	74047	San Marino Cir		1941	Assessor	Residential	Unknown				Early Development, 1910-1945	Early Residential Development, 1910-1945	A/1/A,F	Partially visible from public ROW.
625064012	74060	San Marino Cir		1939	Assessor	Residential	Unknown				Early Development, 1910-1945	Early Residential Development, 1910-1945	A/1/A,F	Partially visible from public ROW.
627141015	44660	San Pablo Ave		1958	Assessor	Residential	Mid-Century Modern	White, Walter S.		Demann, Richard	Architecture & Design, 1910-1980	Modernism	C/3/C,D	Last remaining of a grouping of duplexes designed by White.
000285223														
000280073														
000280071														
000280069	45120	San Pablo Ave	San Pablo Plaza	1980		Commercial	Late Modern	Thoryk, Paul	Dunham, Curt G.	Dunham, Curt G.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627161002	44532	San Pascual Ave		1951	Assessor	Residential	Mid-Century Modern			Bond, Dave E.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627101063	73550	Santa Rosa Way	Palm Desert Little Theater	1950	Assessor	Institutional	Vernacular				Planned Community Development, 1946-1956	Institutional Development, 1946-1956	A/1/A,F	Appears to be the first permanent theater facility in Palm Desert - now has different use.
625071003	44558	Santa Ynez Ave		1949	Assessor	Residential	Spanish Colonial Revival			Ogilvie, Nate	Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A,F	
625161004	74550	Shadow Hills Rd		1960	Assessor	Residential	Mid-Century Modern	Doty, Charles W.	Wenck, Monte	Wenck, Monte	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625162035	74601-74615	Shadow Hills Rd		1966	Assessor	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	Likely designed by Richard Dorman for Monte Wenck (these are nearly identical to the Fairview Cottages); additional research needed.
627342001	73745	Shadow Lake Dr		1956	Assessor	Residential	Mid-Century Modern	Bray, William	Roberts Construction	Stanthony Corp	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Residential Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	The Stanthony Corporation house, designed by architect William Bray. The Stanthony Corporation was a kitchen appliance corporation that built the home as a model. Upon completion, they flew out all of their executives on a private plane to PSP airport, were driven in Cadillacs to the home, and ended the day with an event at Shadow Mountain Club. The trip was so big that they took out an \$89 million insurance policy on the executives. The home was also featured in a 1956 issue of the LA Times Home Magazine. (Source: Desert Sun, Sun Spots) (Photos: DSun 4/7/55; 4/6/56; 9/18/56; LA Times 7/29/56 (2); 7/8/56)

627341012	73822	Shadow Lake Dr		1958	Assessor	Residential	Mid-Century Modern			Jefferson, Phillip; Helen, Huntington	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627353004	73911	Shadow Lake Dr		1956	Assessor; Building Permit No. 12030	Residential	Mid-Century Modern	Moyer, John P.	N. Hoon and M. Hoon	George Walling	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627311013	73675	Shadow Mountain Dr	Yum Yum Tree Apartments	1973	Assessor	Residential	Mid-Century Modern		Affiliated Construction Company		Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627341005	73835-73841	Shadow Mountain Dr	Little Pentagon	1964	Assessor		Mid-Century Modern	Ernst, Clyde	Ernst, Clyde	Ernst, Clyde	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	
627351005	73951-73955	Shadow Mountain Dr		1963	Building permit	Residential	Mid-Century Modern				Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	
627284005	73219	Shadow Mountain Dr	Twin Palms Lodge	1947	Assessor; Desert Sun, 12.09.1947	Residential	Mid-Century Modern			Sturgeon, Robert and Florence	Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A,F	The Twin Palms Lodge, the first apartment hotel in Palm Desert. Owned and operated by Bob and Florence Sturgeon. (Source: Desert Sun) (Photos: Desert Magazine ad, historic postcard, PS Villager ads; PS Villager 1/48). May retain local eligibility despite alterations.
627311009	73595	Shadow Mountain Dr		1963	Building Permit No. 79961	Residential	Mid-Century Modern		Barton, J.R.	Barton, J.R.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627341020	73721	Shadow Mountain Dr	Gala Villa Motel, Mojave Resort	1957	Assessor	Commercial	Mid-Century Modern	Waterman, Layton	Waterman, Layton	Waterman, W.L.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Commercial Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	
627273020	73758	Shadow Mountain Dr	Samareu, Desert Patch Inn	1954	Assessor	Commercial				Buck, Reuben	Planned Community Development, 1946-1956; Architecture & Design, 1910-1980	Commercial Development, 1946-1956; Modernism	A/1/A,F; C/3/C,D	Now 'The Mod Resort'. 14 rooms and suites (2006 list); Originally built as the Samareu by Rueben Buck, in 1955 it is sold to Pat Ritchie who renovates and expands the property into the Desert Patch Hotel. (Source: Desert Sun) (Photos: Desert Patch postcard; Maynard L. Parker, photographer. Courtesy of The Huntington Library; DSun 4/15/54; DSun 6/9/55)
627273015	73860	Shadow Mountain Dr	Continental 6 Co-op	1962	Assessor; Building Permit No. 72528	Residential	Mid-Century Modern	Doty, Charles W.		Continental Apartment Inc.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
625173001	74056	Shadow Mountain Dr	Candlewood Lodge	1958	Assessor	Commercial	Mid-Century Modern			Phillips, Mr. and Mrs. Ralph	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Commercial Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	
627303001														
627303002														
627303003	73331-73335	Shadow Mountain Dr.		1970 ca.	Aerials	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	Attributed to William Cody; additional research needed.
630242002	73570	Silver Moon Tr		1958	Building Permit No. 31131	Residential	Mid-Century Modern	Schwilck, A.	Panorama Builders	F.A. Morley	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
655060017	48065	Silver Spur Dr		1962	Building Permit No. 64285	Residential	Ranch	May, Cliff	Thomas Co. Inc.	Hearn, Thomas	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Ranch	B/2/B; C/3/C,D	
630243019	47700	Silver Spur Tr		1961	Assessor	Residential	Mid-Century Modern							Only partially visible from public ROW.
N/A	N/A	Silver Spur Tr	Silver Spur Ranch Planning Features	1956-57	Multiple	Non-parcel resource	N/A				Diversified Development, 1957-1966	Residential Development, 1957-1966	A/1/A,F	Original Silver Spur Ranch subdivision entry sign, landscaped medians/islands with twin and triplet palms on Silver Spur Trail.
628172016	72886	Skyward Wy		1973	Assessor	Residential	Late Modern	White, Charlie			Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630311081	73838	Smoke Tree Ct	Silver Spur Ranch Clubhouse	1963	Periodical: Los Angeles Times, 04.28.63	Residential	Mid-Century Modern	Ricciardi, Robert			Diversified Developments, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	Original Silver Spur Ranch clubhouse, now within Corsican Villas and not visible from public ROW.
628162005	72735	Somera Dr		1978	Periodical: Desert Sun, 09.23.1978	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
628161005	72750	Somera Dr		1971	Periodical: Desert Sun, 05.06.1971	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
628171011	72980	Somera Dr		1966	Periodical: Palm Desert Post, 09.16.1965	Residential	Mid-Century Modern			Kapp, Hal	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630221022	73502	Sun Ln		1966	Assessor; Building Permit No. 136160	Residential	Mid-Century Modern			White, C.F.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630222006	73531	Sun Ln		1960	Assessor	Residential	Mid-Century Modern	Krisel, William		Cottrell, L.G.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630242011	73673	Sun Ln		1961	Building Permit No. 66792	Residential	Mid-Century Modern	Wexler, Donald	Dunphy and Fender	Fey, Roy and Ethel	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630090023	73265	Tamarisk St		1957	Assessor	Residential	Contemporary Ranch/Mid-Century Modern	Krisel, William	Holstein, George		Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630090019	73347	Tamarisk St	Gloria Greer House	1957	Assessor; Building Permit No. 35418	Residential	Mid-Century Modern	Krisel, William	Holstein, George	George Holstein & Son; Greer, Gloria	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,F; B/2/B; C/3/C,D	
630090005	73354	Tamarisk St		1963	Assessor	Residential	Mid-Century Modern	DuBois, Charles	J.C. Dunas, Purple Hills Estates (development)		Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630090017	73381	Tamarisk St		1963	Assessor	Residential	Mid-Century Modern	Outcalt, John		Cummings, J.R.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630090009	73436	Tamarisk St		1962	Assessor	Residential	Mid-Century Modern	DuBois, Charles	J.C. Dunas, Purple Hills Estates (development)		Architecture & Design, 1910-1980	Modernism	C/3/C,D	
626040008	75771	Temple Ln		1973	Assessor	Residential	Mid-Century Modern		MGG Corp (McLachlin, Graham, Grickley)		Architecture & Design, 1910-1980	Modernism	C/3/C,D	
001546020									MGG Corp (McLachlin, Graham, Grickley)		Architecture & Design, 1910-1980	Modernism	C/3/C,D	
626040003	75881	Temple Ln		1971	Assessor	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
627232007	73170	Tumbleweed Ln	Halekulani Apartments	1958	2006 List; Building Permit 41613	Residential	Mid-Century/Tiki Modern	Bissner, Harold	White, Charles	Bissner, Associates	Architecture & Design, 1910-1980	Modernism	C/3/C,D	Now The Pines.
624193013	74106	Velardo Dr		1962	Assessor; Building Permit No. 59171	Residential	Mid-Century Modern			Shadow Village Homes, Inc.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	C/3/C,D	
640293008	45685	Verba Santa Dr		1953	Assessor	Residential	Vernacular				Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A,F	
640303018	45739	Verba Santa Dr		1953	Assessor	Residential	Hacienda Ranch				Architecture & Design, 1910-1980	Ranch	C/3/C,D	
630021004	46100	Verba Santa Dr		1965	Assessor; Building Permit No. 122810	Residential	Regency	DuBois, Charles	J.C. Dunas, Purple Hills Estates (development)	Purple Hills Estates	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
000198630											Country Clubs & Incorporation, 1967-1980; Architecture & Design, 1910-1980	Institutional Development, 1967-1980; Modernism	A/1/A,F; C/3/C,D	
637300034	43250	Warner Tr	Church of Second Chances	1968	Assessor	Institutional	Mid-Century Modern	Outcalt, John			Architecture & Design, 1910-1980			
637170048								Outcalt, John - Maul and Pulver AIA	Merle M. Beard Company (general contractor)	St. John's Lutheran Church	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Institutional Development, 1957-1966; Modernism	A/1/A,F; C/3/C,D	
637170051	42695	Washington St	St. John's Lutheran Church	1963	Building Permit No. 108134	Institutional	Mid-Century Modern							

628102003	72825	Willow St		1957	Assessor; Building Permit No. 33611	Residential	Mid-Century Modern	Patten, Ross	Patten & Wild	Thompson, L.W.	Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630072025	73245	Willow St		1962	Assessor	Residential	Mid-Century Modern				Architecture & Design, 1910-1980	Modernism	C/3/C,D	
630082003	73307	Willow St		1965	Assessor; Building Permit No. 126113	Residential	Mid-Century Modern	Patten, Ross	Patten & Wild	Johnson, Robert	Architecture & Design, 1910-1980	Modernism	C/3/C,D	

APN	Number	Street/Location	Name	Year Built	Source	Property Type	Architectural Style	Description	Context	Theme	Criteria	Notes
		Birdie Way	Birdie Way Potential Historic District	1962-1965	Building permits	District, MFR and SFR	Mid-Century Modern	Cul de sac district of Mid-Century Modern duplexes and a few single-family residences within Silver Spur Ranch, most (if not all) designed by Richard Harrison for Adrian Schwilck.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
	46011-46087	Fairway Dr	Fairview Cottages Potential Historic District	1963	Assessor	District, MFR	Mid-Century Modern	20 condominium nits designed by architect Richard Dorman and built by realtor Dick Coffin and builder Monte Wenck.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
		Feather Trail	Feather Trail Potential Historic District	1962-1965	Building permits	District, SFR	Mid-Century Modern	Cul de sac district of Mid-Century Modern single-family residences within Silver Spur Ranch, most (if not all) designed by Richard Harrison for Adrian Schwilck.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
		Goldflower St	Goldflower Street Potential Historic District	1959-1970	Assessor	District, SFR	Mid-Century Modern	Cul de sac district of Mid-Century Modern single-family residences, part of the Joe Dunas/Charles DuBois Purple Hills Estates development.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
		Golf Course Ln., Cottage Ln. 18th Fairway Ln., and 73585-73650 Ironwood St.	Shadow Mountain Fairway Cottages Potential Historic District	1961-1963	2006 List	District, MFR	Mid-Century Modern	54 Mid-Century Modern condominium units (largely duplexes) designed by Richard Harrison for Adrian Schwilck, facing Shadow Mountain Golf Club.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	Historic district nomination submitted by HOA in 2023; current status unknown.
	73700	Grapevine St	Mountain Shadows Potential Historic District	1964	Assessor	District, MFR	Mid-Century Modern	The 16-unit Mountain Shadows, designed by architects Harold J. Bissner and Robert Pitchford, and developed by Fred B. Hartley and C. L. Barton under the Barton Corporation.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
		Hwy 74	Mountainback Potential Historic District	1971-1973	Periodical: Desert Sun, 04.14.1972	District, MFR	Late Modern	Condominium complex designed by Don Sandy for EDCO. District is bounded by Sommerset Drive on the north, Desert Flower Drive on the west, Starbust Drive on the south, and parcel lines/Hwy 74 on the east.	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,E,F; C/3/C,D	
	49305	Hwy 74	Indian Springs Mobile Home Park Potential Historic District	1971	Periodical: Palm Desert Post, 04.29.1971 and 09.02.1971	District, MFR	Mobile Homes/Late Modern	Mobile home park with original site plan and planning features, developed by Sherman Smith.	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,E,F	
652150001	50001	Hwy 74	Silver Spur Mobile Home Park Potential Historic District	1959-1968	Assessor	District, MFR	Mobile Homes/Contemporary Ranch	Mobile home park with original site plan and planning features, Contemporary Ranch clubhouse (1963), incorporation of natural rocky landscape. May be Palm Desert's first mobile home park.	Diversified Development, 1957-1966	Residential Development, 1957-1966	A/1/A,E,F	
	46133	Hwy 74	Sands and Shadows Phase 2 Potential Historic District	1963	Assessor	District, MFR	Mid-Century Modern	Sands and Shadows condominiums designed by architect Harold J. Bissner and Robert Pitchford and developed by Neil Davis. This was the second phase.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
	46183	Hwy 74	Sands and Shadows Phase 1 Potential Historic District	1960	Assessor	District, MFR	Mid-Century Modern	Sands and Shadows condominiums designed by architect Harold J. Bissner and developed by Neil Davis. This was the first phase.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
655090012	73735	Irontree Dr	Ironwood Country Club Potential Historic District	1971-1980s	Assessor	Commercial	Late Modern	Developed by Silver Spur Associates in multiple phases, only pre-1980 phases included.	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,E,F; C/3/C,D	
627400045	45405-45451	Lupine Ln	Sandroc Potential Historic District	1973	Assessor	District, MFR	Late Modern	Condominium complex located primarily on Lupine Ln, with some having Shadow Mountain and possibly San Pablo addresses. 90 units with shared amenities, designed by Paul Thoryk, built by Durco Construction Co Inc.	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,E,F; C/3/C,D	
	47000	Marrakesh Dr	Marrakesh Country Club and Condominiums Potential Historic District	1969-1974	LL Google Map; 2006 Individually Eligible/Designated List	District, MFR	Regency, Late Modern, Exotic Revival	Iconic country club design, conceived and planned by John W. Dawson and Ted Robinson, designs by John Elgin Woolf (later clubhouse building by Robert Ricciardi).	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,E,F; C/3/C,D	Historic district nomination in progress, not yet submitted.
009616645	43500	Monterey Ave	College of the Desert Potential Historic District	1961-1976	2006 List	District, Institutional	Mid-Century Modern, Late Modern	Multiple contributing buildings and designed landscapes comprise private college campus. Supervising architect was John Porter Clark, other buildings designed by other notable architects including E. Stewart Williams and Robert Ricciardi. O'Dell House pre-dates college and is now part of the campus.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Institutional Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	District boundaries and contributing/non-contributing properties to be determined in later phase; preliminary finding includes entire COD pending additional study.
	43101	Portola Ave	Palm Desert Estates Mobile Home Park Potential Historic District	1964	Building Permit No. 10237 and 106689	District, MFR	Mobile Homes/Google	Mobile home park with original site plan and planning features, including Google clubhouse with folded plate roof.	Diversified Development, 1957-1966	Residential Development, 1957-1966	A/1/A,E,F	Additional research required to assess integrity of clubhouse
000020707	47900	Portola Ave	Outcalt Buildings in Living Desert Zoo and Gardens	1970-72	2006 List	District, Institutional	Mid-Century Modern	Two Mid-Century Modern buildings designed by John Outcalt appear to be the only original elements of the Living Desert as first developed 1970-1972.	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Institutional Development, 1967-1980; Modernism	A/1/A,E,F; C/3/C,D	
627371015	45750	San Luis Rey Ave	Shadow Mountain Club Potential Historic District	1948	2006 List	District, MFR	N/A	Extant Tomson-designed planning features at the original Shadow Mountain Club.	Planned Community Development, 1946-1956	Residential Development, 1946-1956	A/1/A,E,F	The Shadow Mountain Golf Course is landmarked, and the clubhouse has been significantly altered. Likely only the surviving Tommy Tomson planning features (figure-8 pool and palm tree area) are potentially eligible, and they may compose one individual property rather than a district. Additional research needed.
	45395-45575	San Luis Rey Ave	Shadowcliff Apartments Potential Historic District	1960	Assessor	District, MFR	Mid-Century Modern	Designed by architect John Outcalt for Clifford Henderson. Tommy Tomson designed landscape.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
640190033	1301-1316	Sandpiper Cir	Sandpiper Circle #13 Potential Historic District	1967	Assessor	District, MFR	Mid-Century Modern	Designed by architect William Krisel and constructed by builder George Holstein as a phase of one of the first condominium projects to be built in the Coachella Valley.	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,E,F; C/3/C,D	
640190034	1401-1416	Sandpiper Cir	Sandpiper Circle #14 Potential Historic District	1967	Assessor	District, MFR	Mid-Century Modern	Designed by architect William Krisel and constructed by builder George Holstein as a phase of one of the first condominium projects to be built in the Coachella Valley.	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,E,F; C/3/C,D	
640150033	1501-1516	Sandpiper Cir	Sandpiper Circle #15 Potential Historic District	1969	Assessor	District, MFR	Mid-Century Modern	Designed by architect William Krisel and constructed by builder George Holstein as a phase of one of the first condominium projects to be built in the Coachella Valley.	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,E,F; C/3/C,D	
640150006	1601-1616	Sandpiper Cir	Sandpiper Circle #16 Potential Historic District	1970	Assessor	District, MFR	Mid-Century Modern	Designed by architect William Krisel and constructed by builder George Holstein as a phase of one of the first condominium projects to be built in the Coachella Valley.	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,E,F; C/3/C,D	
640150052; 640150053	1701-1718	Sandpiper Cir	Sandpiper Circle #17 Potential Historic District	1969	Assessor	District, MFR	Mid-Century Modern	Designed by architect William Krisel and constructed by builder George Holstein as a phase of one of the first condominium projects to be built in the Coachella Valley.	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,E,F; C/3/C,D	
		Shadow Mountain Dr btw Ocotillo and Ironwood	Shadow Mountain Drive Potential Historic District	1959-1979		District, SFR	Mid-Century Modern	Mid-Century Modern single-family residences on Shadow Mountain Drive between Ocotillo and Ironwood, part of the Joe Dunas/Charles DuBois Purple Hills Estates development.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
	73838	Smoketree Ct	Corsican Villas Potential Historic District	1973	Periodical: Desert Sun, 02.16.1973	District, MFR	Late Modern	Late Modern townhouse condominium complex by Barry Berkus, 130 units with model at 73838 Smoketree Ct.	Country Clubs and Incorporation, 1967-1980; Architecture & Design, 1910-1980	Residential Development, 1967-1980; Modernism	A/1/A,E,F; C/3/C,D	
	45401-45453	Sunrise Ln	Village Green Potential Historic District	1961	Assessor	District, MFR	Mid-Century Modern	The 16-unit Village Green co-op apartments, designed by architect Harold J. Bissner.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
	73195-73223	Tumbleweed Ln	Desert Dorado Potential Historic District	1963	Building Permit No. 100252; Periodical: Desert Sun, 11.02.1963	District, MFR	Mid-Century Modern	Mid-Century Modern condominium complex developed by Meyer & Son, also has frontage on Shadow Mountain Dr.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
		Willow St	Willow Street Potential Historic District	1959-1979	Assessor	District, SFR	Mid-Century Modern	Mid-Century Modern single-family residences on Willow St (between Hwy 74-paralleling frontage road and turn to Purslane St) May have been developed by L.W. Thompson.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	
		Yucca Tree Dr	Yucca Tree Drive Potential Historic District	1950s-70s		District, SFR	Mid-Century Modern	Mid-Century Modern single-family residences on Yucca Tree Drive (between Deep Canyon and Fairway). Appears to be a Monte Wenck development, some/most designed by Charles W. Doty.	Diversified Development, 1957-1966; Architecture & Design, 1910-1980	Residential Development, 1957-1966; Modernism	A/1/A,E,F; C/3/C,D	

Appendix E. Palm Desert Tract Development Summaries

The following summarizes the development of Palm Desert’s major residential tracts during the historic period, in chronological order. It is not a comprehensive accounting of every residential tract in the city. Each tract’s summary is followed by tract maps and/or brochures as available; all are from the Historical Society of Palm Desert.

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Name/Number	Palm Village
Date	1933
Developer	William A. Johnson; Mollin Investment Company; Palm Village Land Company (I.C. Stearns and Ralph Hoffman)
Architect	Charles Gibbs Adams (landscape architect); Cleo Blanchet
Boundary	North of Highway 111 (near intersection with State Route 74)
Development History	<p>Considered the first residential subdivision in what is now Palm Desert, the origins of Palm Village began when developer William A. Johnson, president of the American Pipe & Construction Company, began acquiring land on the former Gillette Ranch site situated near the intersection of Highway 111 and State Route 74 in 1933.¹ By 1935, Johnson had subdivided about 50 lots in what was to be known as Palm Village.² To design tract features such as the subdivision's distinct curvilinear street layout, either Johnson or the subsequent developer hired notable Southern California landscape architect Charles Gibbs Adams. The streets were not formally graded until 1939.³ Of Palm Village's initial layout, a 1949 article remembered it to be "one mile long and half a mile wide, and looking like nothing human."⁴ It appears that only a few, if any, homes were constructed prior to 1938.⁵</p> <p>Around 1937, the Mollin Investment Company took over management of Palm Village from Johnson, who later sold his interest in the tract to Mollin in 1942. It was at this time that construction of the subdivision began in earnest.⁶ In November 1939, the layout of Palm Village was underway, advertised locally as "a new and unique community for people desiring desert homes."⁷ The 330-acre tract was completed with graded streets, tree-lined parkways, and waterlines. Local Coachella Valley architect Cleo Blanchet was chosen to design an administration building, and at least six bungalows were constructed for use as furnished model homes to entice interested buyers around this time.⁸ By</p>

¹ Historic Preservation Committee, "History and Tour," HSPD, "Palm Desert Milestones," 26.

² J. Wilson McKenney, *Desert Editor:...the Story of Randall Henderson and Palm Desert* (Georgetown, California: Wilmac Press, 1972), 116.

³ Fairchild Aerial Surveys, Flight C-6060, September 27, 1939 – December 7, 1939, and Flight C-5582, January 13, 1939, available through UC Santa Barbara Library Geospatial Collection, accessed December 2024, <https://www.library.ucsb.edu/geospatial/aerial-photography>.

⁴ Olive Orbison, "Background of Palm Village Is Told By Writer," *Indio News* February 17, 1949 (on file at HSPD).

⁵ HSPD, "Palm Desert Milestones," 26; "Background of Palm Village Is Told." Newspaper articles from 1940 mention construction of the first homes in Palm Village, after the Mollin Investment Co. had taken over the development (e.g., "New Palm Village Development Now Open," *Desert Sun* January 12, 1940).

⁶ McKenney, *Desert Editor*, 116; "Palm Village Desert Homes" brochure ca. 1939 noting "established 1937," on file at the Historical Society of Palm Desert.

⁷ "Palm Village Starts Near Indio," *Palm Springs Limelight-News*, November 18, 1939.

⁸ "Palm Village Starts Near Indio."

	<p>January 1940, Palm Village was officially opened for sales, and plans had been approved for at least eight homes in the neighborhood to be constructed on spec by contractors from Salt Lake City and Hollywood.⁹ The subdivision's deeds included racially restrictive covenants and additional covenants to restrict architectural design, a pattern common across Southern California and the United States at that time.¹⁰</p> <p>By the end of 1940, Mollin advertised recreational opportunities at the Palm Village Club, "an informally organized, closely restricted club designed to offer sports facilities to residents, members and their guests."¹¹ The subdivision also featured a swimming pool for its members and residents, comprising a portion of the old Gillette reservoir. Despite an extensive public relations campaign launched by Mollin during the 1940s, only about a dozen modest homes were constructed in Palm Village by 1945. These homes were constructed in vernacular iterations of the Moderne, Modern, and Minimal Traditional styles.¹² Federal Housing Authority (FHA) loans were available, indicating Palm Village adhered to FHA guidelines, particularly through the developers' use of curvilinear streets, modest footprints, and conventional architectural styles.</p> <p>During World War II, development of Palm Village came to a halt, and the partially-developed subdivision became the home of a temporary military instillation that was later dismantled in 1944. After the war, Mollin resurrected its sales campaign, and many of Palm Village's lots filled out with smaller, affordable homes intended for a more year-round clientele. The push to attract permanent residents to the desert (rather than the seasonal crowd) was spurred by the efforts of the Palm Desert Corporation, another development company that had by this point begun developing other lands in the area that would soon become Palm Desert. As such, Palm Village grew to become a diverse mixture of both small and large homes, apartment buildings, commercial lodges, and architecturally significant homes in the postwar years. Its homes were often constructed by individual homeowners, typically humble iterations of the Spanish Revival, Ranch, or Minimal Traditional designs, although Moderne and Mid-Century Modern examples were built as well.</p> <p>The Mollin Investment Company liquidated in 1948, after which time Palm Village became even more unrestricted, eventually becoming the predominant</p>
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⁹ "New Palm Village Development Now Open," Palm Village display advertisement, *Desert Sun* January 12, 1940.

¹⁰ Luke Leuschner, personal communication regarding previous deed research, December 2024.

¹¹ "Palm Village Season To Open," *Los Angeles Times* November 10, 1940

¹² "Palm Village Season To Open;" "Desert Community Properties Selling," *Los Angeles Times* December 1, 1940.

	<p>neighborhood of Palm Desert’s working class and people of color.¹³ Between 1946-1956, the development of Palm Village took place under I.C. Stearns and Ralph Hoffman’s Palm Village Land Company, which purchased the remainder of the Gillette Ranch for expansion.¹⁴ In 1951, Palm Village officially became part of Palm Desert with an honorary declaration. By that point, Palm Desert had replaced Palm Village as the area’s geographic identifier on regional maps.</p> <p>Homes constructed in the neighborhood under the Palm Village Land Company were even more varied and vernacular in style than in years prior, however a few notable Modernist residences such as the Rudolph Schindler-designed Maryon E. Toole residence (1948; CoPD Landmark #6) and the Miles C. Bates House designed by Walter White (1954, CoPD Landmark #8) were constructed in Palm Village during this period.¹⁵ White also designed a selection of smaller houses in the Palm Village neighborhood, including a cluster of spec homes developed by Charles Gibbs. One of the neighborhood’s latest developments was the multi-family Tripalong Apartments (extensively altered), which were developed in 1958 by prominent Palm Desert resident and actor William Boyd, also known as Hopalong Cassidy.¹⁶</p>
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¹³ U.S. Bureau of the Census, 1950 Enumeration Data, accessed December 2024 at ancestry.com.


¹⁴ HSPD, “Palm Desert Milestones,” 40; Orbison, “Background of Palm Village Is Told By Writer.”

¹⁵ Esther McCoy, *Five California Architects* (New York: Reinhold, 1960), 190; Welter, *Walter S. White*, 64-65.

¹⁶ “Palm Desert’s ‘Tripalong’ Apartments Completed, Newest Project in Palm Desert,” *Desert Sun*, November 1, 1958.


Live where it's Summer all winter long

FUN IN THE SUN




ADVENTURE

... beckons on desert and mountain trails—flanked by locy smoke trees and cacti—out where desert flowers in a riot of color stretch away to snow-capped mountain peaks.




GREAT SPORT

... archery—easy to learn and exciting fun—this ancient and honorable sport. Archery ranges are available to all Palm Village residents and guests. . . You'll want one in your own back yard!




FUN TO EXERCISE

... and beneficial, too . . . bicycling out where every deep breath of air is fresh, clean, and filtered through the sun's violet rays—and no traffic from which to shy.



IT'S REALLY TRUE

... swimming out-of-doors all winter, when the rest of the world is shivering to keep warm. . . A spic and span pool with sparkling cool water—fit to drink—is maintained for residents and guests.

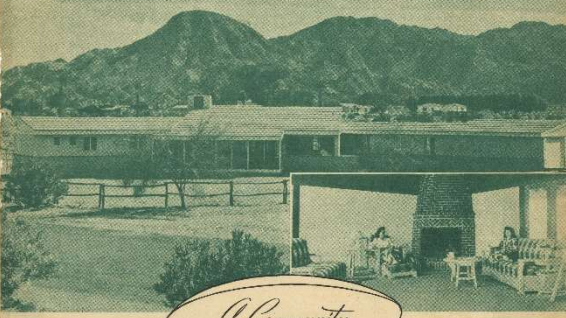


WHERE ELSE

... could you take a sun bath in summer time—and go skiing in winter all the same morning! Just one hour between seasons . . . one hour's drive from Palm Village to Mt. San Jacinto skiways.


PALM VILLAGE

Desert Homes



A Community

of homes designed to individual comforts . . . colorfully furnished for informal desert living.



PALM VILLAGE

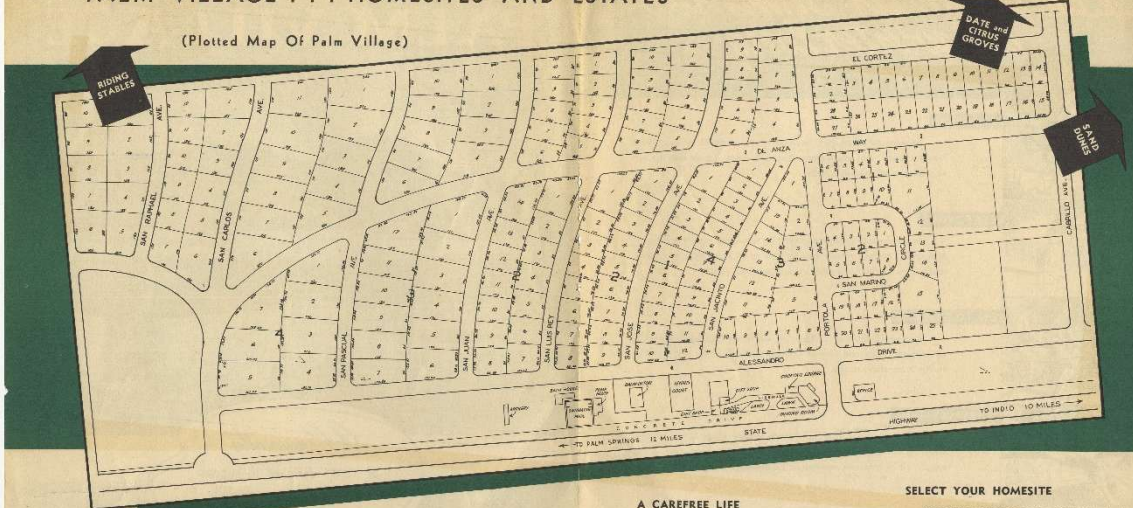
Desert Homes

P.O. BOX 40 - PALM SPRINGS - CALIFORNIA

"In the Heart of Southern California's "Desert Paradise"

PALM VILLAGE . . . HOMESITES AND ESTATES

(Plotted Map Of Palm Village)



HEALTHFUL CLIMATE

Nearly 150 miles inland from the coastline . . . sheltered from ocean winds and rain by mountain ranges . . . with a dry, warm atmosphere all winter . . . Palm Village offers you the choicest of Southern California's healthful climate. Average noontime temperature is 81 degrees. Average nighttime, 45 degrees. Twelve miles southeast of Palm Springs . . . 3 hours' drive east of Los Angeles . . . 700 feet above sea level . . . surrounded by desert, yet date and citrus groves thrive here in the rich soil. . . cool, sparkling water . . . 99.6% pure, is pumped from five 500-foot wells capable of supplying enough water for the house and garden use of a community of 50,000 people.

PLANNED COMMUNITY

Palm Village is carefully supervised and restricted to prevent it from ever becoming a crowded city or noisy resort. Its unspoiled desert beauty and peaceful atmosphere will never be sacrificed to commercial interests. Hundreds of native smoke trees, oleanders, Mexican palo verde, fan palms, Arizona cypress, date palms and tamarisk add to the natural beauty. The paved streets are gently curved to assure every homesite an unrestricted view of mountain and desert.

A CAREFREE LIFE

Far from crowded cities and industrial districts, it's like a different world in Palm Village . . . and a sure cure for city nerves and business worries. Every city convenience is here . . . electricity, water, telephone . . . daily delivery of food and laundry. Here you may live as you please . . . swimming in our beautiful pool, riding over sand dunes, playing badminton, tennis or archery . . . these provided for residents of Palm Village. Or, if you choose, there is always a warm desert sun under which it is so easy to relax and live quietly. Dining room, cocktail lounge, gift shops are at your service.

SELECT YOUR HOMESITE

Attractive homesites are priced to suit the individual's needs. The smallest plot measuring 60x120 feet provides ample space for a comfortable home and garden. Or, estates with bearing date and citrus groves—large enough for a stable and tennis court—are available at modest prices. Here you can build a home designed to express your own ideas. Here you will enjoy life to the utmost, basking in the sun's life-giving rays and surrounded by the beauties of Nature. No other community in America offers the unique advantages of Palm Village, with its secluded, healthful desert living.

City of Palm Desert | Historic Context Statement & Reconnaissance Survey Findings: Appendix E April 11, 2025
 ARCHITECTURAL RESOURCES GROUP

5

377



**YOU ARE INVITED TO
PALM VILLAGE**

This colorful desert oasis is just 30 minutes drive south-
east of Palm Springs... 75 miles from Los Angeles...
one hour on unimproved mountain roads for winegrowers...
... 30 minutes to Salton Sea (365 feet below sea level).

Only 300 feet above sea level, Palm Village offers ideal climatic living conditions... low humidity... average daytime temperature of 81 degrees... nighttime temperature of 45 degrees.

Here is beautiful Coachella Valley... where world-famous California Dates are grown... the land of the desert is irrigated with its glorious climate... shimmering sand dunes and distinctive foliage.

★
Palm Village homesites and estates are priced to suit individual needs.
For additional information address all communications to
PALM VILLAGE DESERT HOMES
BOX 80 PALM SPRINGS, CALIFORNIA

PALM VILLAGE *Desert Homes*

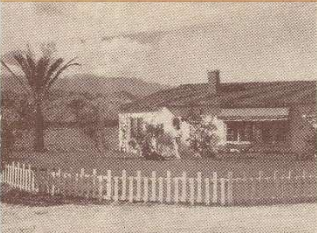


ESTABLISHED 1937
BOX 80 PALM SPRINGS


"THE DESERT AT ITS BEST"

MOLLIN INVESTMENT COMPANY, Developers... 2304 Huntington Drive, San Marino, California, Telephone CUnberland 3-1218

HEALTHFUL, SECLUDED LIVING




in the Desert


Picture of relaxing under a "violet ray" sun in America's finest winter climate... think of a carefree life in a choice nook of the unspoiled desert—the speeding, troubled world left far behind... think of pleasant out-of-door recreations at your finger tips in an informal atmosphere, yet secluded from the everyday throngs... that is Palm Village. Here in this charming desert oasis it is easy to relax... to enjoy life... to gain new vitality as the parade of peaceful sun-drenched days and cool, invigorating nights pass into pleasant memories.

Palm Village layout and landscaping was planned by the outstanding

artist, Charles Gibbs Adams, designer of the famous Hearst and Kellogg ranches and the city of Beverly Hills. Originally this fertile land was owned by King C. Gillette... the Razor King... who put a fortune into making it his "dream" ranch. Now... as a carefully supervised and restricted desert community... nearly a million dollars have been spent to provide such city conveniences as paved streets, electricity, telephones, shops, restaurant, market, cocktail lounge. There is an abundance of sparkling water... 99.6% pure... gushing from several 500-foot wells that tap nature's great reservoir. Here, lovers of the desert are building colorful homes.

PALM VILLAGE *Secret Homes*

WHERE IT'S SUMMER ALL WINTER LONG

... ENJOY A MORE ABUNDANT LIFE HERE ... IN THE ENCHANTING DESERT ...

Name/Number	Palm Desert
Date	1946
Developer	Palm Desert Corporation
Architect	Tommy Tomson; Kaufmann, Lippincott, and Eggers
Boundary	South of Highway 111
Development History	<p>Although it is hard to imagine given the community's growth and expansion, "Palm Desert" was foremost the creation of a single corporation, the Palm Desert Corporation (PDC), which conceived of the community, laid its streets and infrastructure, and sold the land for the hundreds of homes which were inevitably built. The bulk of Palm Desert's footprint south of Highway 111 dates to the community's inception in 1946.</p> <p>Led by Clifford "Cliff" Henderson, the PDC hired the landscape architect Tommy Tomson (also the brother-in-law of Cliff) to plan the community, which was to be built on an empty alluvial fan south of Highway 111.¹⁷ Tomson imagined a large subdivision consisting of multiple neighborhoods, a downtown strip, and various civic properties. His design for the community was situated alongside both Highway 74 and Highway 111 and featured gracefully curved streets meant to align with the existing Palm Village subdivision. The firm Kaufmann, Lippincott, and Eggers was hired by the PDC to design a private club (the Shadow Mountain Club) and various PDC facilities.</p> <p>The PDC began construction in the summer of 1946, beginning with water infrastructure supplied by a trio of wells and the Shadow Mountain Lake, a reservoir designed as a recreational "boating lake." The PDC's tract opened for sales on November 16th, 1946, at which point nearly sixteen miles of streets had been laid but, except for Cliff's personal home, a single house had yet to be built.¹⁸ This first portion of the tract which opened was Unit #1, which consisted of the community immediately south of Highway 111 and included commercial lots (including the downtown strip El Paseo) and lots for multi-family housing, but it mostly consisted of larger estate-sized parcels known as the "Shadow Mountain Estates." While lots quickly sold in Unit #1, the PDC was busy constructing Unit #3, which opened for sales in early 1947 and also consisted of more exclusive estate lots. It was on these two units, which were located between Highway 74 and Portola Avenue, that the community's most architecturally significant homes would be built by the likes of Walter S. White, Cliff May, Henry Eggers, Albert Frey, and H. E. Weston.</p>

¹⁷ Steven Keyton, "The Glamorous Gardens of Tommy Tomson: Part Two," *Eden* 19, no. 1 (Winter 2016), 17.

¹⁸ Luke Leuschner, "Palm Desert: A Sellable Dream on Forsaken Land, Part I," *The Hourglass*, Fall 2021.

	<p>While the PDC's branding and sales program was directed towards the establishment of higher-end estate homes, two units of the entire consisted of smaller lots and were intended to be more affordable. Unit #4, which was east of Portola Avenue, and Unit #6, which was west of Highway 74, both contained more affordable lots and catered to middle-class seasonal residents and families alike. Unit #4 opened in early 1947, but Unit #6 did not open for another two years, in early 1949.¹⁹</p> <p>The PDC controlled all aspects of the community's development through the Palm Desert Community Association, which set restrictive building requirements, reviewed architectural plans, and even policed the community's racial makeup (also enforced by racial covenants) to ensure the appearance of a "high-class" community.²⁰ To this day, Palm Desert's racial and socioeconomic geography can be traced to the development patterns set and policed by the PDC.²¹</p> <p>While the PDC sold hundreds of lots and dozens of homes were built, Palm Desert's growth was never as extravagant as the corporation had hoped. Other subdivisions including Panorama Ranch, Palm Dell, and a revamped Palm Village were also established during this time (frequently profiting off the PDC's marketing and infrastructure), in many cases offering similar amenities at a more affordable buy-in.</p> <p>In 1956, the PDC was liquidated to a consortium headed by real estate magnate Howard Ahmanson, and the Palm Desert Sales Company was formed to subdivide and sell the residual land. The PDSC was less concerned with cultivating a high-end image of Palm Desert, and many of the larger parcels were developed with condominiums and spec homes.</p>
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¹⁹ "Reservations Being Taken for New Palm Desert Unit," *Desert Sun*, January 14, 1949.

²⁰ Palm Desert Community Association applications, Clifford W. Henderson Collection, Historical Society of Palm Desert.

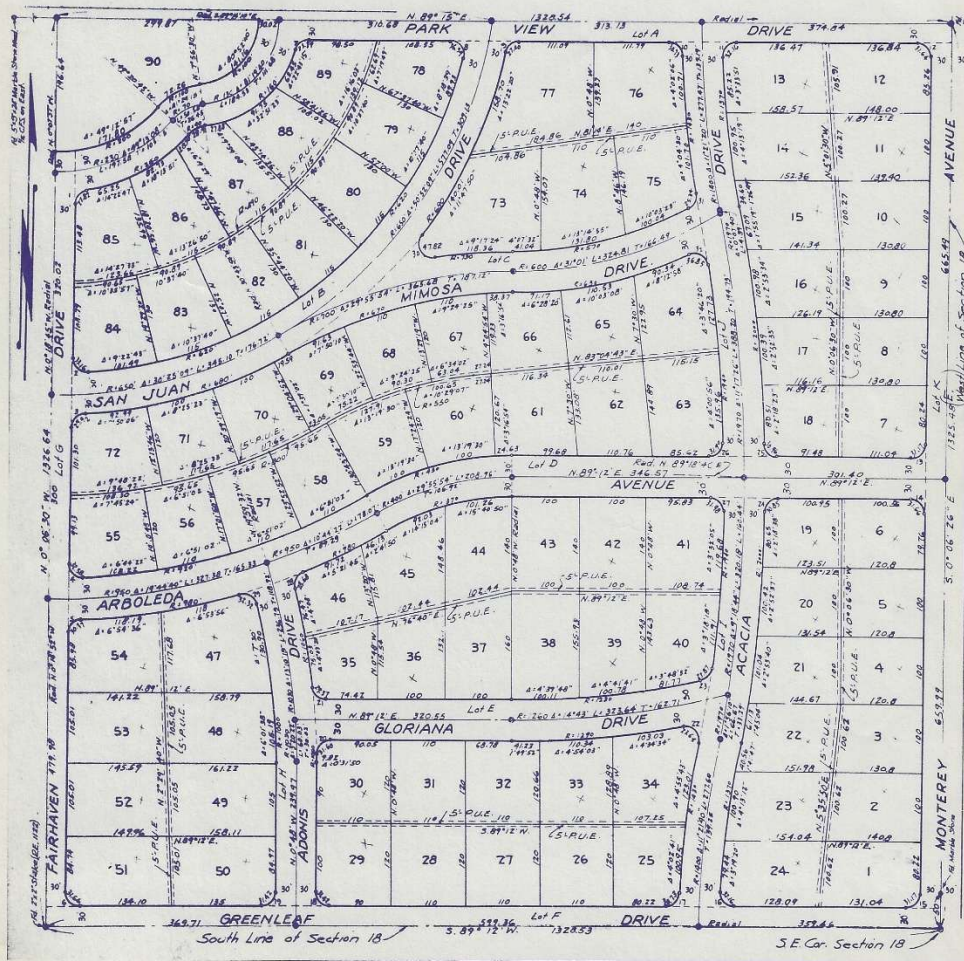
²¹ Leuschner, "Palm Desert," 2021.

Name/Number	Palm Dell Estates
Date	1946
Developer	Amos and Nell Odell; Dan Dunlop
Architect	
Boundary	Park View Drive to the north, Fred Waring Drive to the south, Fairhaven Drive to the west, and Monterey Avenue to the east
Development History	<p>Palm Dell Estates was a subdivision developed by Amos and Nell Odell, a couple that owned acreage adjacent to the Palm Village area and were engaged in date farming and other ranching activities. (The name “Palm Dell” is clearly a take on the Odell name.) Another owner, Dan Dunlop of Long Beach, was noted in later newspaper articles, but it is unclear what his stake was.²²</p> <p>Construction on the subdivision began in 1946, and streets and infrastructure were completed in the spring of 1947. At the time, Palm Desert itself was under construction and not as widely known, and thus Palm Dell initially associated itself with Rancho Mirage and “Greater Palm Springs.” The prominent Palm Springs realtor Culver Nichols was hired as the sales agent, with Rancho Mirage pioneer Don Cameron as the on-site salesperson.</p> <p>The subdivision was originally intended to be 160 acres (a quarter section), consisting of four quadrants with a central circular park. (It was noted during construction that the landscape architect J.A. Gooch of Armstrong Nurseries was consulting on the park design, but it is unclear if his design was completed or if he had any role in the subdivision layout.²³) However, only the southeast forty-acre quadrant was subdivided, and it appears that the park and community facilities were never completed. Only three houses were built by 1953, and ultimately the residual land was sold off and empty lots were filled in over ensuing decades.</p>

²² Don Cameron, “What Goes on In Palm Valley,” *Desert Sun*, March 14, 1947.

²³ Don Cameron, “What Goes on In Palm Valley,” *Desert Sun*, April 4, 1947.

PALM DELL ESTATES



"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SECURITY TITLE
INSURANCE COMPANY

31

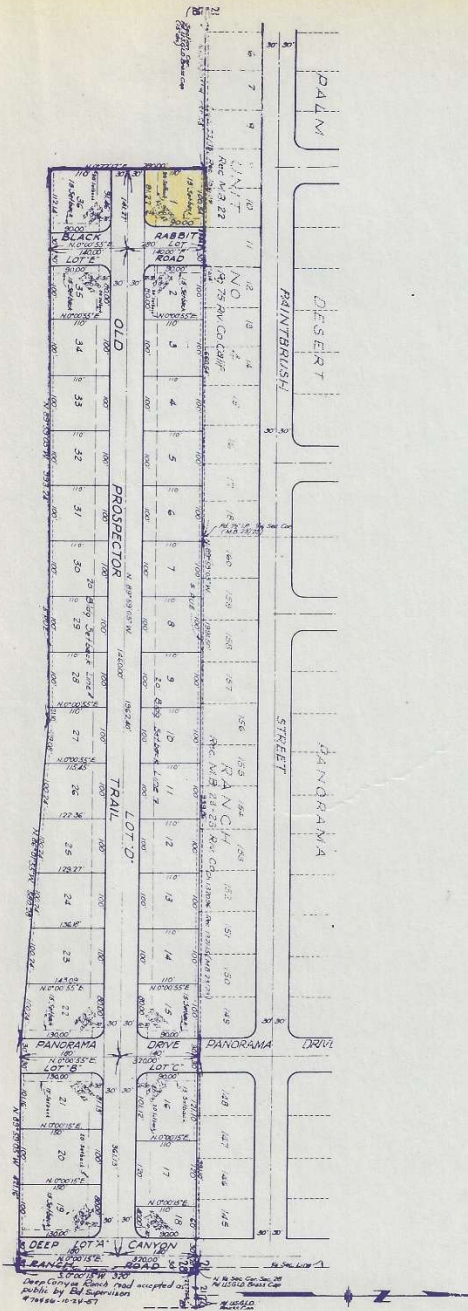
Name/Number	Deep Canyon Ranch
Date	1946 ca.
Developer	Philip Boyd
Architect	
Boundary	Fairway Drive to the north, Mockingbird Trail to the south, Portola Avenue to the west, and Deep Canyon Road to the east
Development History	<p>Deep Canyon Ranch was a subdivision owned and developed by Philip Boyd, a prominent landowner in the area who originally owned the land as part of thousands of acres of his namesake “Deep Canyon Ranch,” which later became a wildlife preserve and research center.</p> <p>In the fall of 1946, as the Palm Desert Corporation was working on the construction of their streets, Boyd filed to create “Deep Canyon Ranch Properties” with the clear intention of creating his own subdivision.²⁴ It is unclear exactly when streets were laid in his subdivision, but the first house was built in 1951. Deep Canyon Ranch was directly connected to Palm Desert Corporation’s Unit 4 neighborhood, which was intended as a more affordable and family-oriented neighborhood. The subdivision was expanded twice, once in 1955 and then again in the late 1950s.²⁵ Boyd never tried to develop spec houses, he simply sold lots to people who then built their own houses.</p> <p>Lots in the subdivision were typically of larger size, with some estate-sized properties at the eastern end of the development. A handful of homes were built, typically in modern Ranch styles, including the Randall Henderson house (John Outcalt, 1962) at 74555 Old Prospector Trail and the C. Larabee house (1956) at 74701 Old Prospector Trail, but the subdivision was not filled out until much later.</p>

²⁴ [Deep Canyon Ranch Properties legal notice], *Desert Sun*, September 20, 1946.

²⁵ [Article about development in Palm Desert], *Desert Sun*, January 10, 1956.

DEEP CANYON RANCH PROPERTIES

UNIT NUMBER 1



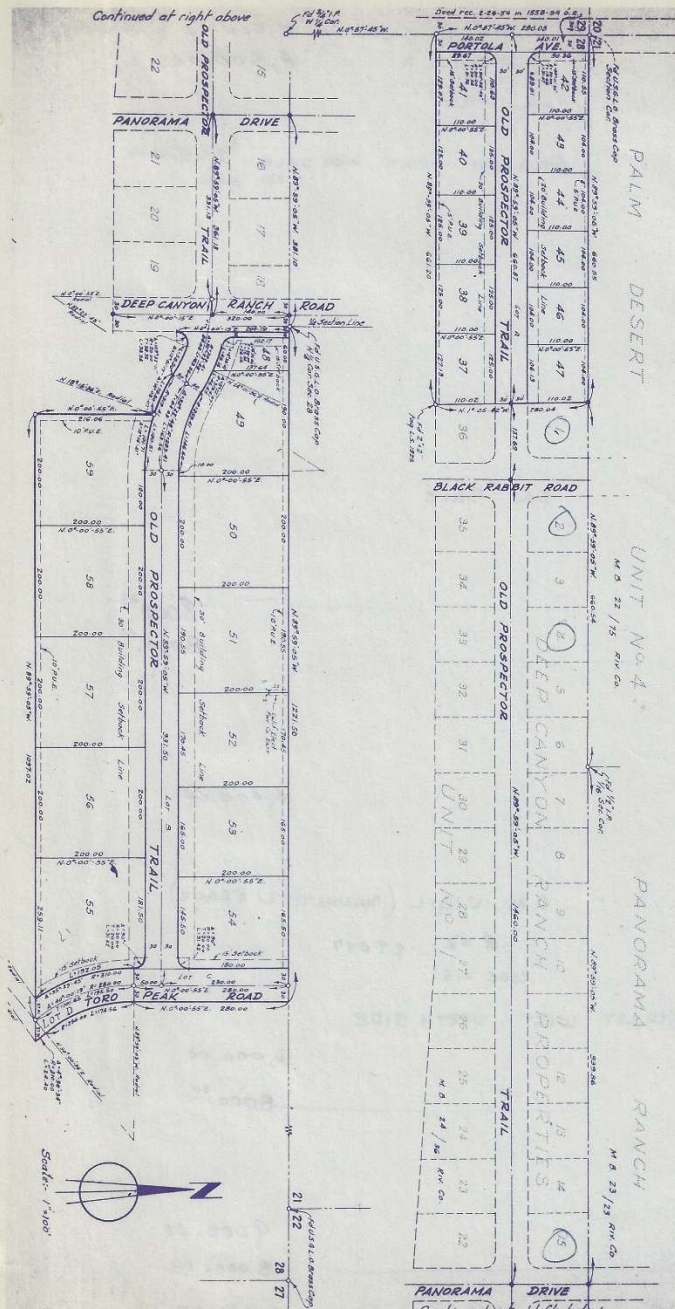
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SECURITY TITLE
INSURANCE COMPANY

29/83-84

DEEP CANYON RANCH PROPERTIES

UNIT NUMBER 2

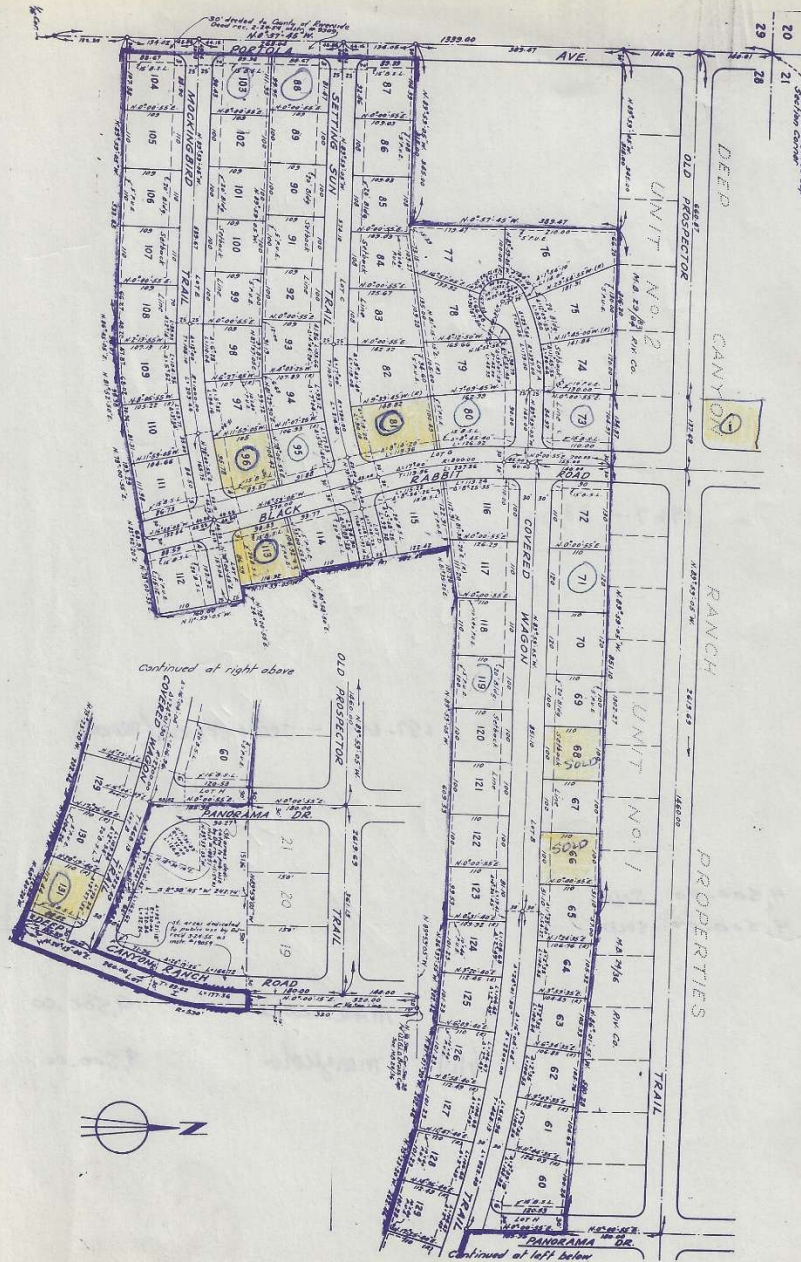


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SECURITY TITLE
INSURANCE COMPANY

5

33/97-98



DEEP CANYON RANCH PROPERTIES UNIT NUMBER 3

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SECURITY TITLE
INSURANCE COMPANY

6



THOSE with a yearning for simple living under convenient conditions will also appreciate the natural scenic beauty found in Deep Canyon Ranch Properties.

Located midway between Palm Springs and Indio, one-half mile south of Highway No. 111, this development is but three hours drive from metropolitan Los Angeles, and from San Diego.

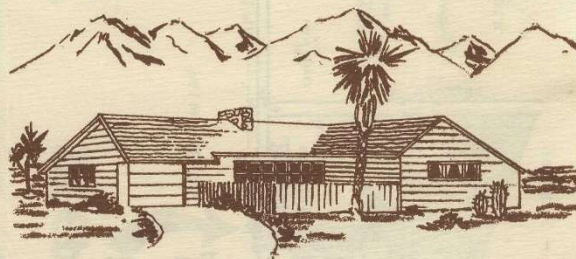
Deep Canyon Ranch Properties is the desert at its best. The gentle sloping terrain permits a commanding, uninterrupted view of the open desert and the mountain ranges rising majestically to heights that invite the winter snows on gallant and protective San Jacinto and San Geronimo to the northwest—the Santa Rosas to the south.

Our lots are planned for moderate sized homes; our restrictions carefully prepared to protect property values. We do not seek to attract extravagant estates nor do we require elaborate landscaping.

Our program is one of gradual growth with no aggressive sales organization nor professional promotion.



- ACCESSIBLE
- HOMESITES AMPLE AND MODERATELY PRICED
- SCHOOL, CHURCH AND SHOPS WITHIN WALKING DISTANCE
- CLEAR, DRY DESERT AIR
- FINE WATER SUPPLY WITH RESERVE STORAGE
- OUTDOOR LIVING
- RECREATION: GOLF, HORSEBACK RIDING AND SWIMMING NEARBY
- HEALTHFUL RELAXATION
- PEACE AND QUIET



Here on an American Desert is the natural beauty of spectacular mountain views, colorful sunsets, and clear moonlight nights.

DEEP CANYON PROPERTIES

Philip L. Boyd Stanley R. Lewis
President Vice Pres.-Manager
P. O. Box 232, Palm Desert, California

TED SMITH, REALTOR
P. O. BOX B
RANCHO MIRAGE, CALIFORNIA

Name/Number	Panorama Ranch
Date	1948
Developer	John Harnish
Architect	Barry Frost
Boundary	To the north by Highway 111, to the south by Fairway Drive, to the west by Abronia Trail, and to the east by Deep Canyon Road
Development History	<p>Panorama Ranch was developed by John Harnish, a former Los Angeles-based engineer and builder, in the wake of development by the Palm Desert Corporation.²⁶ It was located immediately east of the Palm Desert Corporation's Unit #4, which was intended to be the more affordable and family-oriented portion of the development. Panorama Ranch, while having restrictions similar to those of the Palm Desert Corporation and its own community association, was intended to be more affordable like Unit #4.</p> <p>Although planning appears to have begun as early as 1946, streets and utilities were laid at the end of 1948 and the subdivision was filed at that time. At the center of the subdivision, Harnish built a "Sports Corral" in 1949 with a swimming pool, barbeque area, and recreation facilities such as a shuffleboard court. A sales office was built on Highway 111 alongside a date shop, which was housed in a Quonset hut and known as the Panorama Date Market.²⁷ There were also three model homes built as part of the development campaign, all designed by local architect Barry Frost. The first was the Steel-Lite home, a prefabricated structure located at the corner of Panorama Drive and Peppergrass Street and completed in 1949. This was followed by two small "contemporary" homes, one at 73349 Chicory Street and 45618 Panorama Drive (both 1949).²⁸</p> <p>The subdivision, which opened in January of 1949, never saw particular success. Around a dozen homes were built in the first years, and then in 1953 Harnish hired builder Adrian Schwilck to design and build the "Pool-Side Homes," a cluster of eight small modern homes surrounding a communal pool (which was the original Sports Corral pool). It appears that Harnish gradually sold the land to other developers, first to a developer named James L. Russell, who purchased the residual subdivided land and sold it under the name "Palm Desert Heights," which was a short-lived effort.²⁹ In 1956, a man named John Adams purchased the residual twenty acres of land and created Palm Desert Estates, and Panorama Ranch organically filled out in the following years as lots</p>

²⁶ "New Subdivision Now Under Way East of Village," *Desert Sun*, January 7, 1949.

²⁷ "Col. Ellsworth Exclusive Agent," *Desert Sun*, November 24, 1950.

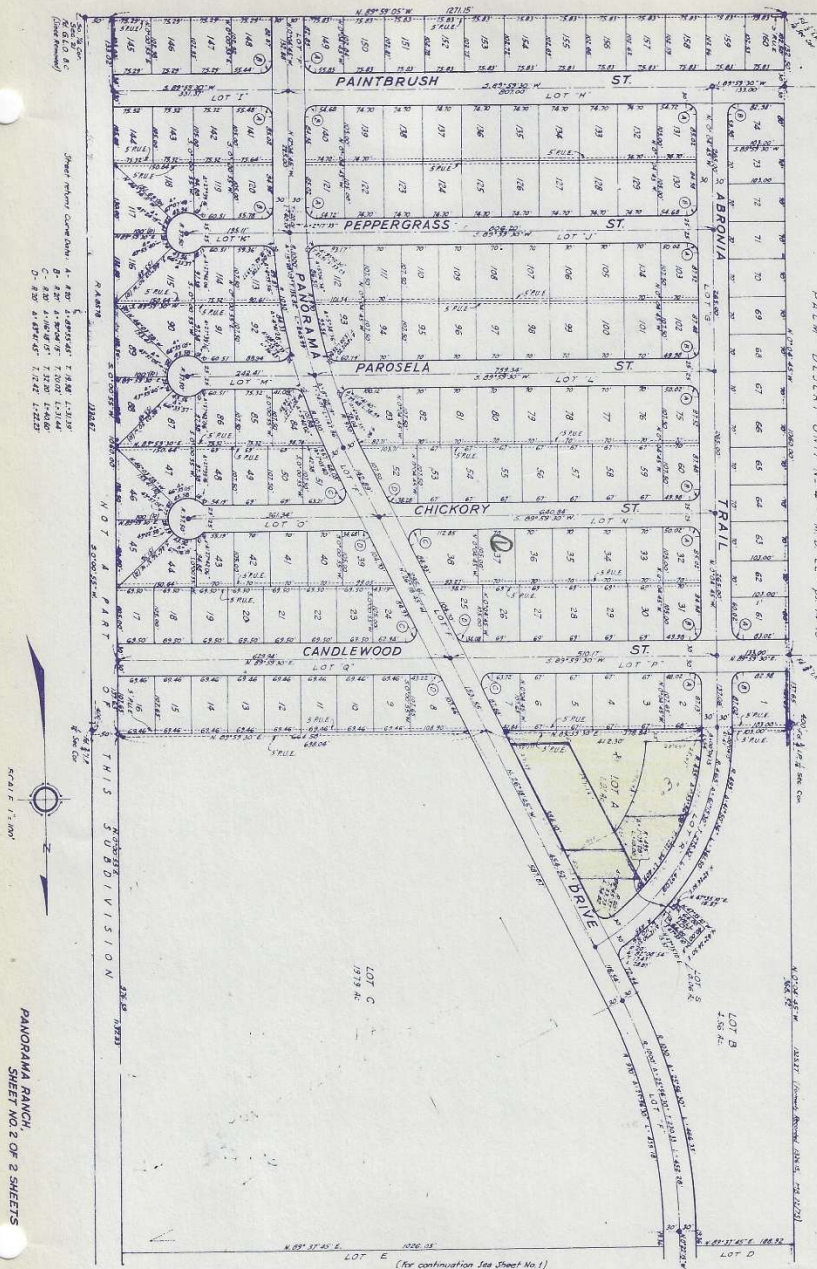
²⁸ Advertisement for Steel-Lite home, *Desert Sun*, April 1, 1949.

²⁹ "Russell Opens Desert Offices," *Desert Sun*, November 23, 1953.

	<p>were sold to individual buyers and spec builders.³⁰ Monte Wenck, who developed the adjoining Shadow Hills Estates in 1956, was particularly instrumental in filling the former Panorama Ranch with spec homes. By the end of the 1950s, the neighborhood was almost completely developed.</p>
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³⁰ “Adams Buys 20 Acres, Plans New Subdivision,” *Desert Sun*, December 4, 1956.

PANORAMA RANCH



"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SECURITY TITLE
INSURANCE COMPANY

“Planned For Casual Living”

For those who come to the desert with a friendly spirit to seek relaxation from the world of man made troubles PANORAMA RANCH offers reasonably priced homesites where the charm and beauty of desert life may be appreciated at its fullest.

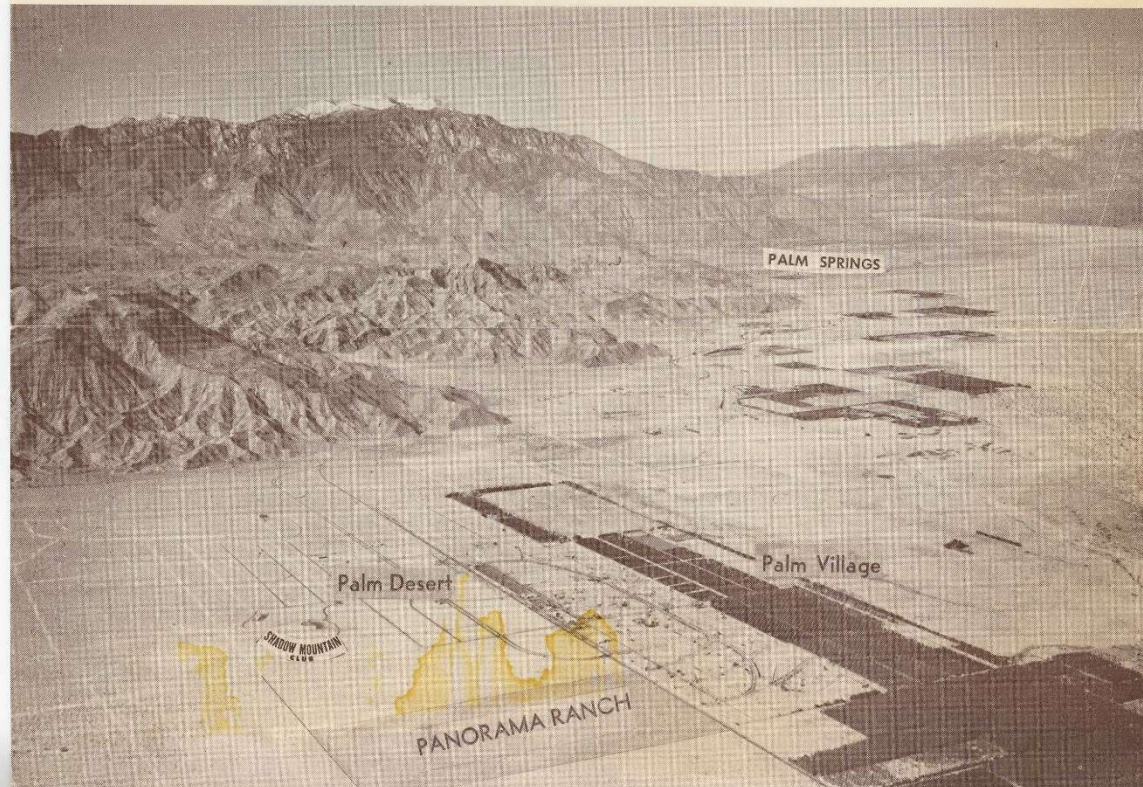
"PANORAMA RANCHERS" share the exclusive privileges of the Sports Corral with its swimming pool, barbeque, ramada and similar features. Club membership is included at no additional cost, with each homesite sold.



- NOW AVAILABLE . . .
- TWO BEDROOM • TWO BATH HOMES
- OF ADVANCED DESIGN
- COMPACT • CUSTOM BUILT
- SIMPLE UNCLUTTERED INTERIORS
- PRICED LOWER THAN YOU WOULD EXPECT

Adjoining the Desert Magazine Art Gallery — near the fabulous Shadow Mountain Club — across Highway 111 from Palm Village — adjacent to the school, churches, shops, stores. PANORAMA RANCH enjoys, but is not encumbered by, the conveniences of life.

Aerial view of the entire Palm Springs-Palm Desert-Panorama Ranch area showing the nation's leading desert recreational area.



Name/Number	Pines to Palms Estates
Date	1953
Developer	Hal Kapp and Ted Smith
Architect	
Boundary	Santa Gertrudis Drive [Bel Air Road] from Highway 74 to Alamo Drive
Development History	Pines to Palms Estates was a small tract that consisted only of Bel Air Road (originally Santa Gertrudis Drive) and appears to have been developed by Ted Smith and Hal Kapp (Desert Property Consultants). The subdivision map was created in 1953, however nothing was developed on the land until 1957, when the adjacent Palm Desert Highlands (1957) was subdivided by Kapp and Smith. At this time, the street was renamed “Bel Air Road” and essentially became part of Palm Desert Highlands. ³¹ The tract was never advertised under its name, and nothing was built on it until Palm Desert Highlands was developed.

³¹ “County Planners to Have 15 Desert Area Matter,” *Desert Sun*, May 11, 1959.

Name/Number	Shadow Mountain Park
Date	1954
Developer	Shadow Mountain Park Inc.
Architect	
Boundary	The streets of Shadow Lake Drive and Mountain View Avenue
Development History	<p>In 1953, the Shadow Mountain Club was sold by the Palm Desert Corporation to a group of its members which formed Shadow Mountain Park Inc as the new ownership entity.³² Almost immediately, the new corporation set about an improvement and development campaign which included the subdivision of surplus land on the northern border of the club into a tract named Shadow Mountain Park. The landscape architect Tommy Tomson, who had laid out Palm Desert and the Shadow Mountain Club, designed an initial scheme which was not realized.³³</p> <p>The subdivision was filed with the county in 1954, and by the beginning of 1955 the streets and utilities had been constructed, and the tract was opened for sales, first to members of the Shadow Mountain Club.³⁴ Homes in the subdivision were expected to be custom-built and of higher architectural design in character with the adjacent subdivisions previously developed by the Palm Desert Corporation. Lot sizes ranged, with the larger estate lots flanking Shadow Lake Drive (many of which directly faced the club grounds) and smaller lots available on Mountain View Avenue.</p> <p>One of the first homes to be built in the new subdivision was the Stanthony Corporation's "Hospitality House," a modern show house designed by architect William Bray intended to advertise the appliance company's products. Publicity for the home was extensive, and Shadow Mountain Park also featured the home in many of its advertisements.³⁵ Completed in 1956, the home was located directly next to the gates of Shadow Mountain Club (which also doubled as the western entrance to the subdivision) at 73745 Shadow Lake Drive.</p> <p>A selection of custom-built homes was constructed shortly after Shadow Mountain Park's opening. These included the Jack Blair residence (1957) at 73905 Shadow Lake Drive and George Walling residence (1956) at 73911 Shadow, both designed by modern architect John P. Moyer. The developer Eugene Roberts also built a trio of modern homes on Shadow Lake Drive, and a few other homes were built by other owners. The most significant home built in</p>

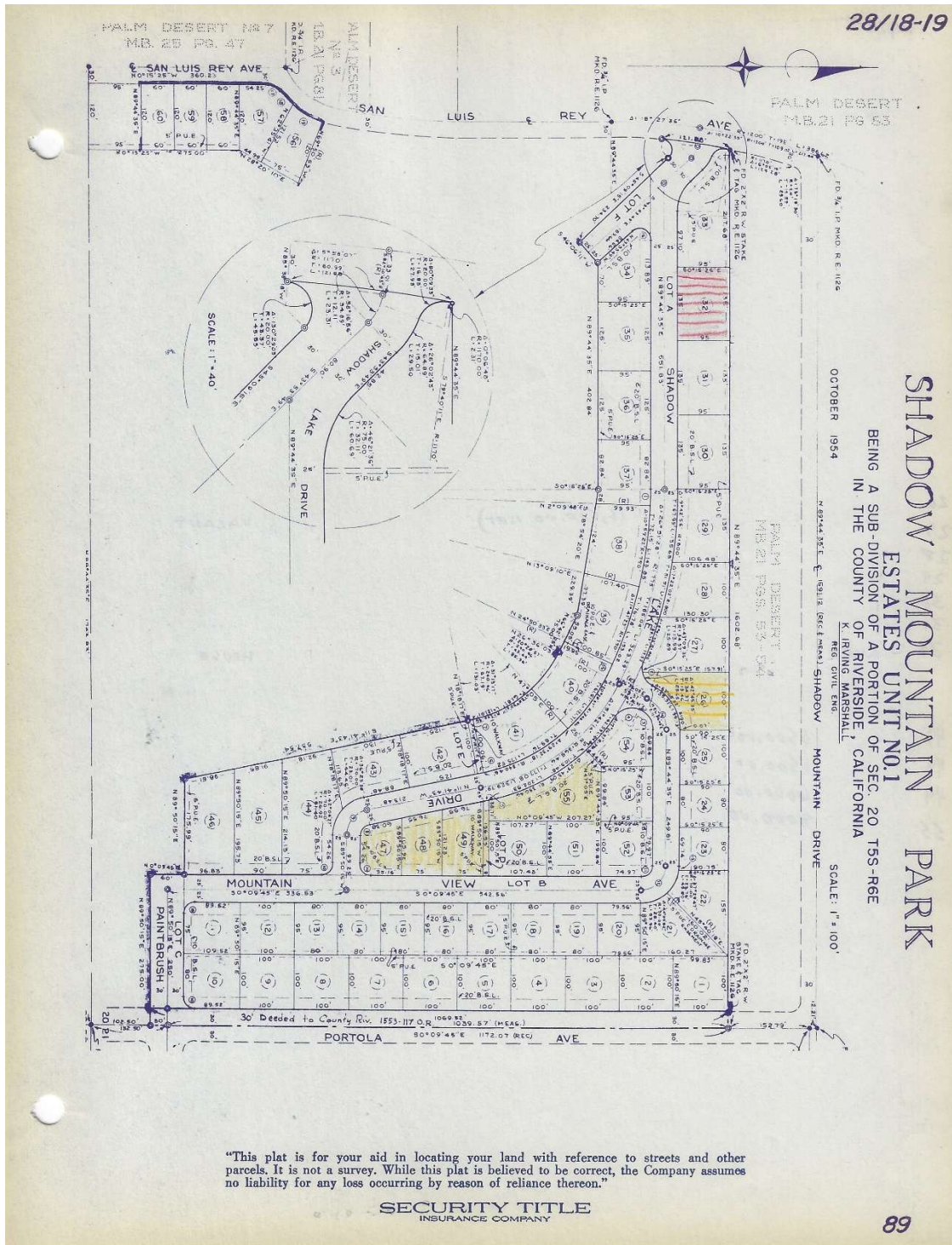
³² "Palm Desert Club Sold to Members," *Los Angeles Mirror*, November 30, 1953.

³³ Shadow Mountain Club, "Artist's Conception of the New Shadow Mountain Park," *Sun Spots*, October 1953.

³⁴ Shadow Mountain Club, "Homesites on Club Grounds Available Soon," *Sun Spots*, January 1955.

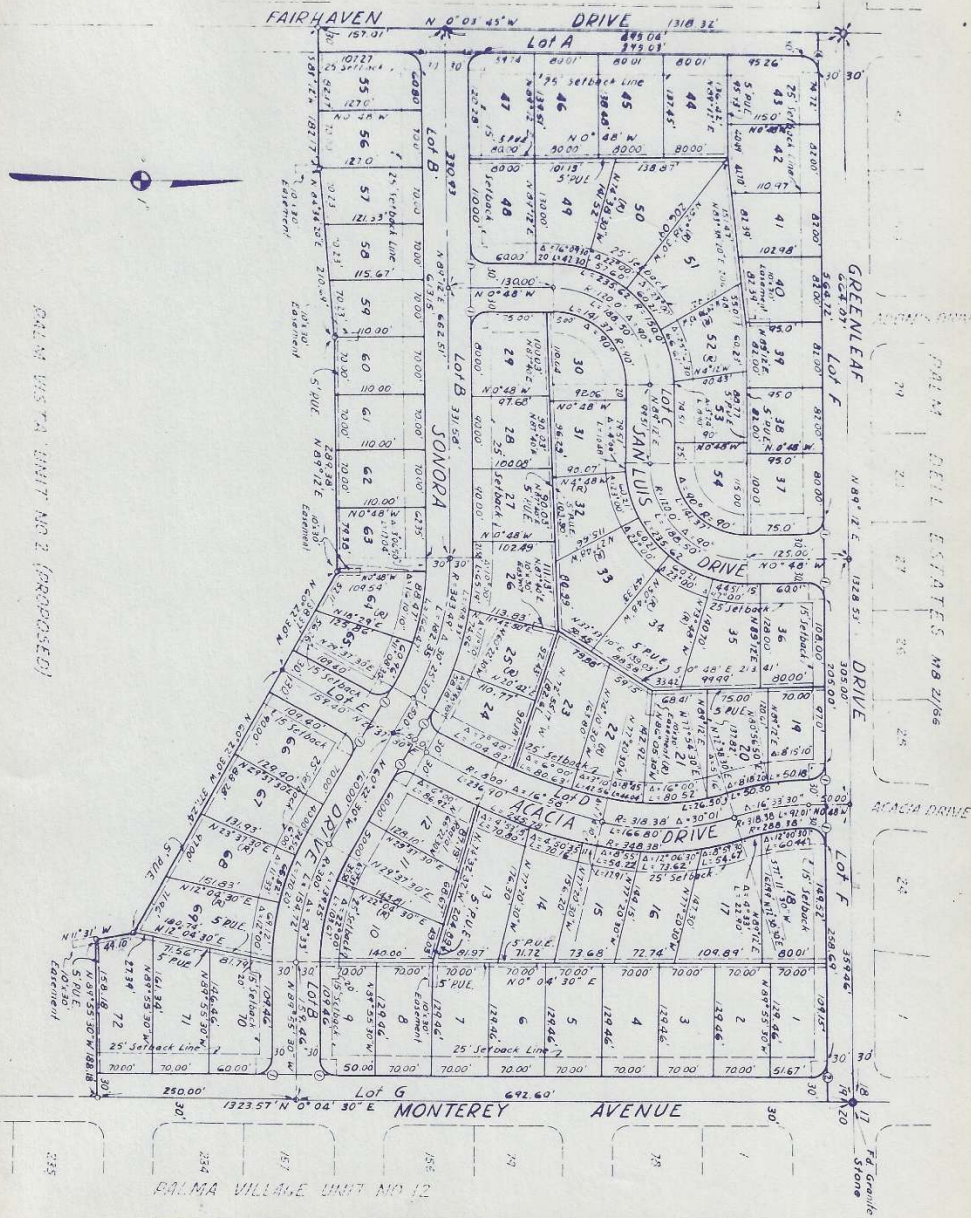
³⁵ Shadow Mountain Club, "'Hospitality House' to be Previewed," *Sun Spots*, April 1956.

	<p>this period was the Robert Overpeck residence (1956), a small modernist home designed by A. Quincy Jones disciple Warren Frazier Overpeck for his brother. Around a dozen homes were built in the subdivision in the first ten years of its existence, and it was filled out in ensuing decades.</p>
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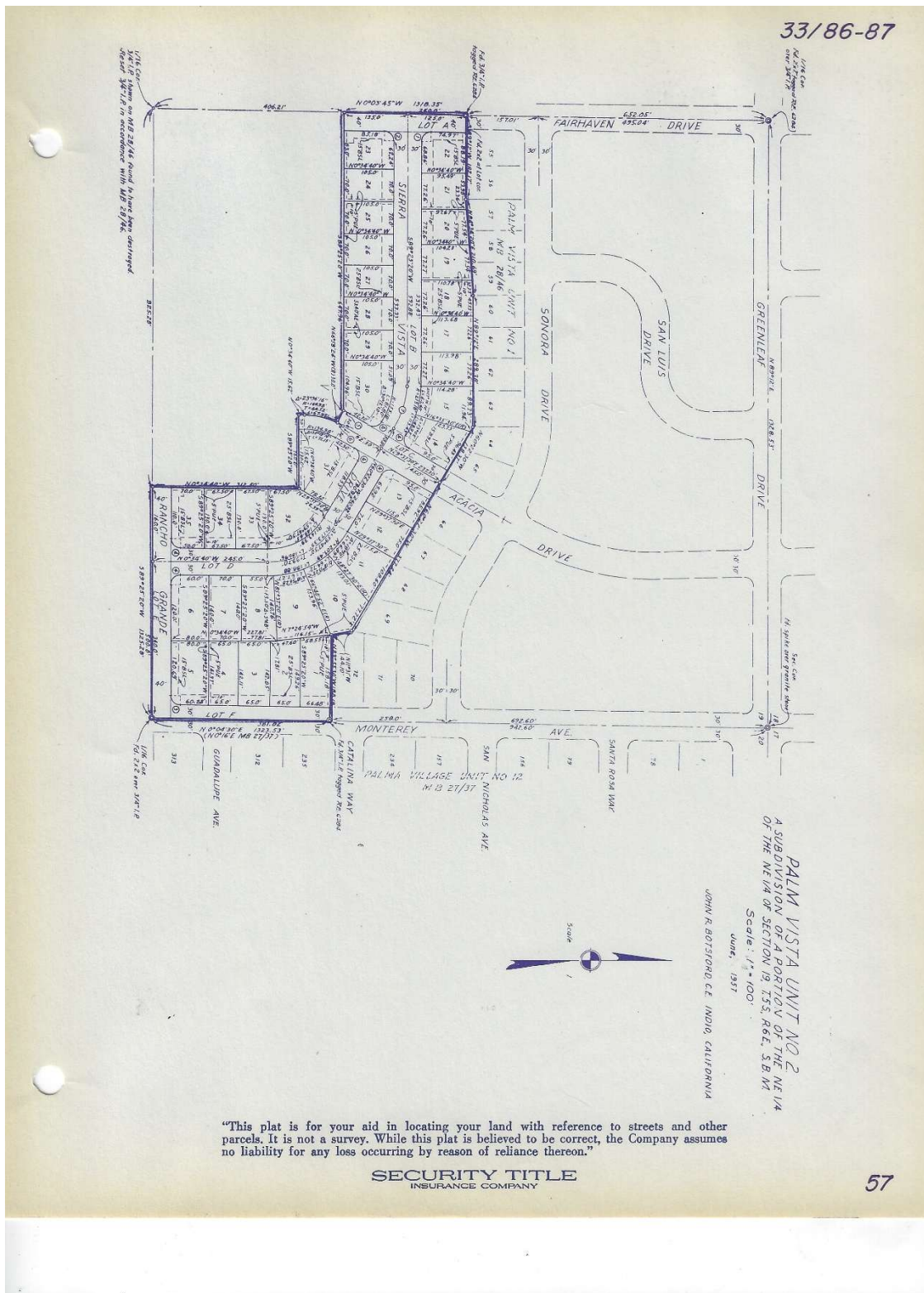
Name/Number	Palm Vista
Date	1955
Developer	Ted Smith
Architect	
Boundary	Fred Waring Drive to the north, Rancho Grande Drive to the south, Monterey Avenue to the east, and Fairhaven Drive to the west
Development History	Palm Vista was a small subdivision developed by prominent Palm Desert realtor and developer Ted Smith in 1955. There appears to have been no unified vision or form for the neighborhood, and that lots were sold for relatively low prices, and then built out in the mid- to late-1950s with Mid-Century Modern homes by a variety of speculative builders.

PALM VISTA UNIT NO.1



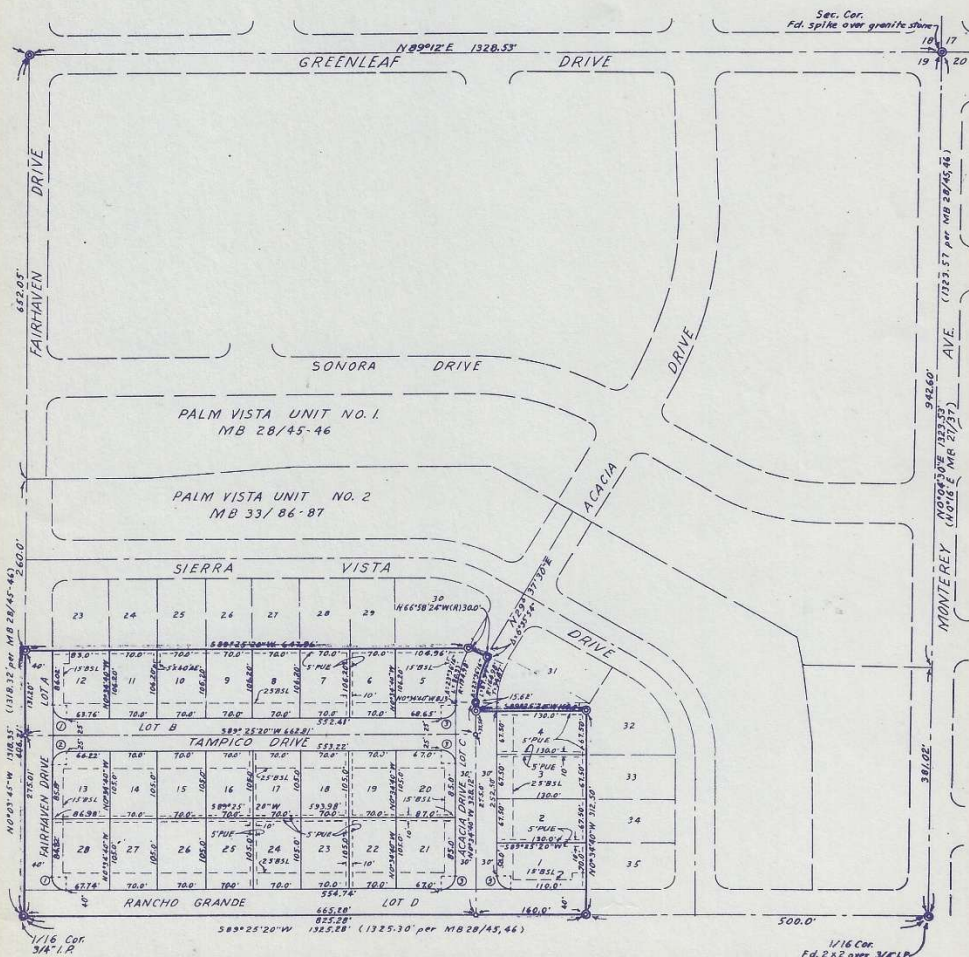
"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SECURITY TITLE
INSURANCE COMPANY



35/29-30

IN THE COUNTY OF RIVERSIDE, CALIFORNIA
PALM VISTA UNIT NO. 3



"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SECURITY TITLE
 INSURANCE COMPANY

58

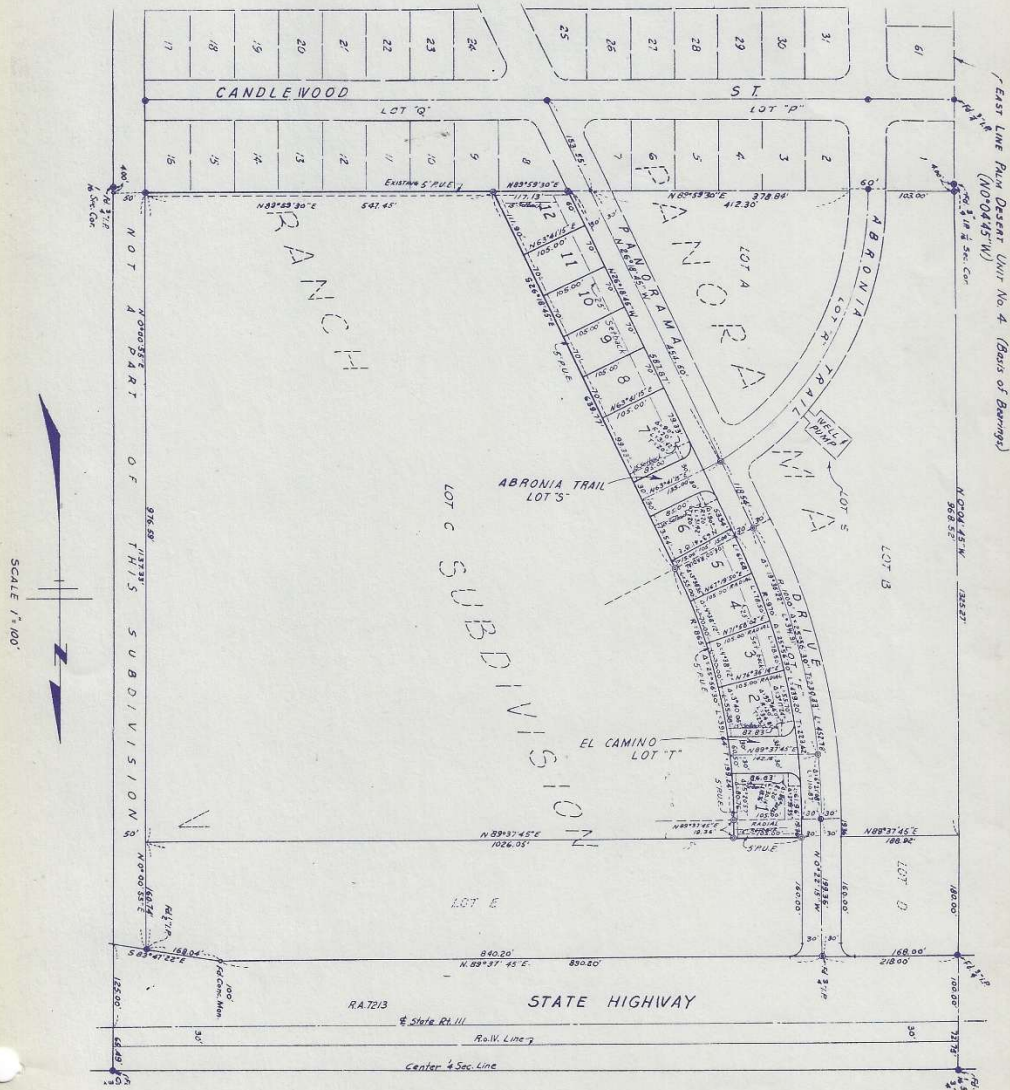
Name/Number	Palm Desert Estates
Date	1956
Developer	John Adams
Architect	
Boundary	El Camino to the north, Candlewood Street to the south, Deep Canyon Road to the east, and Abronia Trail to the west (not inclusive of the triangle between Abronia Trail, Panorama Road, and Candlewood Street)
Development History	<p>Palm Desert Estates was a small tract of a few streets developed by John Adams on twenty acres that was formerly part of Panorama Ranch. Adams purchased the land at the end of 1956, and then subdivided it shortly thereafter.³⁶</p> <p>According to a newspaper announcement, Adams had plans to develop a set of homes and apartments designed by the architect John Outcault.³⁷ However, only one Outcault-designed house was built at 45432 Panorama Drive (1957), and when Adams built himself a house at 45468 Panorama Drive (1957), it was designed/built by of Patten & Wild.</p> <p>A few homes were built by individuals on Panorama Drive, but it appears that Adams mostly sold land to developers who built apartments and condominiums, which included an apartment complex at 45325 Panorama Drive (1962), the Village Green condominiums designed by Harold Bissner and Robert Pitchford at 45413 Sunrise Lane (1961), and an apartment complex designed by architect Robert Ricciardi at 45301 Deep Canyon Road (1964).</p>

³⁶ "Adams Buys 20 Acres, Plans New Subdivision," *Desert Sun*, December 4, 1956.

³⁷ Ibid.

32/19-20

IN THE COUNTY OF RIVERSIDE
PALM DESERT ESTATES
 BEING A RESUBDIVISION OF A PORTION OF LOT "C" OF PANORAMA RANCH SUBDIVISION M.B. 23 PAGE 23
 IN THE SW¹/₄ OF SECTION 21, T55. R6E. S.B.B.&M.
 (LINE 105C)
 SCALE 1" = 100'

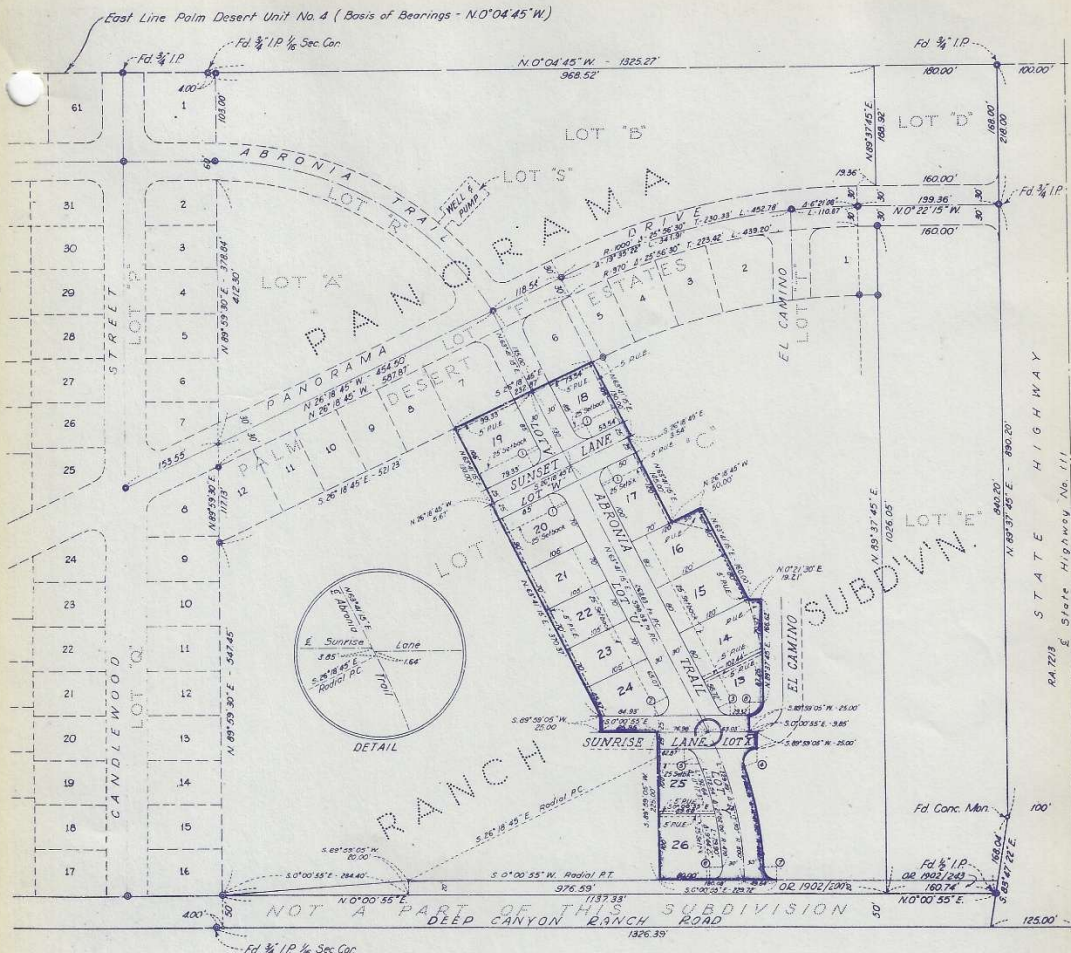


"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SECURITY TITLE
 INSURANCE COMPANY

50

34/8-9



IN THE COUNTY OF RIVERSIDE
PALM DESERT ESTATES - UNIT NO. 2
 BEING A RESUBDIVISION OF A PORTION OF LOT 'C' OF PANORAMA RANCH SUBDIVISION M.B. 23 PAGE 23
 IN THE SW¼ OF SECTION 21, T.5S-R.6E. S.B.B. & M.

"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SECURITY TITLE
 INSURANCE COMPANY

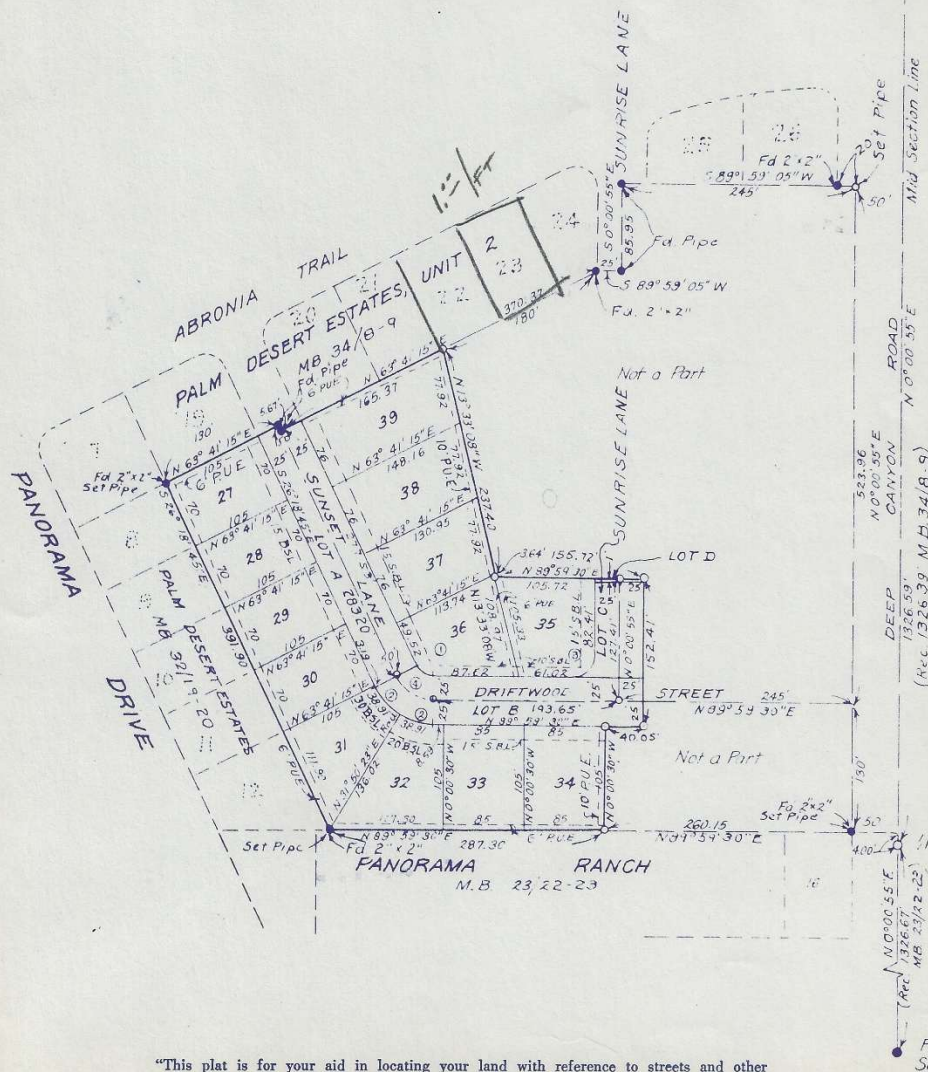
5/

39/11-12

IN THE COUNTY OF RIVERSIDE

PALM DESERT ESTATES NO.3

BEING A RESUBDIVISION OF A PORTION OF LOT "C" OF PANORAMA RANCH SUBDIVISION M.B. 23.
PAGE 22 & 23 - IN THE NE 1/4 OF THE SW 1/4 OF SECTION 21, T5S-R6E, SBB&M



"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SECURITY TITLE
INSURANCE COMPANY

52

Name/Number	Shadow Hills Estates
Date	1956
Developer	Monte Wenck
Architect	Charles W. Doty
Boundary	Highway 111 to the north, Fairway Drive to the south, Deep Canyon Road to the west, and Toro Peak Road to the east
Development History	<p>Shadow Hills Estates was a tract created by developer Monte Wenck, a prominent resident of Palm Desert who went on to own the Shadow Mountain Club. Wenck appears to have purchased most of the land for the tract in 1954, and immediately began planning for a subdivision.³⁸ Initially, it appears that Wenck intended to build a tract of Cliff May Homes in partnership with the prominent developer Clifford Henderson, but only one such property was built, at 74540 Monteverde Way.³⁹</p> <p>Between 1955 and 1956, Wenck subdivided his acreage into Shadow Hills Estates. Except for the street Monteverde Way, which was excluded from the subdivision and consisted of estate-sized lots, the subdivision was intended to be a more affordable and to contain a variety of homes and apartments. It was directly adjacent to Palm Desert Corporation's Unit #4, Panorama Ranch, and Palm Desert Estates, all of which contained a more a diverse and affordable selection of homes.</p> <p>Wenck clearly intended to develop many of the homes himself, beginning with a model home designed by architect Charles W. Doty⁴⁰ at 45630 Deep Canyon Road (1956). Between 1956 and 1962, Wenck built dozens of modern homes in Shadow Hills Estates from a variety of plans which were likely designed by Doty. In addition, a selection of builders like M. L. Beard and Charles White also developed homes (often building the same models, which suggests that they were allied with Wenck) within the subdivision. Wenck, Beard, and White also built these homes on empty lots in surrounding subdivisions, therefore diffusing the character of the Shadow Hills tract into the surrounding neighborhoods.</p> <p>These homes were modern, smaller, and targeted towards a more affordable demographic. In addition, Wenck also developed a series of apartment</p>

³⁸ Helen Anderson, "Palm Desert," *Desert Sun*, September 27, 1954.

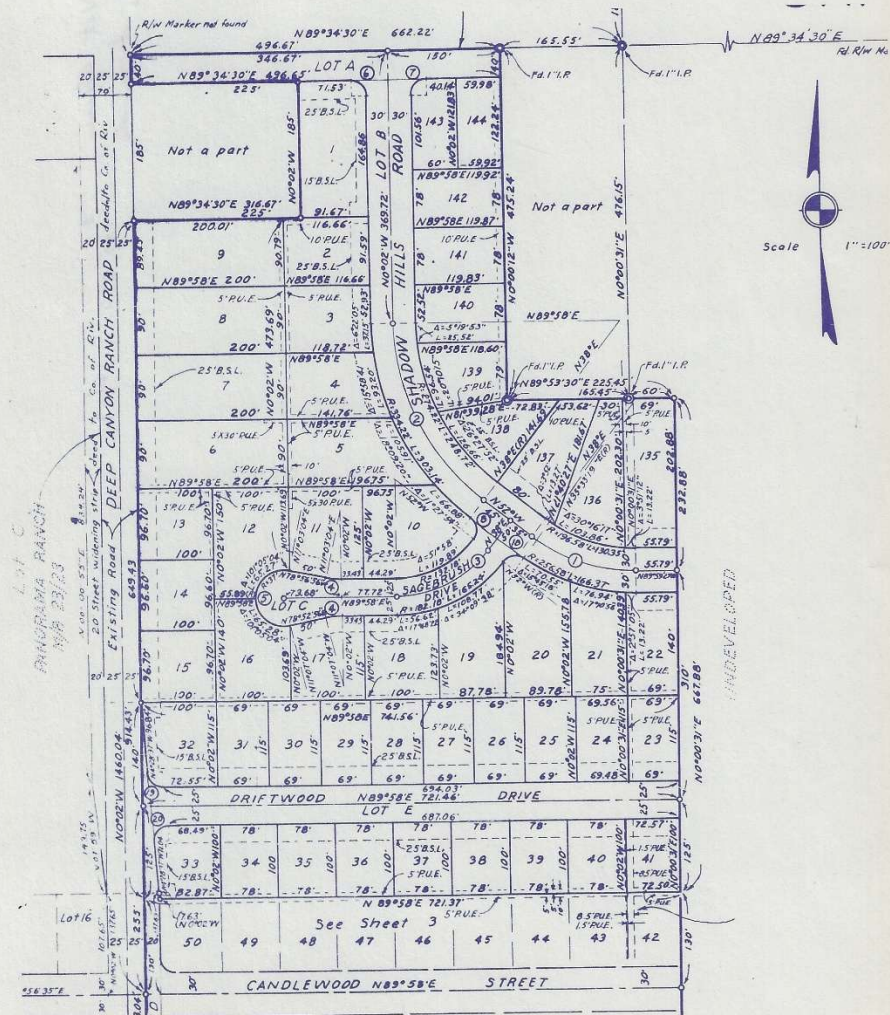
³⁹ Advertisement for Cliff May Homes, *Los Angeles Times*, March 13, 1955. Contracts, correspondence, and plans for the Henderson-Wenck partnership are in the Clifford W. Henderson Collection at the Historical Society of Palm Desert.

⁴⁰ Advertisement for Shadow Hills Estates model home, *Desert Sun*, March 16, 1956. Doty appears to have been the architect for many, if not all, of the homes developed in and around Shadow Hills Estates built by Wenck and his colleagues, but further documentation is needed to confirm. Many of the homes appear to be the same model as the one he is confirmed to have built, and many others are generally consistent with his work during this period.

	<p>buildings, including the Shadow Hills Apartments (1960) at 74550 Shadow Hills Road, an apartment complex at 74602 Shadow Hills Road (1963), and another complex at 74601 Shadow Hills Road (1966).⁴¹</p> <p>Apart from the properties developed directly by Wenck and his associates, a number of individual homeowners also purchased lots and built their own houses. As was typical of the neighborhood, the homes were smaller in size but were occasionally designed by prominent architects in such instances as the George Mitchell house (Walter S. White, 1957) at 74581 Peppertree Drive or the Roy Adamson house (John Outcalt, 1959) at 74614 Peppertree Drive.</p> <p>By the mid-1960s, Shadow Hills Estates was almost completely developed with homes and a selection of apartments. Additionally, Wenck and his associates had also succeeded in developing many of the empty lots in adjoining subdivisions, thereby giving the whole neighborhood a highly developed and Mid-Century Modern character.</p>
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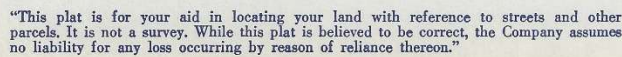
⁴¹ The apartment complex developed by Wenck at 74601 Shadow Hills Road (1966) appears to be a design by architect Richard Dorman, for it is a near exact copy of the Dorman-designed Fairview Cottages built by Wenck immediately prior. Further documentation is needed to confirm this attribution, however.

IN SE $\frac{1}{4}$ OF SECTION 21, T.5S., R.6E., S.B.M.



"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SECURITY TITLE
INSURANCE COMPANY



SECURITY TITLE
INSURANCE COMPANY

Name/Number	Silver Spur Ranch
Date	1956
Developer	Adrian and Mercedes Schwilck; Sol Lesser
Architect	
Boundary	Haystack Road to the north, Portola Avenue to the south, Arrow Drive/Chia Drive to the west, and Portola Avenue to the east. (Does not include Corsican Villas, Ironwood Park, or the houses along Agave Lane.)
Development History	<p>Silver Spur Ranch was the creation of Adrian Schwilck, a builder and developer who had previously done work in Panorama Ranch, and his wife Mercedes Schwilck, who provided funding for much of the venture. In 1955, the couple began purchasing land from Alvasina Nolan, a homesteader who owned hundreds of acres of land on the upper slope of Palm Desert, and who had previously refused to sell her land to the Palm Desert Corporation.⁴² The Schwilcks' land purchases from Nolan and others ultimately totaled around 600 acres.</p> <p>Development on the subdivision began in 1956 with the laying of streets and infrastructure, the construction of a sales office (47550 Silver Spur Trail), and the construction of a model home (47845 Sun Corral Trail). From the beginning, the branding of the development was intended to evoke a ranch-type atmosphere. Much of the early architecture was designed in a modern Ranch style and horse facilities were also constructed.</p> <p>The Schwilcks developed a few dozen homes (particularly along Sun Corral Trail and Little Bend Trail) themselves in phases between 1957 and 1959, while at other times allying with spec builders to develop other portions of Silver Spur. In some cases, individuals purchased land and built their own houses designed by significant architects such as Cliff May, Walter S. White, and Howard Lapham.</p> <p>Adrian Schwilck appears to have acted as the architect for the homes he developed himself, while other architects such as Earl Kaltenbach designed the homes developed by partnered builders. Although the development claimed to target an exclusive clientele, houses ranged in size and price, from affordable seasonal homes to larger estates, and architecture and construction was policed by a homeowner's association. The Palm Springs realtor Tony Burke was brought on by the Schwilcks to act as the sales agent, and he himself lived in the house at 73408 Little Bend Trail.</p>

⁴² Oral History with Adrian Schwilck, May 22, 1980, *Historical Society of Palm Desert*, accessed via https://archive.org/details/capdhs_000102.

	<p>In 1957, the singer Bing Crosby purchased a sixteen-acre parcel of land at the southernmost point of development's landholdings and built a home for himself designed by architect Howard Lapham. Crosby subdivided his land into four parcels, and a selection of his friends constructed neighboring houses, including Jimmy Van Heusen, Phil Harris, and Randolph Scott.⁴³ Although Crosby's name was frequently mentioned in publicity materials, he never held a stake in the development, and was essentially removed from the neighborhood. In 1962, President John F. Kennedy infamously stayed at Crosby's house in Silver Spur Ranch.⁴⁴</p> <p>The initial phase of development (1956-1959) was relatively successful, and by the end of the decade a few dozen homes had been built. In 1959, the movie producer and real estate developer Sol Lesser purchased a majority stake in the venture, and Schwilck went on to develop the Shadow Mountain Fairway Cottages.⁴⁵ Lesser and his consortium of associates hired the architect William Krisel to design homes, a clubhouse, and master plan for a new, massive phase of development that was to take advantage of all landholdings. However, these grand plans were almost entirely unrealized, and only about a dozen of the Krisel-designed homes were constructed.</p> <p>In 1962, Schwilck, reeling on success from the Shadow Mountain Fairway Cottages, purchased back the majority stake in Silver Spur Ranch for a considerable markup.⁴⁶ Working with the architect Richard Harrison, he built dozens of duplexes and homes, developing the entirety of Feather Trail, Birdie Way, and the lower portion of Silver Spur Trail, while simultaneously building on empty lots distributed throughout the neighborhood. Schwilck also intended to develop recreational facilities and built a clubhouse and pool (now part of Corsican Villas) designed by architect Robert Ricciardi. However, partially due to a glut of development in the mid-1960s, many of these properties remained unsold for years, and Schwilck ultimately lost the development to foreclosure.</p> <p>The foreclosure ultimately stymied any further planned development and remaining lots were filled in piecemeal over ensuing years. In the 1970s, Ironwood Country Club (including the Crosby properties) was developed partially on land originally part of the Silver Spur landholdings, as was the Corsican Villas.</p>
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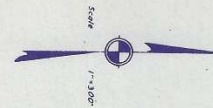
⁴³ Jack Smith, "Crosby in Surprise Marriage," *Los Angeles Times*, October 25, 1957.

⁴⁴ "Officials Will Welcome JFK At City Airport," *Desert Sun*, March 22, 1962.

⁴⁵ "Planning Ready for Silver Spur," *Desert Sun*, October 16, 1959.

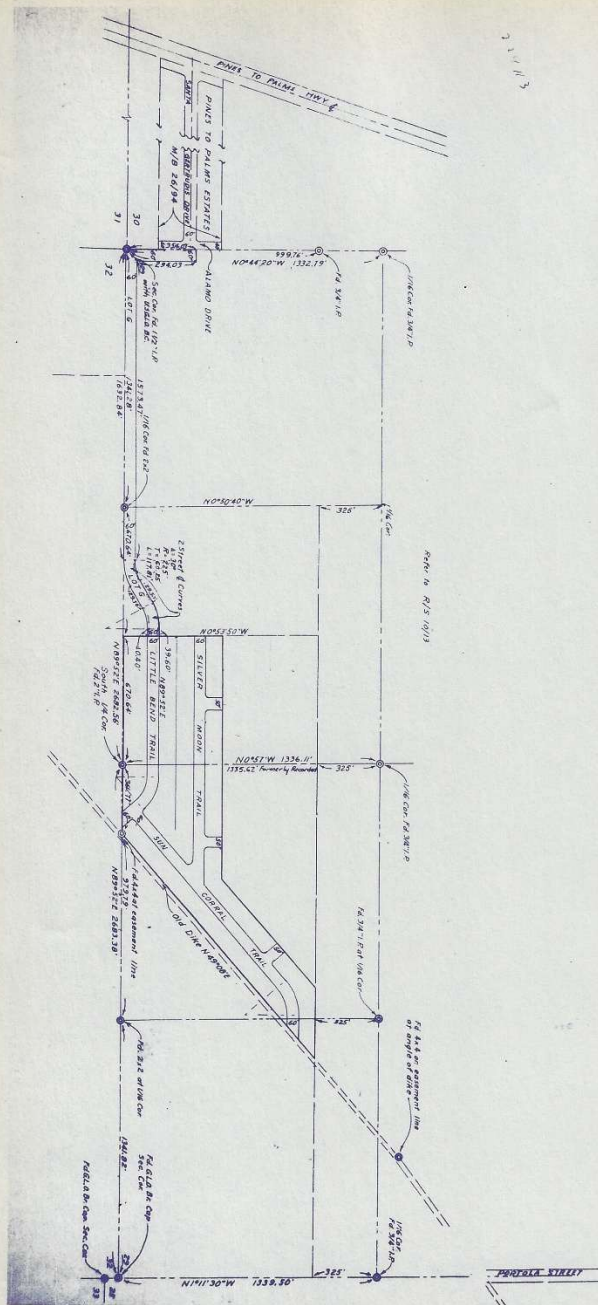
⁴⁶ "\$2,500,000 Ranch Goes to Schwilck," *Desert Sun*, July 6, 1962.

30/54



SILVER SPUR RANCH UNIT NO. 1

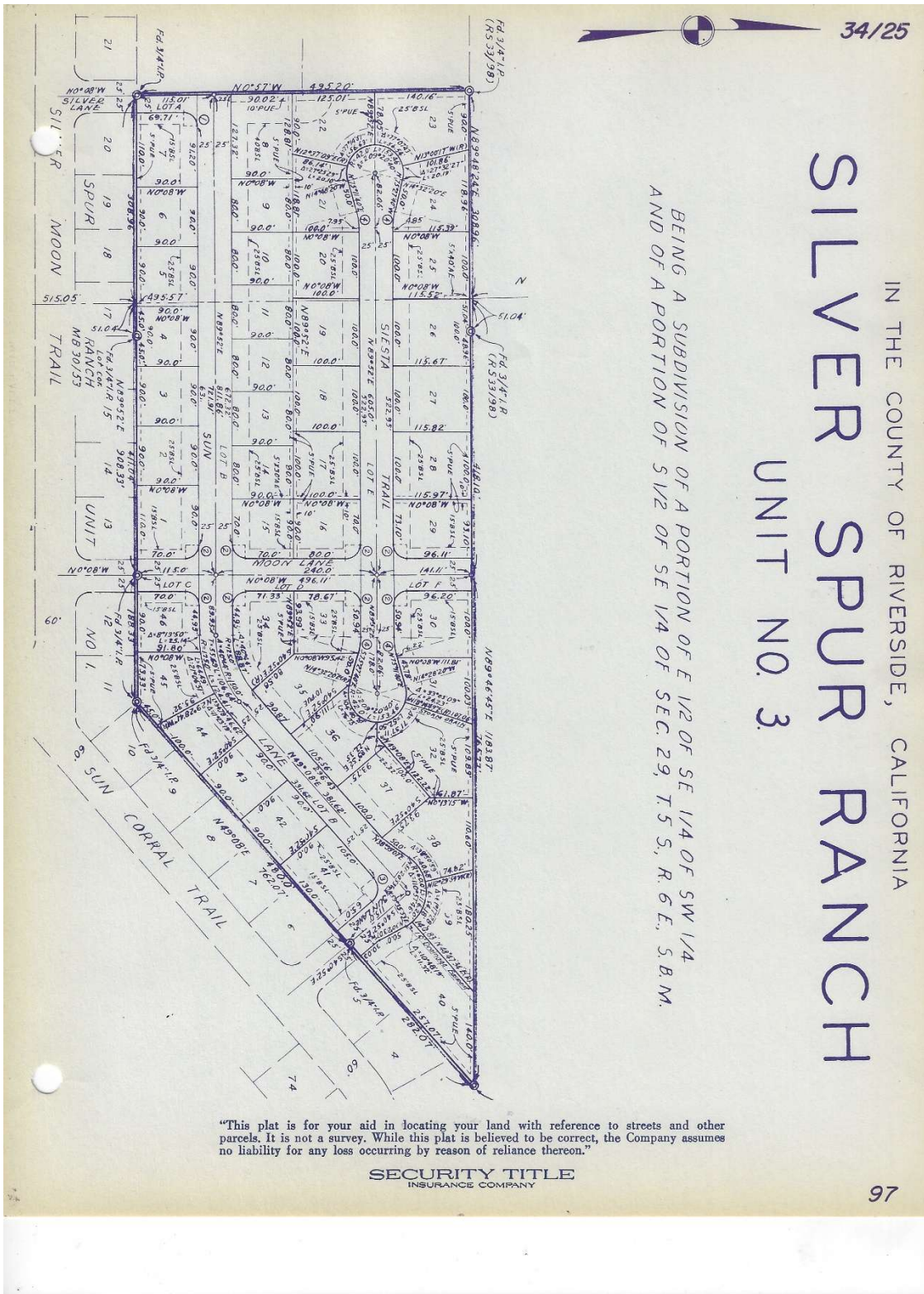
ACCESS ROAD TO A SUBDIVISION OF A PORTION OF
S 1/2 OF S 1/2 OF SEC. 29, T3S, R6E, S8M



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SECURITY TITLE
INSURANCE COMPANY

95



SILVER SPUR RANCH

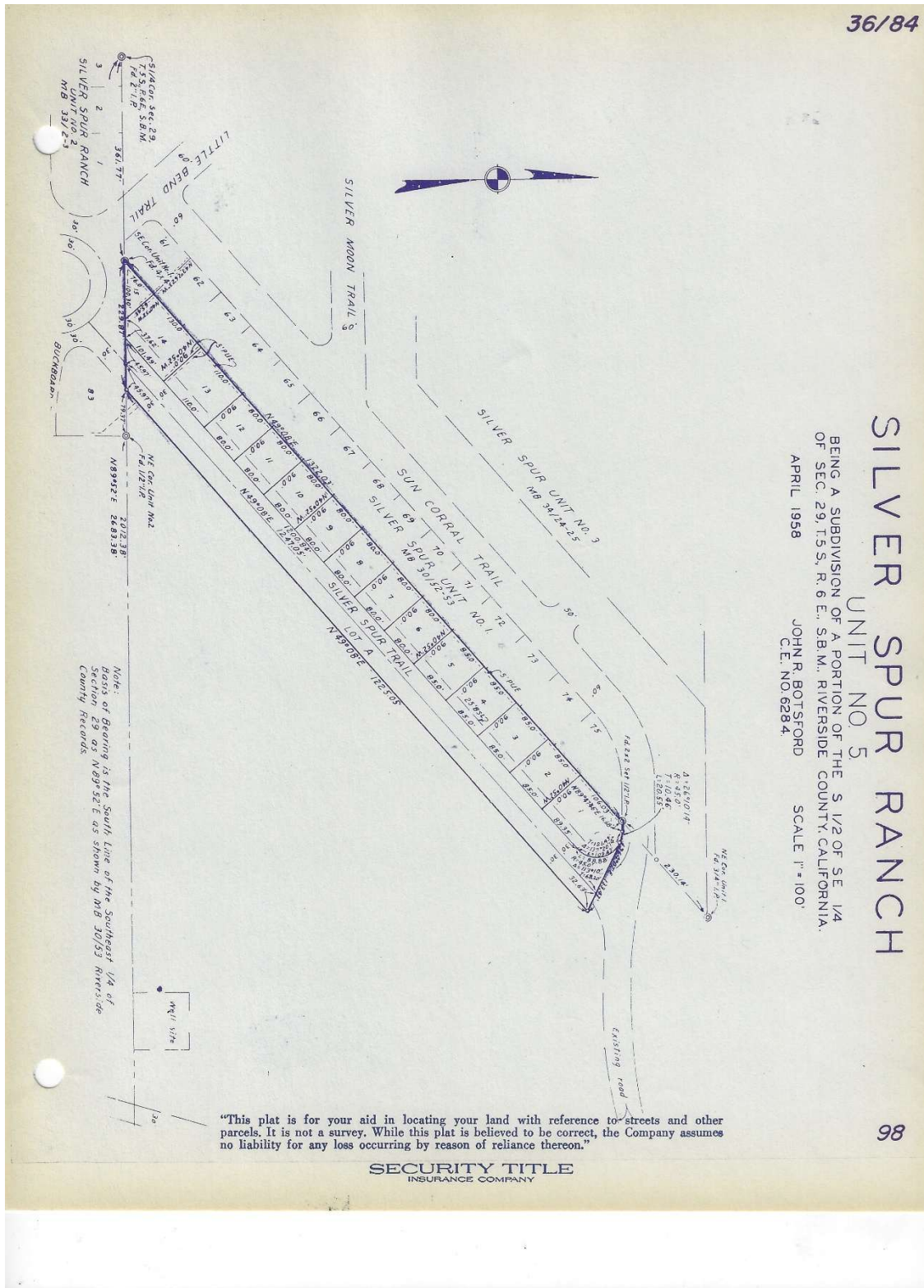
UNIT NO. 5

BEING A SUBDIVISION OF A PORTION OF THE S. 1/2 OF SE. 1/4
OF SEC. 29, T.5S, R. 6 E., S.B.M., RIVERSIDE COUNTY, CALIFORNIA.

APRIL 1958

JOHN R. BOTSFORD
C.E. NO. 6284

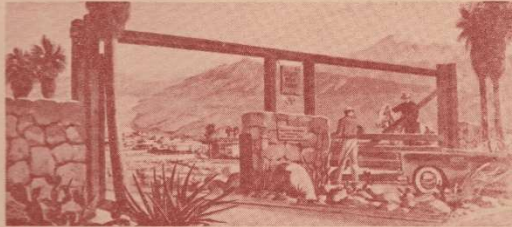
SCALE 1" = 100'





SILVER SPUR RANCH PALM DESERT

THE VALLEY'S FINEST RANCH HOME COMMUNITY, SECLUDED, RESTRICTED, SHELTERED AND
WITH MAGNIFICENT VIEWS IN ALL DIRECTIONS FROM ITS HIGH TERRAIN

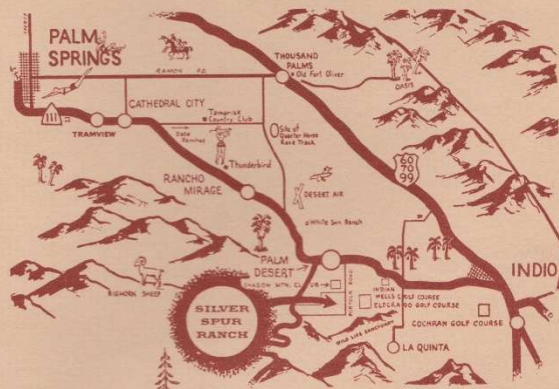


FROM THE MOMENT YOU ENTER THE HANDSOME RANCH GATEWAY PICTURED ABOVE YOU HAVE A FEELING OF PRIVACY AND SENSE A TOUCH OF THE OLD WEST MINGLED WITH ALL THAT YOU SEEK IN COMFORTABLE DESERT LIVING. ALL OF THE BEAUTIFUL PALM LINED ROADS IN SILVER SPUR RANCH ARE PRIVATE.

RECREATION FACILITIES FOR ALL PROPERTY OWNERS IS PLANNED IN A PARK LIKE AREA KNOWN AS THE "SPORTS CORRAL." THESE FACILITIES ARE CONTROLLED BY THE SILVER SPUR RANCHERS ASSOCIATION, MEMBERSHIP IN WHICH IS REQUIRED OF ALL PURCHASERS PRIOR TO OWNERSHIP. THIS ASSOCIATION IS FOR A MUTUAL BENEFIT AND PROTECTION OF EVERY PROPERTY OWNER IN SILVER SPUR RANCH, AND IS INCLUDED IN THE RECORDED RESTRICTIONS.

THIS YOU MUST SEE! IN PALM DESERT LOOK FOR THE SILVER SPUR RANCH SIGN AT THE CORNER OF HIGHWAY 111 AND PORTOLA ROAD. YOU WILL PASS THE CHURCH, SCHOOL AND SHADOW MOUNTAIN CLUB ON THE WAY TO OUR GATEWAY AND COVERED WAGON.

SILVER SPUR RANCH IS LOCATED ON SOME 600 ACRES SOUTH OF PALM DESERT ADJOINING THE PICTURESQUE DEEP CANYON AND WILD LIFE REFUGE. FROM ITS HIGH TERRAIN THE VIEWS ARE BREATHTAKING. THIS PLANNED RESTRICTED RANCH TYPE DEVELOPMENT IS BIG ENOUGH TO PROVIDE THE HAPPY COMBINATION OF SMART VACATION HOMES AND SPACIOUS YEAR 'ROUND HOMES.



SILVER SPUR RANCH PROPERTIES

BOX 16, PALM DESERT — PHONE Flreside 6-6161

Howard Fulmer

REAL ESTATE BROKER

Phone FA 8-2590

VILLAGER/MARCH

JUST A FEW WEEKS AGO IT WAS WIDE OPEN DESERT SAGEBRUSH LAND

NOW IT IS SHAPING UP INTO THE VALLEY'S FINEST RANCH HOME COMMUNITY;
SECLUDED, RESTRICTED, SHELTERED AND WITH MAGNIFICENT VIEWS IN ALL
DIRECTIONS FROM ITS HIGH TERRAIN



The **GATEWAY** is up, the **WELL** is down. Some of the wide curving roads are in and lined with tall palms and cactus. **HOMESITES** are staked and handsome model homes are nearing completion. Not long now for natural gas, electricity and phone lines. OH! This is really something to see!

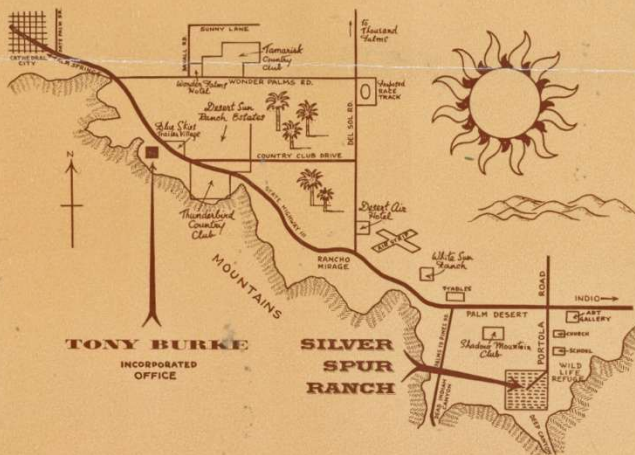
SILVER SPUR RANCH will offer the ideal easy-maintenance small home in several plans and sizes, with fireplaces, built-in color-matching gas ranges and ovens, sliding glass doors, elegant bathrooms, air-conditioner ducts, all in a style and finish unequalled on the desert, and in harmony with the complete ranch-type development.

HOMESITES of full one-acre dimensions and 2½ acre ranch sites are located closer to the open trail-riding range at the entrance to picturesque **DEEP CANYON** and the **WILD LIFE REFUGE** of many thousand ruggedly beautiful acres. Horse owners can ride for days over fresh trails in the canyons and foothills and keep horses on their own ranch sites or at the community stables.

ALL ROADS are private and the huge development of more than 600 acres will be fenced off for that seclusion so many crave but find it difficult to secure nowadays.

A **SPORTS CORRAL** is planned to include a large swimming pool, tennis courts, a pitch and putt golf course, and a youngsters' playground. This will be controlled by the **SILVER SPUR RANCHERS ASSOCIATION**, membership in which will be required of all purchasers of property at a small cost prior to ownership. This Association is organized for the mutual benefit and protection of every property owner at Silver Spur Ranch, and is included in the recorded restrictions.

DRIVE along **HIGHWAY 111** to **PALM DESERT** and look for the **SILVER SPUR RANCH** sign at **PORTOLA ROAD** (see map). You will pass the Church and School and Shadow Mountain Club on the way to our gateway and the covered wagon. Ask **ROY ST. LEON**, our **TOP WRANGLER**, to show you around.



OR WRITE P.O. BOX 910, PALM SPRINGS

EXCLUSIVE AGENTS **TONY BURKE** INCORPORATED

OFFICE: 70237 HIGHWAY 111. PHONE PALM SPRINGS 85432

ADRIAN AND MERCEDES SCHWILCK • OWNERS • DEVELOPERS



Smart Homes for a Smart Address

 **SILVER SPUR RANCH**

TWO MODEL HOMES OPEN FOR YOUR INSPECTION

Furnished by **BARKER BROS.**
 Studio of Interior Design, Palm Springs
 VINNETTE CURTIS, A.I.D.

ONE RANCH STYLE, With a Cozy Feeling Furnished in Early American

ONE CONTEMPORARY, Furnished in Semi-Modern Chinese

MANY OUTSTANDING DESERT DESIGNS To Choose From By Architect Earl Kaltenbach, A.I.A.

RANCH WITH SHAKE ROOFS
 FARMHOUSE WITH SHINGLE ROOFS
 CONTEMPORARY WITH ROCK ROOFS

CUSTOM COLOR HARMONY BY MARGARET HARGREAVES,
 LEADING CALIFORNIA COLOR CONSULTANT.

CUSTOM HOMES BUILT FOR YOUR COMFORT

2, 3 AND 4 BEDROOMS
 2 AND 3 BATHS
 SPACIOUS GARAGES OR CARPORTS

BEAUTIFUL VIEW GLASS WALLS BY HORIZON
 YEAR 'ROUND WEATHER INSULATED WITH OWENS CORNING FIBERGLAS
 O'KEEFE & MERRITT DELUXE BUILT-IN GAS STOVES IN COLOR
 BEAUTIFUL BIRCH CABINETS
 YEAR 'ROUND WEATHERIZED WITH LENNOX CENTRAL HEATING SYSTEM
 AND AIR COOLED REFRIGERATION
 WASTE KING GARBAGE DISPOSAL
 DELUXE BATHROOMS
 SPACIOUS STORAGE WALLS

TRULY HOMES OF STYLE AND CHARM WITH QUALITY AND
 DETAIL TO PLEASE THE MOST DISCRIMINATING

 **OF COURSE IT'S GAS**

VILLAGER/MARCH

Name/Number	Palm Desert Highlands
Date	1957
Developer	Hal Kapp and Ted Smith (Desert Property Consultants)
Architect	John P. Moyer
Boundary	Bel Air Road and Skyward Way from Highway 74 to Alamo Drive
Development History	<p>Palm Desert Highlands was a small subdivision developed by realtors/developers Hal Kapp and Ted Smith (Desert Property Consultants) on land on the southernmost slope of Palm Desert not owned by the Palm Desert Corporation, to the west of Silver Spur Ranch (which was also being developed at this time). An existing subdivision named Pines to Palms Estates (consisting only of one street) was informally conjoined with Palm Desert Highlands, becoming Bel Air Road. The only street which was technically part of Palm Desert Highlands per the subdivision map was Skyward Way despite homes only being built on Bel Air Road.</p> <p>Kapp and Smith had developed a handful of small subdivisions around this time, including Desert Garden (1957) and Palm Vista (1955). While those were more affordable, Palm Desert Highlands was intended to be a more exclusive development, with real estate advertisements touting it as the “Bel Air of the Desert” because of its estate-sized lots, imposing views, and emphasis on “individually designed” homes.⁴⁷ Although only one street was laid out, it appears that Kapp and Smith had intentions of expanding the subdivision, as surrounding streets (namely Somera Road) were graded but not paved or subdivided.</p> <p>The architect John P. Moyer seems to have been allied with the subdivision, and although Kapp and Smith did not develop spec homes, four Moyer-designed homes were built by a selection of contractors and advertised by the subdivision. Each house was custom and individual in order to avoid the appearance of a tract.⁴⁸ Kapp built a house for himself at 72907 Bel Air Road (1962), and then another Outcalt-designed house at 72980 Somera Drive a few years later (1965).</p> <p>Only about a dozen homes were built, some by individual homeowners, but many by contractors who then sold the homes through Desert Property Consultants. The neighborhood would fill in through the following decades and adjoining tracts like Eldorado Highlands (1963) and Highland Palms Estates (1964) created more of a neighborhood environment instead of a few estate homes positioned atop the Palm Desert slope.</p>

⁴⁷ “Palm Desert Highlands Proves Slogan of Palm Desert,” *Desert Sun*, March 15, 1958.

⁴⁸ Advertisement for Palm Desert Highlands, *Desert Sun*, April 19, 1958.

39/13-14

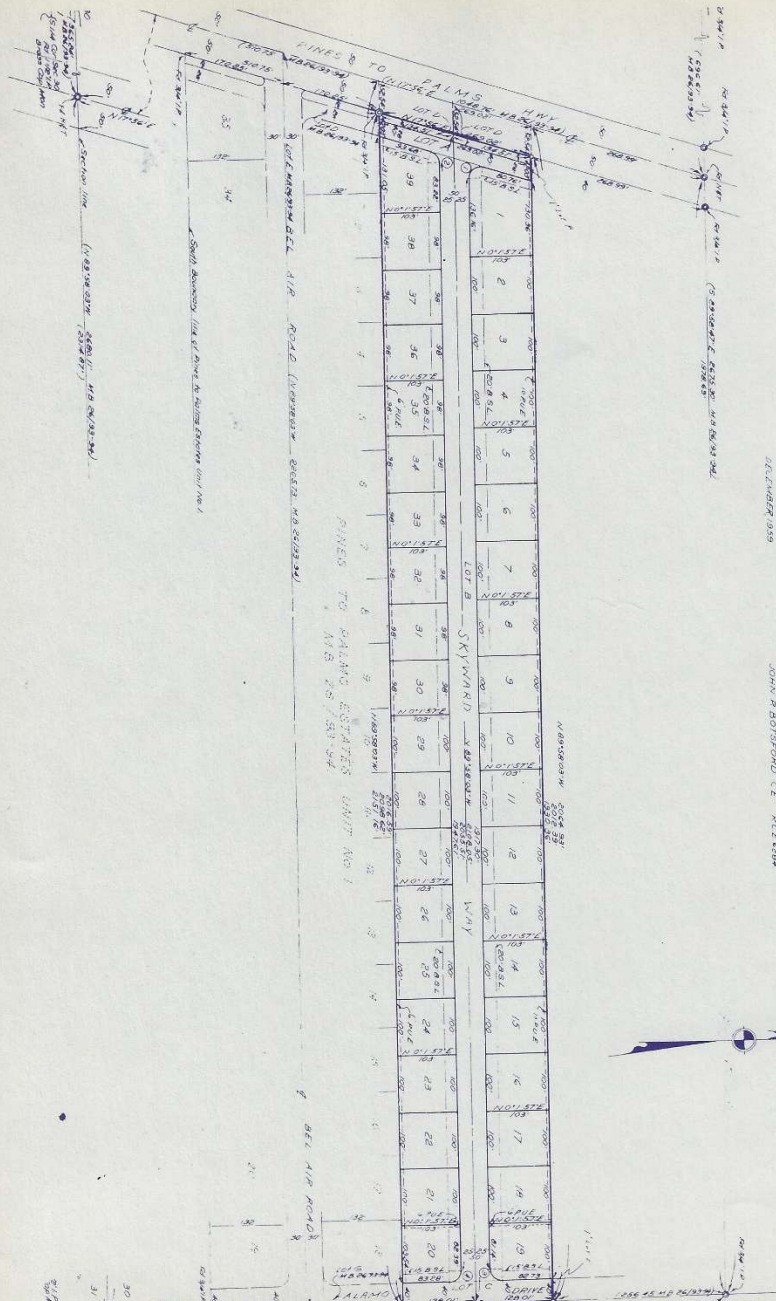
PALM DESERT HIGHLANDS

IN THE COUNTY OF RIVERSIDE, CALIFORNIA

UNIT NO. 1

A PORTION OF 1/2 OF SE 1/4 OF SECTION 30,
T5S, R6E, S. B.M.

DECEMBER 1939 JOHN H. ROYFORD CE REGD



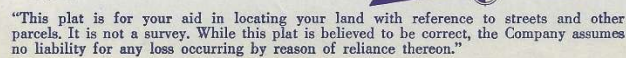
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SECURITY TITLE
INSURANCE COMPANY

53

Name/Number	Desert Garden Homesites
Date	1957
Developer	Eugene Roberts
Architect	John Outcault
Boundary	All of the street Garden Square, and four lots on the east side of Lantana Avenue
Development History	<p>Sometime in the mid-to-late 1950s, the developer and contractor Eugene Roberts purchased a parcel of land from Randall Henderson that was originally part of the Desert Magazine landholdings. In 1957, Roberts developed this tract as a single circular street known as “Desert Gardens.”</p> <p>Roberts worked with the architect John Outcault and developed five homes designed by the architect between 1957 and 1959.⁴⁹ Outcault also built and designed a house for himself at 45530 Garden Square (1959). Homes were modern in style, smaller, and intended for a more affordable audience, and Desert Property Consultants (Hal Kapp and Ted Smith) were brought on as sales agents. The homes built in the 1950s were primarily the ones developed by Roberts, but a few individuals purchased empty lots and built their own homes. The southern half of the subdivision was developed by the end of the 1950s, and lots were filled in with other houses in ensuing decades.</p>

⁴⁹ “Desert Gardens Set to Open,” *Desert Sun*, February 6, 1959.



7

Name/Number	Sandpiper
Date	1958
Developer	Western Land and Capital Company; George Osborn and William Kemp
Architect	William Krisel and Dan Palmer (Palmer & Krisel)
Boundary	El Paseo to the north, Pitahaya Street to the south, Edgehill Drive to the west, and Highway 74 to the east
Development History	<p>After the liquidation of the Palm Desert Corporation (PDC) in 1956, the Palm Desert Sales Company (PDSC) quickly began selling leftover parcels of land to a variety of developers and builders, many of whom built condominiums, apartments, and spec homes. In 1958, the Western Land and Capital Company, a company based in Newport Beach, purchased a large parcel of land at the corner of Highway 74 and El Paseo, on which stood only the Palm Desert Fire Station (now the Historical Society of Palm Desert) built by the PDC.⁵⁰</p> <p>The Western Land and Capital Co hired the prominent Mid-Century Modern firm Palmer & Krisel to design a condominium development on the site. William Krisel's design featured "circles" of duplex condominiums arranged around a communal pool, barbeque, and lawn area. The design represented the height of the Mid-Century Modern style, with extensive use of breezeblock, shadowblock, clerestory windows, dramatic overhangs, sharp angles, and the use of the latest home technologies. The condominiums were terraced and sited to preserve privacy for each unit while maintaining views into the interior of the circles and onto the surrounding mountains. Krisel also designed the landscape while the decorator Vee Nisley was commissioned for interior design.⁵¹</p> <p>Even more innovative than Krisel's Mid-Century Modern design was the idea of the condominium itself, which was largely untested in the late 1950s. In fact, Sandpiper was not initially conceived of as a condominium development but as a development of co-operative apartments which shared communal facilities, maintenance, and seasonal amenities like turndown services.</p> <p>As the developers of Sandpiper would come to find out, however, the development's combination of stark architecture, relative affordability, and recreation proved a massive success. Almost immediately after the construction of Sandpiper began in 1958, developers across the Coachella Valley replicated the model, which became widespread by the mid-1960s. One example of this was the 1959 Sands and Shadows development designed by Harold Bissner</p>

⁵⁰ Jim West, "Sandpiper," in *William Krisel's Palm Springs: The Language of Modernism*, eds. Chris Menrad and Heidi Creighton (Kaysville, Utah: Gibbs Smith, 2016), 88.

⁵¹ West, "Sandpiper," 99-102.

	<p>immediately adjacent to Sandpiper, which similarly featured a circular arrangement of Mid-Century Modern condominiums.⁵²</p> <p>The first four phases of Sandpiper were completed between 1958 and 1960 and quickly sold out. The development was photographed by Julius Shulman and featured in a variety of national publications in addition to extensive coverage in the local press, further promulgating its vision and popularity. In 1961, the developers George Osborn and William Kemp (both residents of Sandpiper) took over the project, retaining Krisel for the design of additional units. Circles #5-12 were completed between 1961 and 1965 in Krisel's iconic Mid-Century Modern style, but unlike the first circles the units were larger and sold as condominiums.⁵³</p> <p>Between 1965 and 1969, Kemp continued to develop additional circles (#13-17) without the involvement of Krisel, moving away from the stark Mid-Century Modern design of the earlier phases but still preserving the general idea and layout of the community.⁵⁴ By the time that the entire parcel of land was developed in 1969, 306 condominium units had been completed and Sandpiper had established itself as a vital precedent to mid-century development across the Coachella Valley.</p>
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⁵² "Sand and Shadow Work Underway," *Desert Sun*, September 11, 1959.

⁵³ West, "Sandpiper," 112.

⁵⁴ West, "Sandpiper," 115-116.

Name/Number	Shadow Village [California Dream Homes]
Date	1958
Developer	Sproul Homes Inc; Walker and Pauline Boltz
Architect	
Boundary	Desert Star Boulevard and Erin Street to the north, Fred Waring Drive to the south, Portola Avenue to the west, and Florine Avenue to the east
Development History	<p>Shadow Village was a large-scale housing development created by Sproul Homes Inc and later completed/rebranded by California Dream Homes. Sproul Homes was a national housing developer that had originated in 1949 in New Mexico and by the end of the 1950s was advertising as “one of the ten largest builders in the United States,” developing communities across the western United States. They specialized in large tracts targeted towards the post-war nuclear family, building affordable tract homes that could be financed by VA and FHA loans. The homes they built were typically Mid-Century Modern in design, and they occasionally worked with such noted architects as A. Quincy Jones and Frederick Emmons, particularly in tracts they developed in Las Vegas.⁵⁵</p> <p>Sproul Homes acquired a large parcel of agricultural land in Palm Desert at the northeast corner of Portola Avenue and Fred Waring Drive [Avenue 44] around 1958. At that time, very few developments existed north of Fred Waring Drive, except for Unit #10 of Palm Village and Palm Dell Estates, both of which were sparsely developed. Historically, the land in this area was used for date farming and other agriculture, as was the case with the land purchased for Shadow Village. Scattered ranch houses, like the Odell Ranch House (Herbert Burns, 1948) were typical of this area, but there was no unified development until Shadow Village.</p> <p>Development of the tract began in 1958 with the laying of infrastructure and streets, which generally followed a sweeping curve. The construction of homes also commenced in late 1958, and the model home opened in February of 1959 directly on the corner of Fred Waring Dr and Portola Ave.⁵⁶ While no architect is apparent based on current documentation, all of the homes were designed in a Mid-Century Modern style typical of post-war development and other tracts built in Palm Desert around the same period, including Shadow Hills Estates (1956) and Desert Stars (1961). Advertisements noted that there were seventeen designs in total, all of which contained three bedrooms and two bathrooms and cost a mere \$16,750.⁵⁷</p>

⁵⁵ Dave Cornoyer, “Jones and Emmons: Modernism for the Masses,” *Docomomo US*, August 3, 2020.

⁵⁶ Shadow Village full-page advertisement, *Desert Sun*, February 13, 1959.

⁵⁷ Full-page advertisement for Shadow Village, *Desert Sun*, February 13, 1959.

	<p>Holiday Realty Corporation, a real estate firm that specialized in tracts in and around the Coachella Valley, was hired by Sproul to act as exclusive sales agents. As with other developments with Sproul Homes, these homes were targeted towards families and pre-approved for FHA and VA loans. Open houses were arranged every weekend with free balloons and ice cream “for the kiddies,” and advertisements emphasized the family-oriented features of the homes, like the lunch counter that was standard in every home, or their proximity to churches.⁵⁸ Actor and resident Hopalong Cassidy attended the grand opening of the tract in February of 1959, and the first homes were sold in the weeks following.⁵⁹</p> <p>As noted in newspapers, plans for Shadow Village called for upwards of 500 homes to be constructed in addition to recreational facilities. Around sixty homes were completed or under construction by the end of 1959, with many of them had sold, and plans under preparation for successive phases. However, for reasons which are unclear, Sproul Homes sold the development and residual land in the spring of 1960 to Walker and Pauline Boltz, a husband and wife who had developed tracts in Palm Springs.⁶⁰</p> <p>The Boltzes retained the Shadow Village name and broke ground on a new phase of development in the summer of 1960, building what they called the “California Dream Homes.” Almost exactly like the homes built by Sproul Homes, these were affordable and modern tract homes that could be financed by FHA loans. Through the early and mid 1960s, the Boltzes developed dozens more homes and duplexes, and by 1965 the Shadow Village tract was entirely developed with well over a hundred houses and duplex units.⁶¹</p> <p>Shadow Village proved to be a success, and it quickly became one of the first and only family-oriented neighborhoods in Palm Desert. The homes south of Highway 111 built on land owned by the Palm Desert Corporation (and later owners) had primarily been reserved for high-class seasonal residences. The large number of families present in the tract likely influenced the decision to build the Abraham Lincoln Elementary School (E. Stewart Williams, 1963, demolished) and the Palm Desert Middle School (1968) directly adjacent.</p> <p>Shadow Village not only outlaid significant housing stock affordable and welcoming to families but pushed the northern boundary of Palm Desert (still</p>
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⁵⁸ Full-page advertisement for Shadow Village, *Desert Sun*, March 27, 1959; Full-page advertisement for Shadow Village, *Desert Sun*, May 1, 1959.

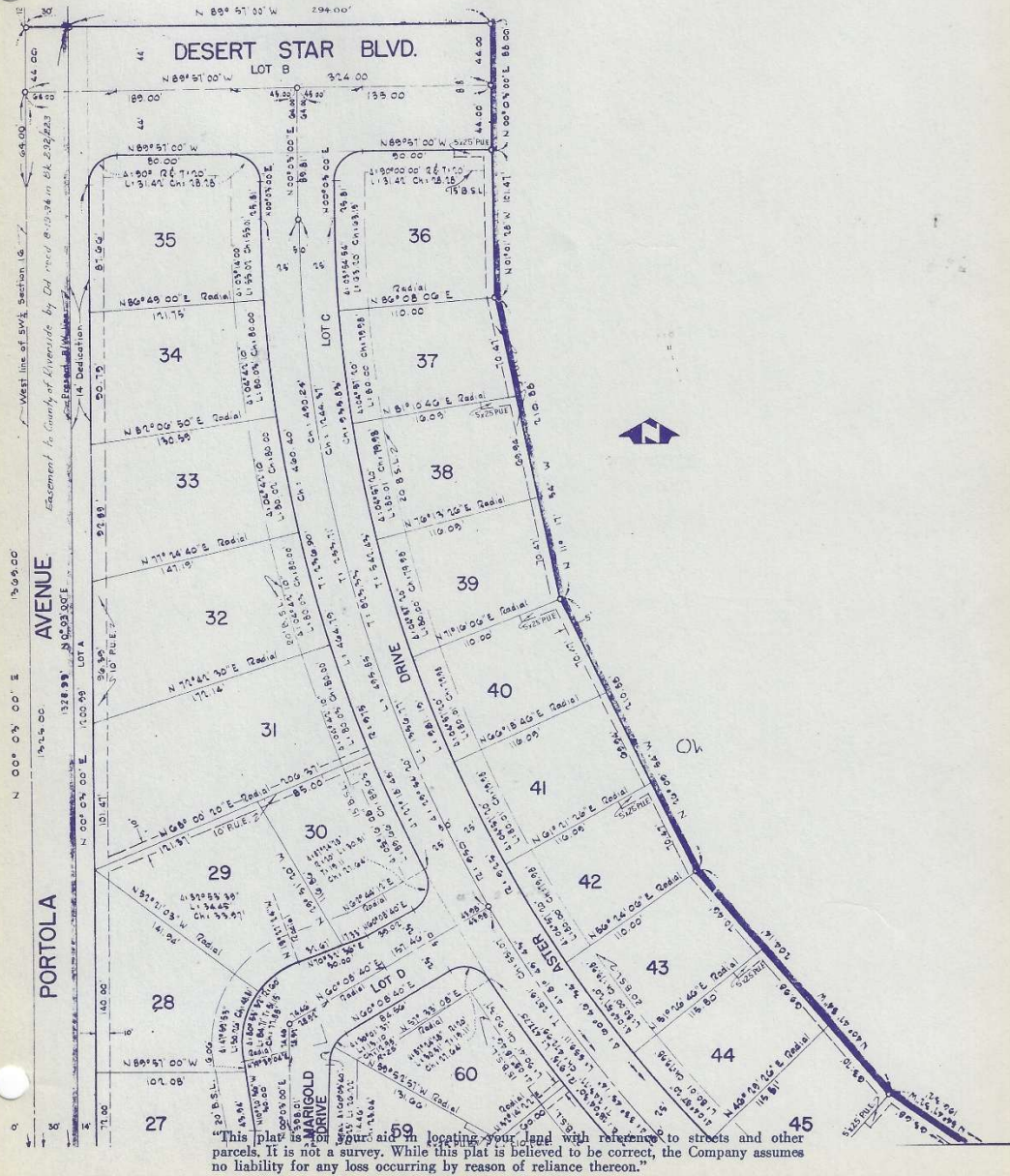
⁵⁹ “‘Hoppy’ Gets Some Assistance,” *Desert Sun*, February 26, 1959.

⁶⁰ “Dream Homes Buys Shadow Village Lots,” *Desert Sun*, May 31, 1960.

⁶¹ It is unclear if the Boltzes reused the same house plans created by Sproul Homes or if they hired their own architect. Regardless, the architect of this phase of development is also unknown.

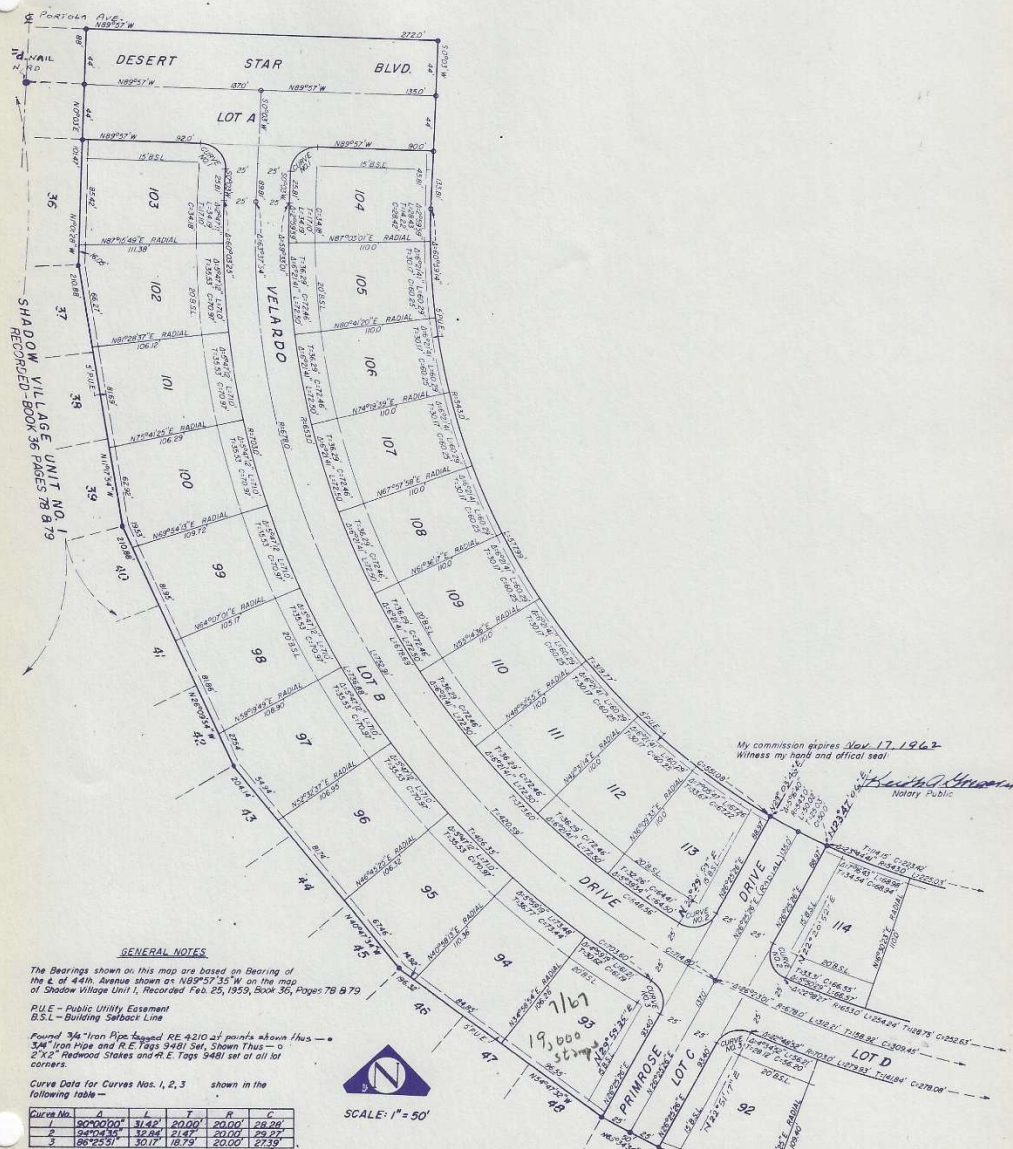
	<p>unincorporated in the 1960s) further than it had been before. From the 1960s onward, development would increasingly happen in the undeveloped desert to the north of Palm Desert, epitomized by Palm City [Palm Desert Country Club], which would break ground only a few years later.</p> <p>Established as a family neighborhood, tracts developed in the 1970s and 80s adjacent to Shadow Village would continue to uphold this character. At some point in the 1980s, the entire block of Shadow Village facing Fred Waring Dr stretching from Portola Ave to Florine Ave was demolished as part of a project to widen Fred Waring Dr. Otherwise, the general character of the neighborhood has largely remained the same as an affordable, family-oriented region of Palm Desert.</p>
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IN THE COUNTY OF RIVERSIDE
SHADOW VILLAGE
 UNIT 1



SECURITY TITLE
 INSURANCE COMPANY

SHADOW VILLAGE UNIT 2



"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SECURITY TITLE
INSURANCE COMPANY

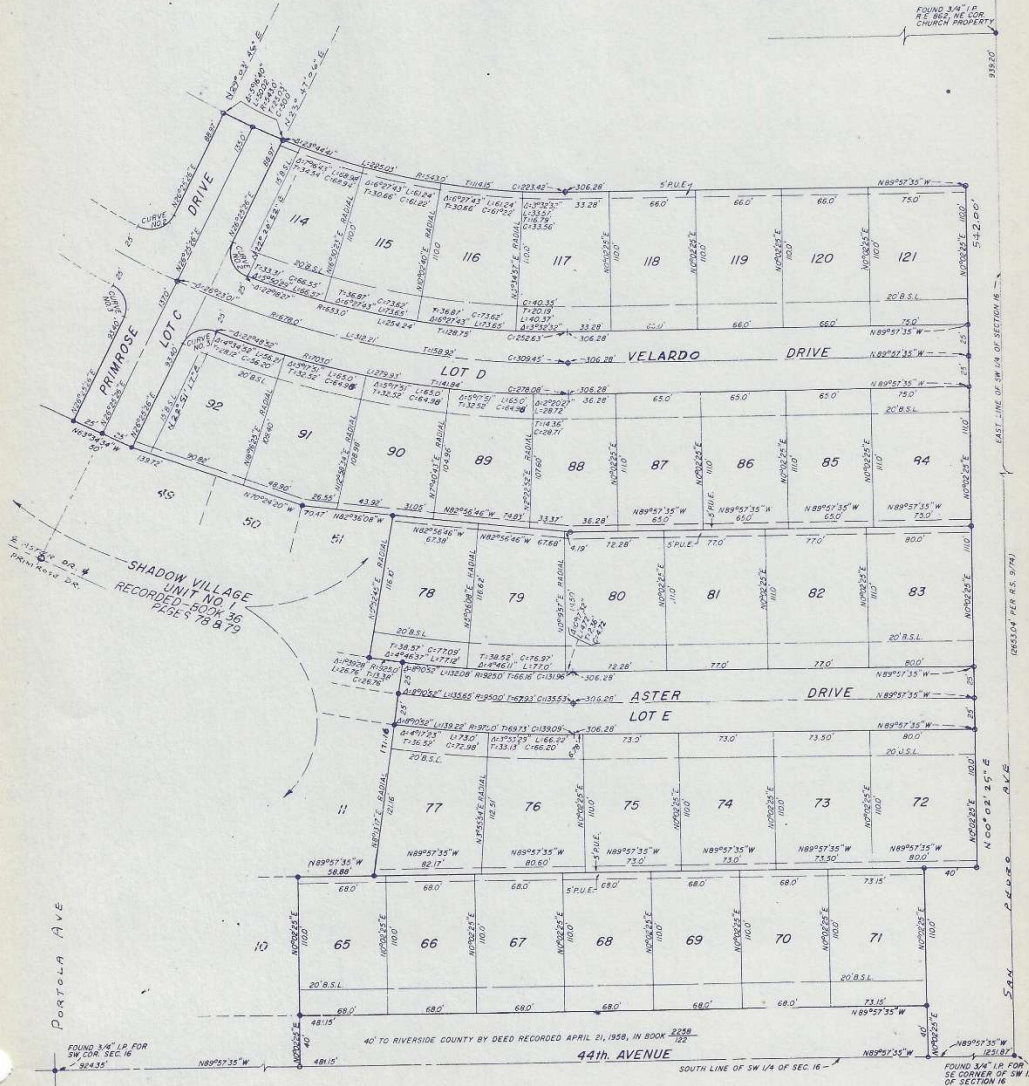
92

IN THE COUNTY OF RIVERSIDE, CALIFORNIA
SHADOW VILLAGE UNIT 2
 A SUBDIVISION OF A PORTION OF THE SOUTH WEST
 1/4 OF SECTION 16, T5S, R6E, S.B.B.&M.

38/52



SCALE 1"=50'



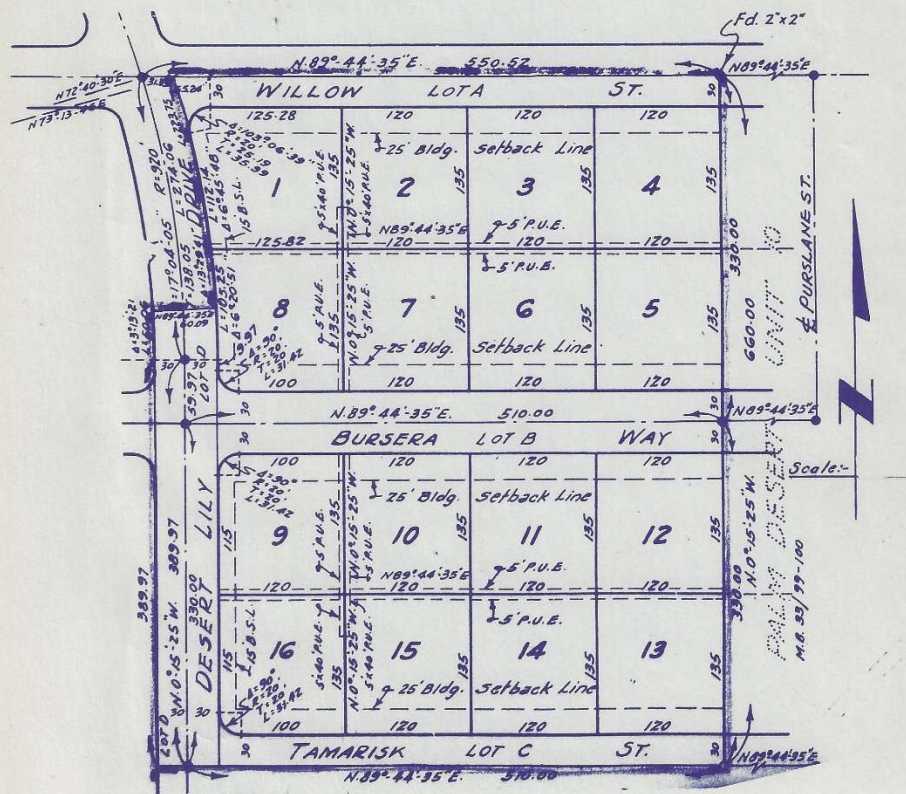
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SECURITY TITLE
 INSURANCE COMPANY

93

Name/Number	Desert Lily Estates
Date	1958 ca.
Developer	Unknown
Architect	Ross Patten (Patten & Wild)
Boundary	Desert Lily Drive to the west, Willow Street to the north, and Tamarisk Street to the south, four lots deep to the east
Development History	<p>Desert Lily Estates was a very small tract developed by an unknown developer, consisting only of sixteen lots. It appears that the land was purchased from the Palm Desert Sales Company (who had liquidated the Palm Desert Corporation), and the developer proceeded to develop this small subdivision using the existing plan for Palm Desert Unit #10 by Tommy Tomson. The Palm Desert Sales Company developed Unit #10 shortly after Desert Lily Estates and reflected the missing parcel sold for Desert Lily Estates on their subdivision map.</p> <p>Desert Lily Estates was targeted towards a more exclusive clientele, with larger lots that were in the vicinity of Palm Desert's finest homes. It appears that Desert Lily Estates was allied with the design/build firm Patten & Wild, of which Ross Patten was the designer. The firm designed and built six homes in the tract for a variety of clients/spec builders. By the end of the 1960s, less than half of the lots were developed in the tract, which was filled in through ensuing decades.</p>

IN THE COUNTY OF RIVERSIDE
DESERT LILY ESTATES



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SECURITY TITLE
 INSURANCE COMPANY

Name/Number	Halecrest Country Club Village
Date	1959
Developer	Golconda Development Company; Hale Company
Architect	L.C. Major and Associates
Boundary	Merle Drive to the north, Gary Avenue to the south, Rebecca Road to the west, and Clifford Street to the east
Development History	Halecrest Country Club Village was first announced in 1959 as an ambitious \$60 million retirement community similar to the scope of the ill-fated Palm City, and was to contain hundreds of homes, a shopping center, hotel, eighteen-hole golf course, and even a landing strip. ⁶² However, by the time ground was broken on the community in 1960, it was to be a series of fourteen single-family homes grouped around a central pool. ⁶³ Ultimately, only nine groupings of about a dozen homes each were built. The homes were built as affordable single-family tract homes designed in a simplified Mid-Century Modern style, and it appears that they were mostly purchased by families. Although Halecrest Country Club Village is among the least known and documented mid-century tract in Palm Desert, it was featured on the cover of a 1962 issue of Life Magazine for a story titled "Opening Up the Desert for Living." ⁶⁴

⁶² "Officials Reveal Plans for Senior Citizens Project," *Desert Sun*, July 28, 1959.

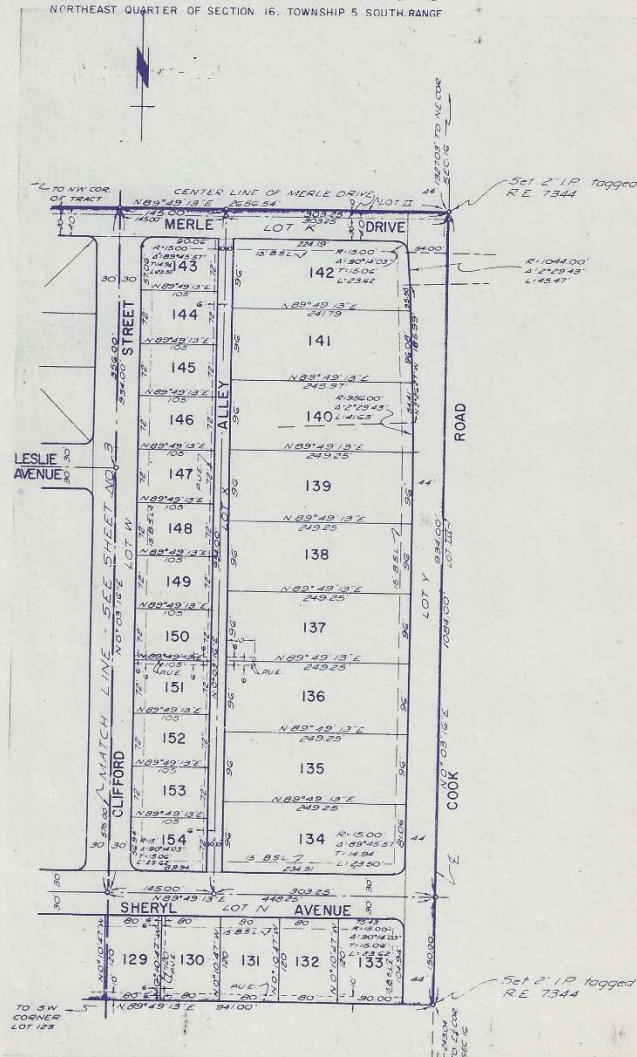
⁶³ "Halecrest Set for Big Preview," *Desert Sun*, December 16, 1960.

⁶⁴ LIFE Magazine, March 23, 1962.

40/9-10₁

COUNTRY CLUB VILLAGE NO. 1

IN THE COUNTY OF RIVERSIDE
BEING A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE
NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH RANGE



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SECURITY TITLE
INSURANCE COMPANY

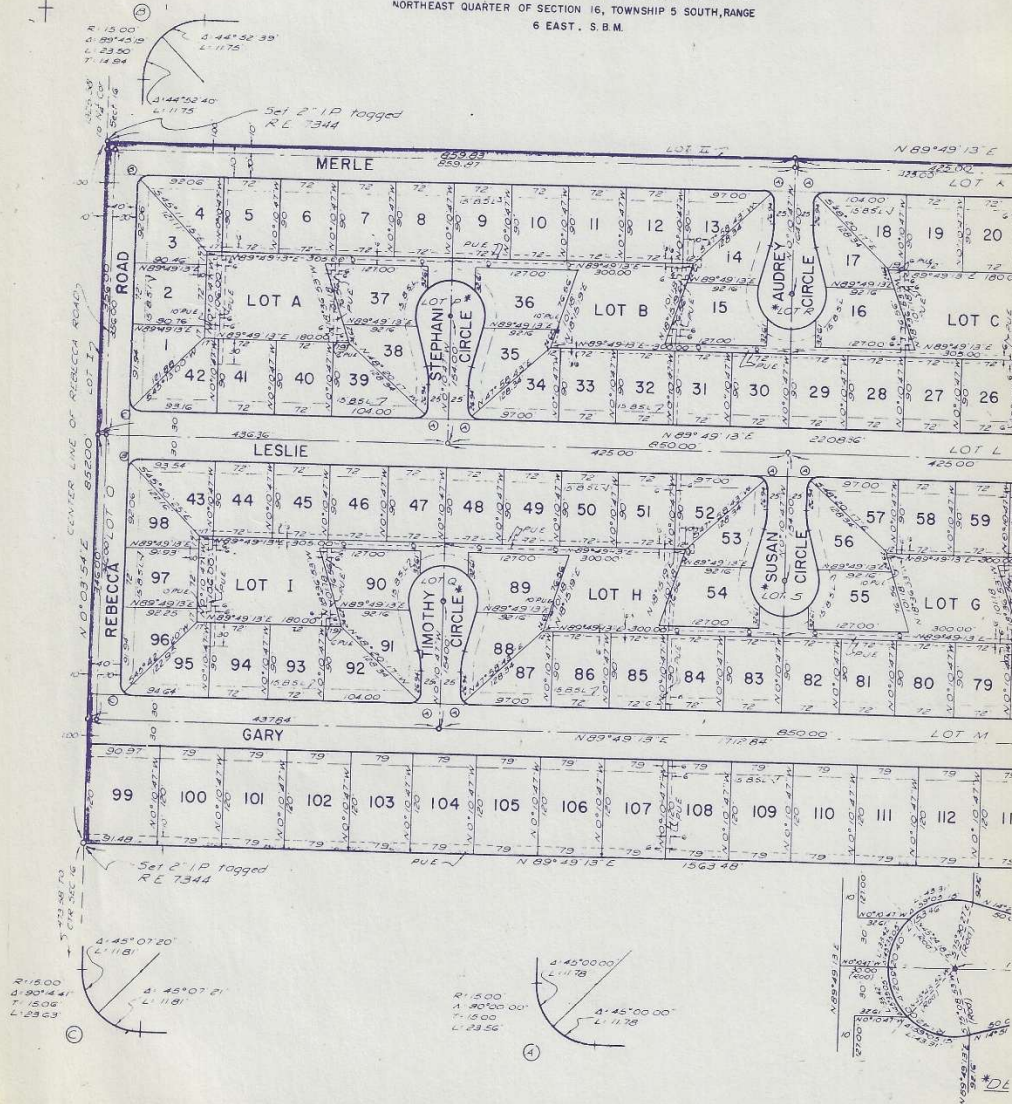
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40/11,

COUNTRY CLUB VILLAGE

NO. 1

BEING A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE
NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE
6 EAST, S. B. M.



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SECURITY TITLE
INSURANCE COMPANY

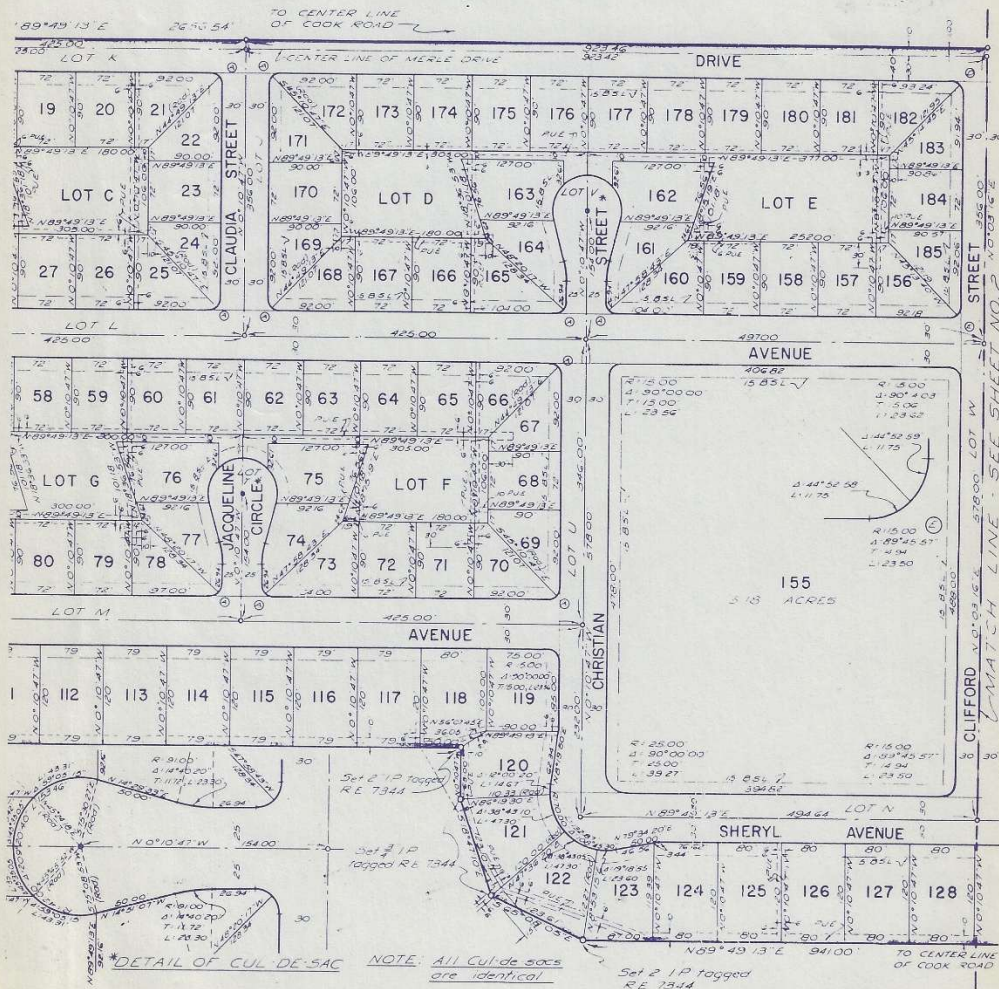
3A

40/112

COUNTRY CLUB VILLAGE

NO. 1

BEING A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE
NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE
6 EAST, S. B. M.



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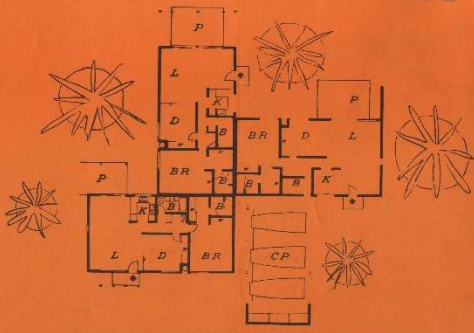
SECURITY TITLE
INSURANCE COMPANY

3B

Name/Number	Sands and Shadows
Date	1959
Developer	Neill Davis
Architect	Harold J. Bissner; Robert Pitchford (Bissner & Pitchford)
Boundary	Irregular (see aerial)
Development History	In 1959, with the growing popularity of the condominium and co-operative apartment model, the Pasadena-based developer Neill Davis hired the modern architect Harold J. Bissner to design a development on a parcel of land adjacent to Highway 74. ⁶⁵ Much like Sandpiper, Bissner designed a circle of Mid-Century Modern condominiums wrapped around a central pool and lawn area. Arranged in nine triplexes, the first circle of twenty-seven units was completed in 1959. A second phase, this time designed by both Harold Bissner and Robert Pitchford, commenced in 1963, and was also Mid-Century Modern in style but featured flat roofs instead of pitched roofs. ⁶⁶ At least one additional circle of Sands and Shadows was planned but never completed.

⁶⁵ "Sand and Shadow Work Underway," *Desert Sun*, September 11, 1959.

⁶⁶ Advertisement for Sands and Shadows Unit #2, *Desert Sun*, March 2, 1969; Original brochure for Sands and Shadows, ca. 1959, Historical Society of Palm Desert Collections.



Each unique apartment at SANDS and SHADOWS offers the newest concepts in quality building.

VISIT our model apartment and see for yourself its many lavish yet functional features: spacious living areas, with open dramatic view, one living room wall is paneled; totally built-in electric kitchen — all in exciting finishes; extra large storage cabinets; fully insulated walls and ceilings, three-ton refrigerated air conditioning, Formica counters in kitchen and pullman bathrooms; and many more extra features.


CARPORTS and individual covered terraces are among the many added attractions and conveniences.

When you buy at SANDS and SHADOWS you are guaranteed complete ownership which permits you to sell or lease your apartment subject only to the terms of the basic deed.

You have carefree, workfree ownership by paying one small monthly fee to cover your costs for taxes and landscape and pool maintenance and exterior repairs and maintenance.

Title guaranteed by Riverside Title Co. and Title Insurance and Trust Co.

SANDS AND SHADOWS



POOL AND CABANA

**PALM
DESERT
CALIFORNIA**

Distinctive cooperatively
owned apartments in the heart
of the desert playground

46-171 Highway 74
Telephone Flomide 4-8842

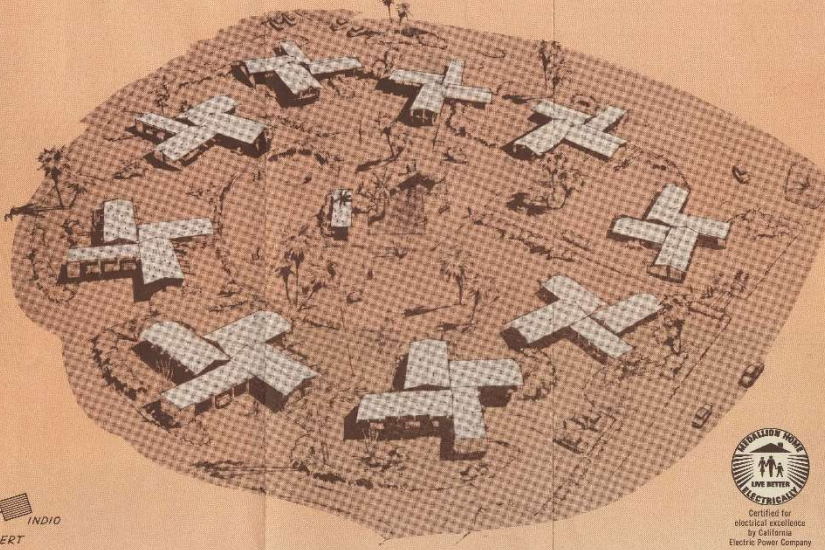
ONE MILE SOUTH OF HIGHWAY 111
ON PALMS TO PINES HIGHWAY


SANDS AND SHADOWS

In an exquisite garden setting these exciting new own-your-own apartments offer you an around-the-year luxurious, carefree home for gracious living. These prestige homes of sound value are situated to take full advantage of the breathtaking natural vistas and command a spectacular panoramic view of mountains and desert.

Architect designed for indoor-outdoor living with comfort, convenience, freedom and privacy, SANDS and SHADOWS apartments afford the delight of home ownership without its responsibility.

Situated in the heart of the recreational areas of the desert, its location affords all resort pastimes from lazing in the sun to the active sports of swimming, golf, horseback riding, tennis and polo. Nearby are mountain resorts and snow sport areas.






SANDS and SHADOWS is surrounded by eight magnificent championship golf courses which have won for the area the caption "America's Winter Golf Capital."

Within SANDS and SHADOWS own sumptuous lawns and flower gardens the resident will have full use of a stunning pool, cabana, barbecue, shuffleboard court and putting green.

Designed by Harold J. Bissner, A.I.A., of Palm Desert and Pasadena. Neill Davis is owner-developer. The model apartment was furnished by the famous interior decorator Ralph Dietz.



Certified for
electrical excellence
by California
Electric Power Company

Name/Number	Palm City [Palm Desert Country Club]
Date	1960
Developer	Marnel Development Company
Architect	William F. Bray
Boundary	Hovley Lane to the north, Fred Waring Drive to the south, Virginia Avenue to the west, and Warner Trail/Washington Street to the east
Development History	<p>Now known as Palm Desert Country Club, the large development at the eastern border of Palm Desert was originally conceived as Palm City. In 1960, developers Nel Severin and H. Marshall Secrest (Marnel Development Company) announced plans for “Palm City,” an 1,800-home retirement community with a population upwards of 4,000. The development was to feature a variety of housing types (single-family residential, condominiums, and apartments) recreational facilities, a golf course, shopping center, medical-dental building, and community pools. Homeownership in Palm City was limited to residents older than fifty, and it was intended to be affordable for seniors on a fixed income.</p> <p>Rather than a new subdivision within an existing city, the development initially positioned itself as an entirely new city. Severin and Secrest purchased over 550 acres of land for the project in the undeveloped desert hinterlands straddling Palm Desert and La Quinta. Although Palm City attempted to stand on its own, it quickly became associated with Palm Desert, which itself was still an unincorporated community.</p> <p>The project was approved in the summer of 1960, and the construction soon began on the first unit, consisting of the shopping center, homes, the first holes of the eventual eighteen-hole golf course, and “cooperative apartments” (condominiums). From the very beginning, the development was marketed as an “Active Retirement” community with its ample recreational activities, which included the golf course, swimming pools, an “arts and crafts center,” shuffleboard, horseshoe pits, and social events.</p> <p>Homes in the development, which were all built by Marnel Development Company, had three standard floor plans and nineteen total designs in a generic Ranch style typical of post-war tracts. Similarly, the cooperative units (which were planned to total 400 units) were one- and two-story buildings in a Ranch/Mid-Century Modern style consisting of one- and two-bedroom arrangements. The developers prided themselves on the efficiency and standardization of home construction, noting their construction rate of ten houses a day and their grand plans to deliver a city of 4,000 people in one year.⁶⁷ Homes were arranged to face the golf course on winding streets each</p>

⁶⁷ “New 1800 Home Development Set,” *Desert Sun*, July 8, 1960.

	<p>named after a different American state, with recreational facilities interlaced throughout.</p> <p>The pre-opening for the development happened in February of 1961, with only four model homes completed. The interior designer C. Tony Pereira, noted for his work on the Ocotillo Lodge in Palm Springs, was commissioned to design the interiors of the model homes as well as the model apartments, which opened in April of 1961.⁶⁸ The shopping center, a Mid-Century Modern design, and medical-dental buildings were completed around this time, and retirees began moving into their homes in the late spring of 1961. The first unit, consisting of 450 homes, was completed in 1961, and the second unit, to consist of 463 homes and 184 cooperative apartments, was inaugurated in November of 1961.⁶⁹</p> <p>A little more than a year after opening for sales, the population of Palm City had reached 850 residents, and the social development of the community also continued. The Palm City Homeowners Association was created in 1962 to govern and advise the community, and ground was broken on the first church, St. John's Lutheran Church, in 1963.⁷⁰</p> <p>While the developers claimed that Unit 1 of Palm City had sold out, it appears that they had difficulty selling and developing the second unit, and totally abandoned plans for the third unit. It was reported that Marnel had suffered a loss upwards of \$2.5 million. Severin and Secrest sold the entire project at the end of 1963 to Frank Goodman and Robert Farrer, two Oakland-based developers.⁷¹ Goodman and Farrer initiated a new campaign to rid the development of its "old folks home" image, first by dropping the age requirement, and then by renaming it "Palm Desert Country Club Estates" to capitalize on Palm Desert's image as an upper-class resort community.⁷² With the change, the development became fully integrated into Palm Desert, and therefore pushed the formal boundaries of the city further east than had ever been done.</p> <p>By the end of 1965, the first two units of Palm Desert Country Club were totally complete, and the new developers focused on selling existing stock before building anything additional. Their new advertising campaigns abandoned all</p>
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⁶⁸ "Palm City Cooperative Opening Set," *Desert Sun*, April 21, 1961.

⁶⁹ "Grand Opening Continues at Palm City's New Unit," *Desert Sun*, November 7, 1961.

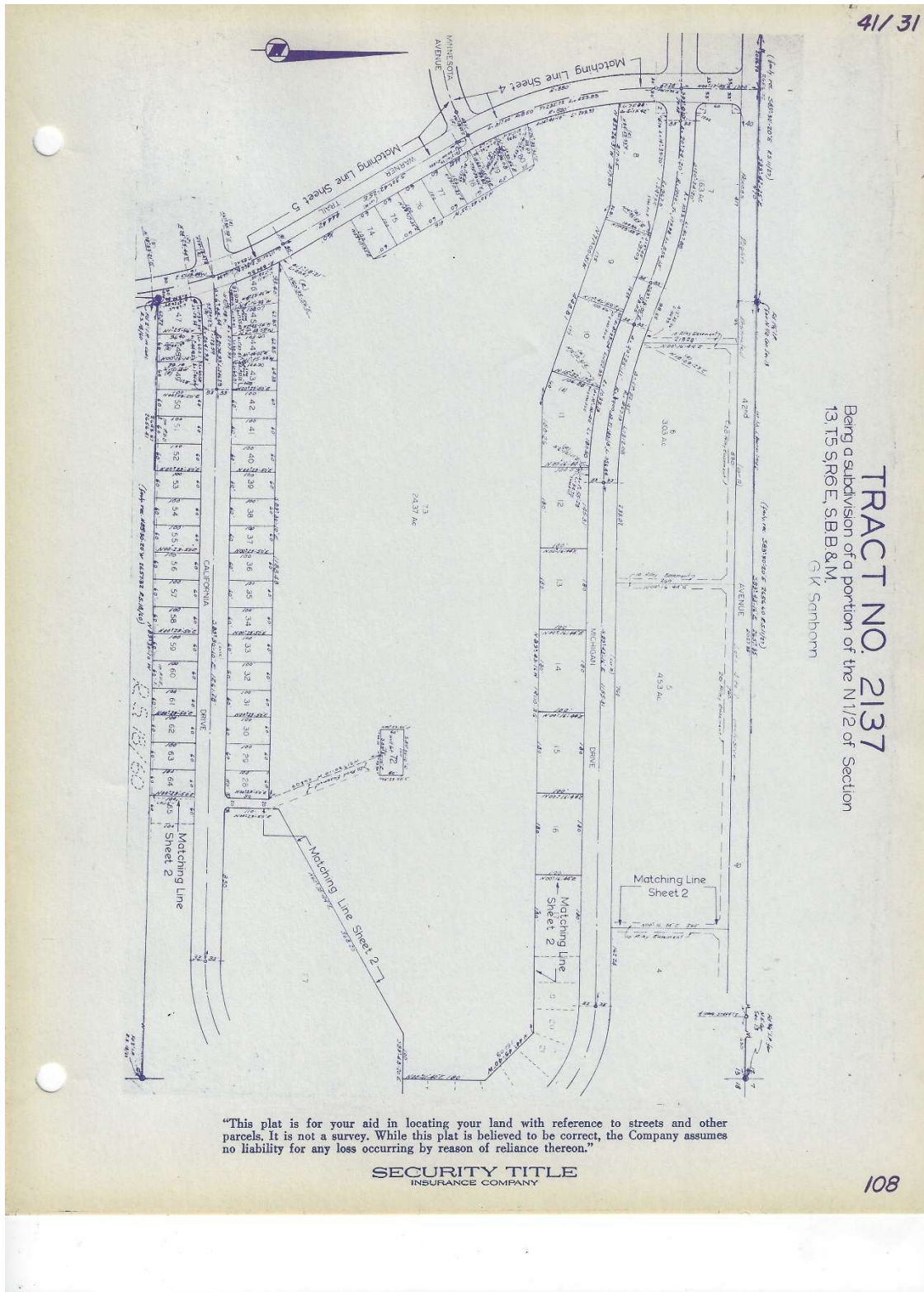
⁷⁰ "Executive Council for Palm City Homes Voted," *Desert Sun*, March 16, 1962; "Lutherans Witness Groundbreaking Rites," *Desert Sun*, November 27, 1963.

⁷¹ "Palm City to Change Image," *Desert Sun*, January 6, 1964.

⁷² "Palm City-Palm Desert Draw Nearer," *Palm Desert Post*, January 30, 1964.

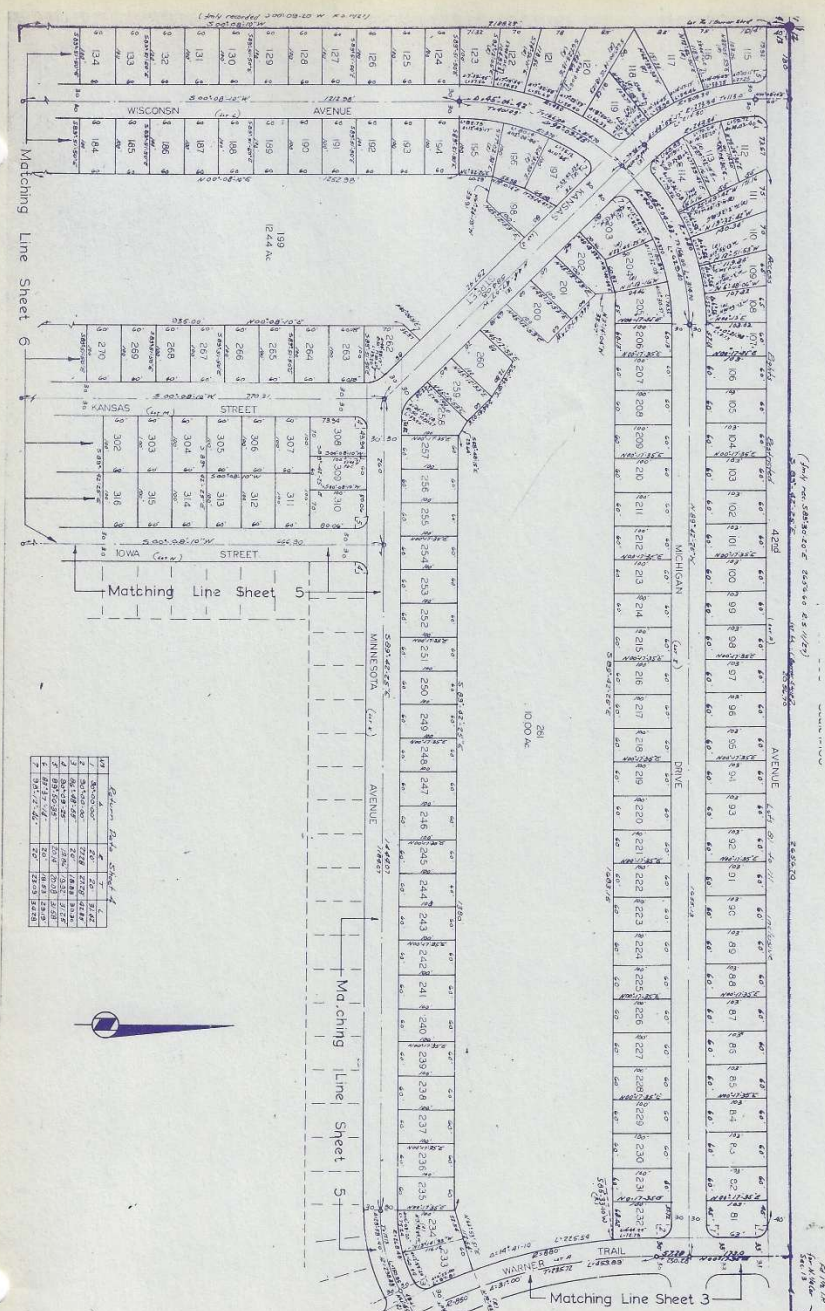
	<p>mention of a retirement community, instead promoting it as an affordable place to live the lifestyle typical of nearby high-class country clubs.</p> <p>Although Goodman and Farrer claimed to have plans to build the third unit of Palm Desert Country Club as planned by Palm City, the only thing they appeared to have developed were its streets. The empty streets sat vacant for about a decade, when another developer built a few dozen homes in the mid-1970s, and the developer John D. Lusk built out the remaining lots in the late 1970s with his “Lusk Homes,” which were vaguely Spanish-inspired tract homes typical of the period.⁷³</p>
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⁷³ Advertisement for Lusk Homes, *Desert Sun*, December 9, 1977.



41/32

TRACT NO. 2137
Being a subdivision of a portion of the N1/2 of Section
13, T5S R6E, SBB&M.



13	A	E	T	L
1	80:00:00°	20°	20	31.62
2	90:00:00°	22.28	22.28	41.88
3	02:48:45°	20°	16.88	30.76
4	03:03:25°	23.06	19.32	31.25
5	09:50:38°	20.18	20.08	23.58
6	09:37:14°	20°	18.83	23.19
7	03:12:46°	20°	23.03	32.28

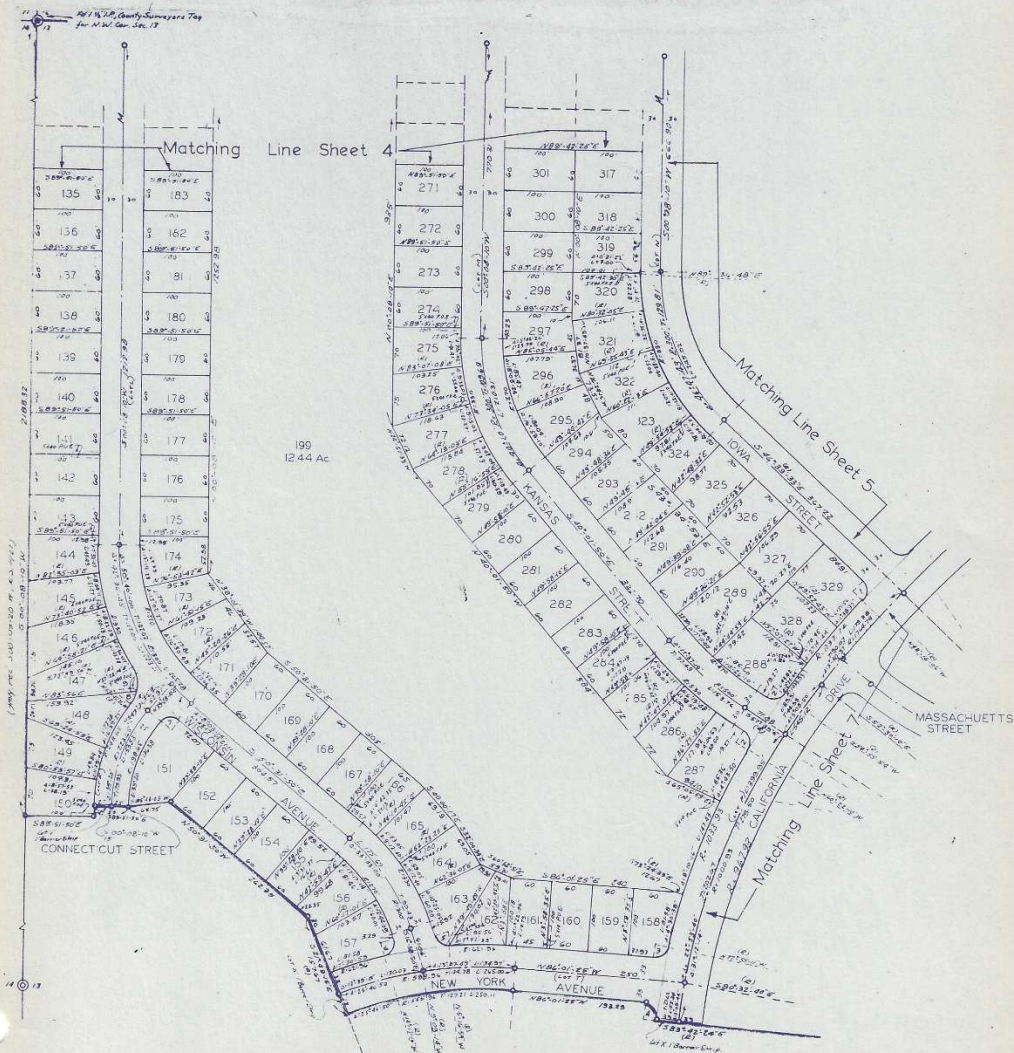
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SECURITY TITLE
INSURANCE COMPANY

109

TRACT NO. 2137

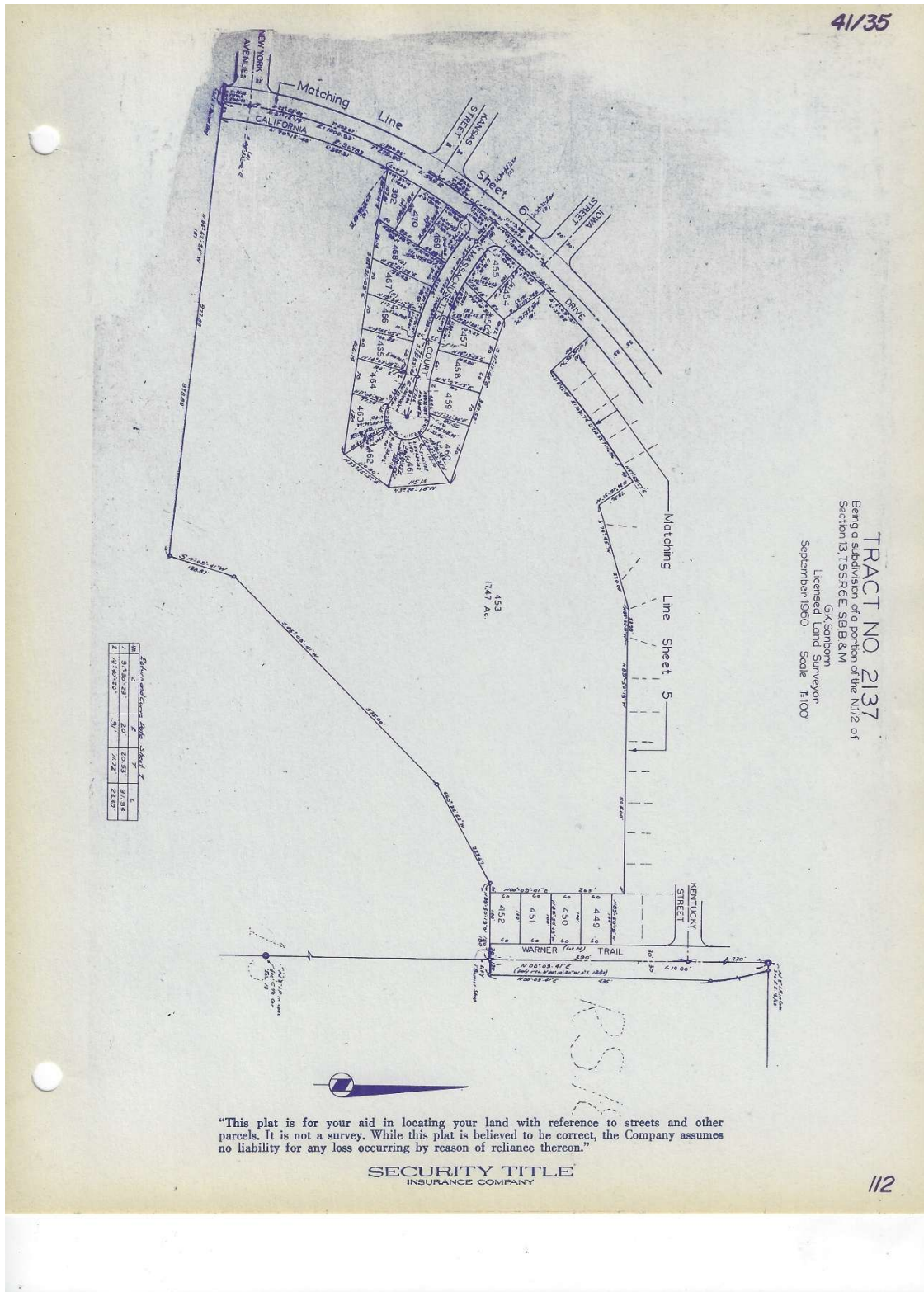
Being a subdivision of a portion of the N.1/2
of Section 13, T.5S.R.6E, SBB&M.

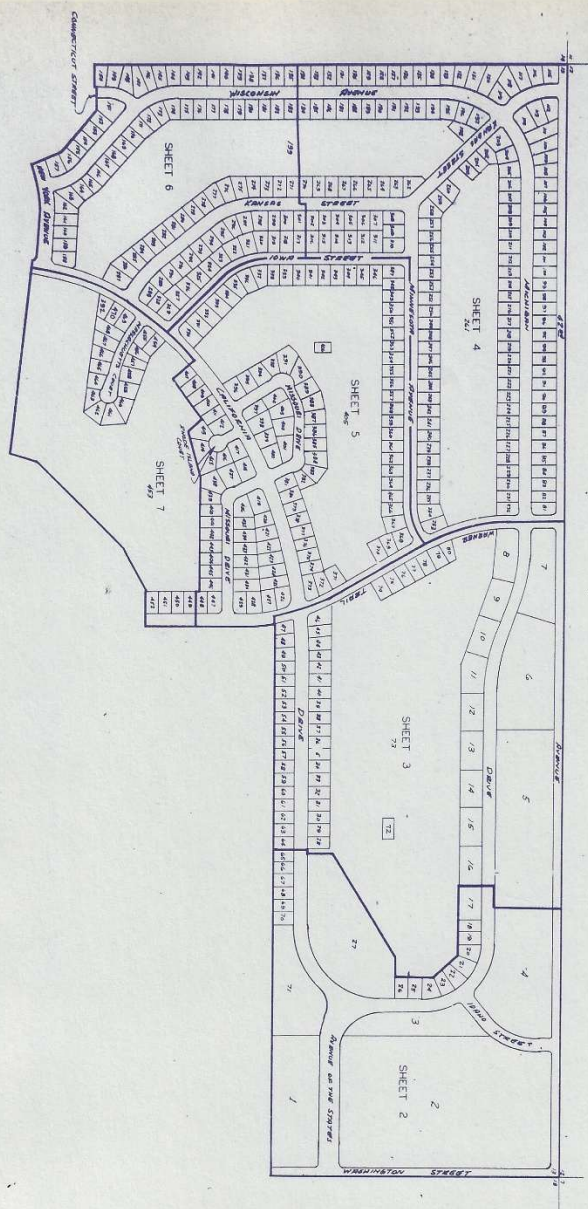


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SECURITY TITLE
INSURANCE COMPANY

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INDEX MAP

TRACT NO. 2137
 Being a subdivision of a portion of the N1/2 of
 Section 13, T5S R6E, SBB & M
 G. K. Sanborn
 Licensed Land Surveyor
 September 1960 Scale 1" = 300'

"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SECURITY TITLE
 INSURANCE COMPANY

01-15-5
ED - Developments - Palm City

If you're 50 years or over...
A MARVELOUS NEW LIFE AWAITS YOU AT FABULOUS PALM CITY! Seeing is believing. Visit Palm City and see this dream-come-true way of life. If you have any questions you would like answered before you come, write Palm City, Box 338, Palm Desert, California, or call DI 7-3428.

Palm City

HOW TO GO:
Take Highway 42-75-90 South 16 miles past the Palm Springs Airport to Washington Street, turn south and proceed approximately one mile to Palm City, or, from Palm Springs, take Highway 111 through Palm Desert to Washington Street, turn south and proceed approximately one mile to Palm City.

TOM KEY REALTY Exclusive Agents



Palm City



California's largest retirement community for senior citizens with modest incomes

THIS IS PALM CITY

...there a marvelous new life awaits you! With home prices starting as low as \$12,995*, you can enjoy the marvelous new life of Palm City even on a modest income! And the price of your home includes eligibility for all recreational facilities... the 18-hole championship golf course, the large heated swimming pools, shuffleboard, horseshoes, roque, spacious recreation center and the arts and crafts center.

A beautiful well-built home, a wonderful resort climate, recreational facilities reserved for you and your friends just steps or a few blocks away... there's no other place in the entire world where you can enjoy all these things on such a modest income!

*Homes on lots bordering golf course are slightly higher.



Aerial view shows Palm City built around the new 18-hole golf course.

ON THE FOLLOWING PAGES

...homes designed with you in mind! Beautiful homes, planned by Architect William Bray, AIA, to incorporate the two most important features you want in a home... quality and convenience.

Although all of the lovely Palm City homes have a feeling of spaciousness, they are compactly designed for ease of cleaning with no waste space anywhere. There is convenience in the roomy closets, the efficiently arranged kitchen, the big exterior storage space and laundry facilities and in the smooth-flowing step-saving floor plans.

Palm City homes are skillfully constructed of top-quality materials. Quality workmanship is evident everywhere you look... both inside and outside these fine homes.

These homes, which include built-in range and oven, wall-to-wall carpeting and refrigerated air conditioning are, by themselves, a remarkable value... but at Palm City, along with your new home comes a marvelous new life. You have special privileges to an 18-hole championship golf course that winds among the homes. And nearby are two large heated swimming pools, shuffleboard courts, putting green, roque, horseshoes, recreation center, arts and crafts center... everything to make your life rich and wonderful.

Homes in the second unit start as low as \$12,995. You'll enjoy this active retirement in Palm City... located in the lovely Palm Springs-Palm Desert area. Now, see the marvelous collection of homes!



This can be YOUR enjoyable early game at Palm City!

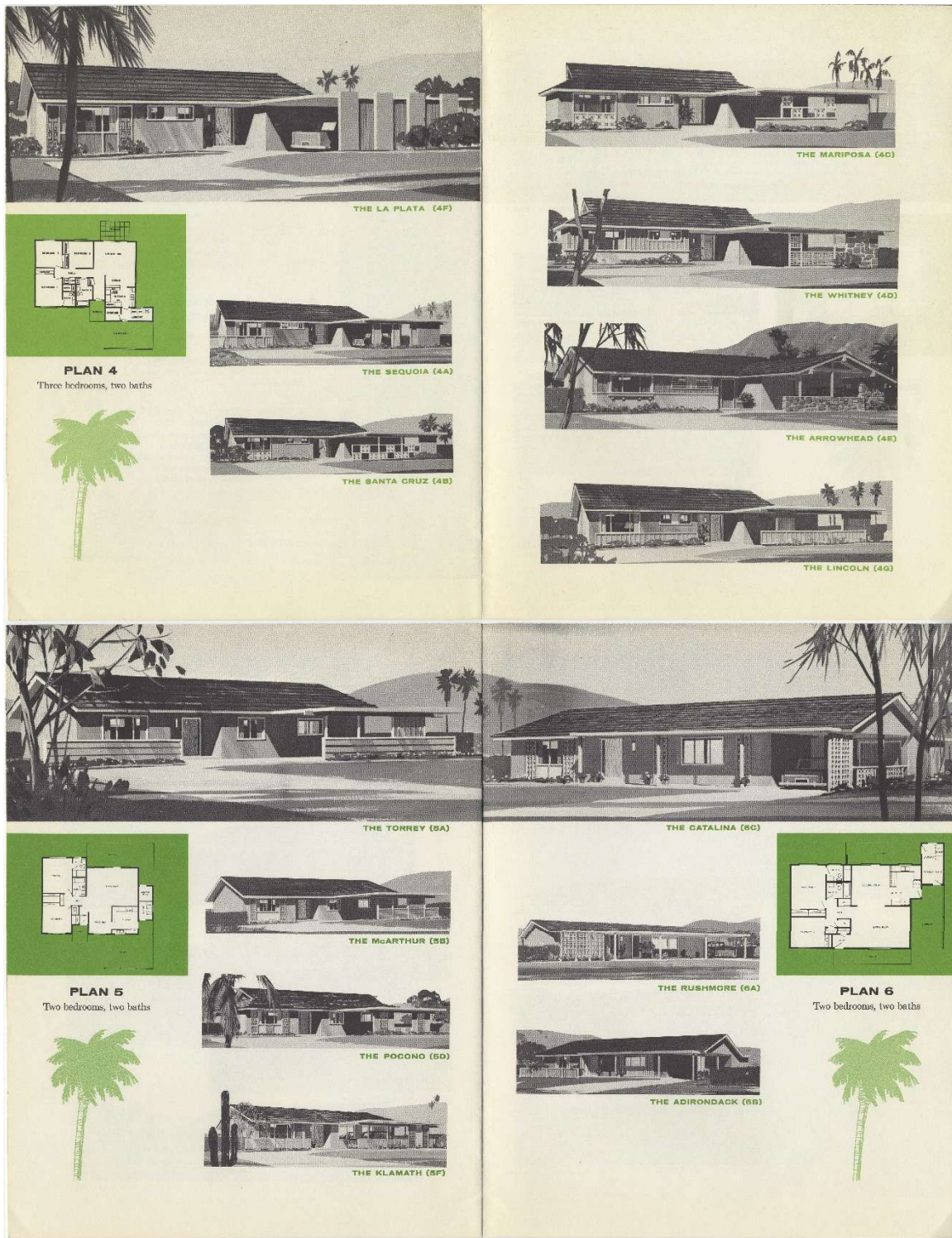


This can be YOUR group room heated recreational pool.



This can be YOUR playing room at Palm City!







THE OLYMPIA (7B)



PLAN 7

Three bedrooms, two baths



THE PALO VERDE (7A)



THE SAN BERNARDINO (7C)



THE PACIFICO (7D)



CAREFREE APARTMENTS

Big and roomy, every one of the beautiful cooperative apartments has a private garden patio or private balcony where you can enjoy magnificent views, live and entertain outdoors the year 'round. You'll know all the joys of living in a home, but you'll be free from gardening, watering, lawn mowing, spraying and fertilizing... all this is done for you!

ONE AND TWO BEDROOM UNITS

The apartments are designed with spacious living rooms, conveniently arranged kitchens. All have wall-to-wall carpeting, built-in electric range and oven, garbage disposer and refrigerated air conditioning. All details of administration and maintenance will be handled by a Management Board elected by the apartment residents themselves. And all residents will have full use of Palm City's recreational facilities.

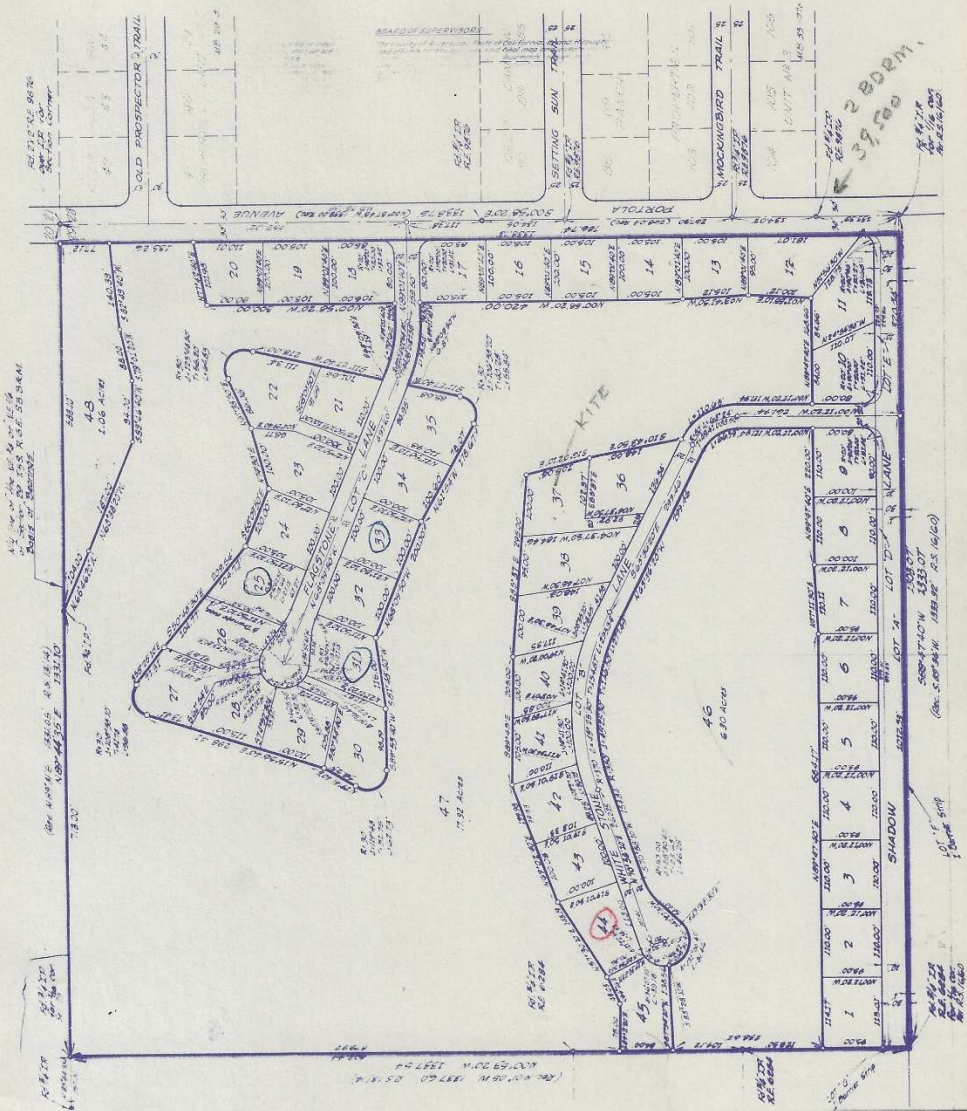


Name/Number	Shadow Mountain Golf Estates
Date	1960
Developer	Shadow Mountain Golf Club
Architect	
Boundary	The streets of White Stone Lane and Flagstone Lane, in addition to the lots on the west side of Portola Avenue between Fairway Drive and Grapevine Street, and lots on a portion of the north side of Grapevine
Development History	Shadow Mountain Golf Estates was a small tract developed as part of the Shadow Mountain Golf Club, consisting of two streets within the golf course itself and a selection of lots on the periphery streets. Given its exclusive location and view within/facing the golf course fairways, the tract was intended to be developed with high-class estate homes. However, only a very small selection of homes was built. The design/build firm Patten & Wild built three modern estate homes on Flagstone Lane designed by architect Christer Barlund between 1964 and 1965, and the realtor Richard Kite built a home on White Stone Lane. The tract was eventually developed in ensuing decades, and the later homes were also estate sized.

SHADOW MOUNTAIN GOLF ESTATES UNIT NO 1

BEING A SUBDIVISION OF A PORTION OF THE NORTH-
EAST ONE QUARTER OF THE NORTH-EAST ONE-
QUARTER OF SECTION 29, T.6S. R.6E, S.14M.
MARCH 1960 SCALE 1"=100'

J. E. DAVIDSON, C.E.



"This plat is for your aid in locating your land with reference to streets and other parcels. It is not a survey. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

SECURITY TITLE
INSURANCE COMPANY

Name/Number	Desert Stars
Date	1961
Developer	Charles White (White and Associates)
Architect	Charles W. Doty
Boundary	The street of Davis Road and a portion of Homestead Road and Beverly Drive, Davis Drive, and Prarie Drive.
Development History	<p>Desert Stars was a small subdivision consisting of twenty-two homes developed by builder Charles “Bud” White and designed by architect Charles W. Doty. The subdivision (filed as Tract 2130) appears to have laid around 1960 and consisted solely of twenty-two lots on Homestead Road and connecting streets Beverly Drive, Davis Drive, and Prairie Drive.</p> <p>According to original sales brochures, the architect Charles W. Doty was solely responsible for the design of the homes, which White and Associates constructed between 1961 and 1962. They were typical Mid-Century Modern tract homes of the 1960s, with butterfly, pitched, and flat-roofed models, and unlike the nearby Palm Desert Highlands, were intended to be more affordable. Prices varied from either \$18,950 and \$19,950 for the 2-bedroom or 3-bedroom models, respectively.⁷⁴</p> <p>Construction was fully completed on the homes in 1962 and the Desert Stars subdivision (as defined by the tract map) was fully developed. However, White would soon go on to develop the upper portion of Prarie Drive with his Highland Palms Estates development two years later, in 1964. It appears that the homes developed as part of Desert Stars were either not initially sold, or that they were later grouped in as part of Highland Palms Estates for marketing purposes. There was scarcely any marketing for Desert Stars, and future advertisements for Highland Palms Estates noted a number of homes that was only possible given the inclusion of homes built for Desert Stars.</p>

⁷⁴ Advertisement for Desert Stars, *Desert Sun*, January 4, 1962.

THE EXCITING FLAIR OF THIS COLORFUL
TERFLY ROOF TASTEFULLY PROJECTS THIS
SPACIOUS HOME AS A DESIGN LEADER.

DESIGNED BY
C. W. DOTY
"AMERICA'S FAVORITE ROOF DESIGNER"
WHITE & ASSOCIATES, LIMITED
REAL ESTATE DEVELOPERS
POST OFFICE BOX 181
PALM DESERT, CALIFORNIA

B32

A22

EACH FLOOR PLAN, NOT "A HIT AND
MISS" ALLOCATION OF SPACE BUT OF
PROVEN PRACTICABILITY, CONVENIENT,
LIVABLE AND WITH THE FORESIGHT
TO GIVE YOU THE COMFORTS AND
NEEDS DESIRED IN A HOME.

C32

EXTRAORDINARY CONSTRUCTION BLENDED WITH UNIQUE, SERVICEABLE
ARCHITECTURAL APPEAL GIVES YOU THE HIGHEST QUALITY AVAILABLE.

WHILE SWIMMING POOLS ARE OPTIONAL, WE
HAVE, AS A SERVICE TO YOU, CONTRACTED
ONE OF CALIFORNIA'S LEADING POOL DE-
SIGNERS AND BUILDERS TO GIVE YOUR EVERY
WISH THE CAREFUL ATTENTION IT WAR-
RANTS. THE ENHANCING, FINAL, PLEASURE-
ABLE TOUCH TO LIVING AS ONLY THE DESERT
AND A DESERT STARS HOME COMBINED CAN
GIVE.

LOCATED IN THE DESERT'S
MOST SHELTERED COVE,
DESERT STARS, COMMANDS AN
UNFORGETTABLE PANORAMIC
VIEW OF PALM DESERT AND
ENTIRE ENCOMPASSING
VALLEY.

ELEVATE, EACH HOMESET
AFFORDS YOU UNIMPAIRED
VIEW OF THE DESERT'S EVER
CHANGING BEAUTY...
PROVIDING THE IDEAL
ENVIRONMENT FOR INDOOR-
OUTDOOR DESERT LIVING.

**balanced
power
homes**

The advertisement is a full-page spread with a dark background. On the left, there are three architectural renderings of houses, labeled B32, A22, and C32. Between and around these are two detailed floor plans. The top floor plan shows a layout with a kitchen, dining room, living room, and two bedrooms. The bottom floor plan shows a similar layout with a different arrangement of rooms. To the right of the floor plans is a map of the Palm Desert area, showing roads like Highway 111 and Highway 78, and various landmarks and golf courses. The map is drawn in a stylized, hand-drawn manner with red and white lines. Text is scattered throughout the page, providing information about the houses, the developer, and the location. The overall aesthetic is mid-20th-century architectural illustration.

Name/Number	Eldorado Highlands
Date	1963
Developer	Stanton Graham
Architect	Stanton Graham
Boundary	North side of Homestead Road, from Highway 74 to Alamo Drive
Development History	<p>Eldorado Highlands was a small tract of twenty homes developed by developer-contractor-architect Stanton Graham immediately adjacent to Palm Desert Highlands. (In fact, the original sign for Palm Desert Highlands was repurposed for this new tract.)</p> <p>Like its predecessor neighborhood, Eldorado Highlands was marketed as an upper-class neighborhood with imposing views, larger lots, and “individual” houses. Although they were designed and built at once by Graham, each home had a different façade, with styles and influences ranging from “Greek, Roman, Mediterranean, Oriental, or Spanish.”⁷⁵ While Graham apparently acted as architect for the homes, the interior designer Noel F. Birns was brought on as the color consultant and decorator for the model homes.</p> <p>The set of twenty homes was completed in 1964 and Graham did not develop anything further. An adjoining subdivision, Highland Palms Estates (1964) was developed almost contemporaneously and mirrored the eclectic historicist architecture of Eldorado Highlands.</p>

⁷⁵ “Subdivision Departs from Usual Palm Grove,” *Desert Sun*, December 14, 1963.

Name/Number	Highland Palms Estates
Date	1964
Developer	Charles “Bud” White and Syd Crossley (Highland Palms Development Company)
Architect	Charles W. Doty (attribution)
Boundary	The street of Prarie Drive
Development History	<p>Highland Palms Estates was a joint venture between contractor Charles “Bud” White and Syd Crossley, who developed the subdivision and sixteen homes in 1964 by continuing the streets laid by White in 1961 for his Desert Palms tract. While White had developed the initial tract (Desert Stars) under his own company, he partnered with Crossley for this phase.</p> <p>It appears that the architect Charles W. Doty was responsible for the design of the homes, however further documentation is needed to confirm this attribution. Doty had designed the homes built for Desert Stars only a few years prior, and many of the homes built for Highland Palms appear to be similar models. Whereas Desert Stars was exclusively built with Mid-Century Modern tract homes, Highland Palms was built in a variety of styles, including Grecian-influenced homes (which may have been inspired by Stanton Graham’s adjacent Eldorado Highlands being developed at the same time).</p> <p>The subdivision was opened in 1964 and advertised as “designed for family living,” and were slightly more affordable than its Eldorado Highlands and Palm Desert Highlands counterparts, while still more expensive than the homes built for Desert Stars.⁷⁶ White and Crossley never went on to develop any houses in the subdivision after the homes built in 1964, although the streets were expanded (namely Beverly Drive) and developed in ensuing decades.</p>

⁷⁶ “Highland Palms Estates Presents Unique Desert Dwellings with Preview Opening and Party Today,” *Desert Sun*, July 24, 1964.

Name/Number	Marrakesh Country Club
Date	1967
Developer	Johnny Dawson
Architect	John Elgin Woolf and Robert Koch; Richard A. Harrison; Theodore Robinson
Boundary	Portola Avenue to the east, Amir Drive to the west, Haystack Road to the south, and Grapevine Lane to the north
Development History	<p>In 1967, the developer Johnny Dawson leased the 155-acre parcel of land known as Haystack Mountain Ranch from Elisabeth Stewart, a famous swimsuit designer who had inherited the property from her father Edgar W. Stewart.⁷⁷ The Ranch was a humble operation with only two small houses and a horse corral, but by the 1960s it was one of the largest and most centrally located undeveloped parcels of land south of Highway 111. Dawson, who was noted for catalyzing country club development with his Thunderbird Country Club (1951), Eldorado Country Club (1957), and Seven Lakes Country Club (1964), envisioned a full-size country club in Palm Desert.⁷⁸</p> <p>Dawson hired the architect John Elgin Woolf and his partner Robert Koch to design the development in Woolf's quintessential Hollywood Regency style, along with the golf course architect Ted Robinson, who was responsible for the land planning and golf course. Initially, the country club was to be known as the "Mountain Lakes Country Club," but after Woolf exhibited his design which featured a pink color scheme, the name "Marrakesh" (the Moroccan city famed for its pink walls) was suggested to Dawson and became the official name.⁷⁹</p> <p>Woolf's design and scheme was notable for its exuberant style as well as its comprehensiveness. He designed everything for the community, from its clubhouse to its condominiums to its lampposts, all in his signature Hollywood Regency style. From the very beginning, the development was to be built out completely with condominiums, and Woolf designed four models ranging in size and design.</p> <p>Construction began in the fall of 1968 on infrastructure, administration/security buildings, and the golf course, all of which were completed in 1969. Beginning late in 1969, construction on condominiums began and were phased out over a</p>

⁷⁷ "Dawson Tells of Condominium Plan," *Palm Desert Post*, December 28, 1967.

⁷⁸ James Munn, "We're the Dawsons!," *Palm Springs Life*, September 20, 2021, <https://www.palmspringslife.com/velma-wayne-dawson/>.

⁷⁹ "Introducing Marrakesh Country Club," *Palm Springs Life*, September 1968.

	<p>period of ten years in twenty-to-forty-unit increments, and finally completed in 1979 at a final tally of 364 units.⁸⁰ Each section of condominiums also featured a central pool area and pool pavilion (a Woolf specialty), and were wrapped around the eighteen-hole golf course designed by Robinson.</p> <p>In 1970, after difficulty sourcing the working drawings from Woolf, the modern architect Richard A. Harrison was commissioned to redesign the clubhouse. Construction on the clubhouse began in 1970 and was complete in 1972, at which point the first residents had moved into condominiums. Velma Dawson, Johnny Dawson’s ceramicist wife noted for creating the Howdy Doody marionette, was responsible for the interior design of the clubhouse and a selection of units.</p> <p>Marrakesh instantly became the most prominent country club in Palm Desert. In the years immediately following, clubs like Del Safari Country Club (1969) and Ironwood Country Club (1972) would kick off, but Marrakesh was the first. Due in part to Dawson’s reputation, many units were sold well before their completion, and the club was activated with a variety of social and sporting events even in its earliest years. Marrakesh’s unique Hollywood Regency design also embodied shifts occurring in the architecture trends of the 1960s and 70s and was one of the earliest country clubs in Palm Desert – a typology that would define development of the following decades.</p>
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⁸⁰ Luke Leuschner, *Marrakesh Country Club: Historic District Nomination*, Version 1: February 2025, 15-18; “Final Phase for Marrakesh Project Given Approval,” *Desert Sun*, March 30, 1977.

Name/Number	Del Safari Country Club [Avondale Golf Club]
Date	1969
Developer	M.G.G. Corporation [George Glickley, Burton Graham, and Daniel McLachlan]
Architect	John F. Galbraith
Boundary	Frank Sinatra Drive to the north, Country Club Drive to the south, Eldorado Drive to the east, and Sweetwater Drive to the west
Development History	<p>In 1968, the businessmen George Glickly and Burton Graham purchased a 240-acre parcel of barren desert land from a woman named Sophia Maloof. At that point, Palm Desert's unincorporated boundaries were about as far Hovley Lane, but this land was much farther north. Graham and Glickley, friends who were members of Bermuda Dunes Country Club and had also together owned the Bermuda Dunes Airport, announced a large-scale country club development with custom homes, condominiums, a clubhouse, eighteen-hole golf course, and other typical amenities.⁸¹</p> <p>In the very beginning of the project, the Palm Springs architect William F. Cody was hired for the design, but he was soon replaced by the Pasadena architect John F. Galbraith. The golf course developer and designer Jimmy Hines was hired to oversee the design and construction of the golf course. The name of the development was initially announced as The Safari Country Club in the beginning of 1969 but was soon refined to the Del Safari Country Club.⁸² The development was branded around an African theme with streets named after African places, spear motifs on the main gate, and a central clubhouse that resembled a fort. Galbraith's design for the clubhouse was a unique circular stucco structure atop an artificial hill with commanding views of the entire Coachella Valley.</p> <p>Construction began on the golf course and clubhouse in the spring of 1969 and was completed by the beginning of 1970s. Despite the advanced construction timeline and the project's grand ambitions, the project began to face issues in 1970. Construction began on an early phase of twenty-one condominiums at the end of 1970, and only a few custom homes were built (those of the developers). Ultimately, only about sixty condominium units were completed of an intended 500, and the project went bankrupt by the mid-1970s. In 1986, a new owner renamed the club Avondale Golf Club.⁸³ Despite the failure of its initial vision, lots were developed over ensuing decades and the membership filled out, and buildings like the clubhouse attest to a distinct period of 1960s development in the Coachella Valley.</p>

⁸¹ "Luxurious Golf Club Due Soon," *Desert Sun*, March 4, 1969.

⁸² "Luxurious Golf Club," *Desert Sun*, 1969.

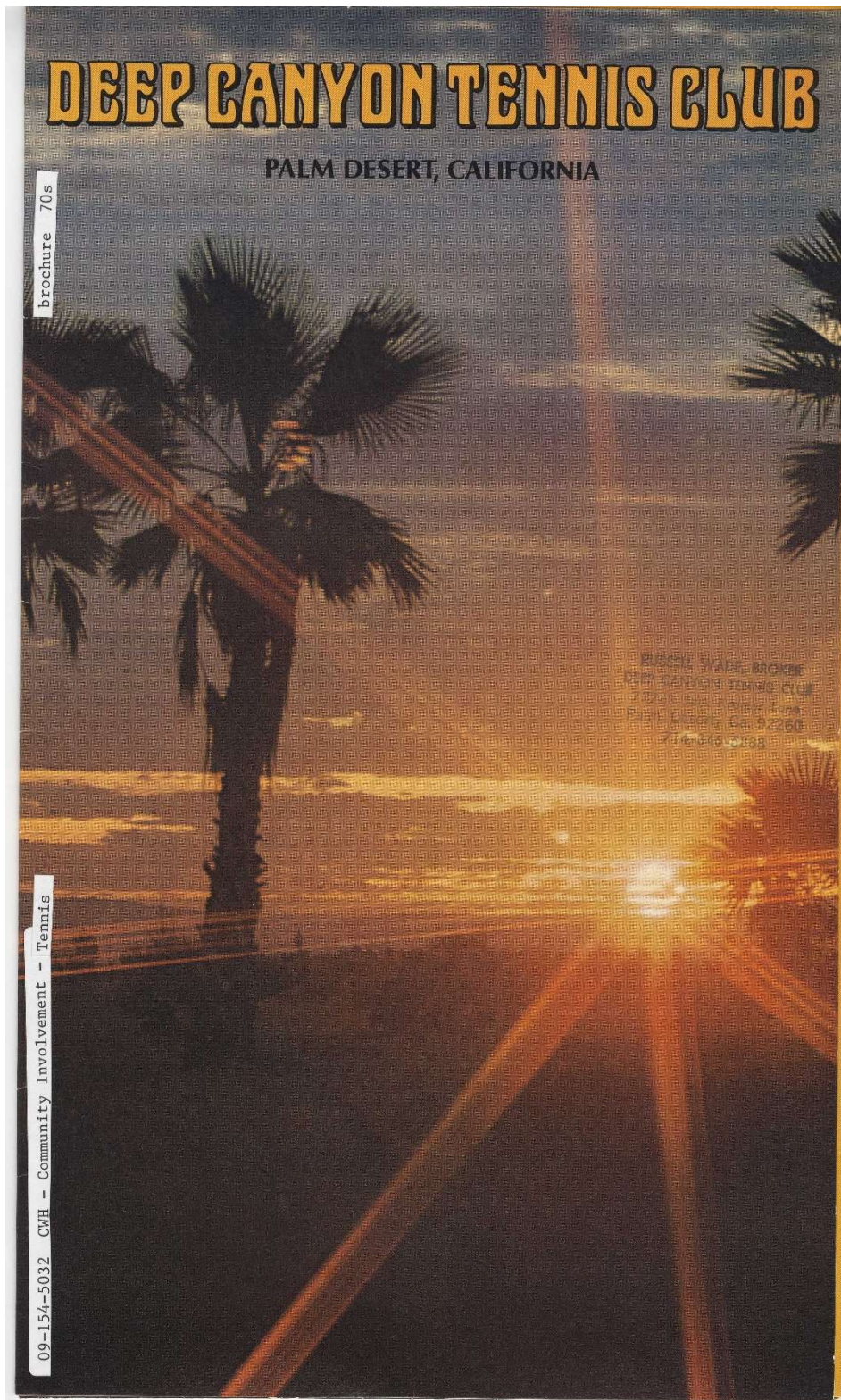
⁸³ Avondale Golf Club, "Our 50th Anniversary," <https://www.avondalegolfclub.com/legacy>.

Name/Number	Deep Canyon Tennis Club
Date	1971
Developer	El Dorado Homes; Rowland Sweet and C. L. Cleland
Architect	
Boundary	To the east of Highway 74, between Bursera Way and Amber Street/Ambrosia Street, consisting of development inside of Frank Feltrop Drive
Development History	<p>The Deep Canyon Tennis Club was a large-scale condominium development initiated by developers Rowland Sweet and C. L. Cleland on a fifty-eight-acre parcel on the upper slope of southern Palm Desert. The land was originally part of the Palm Desert Corporation's landholdings, although it was never subdivided or developed previously. Sweet and Cleland originally proposed a 400-unit condominium development designed in a modern style and consisting of two-story buildings.⁸⁴</p> <p>The plan, which signaled a departure from the low-density single-family estate homes typical of surrounding neighborhoods, triggered some citizen backlash, although it was approved in October of 1971 with only a slight reduction to 360 units.⁸⁵ Construction progressed through 1972, although by this time it was under the control of El Dorado Homes, a large-scale development company which appears to have purchased the development from Sweet and Cleland.</p> <p>The first phase of the Deep Canyon Tennis Club opened at the end of the summer of 1973. At that time, only the clubhouse facilities, ten tennis courts, and less than half of the planned 360 units had been completed. The architecture, unlike that presented in initial plans by Sweet and Cleland, was an ambiguous southwestern style with stucco walls and Spanish tile roofs. Models ranged in size, beginning at \$29,950, making them affordable within the seasonal economy context.</p> <p>For reasons which are unclear, the development would not be complete until 1979, when the final phase of the condominiums was constructed and sold. In total, it had ten tennis courts, twelve pools, six paddleboard courts, extensive landscaping, and a central clubhouse with a tennis pro shop and various amenities.⁸⁶</p>

⁸⁴ "PD Condominium Project to Offer Swimming & Tennis," *Palm Desert Post*, July 8, 1971.

⁸⁵ "Planners Approved Deep Canyon Club," *Palm Desert Post*, October 7, 1971.

⁸⁶ "Deep Canyon Club Offers Round the Clock Security," *Desert Sun*, October 30, 1973.



about the builder...

In this age of planned community development, a few homebuilders excel. Among the few firms offering bold innovations to the housing industry while still maintaining high construction standards is El Dorado Homes division of Kaiser Aetna.

The prime goal of this young organization is to meet the challenging demand for housing by building better living places for discerning homeseekers. The freshly styled residential complex in a leisure-oriented setting is fast becoming the company specialty. In all cases, the finished products of El Dorado Homes are truly beautiful units that match their surrounding in style and tone. Each one includes the custom amenities that lend grace and comfort to modern living concepts.

At Deep Canyon Tennis Club a vast array of recreational facilities was included. In an effort to add a new dimension to the area a park-like oasis was created. Such a product is only the result of dedicated master planning by a skilled team of knowledgeable professionals.



Although El Dorado Homes is a young company, the men who built its destinies possess a broad scope of talent and experience.

General Manager, Dwight W. Mize has served a professional lifetime in real estate, specializing in residential, apartment and condominium development.

Other key members of the company's management team are John H. Salinero, Director of Marketing and Sales, who has a wide and varied experience in bringing modern new homebuilding concepts to public awareness. Projects Manager, John Van Daele, draws

from over two decades of experience in the coordination of all aspects of residential development. As Director of Construction, Pete Montalvo's extensive background and high personal criteria ensure the excellence in craftsmanship of every El Dorado Home.

El Dorado Homes intends to record a fully successful adventure in homebuilding. To do that the company must satisfy you, the potential buyer



For Information Call or Write: Ph. (714) 346-5888 P.O. Box 1505 Riverside, Ca. 92501 | Tennis Club Site: In Palm Desert on Hwy 74 one mile south of Hwy 111

ATTENTION TO DETAIL BY THE MANAGEMENT TEAM ENSURES QUALITY



**DWIGHT
MIZE**
General Manager

**JOHN
VAN DAELE**
Projects Manager

**PETE
MONTALVO**
Director of
Construction

**JOHN
SALINERO**
Director of Marketing
and Sales

Floor Plans

UPPER LEVEL

LOWER LEVEL

The Perfect Balance of Recreation and Relaxation

Playground for the "jet set" . . . desert paradise . . . golf capital of the world . . . world's most famous desert resort . . . all of these accolades have been attributed to the Palm Springs area. Palm Springs has virtually 365 days a year of sunshine and pleasant weather. Since it was discovered by the early day Hollywood "fun crowd," Palm Springs, Palm Desert and environs have achieved phenomenal growth and development. The entire region is totally recreation and relaxation oriented. Entertainment is the byword. The flavor of fun is everywhere. A variety of attractions made possible by a unique location and the perennial good weather combines to make the Palm Springs area a year-around leisure paradise. In keeping with this marvelous atmosphere, El Dorado Homes adds another new dimension with Deep Canyon Tennis Club in Palm Desert . . . an exclusive, self-contained park-like community for leisure seeking families. The development is replete with an excellent variety of recreational facilities with the emphasis on tennis. Clustering the condominium homes around individual steel de seas and limiting the development to six units per acre creates a true residential park. From site selection to recreational amenities to individual home design, the development was master planned with great care to maintain a proper ecological balance, while providing a pleasant residential community for families. Scores of growing palm trees were transplanted to preserve the natural desert beauty. Privacy and exclusiveness is assured by 24-hour gatehouse security and patrol. Great palms have been taken to make the community available only to homeowners and invited guests. A complete members identity package is included with each home. As a first home, vacation home, or retirement home, Palm Desert and the Deep Canyon Tennis Club condominiums offer the ultimate to those seeking the perfect balance between recreation and relaxation.

EVERY PLAN INCLUDES THESE FEATURES:

- Central Air Conditioning and Heating with Thermostatic Controls
- Large Built-in Kitchens with Range, Oven, Sink, Dishwasher, and Disposal
- Fresh Wallpapers with Carpet over most of the Living Room
- Private Enclosed Patio with Stalio, Glass Doors or Veranda
- Two Bathrooms
- Your Choice of 2 or 3 Bedrooms, Single or Split Level Plans
- Individual Water and Dryer Areas
- Extra Storage Areas in Garages
- Separate Entrances with Decorative Curb

Name/Number	Palm Desert Tennis Club
Date	1971
Developer	John and Beverly Fletiz
Architect	John Outcault
Boundary	Homestead Road to the north, Mesa View Drive to the south, Center Street to the west, and Alamo Drive to the east
Development History	<p>Initially idealized as the “Palm Desert Racquet Club,” the Palm Desert Tennis Club was a 100-unit condominium development created by developer John Fleitz and his wife Beverly Baker Fleitz, a prominent tennis athlete who had been top-ranked in the 1950s.⁸⁷ The Fleitzes purchased the twenty-acre parcel from fellow tennis player George Alexander.⁸⁸ The land had previously been undeveloped and had never been a part of another subdivision, although it was adjacent to such tracts as Palm Desert Highlands, Eldorado Highlands, Highland Palms Estates, and Desert Stars.</p> <p>While tennis-oriented developments had originated in Palm Springs prior to World War Two with the Racquet Club and the Palm Springs Tennis Club, a wave of these developments proliferated in the eastern Coachella Valley in the 1970s with the widespread adoption of the condominium model. Whereas golf-oriented country clubs necessarily required large quantities of land, tennis clubs could be built on smaller parcels. Contemporary with the Palm Desert Tennis Club were the nearby developments Deep Canyon Tennis Club (1971) and Corsican Villas (1973), which similarly featured condominiums planned around tennis courts and clubhouse.</p> <p>The Palm Desert Tennis Club was designed by architect John Outcault on a twenty-acre parcel off Mesa View Drive, an area of southern Palm Desert which was rapidly being developed, particularly with the arrival of Ironwood Country Club only a few years later. Outcault designed the development in an ambiguous southwestern style typical of the 1970s, with stucco walls and Spanish tile roofs. The site planning featured 100 condominium units split into five circles, each surrounding a small pool. Community facilities included a clubhouse, large communal pool, eight tennis courts (one with a stadium for events), and various other recreational amenities like an indoor handball court and billiard’s room.</p> <p>The Palm Desert Tennis Club opened for a preview and sales in the summer of 1973, followed by a grand opening in October of 1973 attended by numerous</p>

⁸⁷ “103-Unit Racquet Club Planned in Palm Desert,” *Desert Sun*, August 19, 1971.

⁸⁸ Ginny Smith, “Desert Larking,” *Desert Sun*, June 21, 1973.

	tennis stars. ⁸⁹ Prices for the three-bedroom units began at \$42,500, placing them in the higher end, but the development appears to have quickly sold out by the end of 1973.
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⁸⁹ Ginny Smith, “Desert Larking,” *Desert Sun*, June 21, 1973; Alice Marble, “The Net Set: Tennis News,” *Palm Desert Post*, October 11, 1973.

Name/Number	Ironwood Country Club
Date	1972
Developer	Silver Spur Associates (Robert M. Haynie, Jack A. Vickers, Arnold Palmer)
Architect	William F. Cody; Francisco J. Urrutia
Boundary	Irregular (refer to aerial)
Development History	<p>In the 1950s, the southernmost development on the slope of Palm Desert was Silver Spur Ranch, a subdivision that consisted of largely middle-class Ranch style homes at the base of Deep Canyon. The Silver Spur landholdings, however, were significantly larger than the subdivision itself, totaling approximately 600 acres. Further south, above the subdivision adjacent to the mouth of Deep Canyon, the singer Bing Crosby and a group of his friends had built estate homes. This, however, was the only development on this portion of land owned by Silver Spur.</p> <p>In 1959, the developers, Adrian and Mercedes Schwilck, sold their stake in Silver Spur to a consortium headed by movie producer Sol Lesser, who imagined a sprawling development with hundreds of homes and a grand clubhouse all designed by modernist architect William Krisel. These plans, which never materialized, were to be on the land above Silver Spur around the Crosby estate. Lesser's plans for the expansion of Silver Spur Ranch were the last for this portion of land until Ironwood Country Club, developed beginning in the 1970s. In 1962, Schwilck purchased back his stake in Silver Spur Ranch but not all of the land, and it appears that Lesser retained much of the land to the south of the development.</p> <p>While Schwilck initiated a failed expansion of Silver Spur in the mid-1960s, it seems that plans were being conceptualized for a large-scale country club development on the land that was previously part of Silver Spur's landholdings. In 1972, a plan was announced by Silver Spur Associates (not to be confused with the company that developed Silver Spur Ranch), a consortium headed by Robert M. Haynie and Jack A. Vickers, for a large \$90 million country club.⁹⁰ At the time, landholdings were reported at 900 acres, which appears to have included land that was formerly Silver Spur Ranch property and land from other sources.</p> <p>The prominent architect William F. Cody was brought on as the architect and planner for the development (then unnamed) which was to include three golf courses, a clubhouse, over 3000 housing units ranging from estate homes to condominiums, tennis facilities, and numerous other amenities. At this time in Palm Desert, numerous other country clubs (of varying sizes) had been developed or were in development, including Marrakesh Country Club (1968),</p>

⁹⁰ "Silver Spur Homeowners Discuss \$90 Million Plan," *Palm Desert Post*, February 10, 1972.

	<p>Del Safari Country Club (1968), and Deep Canyon Tennis Club (1971), although this new development would be larger than any of them.</p> <p>After some citizen backlash from the organization Concerned Citizens of Palm Desert, a resulting settlement lowered the density of the development, and ground was broken at the end of 1972.⁹¹ At the beginning of 1973, the development was officially named “Ironwood Country Club,” and ground was formally broken. At this time, according to numerous articles, the famous golfer Arnold Palmer had joined in as an investor in the project, and from then on, he would be cited in publicity about Ironwood.⁹² Palmer and another famous golfer, Jack Nicklaus, worked with golf course architect Desmond Muirhead on the design of the three courses.⁹³</p> <p>The preview opening of the development was held in November of 1973, at which point the clubhouse and five model condominium units were completed, and the first golf course was under construction. Development on the residential component of Ironwood was phased out over a period of nearly ten years and featured a variety of home sizes and types, ranging from one-bedroom condominiums to large estate homes. While the architect of the earliest condominium phases (1972-1973) is unclear, the architect Francisco J. Urrutia, a disciple of William Cody who likely got the job through his office’s initial involvement, designed many of the successive phases. The condominiums, priced in the higher range, were designed in a Late Modern style hybridized with a generic southwestern palette (stucco walls and Spanish tile roofs), and interior design services were offered by the management.</p> <p>The developers also built dozens of “Fairway Homes” designed by Urrutia, which were large single-family estates. Much later, Ironwood sold homesites for owner-built estates, which would come to surround the Bing Crosby estate once part of Silver Spur Ranch.</p> <p>Development on the country club largely came to an end in the early 1980s. By 1982, only 975 homes had been built despite Ironwood’s authorization to build 1,700, and their initial aspirations to build over 3,000.⁹⁴ At the time, the developers cited both a slow economy and concerns about the overuse of the club’s facilities. Later units would be planned and built, as soon as 1984, but Ironwood was eventually complete by the end of a ten-year development campaign.</p>
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⁹¹ “Silver Spur Opposition Withdrawn,” *Desert Sun*, September 21, 1972.

⁹² “Stars to Initiate Course,” *Desert Sun*, February 3, 1973.

⁹³ “Silver Spur Becomes Ironwood Country Club,” *Palm Desert Post*, May 3, 1973.

⁹⁴ “Ironwood Cuts Home Total by 40 Percent,” *Desert Sun*, February 19, 1981.

	<p>Ironwood Country Club, however, became the city's preeminent country club, reorienting development of the southernmost slope of Palm Desert. In the ensuing years, private country clubs (of an even higher level) were built immediately adjacent, including The Reserve Club, Bighorn Golf Club, and Stone Eagle Golf Club.</p>
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Name/Number	Corsican Villas
Date	1973
Developer	Biddle-Kavanaugh Development Company; Pacific Lighting Properties Inc
Architect	Barry Berkus and Associates
Boundary	The street Desert Circle Drive and connecting streets
Development History	<p>Corsican Villas was a 130-unit condominium development built on a twenty-acre parcel originally part of Silver Spur Ranch. In the mid-1960s, Adrian Schwilck, the developer of Silver Spur Ranch, oversaw a development campaign to build out the neighborhood, including a clubhouse (a Mid-Century Modern design by architect Robert Ricciardi), communal swimming pool, and small golf course, all completed in 1963. The campaign was ultimately unsuccessful, as Schwilck lost the development to foreclosure, and the bank liquidated the properties.</p> <p>The developers behind Corsican Villas, Biddle-Kavanaugh Development Company and Pacific Lighting Properties Inc, purchased a portion of this liquidated land in the ensuing years which included the former golf course, clubhouse, and swimming pool. Other portions of land which were formerly Silver Spur Ranch were also sold and developed at this time, including parcels which would become Ironwood Country Club.</p> <p>In 1973, the Corsican Villas were announced on this land and ground was broken in February of that year.⁹⁵ Like many other contemporary developments, including the Palm Desert Tennis Club (1971), Deep Canyon Tennis Club (1971), and Sommerset (1971, also developed by Biddle), Corsican was to be a condominium development complete with tennis courts, a pool, and clubhouse. The two-story buildings were designed by prolific architect Barry Berkus A.I.A. in a Late Modern style with some Spanish elements, and the two- and three-bedroom units began at \$27,950.⁹⁶ The land that once contained the Silver Spur golf course was redeveloped for Corsican, although the original Silver Spur clubhouse and pool were updated and repurposed as the clubhouse for the new development.</p> <p>The first unit, consisting of eighty units, was completed in 1973 and was quickly sold, and a second unit of fifty units began in 1976, and were sold out by the beginning of 1977.⁹⁷</p>

⁹⁵ "Corsican Villas Started," *Desert Sun*, February 16, 1973.

⁹⁶ "Corsican Villas Mark Opening," *Desert Sun*, April 13, 1973.

⁹⁷ "Corsican Villas Sets Final Phase," *Desert Sun*, January 30, 1976; Advertisement for Corsican Villas final liquidation, *Desert Sun*, January 12, 1977.

Name/Number	Sommerset
Date	1977
Developer	Biddle Development Inc; M & T Inc
Architect	Morris-Lohrbach & Associates (architecture), Frank Radmacher & Associates (landscape)
Boundary	West of Highway 74, Desert Flower Drive and all connecting streets except for the three cul de sacs east of Desert Flower Dr between Starburst Drive and Sommerset Drive
Development History	<p>Sommerset, also known as Sommerset Garden Home, was a 193-unit condominium development on a thirty-three-acre parcel on the upper slope of southern Palm Desert. It was the creation of Biddle Development Inc (who had partnered in developing Corsican Villas immediately prior) in partnership with M & T Incorporated. The condominium units, which were marketed as townhomes or “garden homes,” were to be surrounded by eleven swimming pools and tennis courts and were anticipated to attract both permanent and seasonal residents.⁹⁸ Details, from landscaping to interior finishes, were intended to be of utmost quality, and the units were on the higher end, ranging in price from \$77,990 to \$87,990 for a variety of floor plans.⁹⁹</p> <p>Ground was broken for the first unit of Sommerset in the fall of 1977, with four model units open to the public and sales beginning in the spring of 1978. Immediately successful, three units followed: the second in the spring of 1978, the third in the winter of 1978, and the fourth in the fall of 1979. Successive phases were also more expensive, and by the fourth and final phase, units were beginning at \$114,000.¹⁰⁰ By the end of 1981, only a dozen units for sale were remaining, and all units had been constructed.¹⁰¹</p>

⁹⁸ “Ground Broken in Palm Desert for Sommerset Garden Home,” *Desert Sun*, October 21, 1977.

⁹⁹ “‘Finishing Touches’ Added to Models,” *Desert Sun*, March 3, 1978.

¹⁰⁰ “Sommerset Features Recreation,” *Desert Sun*, July 30, 1981.

¹⁰¹ “Sommerset: 13 Left,” *Desert Sun*, November 14, 1981.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Kalaina Perez, Management Analyst

SUBJECT: AUTHORIZE A CONTINGENCY OF \$75,000 FOR SUPPLEMENTAL PLAN REVIEW, INSPECTIONS, AND RELATED SERVICES (CONTRACT NO. C48010)

RECOMMENDATION:

1. Authorize a contingency of \$75,000 to be used for supplemental plan review, inspections, and related services (Contract No. C48010).
2. Authorize the City Attorney to make any non-monetary changes to the agreement.
3. Authorize the City Manager or designee to approve any change orders and execute any amendments to the agreements.

BACKGROUND/ANALYSIS:

On June 27, 2024, City Council approved contracts with three vendors, Willdan Engineering, Interwest Consulting Group, and Bureau Veritas North America for supplemental plan review, inspections, and related services, with a total not-to-exceed amount of \$300,000. These contracts were established to provide the Development Services Department with supplemental support to maintain operational capacity and ensure continued service delivery.

Following the retirement of a Building Inspector in 2024, a contract building inspector was brought on for a seven-month period to ensure service levels remained consistent and to minimize delays in inspection scheduling. This position has since been permanently filled, resulting in a reduction in ongoing contract costs.

In addition, a contract Permit Technician has been supporting frontline staff, enabling team members to focus on the successful implementation of the City's new permitting system, Clariti. This temporary staffing solution has helped sustain timely permit processing and supported a smooth customer service experience during the system transition.

While funds are available, the \$300,000 not-to-exceed limit cannot be surpassed without further authorization from the City Council. To ensure continued support for these essential services, staff is requesting a \$75,000 contingency allocation for supplemental plan review, inspections, and related services.

Legal Review:

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

FINANCIAL IMPACT:

Funds to support this request are available in the Fiscal Year 2024-25 budget, with \$50,000 in Account No. 1104420-4301000 and \$25,000 in Account No. 1104470-4300500; therefore, there is no additional impact to the General Fund with this action.

ATTACHMENTS:

1. Contract C48010A – Willdan Engineering
2. Contract C48010B – Bureau Veritas North America
3. Contract C48010C – Interwest Consulting Group

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **27th** day of **June 2024**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578 ("City") and Willdan Engineering, **a Corporation**, with its principal place of business at 650 E Hospitality Lane, Suite 400, San Bernardino, CA 92408 ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Project.

The City is a public agency of the State of California and is in need of professional services for the following project:

Plan Review and Inspection Services – Development Services
(hereinafter referred to as "the Project").

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I" and attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

3.1.2 Term. The term of this Agreement shall be from July 1, 2024, to June 30, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew the Agreement automatically for no more than two (2) additional one-year terms. The Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers,

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directors, employees, or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Patrick Johnson P.E., CBO, - Director of Building and Safety.**

3.2.5 City's Representative. The City hereby designates **Richard Cannone, AICP, Director of Development Services**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Patrick Johnson P.E., CBO, Directory of Building and Safety**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall

perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give

all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

Contract No. C48010A**(C) Professional Liability (Errors & Omissions) Insurance.**

Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers' Compensation Insurance.

Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

(E) Umbrella or Excess Liability Insurance.

Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrence of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(F) Fidelity Coverage. (RESERVED)**(G) Cyber Liability Insurance. (RESERVED)****3.2.11.2 Other Provisions or Requirements.****(A) Proof of Insurance.**

Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage.

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or

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damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation

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(except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local,

state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **three hundred thousand dollars (\$300,000) in aggregate** among firms awarded for on-call work per fiscal year without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates

of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant

Contract No. C48010A

shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Willdan Engineering
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408
ATT: **Patrick Johnson P.E., CBO**
Director of Building and Safety

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Richard Cannone, AICP**
Director of Development Services

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data: Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data

magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment, or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in

connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be

limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

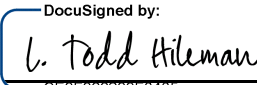
3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

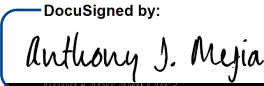
SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND WILLDAN ENGINEERING

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be
executed on the day and year first above written.

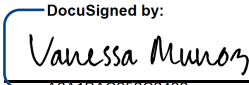
CITY OF PALM DESERT

By: 
CE3F366233F0405...
L. Todd Hileman
City Manager


Attest:

By: 
8063A189723D437...
Anthony J. Mejia
City Clerk

WILLDAN ENGINEERING, A CORPORATION

By: 
A6A1BAC252C2432...
Its: President

Printed Name:
Vanessa Munoz

By: 
510875A0D5AD4C6...
Its: Secretary

Printed Name:
Kate Nguyen

Approved as to form:

By: 
3820DDF2EAC84B0...
Isra Shah
Best Best & Krieger LLP
City Attorney

QC: MN

Insurance:


Initial Review


Final Approval

EXHIBIT “A”**SCOPE OF SERVICES****Plan Review Services**

All building plans will be examined for compliance with the current adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, California Historical Code, California Existing Building Code and the Accessibility, Noise, and Energy Conservation requirements as mandated by State Title 24, and all additional applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan reviews will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City’s directives, codes and policies.

Plan check will include a review of any or all of the following design elements as determined by the City:

- Architectural
- Structural
- Plumbing
- Mechanical
- Fire/Life Safety
- Electrical
- Energy Conservation Regulations (Title 24)
- Disabled Access Regulations (CBC)
- Green Building Standards
- CAsp

Building Inspection Services

All inspections will be performed in accordance with the City’s adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City’s procedures for reporting inspection results, use City inspection correction forms, make appropriate entries

EXHIBIT "B"

SCHEDULE OF SERVICES



All plan reviews will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City’s directives, codes and policies.

Plan check will include a review of any or all of the following design elements as determined by the City:

- Architectural

 - Structural
 - Plumbing
 - Mechanical
 - Fire/Life Safety
- Electrical
 - Energy Conservation Regulations (Title 24)
 - Disabled Access Regulations (CBC)
 - Green Building Standards
 - CASp

PLAN REVIEW SCHEDULE

TYPE OF PROJECT		INITIAL PLAN CHECK	SUBSEQUENT RECHECKS
	Residential Plan Review	8 – 10 working days	5 working days
	Commercial Plan Review	10 – 15 working days	5 – 8 working days

Expedited plan review will be provided at the City’s request and on a project basis.

A monthly report delineating an inventory of plan review will be provided to the City. Plan review comments will follow the City’s standardized plan checklist. Transmittals will be provided with each plan review.

EXHIBIT "C"**COMPENSATION**

Willdan will provide plan review services for a percent of the plan check fee collected by the City or for all-inclusive hourly rates as shown below. Percent of fee plan review will be charged through three reviews including approval based on the City's Fee Schedule. Subsequent reviews will be charged based on our hourly rate schedule. Expedited plan review will be billed at 1.35x of our rate. Over-time inspections will be billed at 1.5x of our rate. Mileage for inspections will be billed at the current IRS Standard Mileage Rate.

BUILDING PLAN REVIEW	WILLDAN FEE
Valuation up to \$999,999	70% of fees collected
Valuation of \$1,000,000 - \$4,999,999	65% of fees collected
Valuation of \$5,000,000 - \$9,999,999	60% of fees collected
Valuation of greater than \$10,000,000	55% of fees collected
SERVICE PROVIDED	HOURLY RATE
Plan Check Engineer/Architect	\$145
ICC Certified Plans Examiner	\$125
CASp Services	\$135
Sr. Building Inspector	\$115
Building Inspector	\$ 95
ADDITIONAL SERVICES AS NEEDED	
Building Official	\$155
Fire Plans Examiner	\$135
Fire Inspector	\$115
Code Enforcement Officer	\$ 90
Sr. Permit Technician	\$ 85
Permit Technician	\$ 75

Rates will not increase through June 30, 2025. If the Agreement is extended beyond June 30, 2025, Willdan may reserve the right to increase rates once per year to the value between the 12-month % change of the Consumer Price Index for Riverside County area and five percent.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario, CA

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **27th** day of **June 2024**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578 ("City") and Bureau Veritas North America, **a Corporation**, with its principal place of business at 220 Technology Drive, Suite 100, Irvine, CA 92618 ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Project.

The City is a public agency of the State of California and is in need of professional services for the following project:

Plan Review and Inspection Services – Development Services
(hereinafter referred to as "the Project").

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I" and attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

3.1.2 Term. The term of this Agreement shall be from July 1, 2024, to June 30, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew the Agreement automatically for no more than two (2) additional one-year terms. The Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this

Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Trang Huynh, P.E., CBO, Regional Manager**.

3.2.5 City's Representative. The City hereby designates **Richard Cannone, AICP, Director of Development Services**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Trang Huynh, P.E. CBO, Regional Manager**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party

responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include

contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City’s Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall “follow form” to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(F) Fidelity Coverage. **(RESERVED)**

(G) Cyber Liability Insurance. **(RESERVED)**

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions

be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **three hundred thousand dollars (\$300,000) in aggregate** among firms awarded for on-call work per fiscal year without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Bureau Veritas North America
220 Technology Drive, Suite 100, Irvine, CA 92618
ATT: **Trang Huynh P.E., CBO**
Regional Manager

City: City of Palm Desert
 73-510 Fred Waring Drive
 Palm Desert, CA 92260-2578
 ATTN: **Richard Cannone, AICP**
Director of Development Services

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless

Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment, or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in

this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

Contract No. C48010B

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.


[SIGNATURES ON NEXT PAGE]

Contract No. C48010B

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND BUREAU VERITAS NORTH AMERICA, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

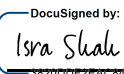
CITY OF PALM DESERT

By: 
L. Todd Hileman
City Manager

Attest:

By: 
Anthony J. Mejia
City Clerk

Approved as to form:

By: 
Isra Shah
Best Best & Krieger LLP
City Attorney

**BUREAU VERITAS NORTH AMERICA,
INC., A CORPORATION**

By: 
Its:

Vice President – West, Plan Check and
Inspection

Printed Name:

Craig Baptista, M.B.A.

By: 
Its:

Vice President and Secretary

Printed Name:

Heather B. Bush, Esq.

QC: MN

Insurance:



Initial Review



Final Approval

EXHIBIT “A”**SCOPE OF SERVICES****Plan Review Services**

All plans examination services will be performed by a licensed Civil or Structural Engineer and/or an ICC Certified or otherwise qualified Plans Examiner.

All plan reviews will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes and policies.

Plan check will include a review of any or all of the following design elements as determined by the City:

Architectural
Structural
Plumbing
Mechanical
Fire/Life Safety

Electrical
Energy Conservation Regulations (Title 24)
Disabled Access Regulations (CBC)
Green Building Standards
CASp

Building Inspection Services

All inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries.

EXHIBIT "B"

SCHEDULE OF SERVICES

Plan Check Turnaround Times	# OF BUSINESS DAYS	
STANDARD*	Initial	Recheck
New - Single Family Residential	7	5
Commercial / Multi-Family	10	7
Large Projects	*Negotiated schedule	
FAST TRACK*	Initial	Recheck
New - Single Family Residential	5	3
Commercial / Multi-Family	7	5
Large Projects	*Negotiated schedule	

EXHIBIT "C"
COMPENSATION

PLAN REVIEW PERCENTAGE OF FEES - BASED ON CITY COLLECTED FEES	
65% of City Collected Fee	
HOURLY RATES	
Services	Rate
Certified Building Official / Project Manager	\$145.00
Sr. Plan Review Engineer / Structural Engineer / Fire Protection Engineer	\$145.00
CASp Inspector	\$125.00
CASp Plan Review	\$125.00
Plan Review Engineer / Sr. ICC Certified Plans Examiner	\$130.00
ICC Certified Plans Examiner	\$120.00
Senior Building Inspector	\$105.00
Building Inspector	\$95.00
Sr. Code Enforcement Officer	\$110.00
Code Enforcement Officer	\$100.00
Permit Technician	\$70.00
Administrative / Clerical Support	\$55.00

- Plan Review fee assumes initial review and one (1) resubmittal. Additional reviews if required will be invoiced using the hourly fee schedule.
- Fast track / Expedited plan reviews shall be an additional 1.5 times the fees shown above.
- Overtime (OT) will be charged at 1.25 times the standard hourly rate; hours worked on a designated holiday will be charged at the appropriate OT rate. No overtime will be charged without approval.
- Rates and cost estimates shown above exclude per diem, prevailing wage and union rates. Should these be applicable, BV will discuss and negotiate fees to account for increased personnel costs.
- Hourly rates subject to annual adjustment in accordance with CPI from Engineering News Record (ENR) with the City's prior approval.
- Mileage for employee-owned vehicles used in connection with the work will be at the current IRS rate.
- Plan Review will be invoiced after initial review is completed and hourly services will be invoiced monthly.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario, CA

CITY OF PALM DESERT PROFESSIONAL SERVICES AGREEMENT

1. Parties and Date. This Agreement is made and entered into this **27th** day of **June 2024**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578 ("City") and Interwest Consulting Group, Inc., **a Corporation**, with its principal place of business at 1500 S. Haven Ave, Suite 220, Ontario, CA, 91762 ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Project.

The City is a public agency of the State of California and is in need of professional services for the following project:

Plan Review and Inspection Services – Development Services
(hereinafter referred to as "the Project").

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I" and attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

3.1.2 Term. The term of this Agreement shall be from July 1, 2024, to June 30, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew the Agreement automatically for no more than two (2) additional one-year terms. The Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this

Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Shelby Sieracki, Director of Client Success.**

3.2.5 City's Representative. The City hereby designates **Richard Cannone, AICP, Director of Development Services**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Shelby Sieracki, Director of Client Success**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party

responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include

contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City’s Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall “follow form” to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(F) Fidelity Coverage. **(RESERVED)**

(G) Cyber Liability Insurance. **(RESERVED)**

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Except with respect to Workers' Compensation coverage, coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to

inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Thousand Dollars (\$300,000) in aggregate** among firms awarded for on-call work per fiscal year without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any

expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before

commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Interwest Consulting Group, Inc.
1500 S. Haven Ave, Suite 220, Ontario, CA, 91762.
ATT: Shelby Sieracki
Director of Client Success

City: City of Palm Desert
 73-510 Fred Waring Drive
 Palm Desert, CA 92260-2578
 ATTN: **Richard Cannone, AICP**
Director of Development Services

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment, or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted. Consultant shall have no liability arising from the use of any Documents & Data for any purpose or on any project other than that for which it was produced.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release;

and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing and selected from Consultant's insurance carrier's panel counsel), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives free and harmless from any and all third party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole or active negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives. Notwithstanding any provision of law to the contrary, Consultant shall have the right to control the defense and settlement of any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's approval. Consultant's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the indemnitee in connection with the defense of the claim.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon agreement of parties or Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which shall not be unreasonably delayed or withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation

of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

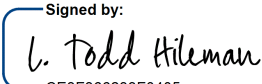
[SIGNATURES ON NEXT PAGE]

Contract No. C48010C

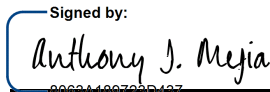
**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND INTERWEST CONSULTING GROUP, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

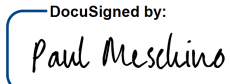
CITY OF PALM DESERT

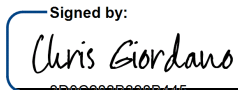
By: 
CE3F300233F0405...
L. Todd Hileman
City Manager

Attest:

By: 
0069A100723D407...
Anthony J. Mejia
City Clerk

INTERWEST CONSULTING GROUP, INC., A CORPORATION

By: 
00B009CB002409...
Its: President of Interwest Consulting Group
Printed Name: Paul Meschino

By: 
3D0C200B330B445...
Its: Chief Executive Officer of SAFEbuilt
Printed Name: Chris Giordano

Approved as to form:

By: 
3020DDF2EAC84B0...
Isra Shah
Best Best & Krieger LLP
City Attorney

QC: MN

Insurance:


Initial Review


Final Approval

EXHIBIT “A”**SCOPE OF SERVICES****Plan Review Services**

All plans examination services will be performed by a licensed Civil or Structural Engineer and/or an ICC Certified or otherwise qualified Plans Examiner.

All plan reviews will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City’s directives, codes and policies.

Plan check will include a review of any or all of the following design elements as determined by the City:

Architectural
Structural
Plumbing
Mechanical
Fire/Life Safety

Electrical
Energy Conservation Regulations (Title 24)
Disabled Access Regulations (CBC)
Green Building Standards
CASp

Building Inspection Services

A licensed Building Inspector will be available as-needed during normal business hours (40 hours/week). Inspectors can also be flexible to assist during special off-hours by request with advance notice.

Assigned staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.

Interwest’s ICC / CASp certified inspectors have performed both building and fire inspection services on a wide variety of construction projects including new residential developments, large custom homes, and commercial, institutional, assembly, essential service buildings, and industrial projects. When necessary for large or fast-track projects, multiple inspectors are available.

Interwest’s inspectors will provide field inspections including site inspections of projects to verify conformance with approved drawings and specifications, which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights, and any other applicable conditions. At the completion of inspections, Interwest’s inspectors will complete all necessary City forms and documents as required to provide seamless service. We understand that personality and customer service are crucial to on-the-job success; therefore, we have selected inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC and / or CASp certified as required.

EXHIBIT "B"

SCHEDULE OF SERVICES

TYPE OF JOB	MAXIMUM TURN AROUND TIME FIRST CHECK	TURNAROUND TIME RE-CHECK
RESIDENTIAL		
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel	10 Working Days	5 Working Days
NON-RESIDENTIAL		
New Construction	10 Working Days	5 Working Days
Addition	10 Working Days	5 Working Days
Remodel/Tenant Improvement	10 Working Days	5 Working Days
Large Complex Commercial Projects	Turnaround Time Negotiated on a Project-by-Project Basis	
EXPEDITED PLAN REVIEWS*	5 Business Days	5 Business Days

* Upon request and reviewer workload/availability

COMPENSATION

Fixed Fee Plan Review Fees

- For the review of deferred submittals such as truss calculations, stairs, etc., submitted after the projects has been approved, we propose to complete the reviews on an hourly basis utilizing the Schedule of Hourly Billing Rates below.
- For the review of revisions to previously approved drawings, we propose to complete the reviews on an hourly basis utilizing the Schedule of Hourly Billing Rates below

Beginning on the 1st anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"), unless a mutually agreed upon rate increase is established. Such increase shall not exceed 5% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario, CA

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Maria Gonzalez, Management Analyst
Shawn Muir, Community Services Manager

SUBJECT: UPDATE ON THE CITY'S ONGOING COMMITMENT TO TREE CITY USA
RECOGNITION THROUGH THE ARBOR DAY FOUNDATION

RECOMMENDATION:

Receive and file the update on the City's Tree City USA status and continued participation in the Arbor Day Foundation's program.

BACKGROUND/ANALYSIS:

The Arbor Day Foundation, a nonprofit organization established in 1972 by J. Sterling Morton—the founder of Arbor Day—works to inspire people to plant, nurture, and celebrate trees. With a focus on environmental conservation, sustainability, and global reforestation, the Foundation has helped plant tens of millions of trees worldwide and provides valuable educational resources to promote tree care and environmental stewardship.

A key initiative of the Foundation is the Tree City USA® program, which recognizes communities committed to effective urban forest management. Other initiatives, such as Replanting America's National Forests, support large-scale reforestation efforts nationwide.

The City has successfully completed the 2024 Tree City USA application, which documents forestry and tree care activities throughout the year. This application is submitted annually for the preceding year to maintain Tree City USA recognition.

To qualify and maintain Tree City USA status, the City must meet the following standards:

- Maintain a designated tree board or department to oversee public tree management
- Enforce a Tree Care Ordinance (Ordinance No. 1003)
- Invest at least \$2 per capita annually in urban forestry
 - Required investment for City of Palm Desert (based on population): \$105,558 annually
 - Current investment: \$1.39 million via West Coast Arborists contract, Project No. MLS00026)
- Formally observe Arbor Day (April 9, 2025)

Following the fulfillment of these criteria, the City will submit an annual report detailing all tree-related activities. This information contributes to the Arbor Day Foundation's assessment of the collective environmental impact of participating communities.

Staff will continue to identify and implement additional pledge actions to support the program further should the City Council reaffirm its commitment to participation.

Legal Review:

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

FINANCIAL IMPACT:

The annual cost for Arboricultural Services is included in the approved operations budget for the Public Works Department, which includes Parks, Medians, LLDs, Desert Willow, and the Housing Authority. Therefore, there is no additional financial impact to the general fund with this action.

<i>FY 2024-25</i>	<i>Account No.</i>	<i>Budget</i>	<i>Current Investment</i>
<i>Civic Center Park</i>	1104610-4332001	\$130,000	\$130,000
<i>Parks</i>	1104611-4332001	\$150,000	\$132,500
<i>Medians</i>	1104614-4337001	\$500,000	\$495,000
<i>LLDs</i>	200 Accounts	\$100,000	\$76,625
<i>Desert Willow</i>	4414195-4809200	\$425,000	\$425,000
<i>Housing Authority</i>	871 Accounts	\$130,000	\$130,000
<i>Contract Totals</i>		\$1,435,000	\$1,389,125

ATTACHMENTS:

1. 2025 Tree City USA Application for Certification
2. Ordinance No. 1003 Maintenance and Care of Trees

2025 Tree City USA Application for Certification

As part of our continued commitment to Tree City USA recognition, our 2025 application will be submitted once the application period officially opens in September 2025. One of the key requirements for eligibility is having a signed 2025 Arbor Day proclamation prior to the application opening. To ensure we meet this requirement, we have taken proactive steps to issue and sign the 2025 proclamation during our Arbor Day celebration this year. This timing allows us to align with Tree City USA guidelines and maintain our city's standing while demonstrating our ongoing dedication to urban forestry and environmental stewardship.

ORDINANCE NO. 1003

ORDINANCE OF THE CITY OF PALM DESERT,
CALIFORNIA ADDING CHAPTER 12.32 OF
THE CODE OF THE CITY OF PALM DESERT,
CALIFORNIA RELATING TO MAINTENANCE AND
CARE OF TREES

WHEREAS, the City Council of the City of Palm Desert, California has become more aware of the need for standards applicable to the care and maintenance of trees located on public property within the City and the use of public rights-of-way for the care and maintenance of trees located on private and public property. Council now desires to establish such standards and to regulate compliance therewith.

NOW, THEREFORE, the City Council does hereby ordain as follows:

Section 1. Chapter 12.32 is hereby added to the Code of the City of Palm Desert to read as follows:

Chapter 12.32

TREE PRUNING REGULATIONS

Sections:

12.32.010	Purpose of Chapter.
12.32.020	Definitions.
12.32.030	Scope.
12.32.040	Standards.
12.32.050	Enforcement.
12.32.060	Violation - Penalty.
12.32.070	Severability.

12.32.010 Purpose of Chapter.

The purposes of this chapter are: (1) to establish standards for care and maintenance of trees located on public property; (2) to regulate compliance with those standards in order to protect those public assets and enhance their appearance (3) to establish standards for the use of public rights-of-way for the care and maintenance of trees located on public property or located on private property and affecting public rights-of-way; and (4) to provide for the public safety during such care and maintenance.

12.32.020 Definitions.

- A. Unless otherwise defined, all terms and expressions used herein shall have the meanings utilized by the nursery and landscaping trades, arboricultural trades, or the meanings in common usage.
- B. "Complete Root System" as used herein, means the root crown and all roots that are larger than three (3) inches in diameter.
- C. "Contractor", as used herein, means any person, agency or entity performing or subcontracting for the performance of any Tree Work (as hereinafter defined), whether or not such person or entity has been hired by the City or another person or entity to perform such operations.
- D. "Tree Work", as used herein, means any of the Tree Pruning or landscaping operations referred to herein.
- E. "Emergency Work", work required when a tree or shrub is causing an immediate hazard to power lines with the potential to disrupt electrical service and/or cause damage to the public and property.

12.32.030 Scope.

The regulations of this chapter shall apply to any Contractor, property owner or occupant performing any of the Tree Pruning or landscaping operations referred to herein when such performance is rendered on or affects or interferes with public property or the public right-of-way within the City. Nothing in this ordinance is intended to stop, delay, or prevent any utility from complying with state and federal government regulations.

12.32.040 Standards.

A. Scheduling.

- 1. Contractor shall notify the City of Palm Desert no sooner than sixty (60) days and no later than ten (10) days before any Tree Work is commenced unless the tree work is required by an emergency.
- 2. Prior to commencing any Tree Work, the City representative and Contractor shall agree upon a work schedule. Any changes in this schedule must be approved by the City; the Contractor will give the City twenty-four (24) hours notice of said changes. Maintenance and operation of equipment shall be performed only during the time periods as follows:

October 1 - April 30	Monday - Friday	7:00 am - 5:30 pm
	Saturday -	8:00 am - 5:00 pm
	<i>(With City Approval Only)</i>	
	Sunday	Work is not Permitted
May 1 - September 1	Monday - Friday	6:00 am - 7:00 pm
	Saturday	8:00 am - 5:00 pm
	<i>(With City Approval Only)</i>	
	Sunday	Work is not Permitted

Exceptions to the above schedule may be granted by the City upon demonstration of the necessity for such deviation. Emergency work directed by the City shall not be impacted by the above scheduling restrictions.

B. Encroachment.

Before commencing work, Contractor shall apply for and receive an encroachment permit to work within the public right-of-way. An inspector will be assigned to inspect the tree work, monitor traffic controls and insure public safety.

C. Safety Standards.

1. Contractor shall comply with the State of California and Cal-OSHA Safety Rules and Regulations and American National Standards Institute (ANSI) Z133.1 standards. Contractor shall supply all delineation, signing and clothing as required by the State of California Department of Transportation.
2. Contractor shall set up traffic controls to assure a safe and proper lane closure is provided for the work area when work is done on public streets. If work along a public right-of-way will require the closure of a traffic lane, the Contractor shall notify the City at least 24 hours in advance and comply with the procedures outlined in the Cal-Trans Manual (page 5-48, figure 5-9, "Typical Lane Closures"). Contractor shall also obtain a copy and observe the City's Traffic Controls which outlines the normal requirements to close down a traffic lane for work. Contractor shall also accept additional direction or requirements from City staff when unusual conditions may exist or a hazard is identified.

D. Utility Hazards.

1. The Contractor shall exercise precautions as necessary when working adjacent to aerial utilities and comply with clearances as defined by current and applicable ANSI standards. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.
2. Any new planting of trees, shrubs and bushes shall be performed in a manner that does not interfere with overhead utility installations.

E. Arboriculture Standards.

1. All work shall conform to current and applicable International Society of Arboriculture (ISA) and American National Standards Institute (ANSI) standards. In all cases the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed and/or removed.
2. All work is to be done by personnel who have been trained according to ISA accepted tree care standards. Work is to be supervised by an experienced ISA Certified Arborist.
3. All tree pruning and/or removal is to be done by an experienced ISA Certified Tree Worker and/or an experienced but non-certified tree worker under the direct supervision of one of the aforementioned ISA certified personnel. Direct supervision requires that the ISA certified arborist or certified tree worker be present on the job site and observing the work of a non-certified employee.

F. Tree Removal.

1. Trees being removed shall be done according to ANSI Safety Standards and provide for the safety of workers, traffic, City residents and property.
2. All trees that have been topped, trimmed or mutilated beyond salvageability shall be removed at Contractor's expense, and such removal shall include removal of the Complete Root System so that future plantings can be accomplished without complications.

3. Any trees which require severe pruning that leaves the survivability of the tree in question shall be removed at Contractor s expense along with the Complete Root System.

G. Stump Requirements.

1. All stumps shall be ground to twenty-four (24) inches below grade and all roots larger than three (3) inches in diameter shall be removed. Holes shall be backfilled with native soil. Compaction shall be achieved with the use of water and the finished grade shall be two (2) inches above natural grade. If imported unclassified fill is used to backfill holes, the City must grant written approval and be notified far enough ahead of time to allow for soil testing. Any landscape and/or landscape material damaged during stump removal will be replaced by Contractor and approved by a City representative.
2. All visible surface roots are to be removed to eight (8) inches below grade and voids filled in accordance with the section immediately above.

H. Debris Removal & Composting of Green Waste.

1. Contractor shall remove all cuttings and debris from the work area on a daily basis. All dump/disposal fees shall be included in the bid proposal price.
2. Contractor shall dispose of all appropriate green waste removed from landscape areas at an approved facility where green waste is converted to a usable soil amendment or energy.
3. Contractor shall submit, at the end of the encroachment permit period, to the City representative, a listing of the landfill and/or energy site(s) used and a gross weight slip from the facility.

I. Damage to Public or Private Property.

1. Should any structure or property, including landscape, be damaged during permitted or contracted Tree Work, the persons conducting the work shall immediately notify the proper owners or City representative. Repairs to property damaged shall be made, at the sole cost and expense of the responsible party, within forty-eight (48) hours. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City.
2. Any damage caused by the permitted or contracted persons shall be repaired

or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the City. Special attention is drawn to sprinkler systems on all City property and private property, and the need to avoid damage or to repair damage to sprinkler systems as soon as possible.

12.32.050 Enforcement.

- A. Any Contractor and the owner, operator or manager of any property, facility, business or agency performing or arranging for the performance of the Tree Pruning and landscaping operations within the purview of this chapter shall comply herewith. Such Contractor, owner, operator or manager shall not violate or permit a violation of this chapter.
- B. The City's zoning and license officers, police and fire personnel are authorized to issue citations for violation of the regulations of this chapter.

12.32.060 Violation - Penalty.

Any person who violates any provision of this chapter is deemed guilty of an infraction in accordance with Chapter 1.12 of this code.

12.32.070 Severability.

The City Council declares that, should any section, paragraph, sentence or word of this chapter of the code, hereby adopted, be declared, for any reason, to be invalid, it is the intent of the Council that it would have passed all other portions of this chapter independent of the eliminations herefrom of any such portion as may be declared invalid.

Section 2. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published once and the same shall be in full force and effect thirty (30) days after its adoption.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this 8th day of November, 2001, by the City Council of the City of Palm Desert, California, by the following vote, to wit:

AYES: BENSON, KELLY, SPIEGEL, FERGUSON

NOES: NONE

ABSENT: CRITES

ABSTAIN: NONE



JIM FERGUSON, Mayor
City of Palm Desert, California

ATTEST:

By: 

SHEILA R. GILLIGAN, City Clerk

For City of Palm Desert, California

APPROVED AS TO FORM:

By: 

DAVID J. ERWIN, City Attorney

City of Palm Desert, California

CITY OF PALM DESERT

STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Kevin Swartz, Project Manager

SUBJECT: RATIFY CHANGE ORDER 1 TO CONTRACT NO. C48610 WITH R DEPENDABLE CONSTRUCTION, INC., FOR ADA UPGRADES AT THE STATE BUILDING (PROJECT NO. MFA00011)

RECOMMENDATION:

Ratify Change Order 1 to Contract No. C48610 with R Dependable Construction, Inc., of San Bernardino, California, for ADA Upgrades at the State Building in the amount of \$41,394.31 for a new contract amount of \$321,294.31.

BACKGROUND/ANALYSIS:

The State Building, encompassing 21,250 square feet, was constructed in 1992. The building is owned and operated by the City of Palm Desert and is leased to two tenants (Department of Rehabilitation and Water Quality Control Board). In Fiscal Year 2024-25, the City allocated funding through the Capital Improvement Program to support accessibility and facility enhancements at the Parkview Office Complex, including the adjacent State Building. The project focused on improving ADA compliance by upgrading restrooms and creating accessible paths of travel from the parking lot to building entrances. These improvements were designed to bring the facility in line with current accessibility standards, while also supporting broader goals related to energy efficiency, structural integrity, and tenant improvements.

In January 2023, the City retained Marks Architects, Inc., to provide architectural design and structural engineering services in support of the project goals. The scope of work included interior and exterior design upgrades, building assessments, and cost evaluations.

On November 14, 2024, the City Council awarded Contract No. C48610 to R Dependable Construction, Inc., for construction in the amount of \$279,900, with an additional \$28,000 contingency, bringing the total authorized budget to \$307,900.

During construction, several items arose that were not included in the original building plans and required additional work to meet design and compliance objectives:

1. Parking Lot Adjustments: To meet ADA slope requirements, the parking lot required more extensive grinding than anticipated. Concrete was reinstalled and the lot was restriped to ensure compliance and long-term surface durability in a desert climate. This change added \$26,285.07 to the project cost.
2. Sidewalk and Curb Accessibility Improvements: While not originally included in the scope, sections of existing sidewalk and curb were removed and replaced to improve

accessibility and provide a consistent look across the site. Colored concrete was used to better match the building's exterior. These enhancements added \$20,069.56 to the project.

3. Credit for Omitted Work: A credit of \$4,960.32 was also issued for the removal of tree and irrigation components that were ultimately excluded from the final scope.

Because the State Building was vacant during construction, staff requested approval of Change Order No. 1 from the City Manager to expedite completion of the additional work. The project has since been completed, and the Notice of Completion (NOC) has been filed. Since Change Order No. 1 exceeded the approved contingency amount by \$13,394.31, staff request its ratification to finalize payment.

Legal Review:

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

FINANCIAL IMPACT:

A total of \$7,150,000 was allocated in the approved Capital Improvement Project (CIP) under OC Enterprise Account No. 5104361-4400100 for improvements to the Parkview and State Buildings. To date, \$3,573,712.54 has been spent, leaving a balance of \$3,576,287.46. With the cancellation of the Parkview Improvements Project, \$4,300,000 was reallocated to the State Building Improvements Project, which includes ADA upgrades. This results in an available balance of \$726,287.46 for the State Building work.

The original ADA construction contract for the State Building was awarded at \$279,900, with a \$28,000 contingency for a total of \$307,900. Change Order No. 1 added \$41,394.31, exceeding the contingency by \$13,394.31 for a revised contract total of \$321,291.31. Sufficient funds are available; therefore, there is no financial impact to the general fund with the ratification.

The table below outlines the costs associated with the State Building improvements:

Account	Budget	Project Cost	Balance
State - 5104361-4400100	\$4,300,000.00		
Parkview - 5104361-4400100	\$2,850,000.00		
State, TI Improvements – ServPro C44620D		\$602,548.80 (funds will be reimbursed by State per Lease Agreement)	
State, Reroof – Garland C44600		\$1,181,557.00 (City required)	
State and Parkview, *Design – Marks Architect C44660		\$1,142,400.00	
State and Parkview, *Design Contingency – Marks C44660		\$150,000.00	
Parkview, TO005939– Ste 201/212		\$37,646.00	
State, various task orders for Building Improvements		\$138,269.43	
State, ADA Upgrades – R Dependable		\$279,900.00 (City required)	
State, **Change Order No. 1- R Dependable		\$41,391.31 (City required)	
Total	\$7,150,000.00	\$3,573,712.54	\$3,576,287.46
		Less: Parkview Project Funds	(\$2,850,000.00)
		State Building Improvements Available Funds	\$726,287.46

** Includes architectural design and engineering services in Parkview Office Complex and the State Building.*
***current*

ATTACHMENTS:

1. Approved Change Order 1
2. Contract No. C48610



CITY OF PALM DESERT

CONTRACT CHANGE ORDER

Contract No / P.O. #:	C48610	24251612
Change Order No.:	1	
Contingency:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Account No.:	5104361-4400100	
Project No.:	MFA00011-4401500	
Vendor No.:	V0015704	

Contract Purpose: ADA Upgrades - State Building

Contractor Name: R DEPENDABLE CONSTRUCTION INC

Contractor shall construct, furnish all supervision, labor, services, equipment, and materials, and perform all work necessary or required to fully complete the changes to the Contract described in this Change Order for the amount agreed upon between the Contractor and the City of Palm Desert ("City").

Description of Changes	Decrease In Contract Price	Increase In Contract Price
Contract dollar amount		\$ 41,394.31
Totals:	\$ 0.00	\$ 41,394.31
Net Change in Contract Price:		\$ 41,394.31

Justification:

City Council awarded Contract No. C48610 to R Dependable Construction, Inc. for ADA upgrades at the State Building. The contract amount was for \$279,900 plus a \$28,000 contingency totaling the PO amount of \$307,900. As part of the ADA upgrades, additional work was required outside of the approved building plans, which increased the project by \$26,285.07. The extra work/change orders total \$41,394.31, which is \$13,394.31 above the approved contingency amount. Staff requests approval of CO 1 and will bring forward a staff report for ratification of the change order at the March 27 City Council meeting.

Original Contract Amount:	+	\$ 279,900.00
Contingency:	+	\$ 28,000.00
Total Budget Amount:		\$ 307,900.00
Less: Expend. / Encumb. To Date:	-	\$ 279,900.00
Less: This Change Order Amount:	-	\$ 41,394.31
Remaining for Project:		-\$ 13,394.31

Contingency:	+	\$ 28,000.00
Less: Prior Change Order(s):	-	
Less: This Change Order:	-	\$ 41,394.31
Remaining of Contingency:		-\$ 13,394.31

The amount of the contract will be increased by the sum of:

Forty-One Thousand Three-Hundred and Ninety Four dollars and 31 /100 (\$ 41,394.31)

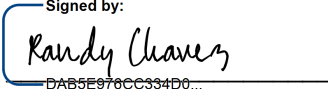
Revised Contract Total: \$ 321,294.31

Continued from Front

Contract No. C48610 Contract Change Order No. 1

Contract Time Extension: N/A

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the City from all claims, demands, costs, and liabilities, in contract, law or equity, arising out of or related to the subject of the Change Order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages. The adjustments to the Contract Price and Contract Time in this Change Order constitute the entire compensation and/or adjustment thereto due to Contractor, including but not limited to all direct, indirect, consequential, profit, labor, equipment, tools, idle time, incidentals, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the work covered by this Change Order. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the work under the Contract. This Change Order will become a supplement to the Contract and all provisions will apply hereto.

1. REQUESTED BY:

 Signed by:
 Randy Chavez
 DAB5E976CC334D0...
 Department Director

2. ACCEPTED BY:

 Signed by:
 Rosemary Padilla
 9FF7A733B6794D3...
 Contractor


3. CERTIFIED FUNDS
 AVAILABLE

 Signed by:
 Veronica Chavez
 BE46F4F325A44A2...
 Finance Director

4. APPROVED BY:

 Signed by:
 L. Todd Hileman
 CE3F586233F0405...
 City Manager

NOTE: No payments will be made prior to City Manager or Council approval

QC: 
 DS

**CITY OF PALM DESERT
CONTRACT FOR CONSTRUCTION**

This Agreement is made and entered into this **14th** day of **November, 2024**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and **R Dependable Construction, a Corporation**, with its principal place of business at **1019 West 3rd Street, Suite B, San Bernardino, CA 92410** ("Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**ADA Upgrades at the State Building
Project No. MFA00011
(hereinafter referred to as "the Project").
73-720 Fred Waring Drive**

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 90 Calendar Days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **TWO HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$279,900.00)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of \$1,000.00 for each and every Day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this

is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Specifications
- Addenda
- Construction Plans and Drawings
- Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
- Standard Plans of the City of Palm Desert, latest edition
- Standard Plans for Public Works Construction, latest edition
- Caltrans Standard Specifications, latest edition, Except Division 1
- Caltrans Standard Plans, latest edition
- California Manual on Traffic Control Devices for Streets and Highways (CAMUTCD), latest edition
- Work Area Traffic Control Handbook, latest edition
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION AND INSURANCE**A. Indemnification**

1. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify, and hold harmless the City, its officials, officers, agents, employees, and representatives, and each of them from and against:
 - (a) Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers;
 - (b) Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements;
 - (c) Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
 - (d) Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

2. Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the counsel of the City choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees, and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees, and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.
3. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

B. Insurance

1. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense during the term of this Contract, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.
2. **General Liability Insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$4,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
3. **Automobile Liability Insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
4. **Umbrella or Excess Liability Insurance.** Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automotive liability and employer's liability. Such policy or policies shall include the following terms and conditions:

A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

- (a) Pay on behalf of wording as opposed to reimbursement; and
 - (b) Concurrency of effective dates with primary policies; and
 - (c) Policies shall "follow form" to the underlying primary policies; and
 - (d) Insureds under primary policies shall also be insureds under the umbrella or excess policies.
5. **Workers' Compensation Insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
6. Fidelity Coverage. Reserved
7. Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

C. Other Provisions or Requirements

1. Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be

satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

4. Products/Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.
5. City's Rights of Enforcement. In the event any policy of insurance required under this Contract does not comply with these requirements, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Contract.
6. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
7. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees, and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.
8. Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
9. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

10. Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) Day notice of cancellation (except for nonpayment for which a ten (10) Day notice is required) or nonrenewal of coverage for each required coverage.
11. Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Coverage shall be at least as broad as coverage provided by ISO's Owners, Lessees, or Contractors Additional Insured Endorsement for the ongoing (i.e. ISO Form CG 20 10 07 04) and completed operations (i.e. ISO Form CG 20 37 07 04) of Contractor.
12. Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
13. Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
14. Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.
15. City's Right to Revise Requirements. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) Days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.
16. Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.
17. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.

18. Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.
19. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

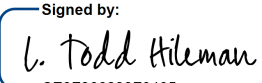
[SIGNATURES ON FOLLOWING PAGE]

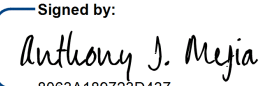
Contract No. C48610

**SIGNATURE PAGE TO LONG FORM CONSTRUCTION AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND R DEPENDABLE CONSTRUCTION, INC.**

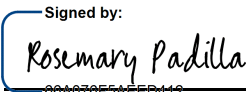
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be
executed on the day and year first above written.

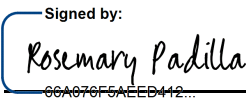
CITY OF PALM DESERT

By: 
CE3F286233F0405...
L. Todd Hileman
City Manager

Attest:
By: 
0069A109723D437...
Anthony J. Mejia
City Clerk

**R DEPENDABLE CONSTRUCTION, A
CORPORATION**

By: 
00A070F5AEE0412...
Rosemary Padilla
President

By: 
00A070F5AEE0412...
Rosemary Padilla
Secretary

944088

Contractor's License Number and
Classification

1000002054

DIR Registration Number (if applicable)

Approved as to form:

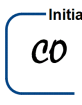
By: 
3020DDF2EAC04B0...
Isra Shah
Best Best & Krieger LLP
City Attorney

City Clerk QC: MN

Contracts QC: 

Insurance:


Initial Review


Final Approval


Bonds

CITY OF PALM DESERT

STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Brad Chuck, Public Works Superintendent
Shawn Muir, Community Services Manager

REQUEST: AWARD A CONTRACT TO MARIPOSA LANDSCAPES, INC., OF IRWINDALE, CA, FOR LANDSCAPE MAINTENANCE AREA NO. 1 AND INCLUDE ALLOWABLE EXTRA WORK AND SERVICES (PROJECT NO. MLS00008)

RECOMMENDATION:

1. Award a Maintenance Services Agreement with Mariposa Landscapes, Inc., of Irwindale, CA, for Landscape Maintenance Area No. 1 in the annual amount of \$367,764 subject to CPI increases, for a three-year term, with two one-year extension options.
2. Authorize allowable extra work for street maintenance and landscape services in an annual amount not to exceed \$95,000.
3. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
4. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.

BACKGROUND/ANALYSIS:

Landscape Maintenance Area No. 1 (LMA 1) is a critical area that provides the first impression of Palm Desert to visitors, covering parkways and all street and highway medians. Proper maintenance is vital for preserving the City's image.

Previously, LMA 1 services were split into three separate areas: LMA 1, LMA 2, and LMA 4; however, managing multiple vendors led to inconsistencies in service quality. To streamline operations and improve consistency, the City consolidated the three areas into a single maintenance contract under LMA 1 in 2021. The consolidated contract was awarded to Mariposa Landscapes, Inc. for a five-year term at an annual cost of \$483,828.

In March 2024, Change Order No. 3 added \$150,000 annually to include maintenance for non-landscaped areas, increasing the annual contract amount to \$661,408.56 and allowable extra work to \$125,000 annually. However, ongoing irrigation charges, excluded from the original agreement, prompted a re-bid and division of the contract into two separate areas: LMA 1 and LMA 2. LMA 1 represents medians south of country club while LMA 2 represents medians north of country club, see the Vicinity Map (attachment 4). The updated approach aligns with the best regional practices and includes detailed cost sheets for plant materials and irrigation repairs, helping with better cost control, and transparency.

Given the unpredictable nature of maintenance work—such as vandalism, accidents, and natural wear—estimating repair needs in advance is challenging. By requiring upfront hourly rates or

itemized pricing for such repairs, the City can prevent cost inflation, minimize delays from multiple vendors working simultaneously, and enhance accountability by eliminating disputes over repair responsibilities.

On November 18, 2024, the project was advertised for proposals through the City's bid management portal OpenGov (PROJECT ID: 2024-RFP-143), and on January 6, 2025, received three proposals electronically. A selection committee evaluated the proposals and scored them according to the following criteria:

- Clarity and conformance of proposal to the RFP (10%)
- Content of the proposal, including the work plan (25%)
- Proposer's experience and performance (35%)
- Team members' experience (10%)
- Comments by references (5%)
- Fee proposal (15%)

The proposals were ranked numerically as follows:

VENDOR	LOCATION	RANKING	BID AMOUNTS	ADDITIONAL WORK	TOTAL AMOUNT
Mariposa Landscapes	Irwindale, CA	1	\$367,764	\$95,000	\$462,764
Kirkpatrick Landscape	Bermuda Dunes, CA	2	\$367,008	\$95,000	\$462,008
Universal Green LLC	Desert Hot Springs, CA	3	\$360,300	\$95,000	\$455,300

Mariposa Landscapes, Inc., received the highest score, with an aggregate total of 84.67.

Although Kirkpatrick Landscape's proposal amount is similar to Mariposa's, their proposed staffing plan was less robust, as shown in the chart below:

	Mariposa Landscapes, Inc.	Kirkpatrick	Universal Green LLC
Number of Crews	2 Crews	1 Crew	1 Crew
Maintenance Staff	6 Staff	5 Staff	7 Staff
Irrigation Staff	1 Full-Time Irrigator	1 Irrigator (As Needed)	No Irrigator Listed

A full-time irrigator is preferred for the median contract to ensure efficient maintenance, prioritize water conservation, and effectively manage city resources by addressing issues promptly.

Based on the review, staff recommend awarding a contract to Mariposa Landscapes, Inc. for a 36-month period beginning July 1, 2025, with an option for two one-year extensions. The base contract includes monthly maintenance tasks such as raking, weed abatement, pruning, irrigation inspections, trash and debris removal, and other routine services performed according to a City-provided frequency schedule. Given the vendor's demonstrated efficiency and familiarity with the City's requirements, this agreement will enable the Landscape Division to maintain continuity and uphold City standards. The vendor's expertise in these areas ensures

faster response times and cost-effective solutions. Additionally, the vendor will allocate more staff to efficiently maintain and service these areas, justifying the increase.

The total funding request for as needed extra work amounts to \$95,000. This ensures that the funding limit is not exceeded while addressing essential tasks for public space upkeep and safety.

The additional funding is divided into two categories:

1. Landscape Maintenance – \$75,000

Covers unforeseen but essential landscape maintenance tasks not included in the base contract such as:

- Irrigation and landscape lighting repairs and replacements
- Emergency tree work
- Tree and shrub replacements
- Pest control
- Repairs due to accidents or vandalism
- Replacement of damaged signs
- Water conservation efforts
- Site furnishing repairs
- Enhancement projects as needed

2. Public Spaces Maintenance – \$20,000

Supports and supplements maintenance services for the upkeep of Rights of Way (ROW), vacant medians, drainage channels, vacant parcels and other public spaces currently maintained by City staff to enhance public safety and maintain clear visibility including:

- Weed abatement
- Litter removal
- Sidewalk cleaning
- Other related maintenance activities

When extra work arises, the vendor responsible for maintaining the designated LMA is typically the most cost-effective and responsive option, as their staff is already on site. Additionally, staff have observed challenges when an outside vendor performs work in an area maintained by another vendor. Using the same vendor for both maintenance and extra work promotes continuity and minimizes potential conflicts.

Legal Review:

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

Strategic Plan:

Landscape Maintenance Area No. 1 is an ongoing maintenance activity and, as such, does not contribute directly to the objectives of the Strategic Plan.

FINANCIAL IMPACT:

Funds for the maintenance of Landscape Maintenance Area 1 have been included in the Public Works Department's proposed operations budget for Fiscal Year 2025-26 in Account No. 1104614-4337001, R/M Median Landscaping, and 1104310-4332000, R/M Streets. The table below outlines the maintenance costs for LMA 1 and 2:

<i>Description</i>	<i>Proposed Budget</i>	<i>Contract Amount</i>	<i>Balance</i>
<i>1104614-4337001</i>	\$875,000		
<i>1104310-4332000</i>	\$50,000		
<i>*LMA 1 – contract</i>		\$367,764	
<i>*LMA 1 – extra work</i>		\$95,000	
<i>LMA 2 – contract</i>		\$288,588	
<i>LMA 2 – extra work</i>		\$105,000	
<i>Total</i>	\$925,000	\$856,352	\$68,648

****The current request is for LMA 1.***

Funding for this agreement in future fiscal years is contingent upon City Council approval of the budget requests.

ATTACHMENTS:

1. Maintenance Services Agreement
2. Payment & Performance Bonds
3. Mariposa Landscapes, Inc. Proposal
4. LMA 1 Vicinity Map

**CITY OF PALM DESERT
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **24th** day of **April, 2025**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and **Mariposa Landscapes, Inc., an S Corporation**, with its principal place of business at **6232 Santos Diaz St. Irwindale, CA 91702** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The City is a public agency of the State of California and is in need of services for the following project:

**Landscape Maintenance Area No. 1
Project No. MLS00008**
(hereinafter referred to as "the Project").

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this

Agreement. City retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Brad Chuck, Public Works Superintendent**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Terry Noriega, President**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be

uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Two Hundred Fifty Dollars (\$250.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each

accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and
- (d) Policies shall "follow form" to the underlying primary policies.
- (e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. (Reserved)

(F) Cyber Liability Insurance. (Reserved)

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract.

City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors)

damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total annual compensation shall not exceed **Three Hundred Sixty-Seven Thousand Seven Hundred Sixty Four Dollars (\$367,764.00)** for monthly landscape services without written approval of the City Council or City Manager, as applicable. The City may request additional work at the same rates and manner as set forth in this Agreement on an as needed basis as specified in Section 3.3.5. Contractor shall not perform Extra Work, **presume Extra Work will be guaranteed**, nor be compensated for Extra Work without written authorization from the City. Work performed **as Extra Work shall not exceed** the amount of **Ninety-Five Thousand Dollars (\$95,000.00)**. Contractor shall not be reimbursed for any expenses unless authorized by the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. (Reserved)

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including

Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim

or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Mariposa Landscapes, Inc.
6232 Santos Diaz Street
Irwindale, CA 91702
ATTN: **Terry Noriega, President**

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Brad Chuck, Public Works Superintendent**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or

persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Federal Provisions. (Reserved)

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND MARIPOSA LANDSCAPES, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

MARIPOSA LANDSCAPES, INC., AN S CORPORATION

By: _____

Chris Escobedo
Interim City Manager

By: _____

Terry Noriega
President

Attest:

By: _____

Antonio Valenzuela
Secretary

By: _____

Anthony J. Mejia
City Clerk

592268

Contractor's License Number and
Classification

1000005079

DIR Registration Number (*if applicable*)

Approved as to form:

By: _____

Isra Shah
Best Best & Krieger LLP
City Attorney

City Clerk QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Approval

Bonds

EXHIBIT "A"**SCOPE OF SERVICES****1. SCOPE OF WORK**

The work to be done consists of furnishing all labor, materials, necessary tools and machinery, supervision, and all utility and transportation services required to provide landscape and irrigation maintenance services for City of Palm Desert in accordance with the Contract Documents at the following locations:

1. LOCATIONS**1. HIGHWAY 111 MEDIANS AND PARKWAY:**

- Medians between Hospitality Row and Painters Path Drive
- North frontage road parkways between De Anza and Monterey Avenue
- South Frontage Road parkways from 330 feet east of Shadow Hills Road to Larkspur Lane
- Planter area on South Frontage Road 50 feet east of San Pablo Avenue
- South Frontage Road parkways from Lupine Lane to Ocotillo Drive (Carl's Jr. restaurant)
- City of Palm Desert monument signs at both the East and West entry to the city on Highway 111

2. HIGHWAY 74 MEDIANS AND PARKWAY:

- East frontage road parkways from 400 feet south of El Paseo to Homestead Road
- Median between Highway 111 and El Paseo

3. CHARGER SCULPTURE: Landscape Art planter on Highway 74 between El Paseo and Highway 111**4. MESA VIEW FIRE STATION 67: 73-200 Mesa View Drive, West of Portola Avenue****5. MONTEREY AVENUE MEDIANS AND PLANTERS:**

- All Medians from Highway 111 to Country
- Parkway planter at West end terminus of Guadalupe Ave (South to driveway & North to end of vacant lot)
- "Pork chop" planter on Northeast corner of intersection at Country Club Drive

6. FRED WARING DRIVE MEDIANS AND PARKWAY:

- * Deep Canyon Tennis Club Excluded
- All medians from Washington Street to Highway 111
- North parkway planters between Warner Trail and Tennessee Avenue, including planters and cobble areas West of Tennessee
- South parkway planters between Portola Avenue and Deep Canyon Road
- Monument entry sign planter at the Northwest corner of Washington Street and Fred Waring Drive

7. TOWN CENTER WAY: Medians between Highway 111 and Fred Waring Drive**8. COOK STREET MEDIANS: Medians between Merle Drive to Country Club****9. HOVLEY LANE EAST MEDIANS:**

- Between Portola Avenue and Beacon Hill
- From Water Way to 600' east of Oasis Club Drive
- Kansas Street Retention Basin located at the Southwest corner of Hovley Lane East and Kansas Street

10. PORTOLA AVENUE MEDIANS AND PARKWAY:

- Median between Alessandro and El Cortez

Exhibit "A"

- East side parkway planter between San Marino South and El Cortez
- Median between Chicory and Fairway Drive
- 11. VIA CINTA Median north of Hovley Lane East
- 12. PHYLLIS JACKSON PARKWAY Approximately 320 linear feet South of Fred Smith Way
- 13. CORPORATION YARD 74-705 42nd Avenue (Includes all interior and perimeter planters and perimeter planters at the storage yard East of the Corporation Yard)
- 14. MAGNESIA FALLS MEDIANS AND PARKWAY:
 - All medians between Monterey Avenue and Deep Canyon Road
 - Parkway planters northwest corner at Deep Canyon Road
 - North wall parkway planters from San Pascual Channel Bridge to Portola Avenue
 - South wall parkway planters from Rutledge Way to Deep Canyon Road
 - Bike path between Whitewater Channel and Canyon Crest development perimeter from
 - Deep Canyon Road to Cook Street including adjacent planters from black wall to chain link fence
- 15. TOWN CENTER WAY FIRE STATION 33: 44-400 Town Center Way, located between Hwy 111 and Fred Waring Drive
- 16. PORTOLA AVENUE FIRE STATION 71: 73-995 Country Club Drive, on the Southwest corner of Portola and Country Club Drive

2.2 GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary manpower and equipment to maintain the areas listed in the specified locations, at the level of maintenance and service defined by City of Palm Desert. The work shall include, but is not limited to, proper horticultural practices, as defined in the City of Palm Desert Landscape Maintenance Manual, maintenance of all landscape materials and hardscape structures as designated in the following specifications and per the Frequency Schedule.

2.1 Contractor shall provide appropriate equipment and labor for the execution of all maintenance activities. City of Palm Desert reserves the right to inspect and/or approve any equipment used in this contract. If City of Palm Desert deems the equipment to be in disrepair or inappropriate to the task at hand, City of Palm Desert may require that the equipment be removed from the job site and replaced with a different piece of equipment.

2.2 Contractor shall provide personnel fully trained in all phases of landscape maintenance, tree maintenance, and irrigation maintenance and operation. Contractor shall provide personnel capable of effective verbal communication with City of Palm Desert representatives. If City of Palm Desert deems personnel to be inadequate to accomplish the task at hand, City of Palm Desert may require that the personnel be removed from the job site and replaced with personnel demonstrating the appropriate level of job knowledge, skills, and verbal communication to effectively accomplish the work.

2.3 Prior to commencement of the contract, designated City of Palm Desert representative(s) and the Contractor will perform a mandatory acceptance walk-through inspection of the contract area. It is Contractor's responsibility to identify to City of Palm Desert unacceptable conditions with plant material, trees, and/or irrigation systems at the time of the walk-through. At City of Palm Desert's discretion, unacceptable conditions may be resolved with the current (outgoing) contractor or with the successor Contractor on a "one-time only, extra-work" basis. After such corrections are made, the successor Contractor will be responsible for all contractual services.

Exhibit "A"

2.4 Contractor shall replace, at no additional cost to City of Palm Desert for labor or materials, any plant or tree that dies beginning 30 days from commencement of the contract throughout the term of the contract, if such plant or tree demise is due to neglect, lack of maintenance, or otherwise improper care.

2.5 Contractor shall remove debris caused by all maintenance activities, including pruning and tree maintenance, on the same working day that such debris is accumulated.

2.6 Contractor shall provide the labor and equipment for the application of fertilizers and fertilizers with pre-emergent and post-emergent. Fertilizers with pre-emergent and post-emergent will be supplied by Contractor and reimbursed by the City of Palm Desert at actual cost plus 15% mark-up. City of Palm Desert reserves the right to purchase Standard fertilizer. The application of fungicides will be performed outside the scope of this contract.

2.7 Monthly reports for irrigation, green waste and pesticide application shall be submitted no later than the first Monday of each month, for the preceding month. Monthly payments will not be processed until all required reports are received.

2.7.1 The Irrigation Monthly Report shall include, but not necessarily be limited to, the following: date, irrigation technician identification, site identification, controller and valve identification, description of service and/or repair, statement of plant material condition as relates to water needs, and a section for general notes or comments.

2.7.2 The Green Waste Monthly Report submittal shall include the green waste facility tipping ticket. The tipping ticket shall be clearly legible and shall contain the name and address of the waste facility, the weight, and the City of Palm Desert's name.

2.7.3 The Pesticide Application Monthly Report shall consist of a copy of the monthly report submitted to the Riverside County Agricultural Commissioner or, in the case of no pesticide applications made, a statement to that effect in the form of a letter or memorandum to City of Palm Desert.

3. SPECIFIC SERVICES TO BE PERFORMED

3.1 Plant Litter and Trash Control

3.1.1 Contractor shall remove and appropriately dispose of all plant litter (broken branches, broken limbs, excessive leaf-drop); trash and/or paper, cans, bottles, broken glass; dog droppings and any other out-of-place or discarded items. Plant litter includes plant debris caused by extreme temperatures or high winds.

3.1.2 Where trash cans and/or doggy stations are present, Contractor shall remove and dispose of their contents and replace the liners (City of Palm Desert may provide trash bags). Contractor shall wipe surfaces clean with a non-toxic cleaning solution.

3.2 Pest Control

Exhibit "A"

3.2.1 Gophers will be controlled on an as-needed basis using City of Palm Desert-approved traps, within the scope of this contract. Ground squirrel control will be performed on an as-needed basis and is outside the scope of this contract.

3.2.2 Ants will be controlled on an as-needed basis, and is included in the scope of the contract. Red Imported Fire ant control is outside the scope of this contract. If Red Imported Fire ants are encountered the Contractor shall report the discovery to the City of Palm Desert prior to the end of the workday.

3.2.3 Contractor shall immediately report any bee activity (swarms or hives) detected to the City of Palm Desert. Bee removal is the responsibility of City of Palm Desert.

3.2.4 Aphids will be chemically controlled on oak trees in parking lots and along parkways. Fruit set will be chemically controlled on olive trees. These trees are located adjacent to parking lots, sidewalks, and hardscape areas designated for pedestrian traffic and use. Any recommended chemical treatment and the schedule for its application must be reviewed and approved in advance by City of Palm Desert. City of Palm Desert, at its discretion, may require from Contractor all Material Safety Data Sheets, pesticide labels, and Pesticide Control Advisor recommendations for any and all pesticide applications performed. Contractor will be responsible for the material and labor and perform this work as well for all posting as required by label and law.

3.2.5 Contractor shall provide control and/or eradication of all weeds, as needed. Areas to be weeded include: planters, gravel and decomposed granite areas, sidewalks, curbs, expansion joints, fence lines, drainage areas, cobble areas, bare areas, and the area around trees.

3.2.6 Mechanical and/or chemical methods of weed control are acceptable for annual and perennial weeds with the exception of Bermuda grass, nutsedge, and bindweed, which shall be controlled by chemical means only.

3.2.7 Contractor shall remove any debris generated by the weed control process after weeds have been sprayed and plant death has occurred.

3.2.8 Weeds in turf areas will be managed on an as-needed basis and shall be considered extra work.

3.3 Plant Maintenance

3.3.1 All plant material in the public right-of-way shall be maintained behind the curb line and/or sidewalk to allow for the safe passage of vehicles, pedestrians and/or the general public.

3.3.2 Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as agaves) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation and backfill the hole. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one month, unless otherwise directed by City of Palm Desert and/or the contract documents. If offshoots are present, they will be left in place and irrigation will be adjusted to assure adequate water supply to the offshoots.

3.3.3 Dead or weather-damaged plant material shall be pruned or removed under direction from City of Palm Desert within one week of notification.

3.3.4 The City of Palm Desert encourages contractors to familiarize themselves with the City of Palm Desert's "Landscape Maintenance Guidelines" book. The book, intended to serve as a visual guide to contractors, also provides pruning techniques and a calendar for ideal maintenance timing. The City of Palm Desert may at its own discretion, alter time-lines or techniques and supply additional reference materials as the City of Palm Desert deems necessary.

3.3.5 The plant material will be pruned as needed, to keep plant material to scale based on the planter size, plant species, plant location and for safety purposes. The City of Palm Desert will work with the Contractor to determine appropriate size for each plant species. In addition, the Contractor shall perform a yearly pruning to reduce the size and density of all shrubs and groundcovers, as directed by the City of Palm Desert.

3.3.6 On occasion, high-profile areas will be seeded with wildflowers. City of Palm Desert staff will identify these areas to Contractor. It shall be Contractor's responsibility to maintain and preserve these wildflower population areas. Contractor shall be responsible to replace any wildflowers disturbed or destroyed by any of Contractor's maintenance activities.

3.3.7 Plant material installed by the Contractor shall be warrantied for a period of ninety days from the date of acceptance by the City's Representative.

3.4 Tree Maintenance

3.4.1 All tree pruning shall be consistent with the current and applicable International Society of Arboriculture (ISA) guidelines, the American National Standards Institute (ANSI) standards, the City of Palm Desert's Landscape Maintenance Guidelines book and the Tree Pruning Ordinance.

3.4.2 Contractor shall perform safety and sucker pruning on all trees (including palms) eight feet (8) in height and under. All broadleaf and palm tree pruning will be performed outside this contract. Contractor shall prune fronds, flowers, and seed pods on all palms that have six (6) feet of brown trunk or less. City of Palm Desert may request that a Certified Arborist be on site when Contractor's staff safety prunes trees.

3.4.3 Tree branches shall be pruned as needed for traffic and pedestrian safety. Sidewalk clearance will be eight (8) feet and vehicular clearance fourteen (14) feet from grade. Trees must be maintained at seven (7) feet from playground equipment. Any broken, dead or detached limb is considered a hazard and upon notice from City of Palm Desert, Contractor must remove such limbs by close of business the same day.

3.4.4 Trees broken or damaged as a direct result of storm, wind, accident, vandalism or structural failure shall be pruned and/or removed, upon City of Palm Desert's request to Contractor, within 24 hours of notification and shall be an extra to this contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an extra cost.

3.4.5 Trees planted by the Contractor shall be warrantied for a period of one-year from the date of the acceptance by the City's Representative.

3.5 Hardscape, and Decomposed Granite (DG) Planter Areas

3.5.1 Contractor shall remove any sand, gravel, grass, and plant clippings or debris from all sidewalk and hardscape areas after all maintenance activities or as indicated in the Frequency Schedule.

3.5.2 Daily sidewalk cleaning shall consist of removing debris from sidewalks by blowing or sweeping. Blower throttle to be maintained at the lowest practical setting possible.

3.5.3 Contractor shall rake planter areas. Contractor shall also rake underneath living plant material, unless directed not to do so by City of Palm Desert. Slope areas are to be raked horizontally and not from top to bottom. If existing grade is adversely affected by raking activities, Contractor shall re-establish an appropriate grade to the satisfaction of City of Palm Desert.

3.5.4 Using pressure-wash equipment at a minimum pressure rating of 3000 PSI, Contractor shall pressure-wash playground equipment, monuments and signs, sidewalks, curbs, gutters, drains, benches, dog park fixtures, drinking fountains, picnic tables and miscellaneous hardscape fixtures as outlined in the Frequency Schedule. The Contractor shall use, as directed by the City of Palm Desert, a scrub brush and a City of Palm Desert-approved non-toxic biodegradable cleaning agent to adequately clean the aforementioned items, as deemed acceptable by City of Palm Desert. Contractor will also remove any tape, banners, and party supplies from playground shelters and pavilions in conjunction with the pressure washing duties. This process shall be considered as included in the contract lump sum bid price, and no additional compensation shall be allowed therefor.

3.5.5 Pressure washing, at a minimum pressure rating of 3000 PSI, at dog parks must include the use of a City of Palm Desert-approved non-toxic biodegradable cleaning agent.

3.5.6 Contractor shall remove litter and debris obstructing spillways and their associated drain grates. This activity shall take place according to the Frequency Schedule, and after a rain event as determined by City of Palm Desert staff. Contractor may be required to use a bow rake.

3.6 Irrigation System Maintenance

3.6.1 The operation, maintenance, and scheduling of all irrigation controllers and attached sensors shall be the responsibility of Contractor. Contractor will make adjustments, per City's recommendations at a minimum of once every 30 days, to the controllers, sensor equipment, and schedules based on property microclimates, ET, rain events, and overseeding schedules. Contractor will schedule irrigation to provide adequate irrigation to plant material while conserving water as much as possible. NOTE: Irrigation systems are not Smart Controllers and will require manual adjusting.

3.6.2 All irrigation systems and their individual components shall be kept in adjustment to ensure proper water coverage and prevent unacceptable conditions such as insufficient water distribution (plant death), overspray, excessive runoff, and erosion. Contractor to check coverage weekly. Contractor to provide monthly irrigation report.

3.6.3 Repairs or replacements to the irrigation system shall be made with like parts.

3.6.4 Contractual irrigation system maintenance includes all labor for system inspections, adjustments, repairs and installations for all system components, in-line irrigation valves, including

Exhibit "A"

internal and electrical components, irrigation wires from the timer to the valve, and all mainline and lateral line repairs two inches (2") and smaller in diameter, unless damage is caused by vandalism. Should vandalism occur, the Contractor is to notify City of Palm Desert staff immediately and prior to the repair work. All irrigation rotors, bubblers, emitters, associated fittings, and valve boxes shall also be included under contractual system maintenance. Any repair work outside of this scope will be considered extra work and paid accordingly. All parts shall be provided by the Contractor and will be reimbursed by the City of Palm Desert at actual cost plus a fifteen percent (15%) mark-up, unless the replacement is due to damage caused by the Contractor's operation, in such case the Contractor shall bear the entire cost. Adjustments, repairs and installations shall include:

- Valves: electrically actuated irrigation control valves, quick coupler valves, end line flush valves, lateral line flush valves, and master valves. All valves will be checked for proper operation, leaks, and solenoid function and connections (where applicable). Automatic valves will be activated from the irrigation controller, not from the bleeder valve.
- The electrical circuit from the irrigation controller to the valve will be checked for proper operation. Labor cost for the actuators replacement shall be included in the contract lump sum bid price, and no additional compensation shall be allowed therefor.
- Filter, filter screen, and filter valve box cleaning.
- Lateral lines will be checked for breaks and leaks and will be flushed at least yearly and additionally when necessary to ensure proper system performance.

3.6.5 Non-contractual irrigation system repairs:

- No non-contractual work will be initiated without an approved City of Palm Desert Work Order.
- When irrigation system malfunction or damage is detected, the repair of which is non-contractual in nature, Contractor will flag the location and notify City of Palm Desert before the close of business the same workday.
- Upon receipt of an approved Work Order, repairs to a non-operational and/or damaged irrigation system shall be completed within 24 hours, or as otherwise indicated on the Work Order.
- All repairs deemed non-contractual will be paid on a time-and-materials basis.
- Labor will be billed per the rates under the Performance of Extra Work heading.
- Materials will be billed at "cost plus 15%" or, at City of Palm Desert's discretion; materials may be supplied to Contractor by City of Palm Desert.
- Contractor shall return to City of Palm Desert all irrigation parts that have been replaced.
- City of Palm Desert will perform regular inspections of irrigation systems to ensure accuracy of Contractor's irrigation reports. If discrepancies are found, City of Palm Desert shall consider this a performance deficiency.

EXHIBIT “B”

SCHEDULE OF SERVICES

The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

Exhibit “A”

EXHIBIT “C”

COMPENSATION

The total annual compensation shall not exceed **Three Hundred Sixty-Seven Thousand Seven Hundred Sixty Four Dollars (\$367,764.00)** per fiscal year and may only be adjusted for Consumer Price Index for all Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario, CA Region rate for the 12-month period ending May, with written approval from the City Council or City Manager following FY 2025-26, as applicable.

Payment and Performance Bonds apply and will follow after the compensation.

COMPENSATION

Line Item	Site Description	Quantity	Unit of Measure	Monthly Unit Price	Annual Total
1	Highway 111 Medians and Parkways	12	Months	\$5,210.00	\$62,520.00
2	Highway 74 Medians and Parkway	12	Months	\$2,145.00	\$25,740.00
3	Charger Sculpture	12	Months	\$123.00	\$1,476.00
4	Mesa View Fire Station 67: 73-200 Mesa View Drive	12	Months	\$582.00	\$6,984.00
5	Monterey Avenue Medians and Planters	12	Months	\$6,129.00	\$73,548.00
6	Fred Waring Drive Medians and Parkway	12	Months	\$5,210.00	\$62,520.00
7	Town Center Way Medians	12	Months	\$123.00	\$1,476.00
8	Cook Street Medians	12	Months	\$3,249.00	\$38,988.00
9	Hovley Lane East Medians	12	Months	\$2,728.00	\$32,736.00
10	Portola Avenue Medians and Parkway	12	Months	\$1,992.00	\$23,904.00
11	Via Cinta Median	12	Months	\$123.00	\$1,476.00
12	Phyllis Jackson Parkway	12	Months	\$123.00	\$1,476.00
13	Corporation Yard 74-705 42nd Avenue	12	Months	\$306.00	\$3,672.00
14	Magnesia Falls Medians and Parkway	12	Months	\$2,145.00	\$25,740.00
15	Town Center Way Fire Station 33: 44-400 Town Center Way	12	Months	\$306.00	\$3,672.00
16	Portola Avenue Fire Station 71: 73-995 Country Club Drive	12	Months	\$153.00	\$1,836.00
TOTAL					\$367,764.00

RIGHTS OF WAY MAINTENANCE RATES

From time to time, the Contractor may be called upon to assist with the maintenance of Rights of Way (ROW) in order to ensure public safety and maintain clear visibility. These requests will be made on an as-needed basis, with the scope of work determined by the specific requirements of each situation. Typical duties may include, but are not limited to, the removal of excessive blow sand, controlling the growth of weeds, trimming overgrown vegetation, clearing debris, and performing general maintenance to preserve the integrity and accessibility of the ROW. The Contractor will be expected to act promptly to address these concerns to ensure the area remains safe and navigable for the public.

Line Item	Description	Unit Cost	Unit Cost
1	Supervisor	Hourly Rate	\$80.00
2	Spray Tech	Hourly Rate	\$68.00
3	Foreman	Hourly Rate	\$65.00
4	Laborer	Hourly Rate	\$48.00
5	Traffic Control	Cost	\$1,320.00
6	Materials	Cost	\$500.00
7	Equipment Rentals	Cost	\$1,000.00
8	Dump Fees	Cost	\$1,000.00

EXHIBIT "C"

M A R I P O S A

L A N D S C A P E S I N C

February 21, 2025

Mariposa Landscapes, Inc. Extra Work Pricing Breakdown

Please see below for the Additional Pricing Schedule with notes in red:

ADDITIONAL WORK PRICING SCHEDULE

AMOUNTS **NOT** TO BE INCLUDED IN BASE BID

LABOR

Additional Laborer	<u>\$48</u> per hour
Additional Irrigator	<u>\$70</u> per hour
Additional Foreman	<u>\$65</u> per hour

At City's discretion, additional work may be paid for using the contractual hourly rate for labor listed above with a 15% mark up on materials or by using the unit pricing listed below.

PLANT MATERIAL REPLACEMENT

Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Palm Desert.

1-Gallon Shrub Installed	<u>\$ 17.5</u>
5-Gallon Shrub Installed	<u>\$ 45</u>
15-Gallon Tree Installed*	<u>\$ 150</u>
24"-Box Tree Installed*	<u>\$ 550</u>

Note: Anything over 24" box size will be paid at the contractual hourly rate for labor, and materials at cost plus a 15% mark-up.

*These prices are based on the maintenance wages as determined by the DIR.

*These prices are for standard plant materials excluding premium plant material.



Our Core Values – Safety • Teamwork • Quality • Integrity

Page 1

Exhibit "C"

EXHIBIT "C"

M A R I P O S A

L A N D S C A P E S I N C

February 21, 2025

Mariposa Landscapes, Inc. Rights of Way Maintenance Rates

Please see below for Rights of Way Maintenance Rates with notes in red:

Rights of Way Maintenance Rates

From time to time, the Contractor may be called upon to assist with the maintenance of Rights of Way (ROW) in order to ensure public safety and maintain clear visibility. These requests will be made on an as-needed basis, with the scope of work determined by the specific requirements of each situation. Typical duties may include, but are not limited to, the removal of excessive blow sand, controlling the growth of weeds, trimming overgrown vegetation, clearing debris, and performing general maintenance to preserve the integrity and accessibility of the ROW. The Contractor will be expected to act promptly to address these concerns to ensure the area remains safe and navigable for the public.

Line Item	Description	Unit Cost	Unit Cost
1	Supervisor	Hourly Rate	\$80.00
2	Spray Tech	Hourly Rate	\$68.00
3	Foreman	Hourly Rate	\$65.00
4	Laborer	Hourly Rate	\$48.00
5	Traffic Control	Cost	\$1,320.00 *Contingent upon job , please see below
6	Materials	Cost	\$500.00 *Contingent upon job , please see below
7	Equipment Rentals	Cost	\$1,000.00 *Contingent upon job , please see below
8	Dump Fees	Cost	\$1,000.00 *Contingent upon job , please see below

Regarding 5 - 8 above for the Rights of Way Maintenance:

The rates for Traffic Control, Materials, Equipment Rentals, and Dump Fees were submitted as placeholders due to the OpenGov submittal portal's requirement for numerical entries only. We remain committed to providing more accurate pricing for each additional work project assigned to us. For these projects, our pricing model will be based on actual costs plus a 15% markup.



Our Core Values – Safety • Teamwork • Quality • Integrity

Page 2

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert (hereinafter referred to as "City") has awarded to Mariposa Landscaping, Inc., (hereinafter referred to as the "Contractor") an agreement for Landscaping Maintenance Area No. 1 Project, Project No. MLS00008 Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated April 24, 2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Mariposa Landscaping, Inc., the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the annual sum of **Four Hundred Sixty-Two Thousand Seven Hundred Sixty-Four Dollars, (\$462,764.00)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, 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 the Contractor, 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 and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, 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 shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law, or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

Exhibit "C"

Contract No. _____

- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed 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 to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: _____

Title: _____

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(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)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment**Contract No.** _____

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

- | | |
|-----------------------------------------------|----------------------------------|
| _____
Title(s) | |
| <input type="checkbox"/> Partner(s) | <input type="checkbox"/> Limited |
| | <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney-In-Fact | |
| <input type="checkbox"/> Trustee(s) | |
| <input type="checkbox"/> Guardian/Conservator | |
| <input type="checkbox"/> Other: | |

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment**Contract No.** _____

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS That

WHEREAS, the City of Palm Desert (hereinafter designated as the "City"), by action taken or a resolution passed April 24, 2025, has awarded to Mariposa Landscapes, Inc., hereinafter designated as the "Principal," a contract for the work described as follows:

Landscape Maintenance Area No. 1 Project, Project No. MLS00008 (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated April 24, 2025, ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal annual sum of **Four Hundred Sixty-Two Thousand Seven Hundred Sixty-Four Dollars, (\$462,764.00)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall insure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

Contract No. _____

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: _____

Title: _____

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment**Contract No.** _____

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment**Contract No.** _____

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Number of Pages

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Deputy Director
73-510 Fred Waring Drive, Palm Desert, CA 92260

[MARIPOSA LANDSCAPES, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-143

[Landscape Maintenance Area \(LMA\) No. 1](#)

RESPONSE DEADLINE: January 6, 2025 at 5:00 pm

Report Generated: Monday, January 13, 2025

Mariposa Landscapes, Inc. Response

CONTACT INFORMATION

Company:

Mariposa Landscapes, Inc.

Email:

estimating@mariposa-ca.com

Contact:

Larry Rudd

Address:

6232 Santos Diaz St.
Irwindale, CA 91702

Phone:

(626) 960-0196 Ext: 2730

Website:

www.mariposa-ca.com

Submission Date:

Jan 6, 2025 9:44 AM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Dec 16, 2024 1:22 PM by Larry Rudd

Addendum #2

Confirmed Dec 16, 2024 1:22 PM by Larry Rudd

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized, and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

A. Cover Letter

1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

B. Experience and Technical Competence

1. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

C. Firm Staffing and Key Personnel

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

D. Proposed Method to Accomplish the Work

1. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Palm_Desert_RFP_LMA_1_-_MLI.pdf

2. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or

data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database

592268

[Click to Verify](#) *Value will be copied to clipboard*

4. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000005079

[Click to Verify](#) *Value will be copied to clipboard*

5. Type of Business*

S Corporation (if corporation, two signatures are required)

6. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

**Mariposa Landscapes Inc.
Pending and Settled Litigation**

Name	Claim/Case No.	Date	Court	Status	Type
Flores v. City of Burbank	19STCV02043	January 22, 2019	Superior, Los Angeles	Dismissed	GL
Hansell V City of Rancho Cucamonga	CIVDS1725721	February 21, 2019	Superior, San Bernardino	Dismissed 05-21-20	GL
Aronson v. City of Palm Springs	PSC1902825	April 24, 2019	Superior, Riverside	Dismissed	GL
Garcia v. Hai	20STCV33096	August 28, 2020	Superior, Los Angeles	Dismissed	GL
M. Acosta v Mariposa Landscapes Inc.	56-2021-00549651	January 20, 2021	Superior, Ventura	Pending	Emp
J. Rivera v. Mariposa Landscapes Inc.	56-2021-00549647	January 20, 2021	Superior, Ventura	Pending	Emp
A. Moctezuma v. Mariposa Landscapes Inc.	56-2021-00549650	January 20, 2021	Superior, Ventura	Pending	Emp
J. Farias v. Mariposa Landscapes Inc.	21PSCV00402	May 17, 2021	Superior, Los Angeles	Pending	Emp
Mabus v. City of Newport Beach	30-2021-01221557	September 16, 2021	Superior, Orange	Dismissed	GL
Allen v. Mariposa Landscape	21STCV37080	October 7, 2021	Superior, Los Angeles	Pending	GL
Milliken v. City of Corona	CVR1220046	January 6, 2022	Superior, Riverside	Pending	GL
Okeke v. County of Los Angeles	22STCV10713	May 5, 2022	Superior, Los Angeles	Dismissed	GL
Farmers Ins v Mariposa Landscapes	CIVSB2212231	June 13, 2022	Superior, San Bernardino	Dismissed	GL
Calderon v. Mariposa Landscapes	22STCV19397	June 14, 2022	Superior, Los Angeles	Pending	Emp
Salmeron v. City of Corona	CVR12204878	November 04, 2022	Superior, Riverside	Pending	GL

7. Changes to Agreement*

The City standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "**N/A**"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect theCity's decision to enter into an Agreement.

N/A

8. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "**N/A**").

N/A

9. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Project_Team_Resumes_-_MLI.pdf

10. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address
- D. Email Address
- E. Phone Number

- A. Terry Noriega
- B. President
- C. 6232 Santos Diaz St., Irwindale, CA 91702
- D. estimating@mariposa-ca.com
- E. (626) 960-0196

- A. Antonio Valenzuela
- B. Secretary
- C. 6232 Santos Diaz St., Irwindale, CA 91702
- D. estimating@mariposa-ca.com
- E. (626) 960-0196

11. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*
Confirmed

PRICE TABLES

CONTRACTORS PROPOSAL PRICE BY LOCATION

Line Item	Site Description	Quantity	Unit of Measure	Monthly Unit Price	Annual Total
1	Highway 111 Medians and Parkways	12	Months	\$5,210.00	\$62,520.00

[MARIPOSA LANDSCAPES, INC.] RESPONSE DOCUMENT REPORT
RFP No. 2024-RFP-143
Landscape Maintenance Area (LMA) No. 1

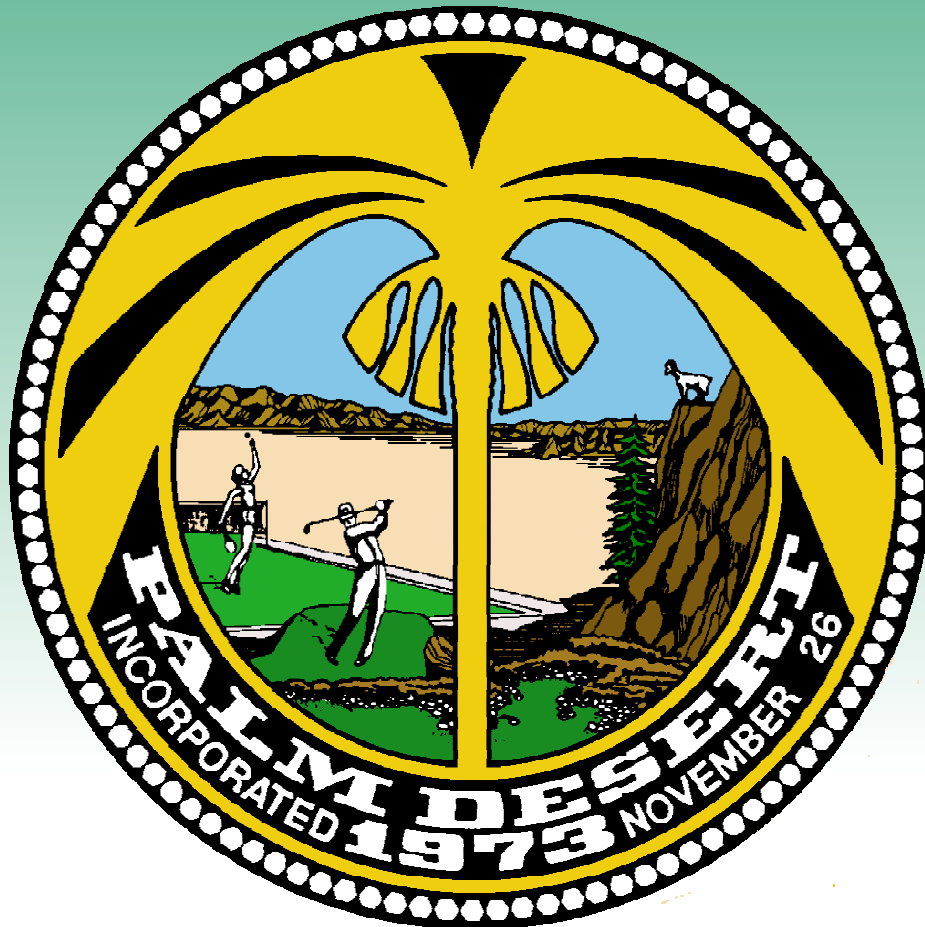
Line Item	Site Description	Quantity	Unit of Measure	Monthly Unit Price	Annual Total
2	Highway 74 Medians and Parkway	12	Months	\$2,145.00	\$25,740.00
3	Charger Sculpture	12	Months	\$123.00	\$1,476.00
4	Mesa View Fire Station 67: 73-200 Mesa View Drive	12	Months	\$582.00	\$6,984.00
5	Monterey Avenue Medians and Planters	12	Months	\$6,129.00	\$73,548.00
6	Fred Waring Drive Medians and Parkway	12	Months	\$5,210.00	\$62,520.00
7	Town Center Way Medians	12	Months	\$123.00	\$1,476.00
8	Cook Street Medians	12	Months	\$3,249.00	\$38,988.00
9	Hovley Lane East Medians	12	Months	\$2,728.00	\$32,736.00
10	Portola Avenue Medians and Parkway	12	Months	\$1,992.00	\$23,904.00
11	Via Cinta Median	12	Months	\$123.00	\$1,476.00
12	Phyllis Jackson Parkway	12	Months	\$123.00	\$1,476.00
13	Corporation Yard 74-705 42nd Avenue	12	Months	\$306.00	\$3,672.00
14	Magnesia Falls Medians and Parkway	12	Months	\$2,145.00	\$25,740.00
15	Town Center Way Fire Station 33: 44-400 Town Center Way	12	Months	\$306.00	\$3,672.00
16	Portola Avenue Fire Station 71: 73-995 Country Club Drive	12	Months	\$153.00	\$1,836.00
TOTAL					\$367,764.00

RIGHTS OF WAY MAINTENANCE RATES

From time to time, the Contractor may be called upon to assist with the maintenance of Rights of Way (ROW) in order to ensure public safety and maintain clear visibility. These requests will be made on an as-needed basis, with the scope of work determined by the specific requirements of each situation. Typical duties may include, but are not limited to, the removal of excessive blow sand, controlling the growth of weeds, trimming overgrown vegetation, clearing debris, and performing general maintenance to preserve the integrity and accessibility of the ROW. The Contractor will be expected to act promptly to address these concerns to ensure the area remains safe and navigable for the public.

Line Item	Description	Unit Cost	Unit Cost
1	Supervisor	Hourly Rate	\$80.00
2	Spray Tech	Hourly Rate	\$68.00
3	Foreman	Hourly Rate	\$65.00
4	Laborer	Hourly Rate	\$48.00
5	Traffic Control	Cost	\$1,320.00
6	Materials	Cost	\$500.00
7	Equipment Rentals	Cost	\$1,000.00
8	Dump Fees	Cost	\$1,000.00

Landscape Maintenance Proposal



Landscape Maintenance Area (LMA) No. 1

Due Date: January 6, 2024 at 5:00pm



M A R I P O S A

L A N D S C A P E S I N C 612

M A R I P O S A L A N D S C A P E S I N C

December 30, 2024

A. Cover Letter

City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
Attn: Melanie Slater
(760) 776-6447

RE: Request for Proposal, Landscape Maintenance Area (LMA) No. 1

Mariposa Landscapes, Inc. has continuously been in business since 1977. Growing from a single truck in Rosemead, California to a fleet of trucks and equipment with over 800 employees covering all Southern California and Arizona. With over 95 awards for project excellence, we take pride in the quality of our work and thrive on keeping our company as one of the most recommended in the industry. Our steady record of customer satisfaction has allowed us to maintain positive relationships with our clients.

We bring decades of knowledge and in-depth experience to every landscape entrusted to our care. Building long-lasting relationships with our clients is important to us. We understand and respect your goals and do everything in our power to assure the well-being of your properties.

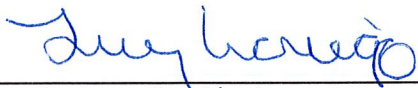
We value open, honest communication, ongoing staff training, and new methods and technologies that will help us do the best job possible. While we always appreciate the accolades we receive, seeing our customers enjoy a well-executed and thriving landscape is still the most rewarding part of our work.

Our motto is engrained in the culture of our company...

*We blend Nature and Craftsmanship to Create Ultimate Outdoor Settings
and Extremely Satisfied Customers.*

We would be honored to work for you and beautify your properties to their ultimate potential.

Sincerely,



Terry Noriega - President

Executive Summary

Mariposa Landscapes, Inc. offers the City of Palm Desert unique qualifications with a high level of experience to fulfill all requirements of this RFP. Our goal is to provide professional maintenance services with an emphasis on excellent results. Results are what we, as a contractor and the City of Palm Desert, will ultimately be judged by. We intend to provide clean, safe, and well-maintained areas that the City of Palm Desert and its residents can be proud of.

Approach

All required services for the City of Palm Desert will be provided from our Bermuda yard, located approximately 6 miles from the City of Palm Desert's City Hall. Prior to the commencement of contract work, we will thoroughly inspect and document deficiencies. After this is completed for each location, we will provide a detailed list and include a proposal for restoring the area to its original condition if applicable.

During the meeting, the Account Manager communicates the work task quality requirements and reinforces heightened awareness for critical requirements. Topics for the meeting include:

- Project requirements per specifications.
- Record keeping documents and availability of necessary forms.
- Review methods, sequence of work tasks, and timeline.

Preparatory Site Inspection

The Account Manager will perform a quality inspection of the work area and:

- Assess the required work to be done per specifications.
- Verify field measurements.
- Assure availability of required equipment and materials to complete the project.
- Identify potential problems and develop an action plan to resolve them.

Scheduling

Mariposa Landscapes, Inc. will submit a detailed schedule that includes all routine activities. After submission and approval of this schedule, we will be ready to start work.

Commitment to Excellence

Our commitment to excellence is reflected in our proactive approach to maintenance and our dedication to continuous improvement. We will regularly review our processes and outcomes to ensure we are meeting the highest standards of quality and efficiency. By maintaining open communication with the City of Palm Desert, we aim to build a strong partnership based on trust and mutual respect.

Authorized individual to negotiate agreement terms and compensation:

Terry Noriega, President | 6232 Santos Diaz St. Irwindale, CA 91744 | (626) 960-0196



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C. Firm Staffing and Key Personnel.....	12
D. Proposed Method to Accomplish the Work.....	15

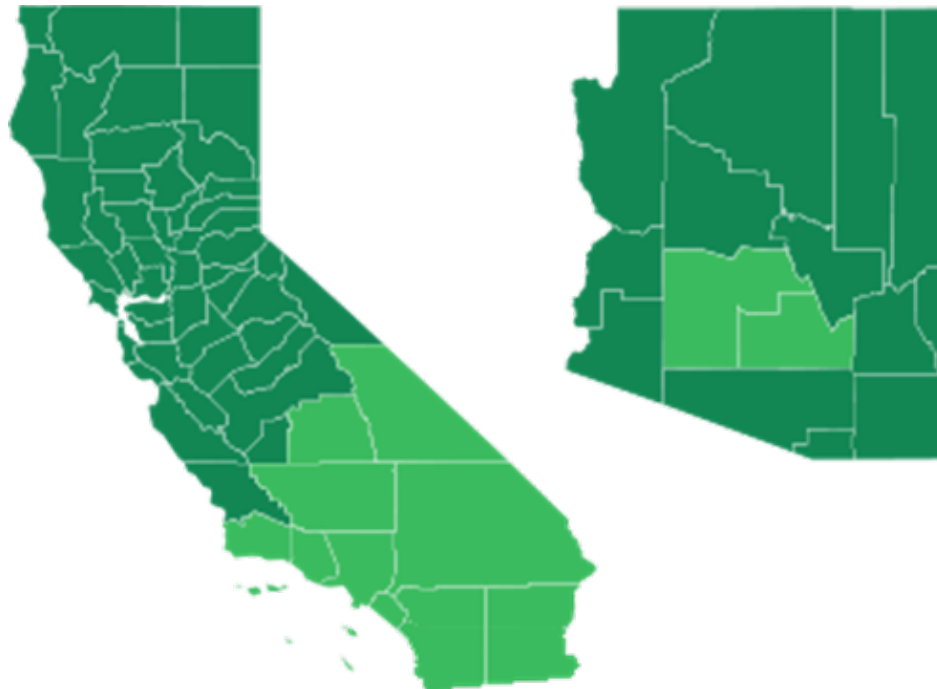


B. Experience and Technical Competence

1. Background

Mariposa is a landscape contractor working in both Southern California and Arizona.

With our experienced and dedicated staff professionals, we have developed a long history of excellence performing work on hundreds of landscape construction, maintenance and tree care projects.



Current areas of operation highlighted in light green.

Highlights

- Over 45 years in business
- Contractor's license in two states
- Over 800 employees
- Insured – \$1 million workers comp, \$10 million in aggregate general liability limit
- \$100 million in bonding capacity
- Over 95 awards for project excellence



Company Values



Safety This is the primary foundation of our company. We emphasize “safety first” on every worksite and in all our training programs. Our employees are taught to be aware of, and responsible for, safety at all times. We strive to prevent injuries and accidents, as well as provide a safe environment for staff and customers alike.

Teamwork We work together, seeking input from all team members to organize our efforts for the greater good. We always remain open to change, embracing new methods and techniques to achieve the highest levels of quality and efficiency. We are considerate of team members, provide support, and encourage their growth, resulting in the ultimate outcome for the team.

Quality We are committed to bringing the best possible quality for our customers and their properties and projects. We provide prompt service, expert workmanship, and superior products. We take pride in meeting or exceeding expectations. Our ultimate goal is to deliver excellent value for our clients’ investment.

Integrity We are honest and open in our communications, building deep trust and confidence in all of our relationships. We value the dedication and contribution of each person. The overall well-being of our employees, customers and vendors is important to us.



Proposer Identification

Legal Name: Mariposa Landscapes, Inc.

Street/Mailing Address: 6232 Santos Diaz St., Irwindale, CA 91702

Telephone Number: (626) 960-0196

Fax Number: (626) 960-8477

Proposal Contact Email Address: estimating@maiposa-ca.com

Proposal contact: Eduardo Salmeron

President: Terry Noriega

California Corporation: C1469653

California Employer ID: 368-4753-1

Date Incorporated: January 26th, 1981

Licenses & Certificates

<i>Contractors State License:</i>	592268	C27, A, C61/D49, C31
<i>Qualified Applicators License:</i>	103864	ABCDEFH
<i>Pest Control Adviser License:</i>	74416	ABCDEG
<i>Pest Control Business License:</i>	30977	
<i>Irwindale Business License:</i>	000538	
<i>Supplier Clearinghouse MBE:</i>	94HS0050	
<i>City of Los Angeles MBE:</i>	561730	
<i>City of Los Angeles LBE:</i>	37858	
<i>LA County MBE:</i>	89126	
<i>LA Co. Agricultural Pest Control</i>	1000279	
<i>Certified Arborist:</i>	WE-1182A	

Minority Business Enterprise

MBE Certification, File No. CCA-7150 for the City of Los Angeles, The Women and Minority Business Enterprise Clearing house has audited and verified our eligibility as a MBE pursuant to the California Public Utilities Commission General Order 156.

Financial Resources

Mariposa has been capable of meeting all financial obligations for over 45 years. A strong balance sheet supports \$100 Million bonding capacity.

Green Waste Processing Capability

Mariposa Landscapes, Inc. has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites. Mariposa currently uses hybrid vehicles and electric equipment where required. Mariposa notifies all project managers of the green initiatives prior to the award of contract.



Our Services

Landscape Maintenance

- Private, Commercial, Public Works and Homeowner Associations
- Large Scale Mowing Operations
- Comprehensive Irrigation Planning & Management.
- Environmentally Friendly Integrated Pest Management.
- Year-round Fertilization Application.
- Baseball Field Prep and Athletic Turf Maintenance.
- Porter Services and Color Design.
- Parking Lot Sweeping



Tree Care

- On-site Diagnosis and Tree Work Recommendations
- Consultative Services with Certified Arborists.
- Development of Long-term Tree Care Programs.
- Large-scale Tree Trimming Removal.
- Diagnosis/Treatment of Tree Diseases and Pest Problems.
- Stump Grinding and Disposal of Trimmings.
- GIS Tree mapping and asset management
- Certified Workers & Comprehensive Insurance Coverage.



Landscape Construction

- Site Preparation, Demolition, Grading and Drainage.
- Irrigation Systems Installation, Repairs & Upgrades.
- Computerized Irrigation Central Control Systems.
- Irrigation Pump Installation.
- Native Plant Restoration and Habitat Rehabilitation.
- Park construction and Athletic Field installations.
- Tree, Shrub, & Ground-cover planting.



Hardscape Construction

- Concrete Poured-in-Place, Stamped and Seat Walls.
- Flagstone, Tile, Masonry and Block Walls.
- Drainage and Overhead Construction.
- Water Feature Pond Installation & Repair.
- Monuments and Signage.
- Low Voltage Lighting Design and Installation.



WATER CONSERVATION

Our performance backs our promises



“ Thank you for helping us **get through the drought**. Your staff worked hard to meet our **water reduction goals** while keeping our sites **aesthetically pleasing**.”

-CITY OF GLENDALE

Maintain an attractive landscape with less water. Our Certified technicians can evaluate your irrigation and provide practical recommendations.

We offer weather-driven irrigation controllers and drought-tolerant landscape conversions. Our computerized tracking system allow us to quickly diagnose and fix problems, saving you water and money.

DESIGN IMPLEMENTATION

Bringing your vision to life

We partner with you to achieve a common goal success.

From simple to complex projects, we coordinate our vast array of services to create the project you envision.

Award-winning craftsmanship, in depth knowledge and high standards of professionalism are applied to every level of work.

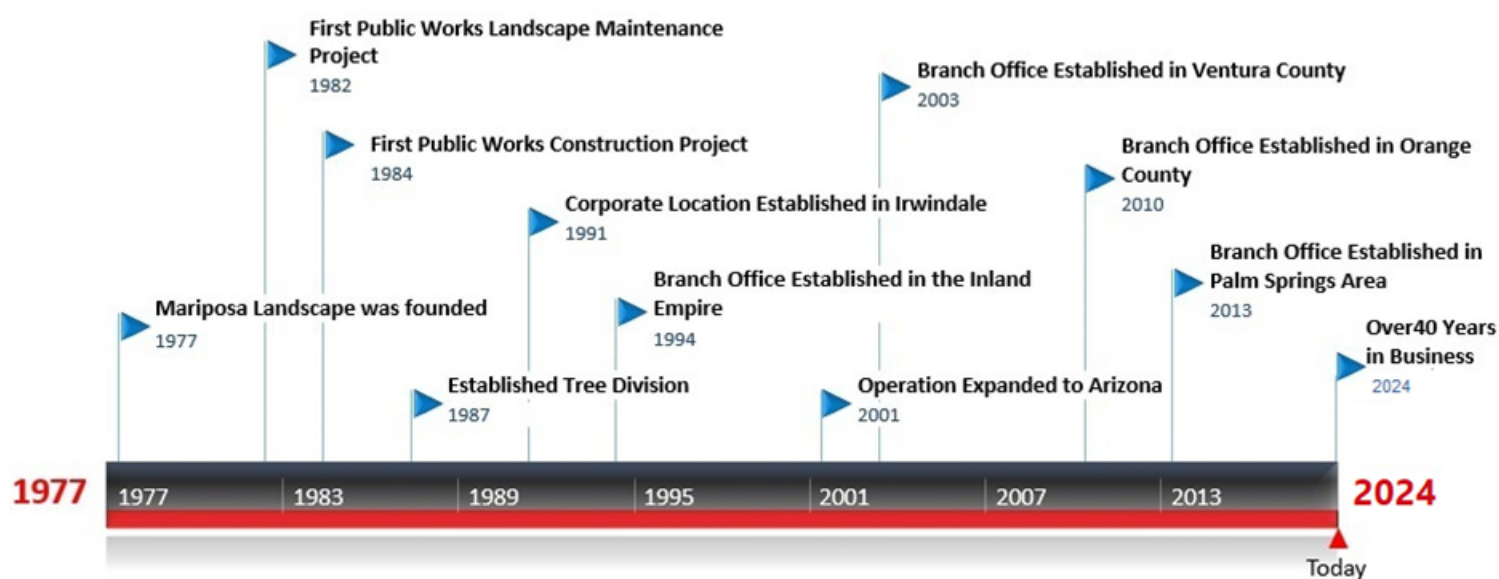


Our Core Values – Safety • Teamwork • Quality • Integrity

Office Locations

Los Angeles County 15529 Arrow Highway Irwindale, CA 91706 Phone 626 960-0397 Fax 626 960-3809	Orange County 1107 E. Walnut St Santa Ana, CA 92701 Phone 626 960-0196 Fax 626 960-8477	San Bernardino County 11093 Almond Avenue Fontana, CA 92335 Phone 909 429-2546 Fax 909 429-2749
Riverside County 13333 S. Central Ave Chino, CA 91710 Phone 626 960-0196 Fax 626 960-8477	L.A. – South Bay 1650 W 130 th St Gardena, CA 90248 Phone 626 960-0196 Fax 626 960-8477	North L.A. & Ventura 4790 E. Los Angeles Ave. Somis, CA 93066 Phone (800) 794-9458 Fax 805-386-4140
Palm Springs 78355 Darby Rd Bermuda Dunes, CA 92203 Phone 626 960-0196 Fax 626 960-8477	San Diego County 1833 Oceanside Blvd. Oceanside, CA 92054 Phone 626 960-0196 Fax 626 960-8477	Arizona 7677 N. 67 th Avenue Glendale, AZ 85301 Phone 623 463-2200 Fax 623 463-2223

Mariposa Landscapes, Inc. – Over 40 years of Excellence!



2. References

Here at Mariposa Landscapes, Inc. we take pride in our work and thrive on keeping our company as one of the most recommended in the industry. Our steady record of customer satisfaction has allowed us to maintain positive relationships with our clients. Below are some cities for which we provide landscape maintenance services.

Coachella Valley Water District	Term: 2019-Current
Landscaping Maintenance Services	
Landscape Maintenance: Plant litter and trash control, weed/pest control, plant maintenance, tree maintenance, hardscape and decomposed granite planter areas, and irrigation system maintenance.	\$476,160 Per Yr.
Mike Munoz, Landscape Supervisor (760) 578-6471 mmunoz@cvwd.org	

City of Desert Hot Springs	Term: 2019-Current
Landscape Maintenance and Operation for LMD and DD for Zone 1 & Zone 2	
Landscape Maintenance: Weed removal, chemical weed control, plant replacement, fertilization, hedge pruning/trimming, irrigation maintenance, irrigation repair, irrigation system testing, trash/debris pick-up, clearing walk ways.	\$188,136 Per Yr.
Nicholas Haecker, Public Works Director (661) 902-9987 nhaecker@cityofdhs.org	

City of Banning	Term: 2022-2023
Landscape Maintenance Parks	
Landscape Maintenance - Turf management, shrub bed maintenance, tree care and pruning, fertilization, environmental weed and pest control program, irrigation and operations for various locations.	\$92,399 Per Yr.
Ralph Wright, Parks and Recreation Director (909) 219-0980 rwright@banningca.com	

City of Moreno Valley	Term: 2012-Current
Landscaping Services	
Landscape Maintenance of City Parks, Medians and Parkways- Irrigation, aeration, fertilization, mowing, edging, pruning, weed control, pest control and debris removal.	\$241,628 Per Yr.
Dan Monto, Landscape Supervisor (951) 413-3485 danielm@moval.org	



C. Firm Staffing and Key Personnel

1. Staffing

Anticipated Approach

No. of Employees	Job Titles	Description of Work
		Supervision
1	Field Supervisor	They will oversee the operations of the crews, ensuring they work efficiently and safely. Will keep in close contact with account managers and customers to update them on job progress and quality.
		Shrub and Ground Cover Pruning Crew
1	Foreman	The foreman will be responsible for carrying out the daily litter pickup. This includes driving the whole entire site and removing all litter, dog droppings and dumped items. Also, includes blowing down sidewalks. The foreman will be onsite daily Monday through Friday and will be responsible for making sure all tasks are completed per specifications. Also, includes documenting and communicating work reports and hazardous conditions.
1	Laborers	The laborer assigned to this contract will be responsible for assisting with all routine tasks.
		Raking / Shrub and Ground Cover Pruning
1	Foreman	The foremen will be responsible for carrying out the pruning schedule and DG raking. This includes all pruning of shrubs and ground cover as well as documenting and communicating work reports and hazardous conditions. The foremen will be in direct contact with the Account Manager.
1	Laborer	The laborers assigned to this contract will be responsible for assisting all routine pruning tasks, including all pruning of shrubs and ground cover.
		Irrigation
1	Irrigation Technician	The irrigation technician will be responsible for all irrigation repairs and monitoring. They will report directly to Account Manager.

*Crew contingent, may change upon contract signing; however, assigned employees will be of comparable experience. We are committed to delivering exceptional service and are prepared to provide additional personnel as needed to meet your city's requirements.



2. Key personnel

Mariposa Landscapes has the experience and capacity to provide additional personnel as needed. Our many successful years in providing similar maintenance services for the public entities, enables us to be the most responsive and qualified firm who will be committed to providing the best level of service in maintaining the public areas and facilities of the City of Palm Desert.

Luis Valenzuela, Landscape Maintenance Division Manager

Experience

Luis has over 25 years' experience in the landscape industry. He has progressed steadily up the ranks in Mariposa to move from laborer to Manager over landscape maintenance Operations.

Licenses & Certifications

- Qualified Applicator License, Category B
- **Certified Landscape Technician**, Irrigation
- ISA Certified Arborist WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Ongoing Training

- Constant on-going OSHA safety training



Andres Perez – Account Manager

- 25+ years of experience in the landscape industry
- Qualified Applicator License, Category B
- Certified Landscape Technician, Irrigation
- Certificate – Irrigation Design
- Certificate – Irrigation Troubleshooting
- CVAG Overseeding Certificate

Arnulfo Aguilera – Field Supervisor

- 8 years of experience in Landscape Maintenance
- Qualified Applicator License: category B

TBD – Foreperson

- Minimum of 5 years of experience in the landscape industry

TBD – Laborer

- Minimum of 1 year of experience in the landscape industry with knowledge in landscape irrigation troubleshooting and repair

TBD – Irrigator

- Minimum of 5 years of experience in the landscape industry



3. Team Organization

Names	Role and Responsibility
	Account Manger
Andres Perez	Andres is the go-to person for project management, acting as the main contact with the City and will be in close communication with the foreman and field supervisor. He handles all aspects of project management, prioritizing safety, high-quality work, operational efficiency, and outstanding customer service. Andres also conducts walk-throughs to ensure punch lists are completed and makes improvements to enhance the quality of work.
	Field Supervisor
Arnulfo Aguilera	He will oversee the operations of the crews, ensuring they work efficiently and safely. You'll keep in touch with account managers and customers to update them on job progress and quality.
	Foreperson
TBD	This person will be responsible for daily litter pickup, which includes driving the entire site to remove litter, dog droppings, and dumped items, as well as blowing down sidewalks. They will be onsite Monday through Friday, handling all tasks per specifications, and documenting and communicating work reports and hazardous conditions. Additionally, a foremen will manage the pruning schedule and DG raking, including pruning shrubs and ground cover. They will also document and communicate work reports and hazardous conditions, maintaining direct contact with the Account Manager & Field Supervisor.
	Laborer
TBD	The laborer assigned to this contract will be responsible for assisting with all routine tasks.
	Irrigation Technician
TBD	The irrigation technician will be responsible for all irrigation repairs and monitoring. They will report directly to Account Manager.

4.Subcontractors

Mariposa Landscapes, Inc., hereby confirms that all required work will be conducted by Mariposa Landscapes, Inc.'s own work crews and no subcontractors will be used for this contract.



D. Proposed Method to Accomplish the Work

1. Describe the technical and management approach to providing the services to the city.

Project Startup and Quality Control Coordination Meeting

The Project Estimator and the Account Manager will review the project specifications and visit the project site(s) to develop a work plan for completing the project according to specifications. A meeting, including the Account Manager and key personnel responsible for the work, will be held to discuss and coordinate how the project will be executed.

Documentation

Before starting contract work, we will thoroughly inspect and document any deficiencies. Once this is completed for each location, we will provide a detailed list and, if applicable, a proposal for restoring the area to its original condition. During the meeting, the Account Manager will communicate the quality requirements for the tasks and emphasize the importance of critical requirements. Topics for the meeting will include:

- Project requirements per specifications
- Record-keeping documents and availability of necessary forms
- Review of methods, sequence of work tasks, and timeline

Preparatory Site Inspection

The Account Manager will perform a quality inspection of the work area to:

- Assess the required work per specifications
- Verify field measurements
- Ensure the availability of required equipment and materials
- Identify potential problems and develop an action plan to resolve them

Scheduling

Mariposa Landscapes, Inc. will submit a detailed schedule that includes all routine activities. After submission and approval of this schedule, we will be ready to start work.

Labor

Our proposal is designed to provide full-time employees to the project on a year-round basis. Our goal is to deliver professional results, so we will assign the appropriate and trained crew necessary to complete the specified activities in a professional and timely manner. The appropriate labor will be assigned for every aspect of the work to achieve the desired results.



Work Plan

All workers and crews assigned to the City of Palm Desert contracts will arrive at various locations within the city according to the tasks and schedule, which will be submitted at the start of the contract.

General / Daily Maintenance Tasks, such as trash and litter removal, can liner change-outs, visual inspections, and other routine tasks, will be performed by on-site workers.

Specialty Areas / Tasks and less frequent tasks will be handled by both on-site workers and other Mariposa crews assigned to this contract.

Weed control - will involve both manual methods and chemical applications. Manual weed control will be carried out by the designated crew, while chemical applications requiring certifications will be performed by qualified crew members (e.g., QAC, QAL).

Landscape Maintenance Tasks, including trimming and maintaining trees, shrubs, vines, and ground cover, will be performed by the crew designated to the contract. The on-site crew will handle all aspects of the maintenance requirements.

Please see next page for a sample schedule to achieve the scope of work.



Plant Litter / Trash Abatement	# of Frequencies	Jan. Week		Feb. Week		Mar. Week		Apr. Week		May Week		Jun. Week		Jul. Week		Aug. Week		Sept. Week		Oct. Week		Nov. Week		Dec. Week	
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Remove all plant litter	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Remove dog droppings	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Remove all debris and trash	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Blowing and or sweep sidewalks	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Pest Control / Plant Maintenance	# of Frequencies	Jan. Week		Feb. Week		Mar. Week		Apr. Week		May Week		Jun. Week		Jul. Week		Aug. Week		Sept. Week		Oct. Week		Nov. Week		Dec. Week	
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Weed abatement	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Gopher abatement	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Fruit set control on olive trees	Annually					X																			
Prune shrubs, hedges ground covers	Bi-Weekly	X				X				X				X				X				X			
Remove accumulated litter under plant material	Bi-Weekly	X				X				X				X				X				X			
Safety-prune plant material	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Remove plant flower stalks	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Trees	# of Frequencies	Jan. Week		Feb. Week		Mar. Week		Apr. Week		May Week		Jun. Week		Jul. Week		Aug. Week		Sept. Week		Oct. Week		Nov. Week		Dec. Week	
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Safety-prune and remove suckers	Bi-Weekly / As-needed	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
HARDSCAPE AND DECOMPOSED GRANITE (DG) AREAS	# of Frequencies	Jan. Week		Feb. Week		Mar. Week		Apr. Week		May Week		Jun. Week		Jul. Week		Aug. Week		Sept. Week		Oct. Week		Nov. Week		Dec. Week	
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rake planter and all DG areas and remove debris from cobble	Bi-Weekly	X				X				X				X				X				X			
Wash monuments and signs	Quarterly	X												X											
Irrigation System Inspections	# of Frequencies	Jan. Week		Feb. Week		Mar. Week		Apr. Week		May Week		Jun. Week		Jul. Week		Aug. Week		Sept. Week		Oct. Week		Nov. Week		Dec. Week	
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation inspection, adjustment, and repair	Bi-Weekly / As-needed	X				X				X				X				X				X			



Project Team Resumes

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TBD – Foreperson

- Minimum of 5 years of experience in the landscape industry

TBD – Laborer

- Minimum of 1 year of experience in the landscape industry with knowledge in landscape irrigation troubleshooting and repair

TBD – Irrigator

- Minimum of 5 years of experience in the landscape industry



M A R I P O S A

L A N D S C A P E S I N C

February 21, 2025

Mariposa Landscapes, Inc. Extra Work Pricing Breakdown

Please see below for the Additional Pricing Schedule with notes in red:

ADDITIONAL WORK PRICING SCHEDULE

AMOUNTS **NOT** TO BE INCLUDED IN BASE BID

LABOR

Additional Laborer	<u>\$48</u> per hour
Additional Irrigator	<u>\$70</u> per hour
Additional Foreman	<u>\$65</u> per hour

At City's discretion, additional work may be paid for using the contractual hourly rate for labor listed above with a 15% mark up on materials or by using the unit pricing listed below.

PLANT MATERIAL REPLACEMENT

Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Palm Desert.

1-Gallon Shrub Installed	<u>\$ 17.5</u>
5-Gallon Shrub Installed	<u>\$45</u>
15-Gallon Tree Installed*	<u>\$ 150</u>
24"-Box Tree Installed*	<u>\$550</u>

Note: Anything over 24" box size will be paid at the contractual hourly rate for labor, and materials at cost plus a 15% mark-up.

*These prices are based on the maintenance wages as determined by the DIR.

*These prices are for standard plant materials excluding premium plant material.



M A R I P O S A

L A N D S C A P E S I N C

February 21, 2025

Mariposa Landscapes, Inc. Rights of Way Maintenance Rates

Please see below for Rights of Way Maintenance Rates with notes in red:

Rights of Way Maintenance Rates

From time to time, the Contractor may be called upon to assist with the maintenance of Rights of Way (ROW) in order to ensure public safety and maintain clear visibility. These requests will be made on an as-needed basis, with the scope of work determined by the specific requirements of each situation. Typical duties may include, but are not limited to, the removal of excessive blow sand, controlling the growth of weeds, trimming overgrown vegetation, clearing debris, and performing general maintenance to preserve the integrity and accessibility of the ROW. The Contractor will be expected to act promptly to address these concerns to ensure the area remains safe and navigable for the public.

Line Item	Description	Unit Cost	Unit Cost
1	Supervisor	Hourly Rate	\$80.00
2	Spray Tech	Hourly Rate	\$68.00
3	Foreman	Hourly Rate	\$65.00
4	Laborer	Hourly Rate	\$48.00
5	Traffic Control	Cost	\$1,320.00 *Contingent upon job , please see below
6	Materials	Cost	\$500.00 *Contingent upon job , please see below
7	Equipment Rentals	Cost	\$1,000.00 *Contingent upon job , please see below
8	Dump Fees	Cost	\$1,000.00 *Contingent upon job , please see below

Regarding 5 - 8 above for the Rights of Way Maintenance:

The rates for Traffic Control, Materials, Equipment Rentals, and Dump Fees were submitted as placeholders due to the OpenGov submittal portal's requirement for numerical entries only. We remain committed to providing more accurate pricing for each additional work project assigned to us. For these projects, our pricing model will be based on actual costs plus a 15% markup.





M A R I P O S A

L A N D S C A P E S I N C

City of Palm Desert

Attention: Brad Chuck, Public Works Superintendent

73510 Fred Waring Drive, Palm Desert, CA 92260

Phone: (760) 776-6482

E-mail: bchuck@palmdesert.gov

First and foremost, we would like to express our sincere gratitude to the City of Palm Desert for recommending us to the City Council for the LMA 1 and 2 contract. We remain committed to delivering the highest level of service to the City.

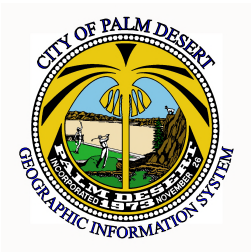
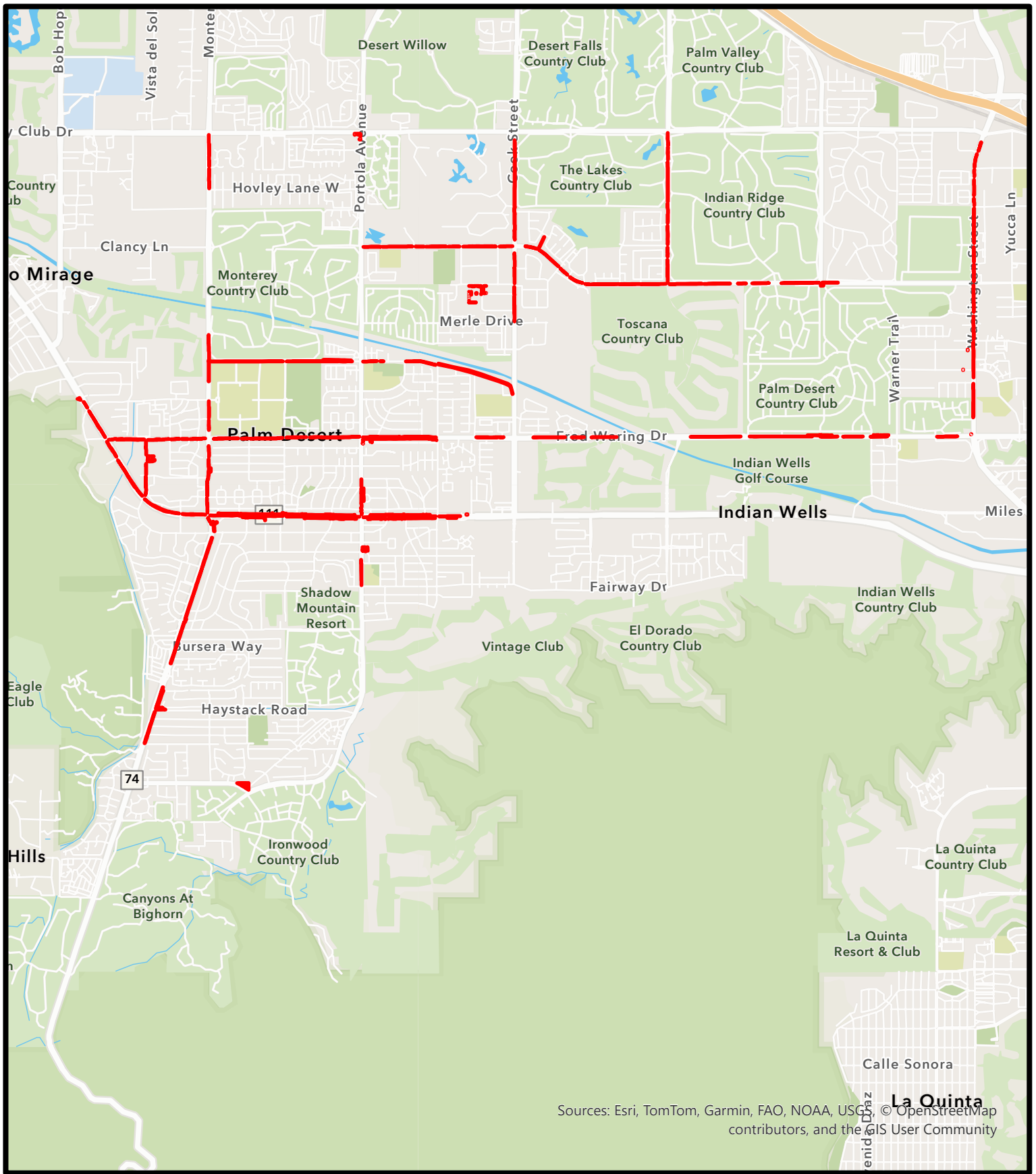
We understand that the City is seeking clarification regarding the price increases in the new contracts.

To maintain the schedule for litter control and weed management, we are adding one additional laborer to the team.

Furthermore, due to changes in the Scope of Work, we are including two irrigation technicians in the base bid—one for each LMA—to ensure all labor requirements for repairs and adjustments are met efficiently.

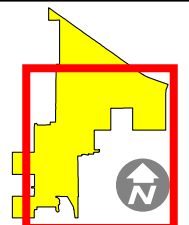
Sincerely,

Dave Widjaja, Chief Estimator



LMA 1

Date: 2024



VICINITY 633

CITY OF PALM DESERT

STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Brad Chuck, Public Works Superintendent
Shawn Muir, Community Services Manager

REQUEST: AWARD A CONTRACT TO MARIPOSA LANDSCAPES, INC., OF IRWINDALE, CA, FOR LANDSCAPE MAINTENANCE AREA NO. 2 AND INCLUDE ALLOWABLE EXTRA WORK AND SERVICES (PROJECT NO. MLS00009)

RECOMMENDATION:

1. Award a Maintenance Services Agreement with Mariposa Landscapes, Inc., of Irwindale, California, for Landscape Maintenance Area No. 2 in the annual amount of \$288,588 subject to CPI increases, for a three-year term, with two one-year extensions options.
2. Authorize allowable extra work for street maintenance and landscape services in an annual amount not to exceed \$105,000.
3. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
4. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.

BACKGROUND/ANALYSIS:

Landscape Maintenance Area No. 2 (LMA 2) encompasses the northern medians of Palm Desert and plays a key role in enhancing the city's visual appeal. By keeping these public spaces well-maintained, LMA 2 contributes to a welcoming and attractive environment for both residents and visitors.

Previously, the median landscape maintenance was divided among three separate areas—LMA 1, LMA 2, and LMA 4, which were managed by different vendors. This fragmented approach led to inconsistencies in service quality. To streamline operations and improve consistency, the City consolidated the three areas into a single maintenance contract under LMA 1 in 2021. The consolidated contract was awarded to Mariposa Landscapes, Inc. for a five-year term at an annual cost of \$483,828.

In March 2024, Change Order No. 3 added \$150,000 annually to include maintenance for non-landscaped areas, increasing the annual contract amount to \$661,408.56 and extra work to \$125,000 annually. However, ongoing irrigation charges-excluded from the original agreement-prompted a re-bid of the contract and divided it into two separate areas: LMA 1 for the southern City medians and LMA 2 for the northern medians, aiming for better oversight and efficiency. The updated approach aligns with regional best practices and includes detailed cost sheets for plant materials and irrigation repairs, helping with better cost control and transparency.

Given the unpredictable nature of maintenance work—such as vandalism, accidents, and natural wear—estimating repair needs in advance is challenging. By requiring upfront hourly rates or itemized pricing for such repairs, the City can prevent cost inflation, minimize delays from multiple vendors working simultaneously, and enhance accountability by eliminating disputes over repair responsibilities.

On November 26, 2024, the project was advertised for proposals through the City’s bid management portal OpenGov (PROJECT ID: 2024-RFP-146), and on January 6, 2025, received three proposals electronically. A selection committee evaluated the Proposals and scored them based on the following criteria:

- Clarity and conformance of proposal to the RFP (10%)
- Content of the proposal, including the work plan (25%)
- Proposer’s experience and performance (35%)
- Team members’ experience (10%)
- Comments by references (5%)
- Fee proposal (15%)

The proposals were ranked numerically as follows:

VENDOR	LOCATION	RANKING	BID AMOUNTS	ADDITIONAL WORK	TOTAL AMOUNT
Mariposa Landscapes	Irwindale, CA	1	\$288,588	\$105,000	\$393,588
Kirkpatrick Landscape	Bermuda Dunes, CA	2	\$378,828	\$105,000	\$483,828
Universal Green LLC	Desert Hot Springs, CA	3	\$319,200	\$105,000	\$424,200

Mariposa Landscapes, Inc. was the highest-ranked proposal with an aggregate score of 85.67.

The second ranking proposal from Kirkpatrick Landscape is approximately \$90,000 more and its staffing plan is not as robust as that of Mariposa’s, as shown in the chart below:

	Mariposa Landscapes, Inc.	Kirkpatrick	Universal Green LLC
Number of Crews	2 Crews	1 Crew	1 Crew
Maintenance Staff	6 Staff	5 Staff	7 Staff
Irrigation Staff	1 Full-Time Irrigator	1 Irrigator (As Needed)	No Irrigator Listed

A full-time irrigator is preferred for the median contract to ensure efficient maintenance, prioritize water conservation, and effectively manage city resources by addressing issues promptly. Based on the review, staff recommend awarding a contract to Mariposa Landscapes, Inc. for a 36-month period beginning July 1, 2025, with an option for two one-year extensions.

The base contract includes monthly maintenance tasks such as raking, weed abatement, pruning, irrigation inspections, trash and debris removal, and other routine services performed according to a City-provided frequency schedule. Given the vendor’s demonstrated efficiency

and familiarity with the City's requirements, this agreement will enable the Landscape Division to maintain continuity and uphold City standards. The vendor's expertise in these areas ensures faster response times and cost-effective solutions. Additionally, the vendor will allocate more staff to efficiently maintain and service these areas, justifying the increase.

The total funding request for as needed extra work amounts to \$105,000. This ensures that the funding limit is not exceeded while addressing essential tasks for public space upkeep and safety.

1. Landscape Maintenance – \$75,000

Covers unforeseen but essential landscape maintenance tasks not included in the base contract such as:

- Irrigation and landscape lighting repairs and replacements
- Emergency tree work
- Tree and shrub replacements
- Pest control
- Repairs due to accidents or vandalism
- Replacement of damaged signs
- Water conservation efforts
- Site furnishing repairs
- Enhancement projects as needed

2. Public Spaces Maintenance – \$30,000

Supports and supplements maintenance services for the upkeep of Rights of Way (ROW), vacant medians, drainage channels, vacant parcels, and other public spaces currently maintained by City staff to enhance public safety and maintain clear visibility, including:

- Weed abatement
- Litter removal
- Sidewalk cleaning
- Other related maintenance activities

When extra work arises, the vendor responsible for maintaining the designated LMA is typically the most cost-effective and responsive option, as their staff is already on site. Additionally, staff have observed challenges when an outside vendor performs work in an area maintained by another vendor. Using the same vendor for both maintenance and extra work promotes continuity and minimizes potential conflicts.

Legal Review:

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

Strategic Plan:

Landscape Maintenance Area No. 2 is an on-going maintenance activity and, as such, does not contribute directly to the objectives of the Strategic Plan.

FINANCIAL IMPACT:

Funds for the maintenance of Landscape Maintenance Areas 2 are included in the Public Works Department's proposed operations budget for Fiscal Year 2025/26 in Account No. 1104614-4337001, R/M Median Landscaping, and 1104310-4332000, R/M Streets. The table below outlines the maintenance costs for both LMA 1 and 2:

<i>Description</i>	<i>Proposed Budget</i>	<i>Contract Amount</i>	<i>Balance</i>
<i>1104614-4337001</i>	\$875,000		
<i>1104310-4332000</i>	\$50,000		
<i>LMA 1 – contract</i>		\$367,764	
<i>LMA 1 – extra work</i>		\$95,000	
<i>*LMA 2 – contract</i>		\$288,588	
<i>*LMA 2 – extra work</i>		\$105,000	
<i>Total</i>	\$925,000	\$856,352	\$68,648

*Current request is for LMA 2

Funding for this agreement in future fiscal years is contingent upon City Council approval of the budget request.

ATTACHMENTS:

1. Maintenance Services Agreement
2. Payment & Performance Bonds
3. Mariposa Landscapes, Inc. Proposal
4. LMA 2 Vicinity Map

**CITY OF PALM DESERT
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **24th** day of **April, 2025**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and **Mariposa Landscapes, Inc., an S Corporation**, with its principal place of business at **6232 Santos Diaz Street, Irwindale, CA 91702** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The City is a public agency of the State of California and is in need of services for the following project:

Landscape Maintenance Area No. 2 Project
Project No. MLS00009
(hereinafter referred to as "the Project").

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than 2 additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the

means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Brad Chuck, Public Works Superintendent**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Terry Noriega, President**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Two Hundred Fifty Dollars (\$250.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each

accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and
- (d) Policies shall "follow form" to the underlying primary policies.
- (e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. (Reserved)

(F) Cyber Liability Insurance. (Reserved)

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract.

City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors)

damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total annual compensation shall not exceed **Two Hundred Eighty-Eight Thousand Five Hundred Eighty-Eight Dollars (\$288,588.00)** for monthly landscape services without the written approval of the City Council or City Manager, as applicable. The City may request additional work at the same rates and manner as set forth in this Agreement on an as needed basis as specified in Section 3.3.5. Contractor shall not perform Extra Work, presume Extra Work will be guaranteed, nor be compensated for Extra Work without written authorization from the City. Work performed as Extra Work shall not exceed the annual amount of One Hundred and Five Thousand Dollars (\$105,000.00). Contractor shall not be reimbursed for any expenses unless authorized by the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.2.1 Retainer. (Reserved)

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including

Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim

or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Mariposa Landscapes, Inc.
6232 Santos Diaz Street
Irwindale, CA 91702
ATTN: **Terry Noriega, President**

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Brad Chuck, Public Works Superintendent**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or

persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Federal Provisions. (Reserved)

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND MARIPOSA LANDSCAPES, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

MARIPOSA LANDSCAPES, INC., AN S CORPORATION

By: _____

Chris Escobedo
Interim City Manager

By: _____

Terry Noriega
President

Attest:

By: _____

Antonio Valenzuela
Secretary

By: _____

Anthony J. Mejia
City Clerk

592268

Contractor's License Number and
Classification

1000005079

DIR Registration Number (*if applicable*)

Approved as to form:

By: _____

Isra Shah
Best Best & Krieger LLP
City Attorney

City Clerk QC: _____

Contracts QC: _____

Insurance: _____

Initial Review

Final Approval

Bonds

Exhibit "B"

EXHIBIT "A"**SCOPE OF SERVICES****1. SCOPE OF WORK**

The work to be done consists of furnishing all labor, materials, necessary tools and machinery, supervision, and all utility and transportation services required to provide landscape and irrigation maintenance services for City of Palm Desert in accordance with the Contract Documents at the following locations:

LOCATIONS

1. EL DORADO DRIVE: Medians from Country Club Drive to Hovley Lane East
2. COUNTRY CLUB DRIVE MEDIANS AND PLANTER:
 - Medians between Washington Street and Monterey Avenue
 - Excluding section along north perimeter of the Villa Portofino development
 - "Pork chop" planter on northwest corner at Washington Street
3. FRANK SINATRA DRIVE: Medians between Monterey Avenue and Eldorado Drive
4. DINAH SHORE DRIVE: Medians between Monterey Avenue and Key Largo
5. GERALD FORD DRIVE MEDIANS AND PLANTER:
 - Medians between Monterey Avenue and Frank Sinatra Drive
 - "Pork chop" planter on southwest corner at Cook Street
6. WASHINGTON STREET OFF/ON RAMPS at Interstate 10
7. UNIVERSITY PARK CENTER MEDIANS AND ROUNDABOUTS:
 - College Drive medians and roundabouts between Frank Sinatra Drive and Portola Avenue
 - Pacific Avenue medians between Gerald Ford Drive and College Drive
 - University Park Drive medians between Cook Street and College Drive
 - Technology Drive medians between College Drive and Gerald Ford Drive
8. ACADEMY LANE EAST:
 - Planters on Shepherd Lane and Portola Avenue to extend of boundary
9. WINDFLOWER COURT:
 - Planters on Shepherd Lane and Portola Avenue

2.2 GENERAL SERVICES TO BE PERFORMED

Contractor shall provide the necessary manpower and equipment to maintain the areas listed in the specified locations, at the level of maintenance and service defined by City of Palm Desert. The work shall include, but is not limited to, proper horticultural practices, as defined in the City of Palm Desert Landscape Maintenance Manual, maintenance of all landscape materials and hardscape structures as designated in the following specifications and per the Frequency Schedule.

2.1 Contractor shall provide appropriate equipment and labor for the execution of all maintenance activities. City of Palm Desert reserves the right to inspect and/or approve any equipment used in this contract. If City of Palm Desert deems the equipment to be in disrepair or inappropriate to the task at hand, City of Palm Desert may require that the equipment be removed from the job site and replaced with a different piece of equipment.

2.2 Contractor shall provide personnel fully trained in all phases of landscape maintenance, tree maintenance, and irrigation maintenance and operation. Contractor shall provide personnel capable of effective verbal communication with City of Palm Desert representatives. If City of Palm Desert deems personnel to be inadequate to accomplish the task at hand, City of Palm Desert may require that the personnel be removed from the job site and replaced with personnel demonstrating the appropriate level of job knowledge, skills, and verbal communication to effectively accomplish the work.

2.3 Prior to commencement of the contract, designated City of Palm Desert representative(s) and the Contractor will perform a mandatory acceptance walk-through inspection of the contract area. It is Contractor's responsibility to identify to City of Palm Desert unacceptable conditions with plant material, trees, and/or irrigation systems at the time of the walk-through. At City of Palm Desert's discretion, unacceptable conditions may be resolved with the current (outgoing) contractor or with the successor Contractor on a "one-time only, extra-work" basis. After such corrections are made, the successor Contractor will be responsible for all contractual services.

2.4 Contractor shall replace, at no additional cost to City of Palm Desert for labor or materials, any plant or tree that dies beginning 30 days from commencement of the contract throughout the term of the contract, if such plant or tree demise is due to neglect, lack of maintenance, or otherwise improper care.

2.5 Contractor shall remove debris caused by all maintenance activities, including pruning and tree maintenance, on the same working day that such debris is accumulated.

2.6 Contractor shall provide the labor and equipment for the application of fertilizers and fertilizers with pre-emergent and post-emergent. Fertilizers with pre-emergent and post-emergent will be supplied by Contractor and reimbursed by the City of Palm Desert at actual cost plus 15% mark-up. City of Palm Desert reserves the right to purchase Standard fertilizer. The application of fungicides will be performed outside the scope of this contract.

2.7 Monthly reports for irrigation, green waste and pesticide application shall be submitted no later than the first Monday of each month, for the preceding month. Monthly payments will not be processed until all required reports are received.

2.7.1 The Irrigation Monthly Report shall include, but not necessarily be limited to, the following: date, irrigation technician identification, site identification, controller and valve identification, description of service and/or repair, statement of plant material condition as relates to water needs, and a section for general notes or comments.

2.7.2 The Green Waste Monthly Report submittal shall include the green waste facility tipping ticket. The tipping ticket shall be clearly legible and shall contain the name and address of the waste facility, the weight, and the City of Palm Desert's name.

2.7.3 The Pesticide Application Monthly Report shall consist of a copy of the monthly report submitted to the Riverside County Agricultural Commissioner or, in the case of no pesticide applications made, a statement to that effect in the form of a letter or memorandum to City of Palm Desert.

3. SPECIFIC SERVICES TO BE PERFORMED

3.1 Plant Litter and Trash Control

3.1.1 Contractor shall remove and appropriately dispose of all plant litter (broken branches, broken limbs, excessive leaf-drop); trash and/or paper, cans, bottles, broken glass; dog droppings and any other out-of-place or discarded items. Plant litter includes plant debris caused by extreme temperatures or high winds.

3.1.2 Where trash cans and/or doggy stations are present, Contractor shall remove and dispose of their contents and replace the liners (City of Palm Desert may provide trash bags). Contractor shall wipe surfaces clean with a non-toxic cleaning solution.

3.2 Pest Control

3.2.1 Gophers will be controlled on an as-needed basis using City of Palm Desert-approved traps, within the scope of this contract. Ground squirrel control will be performed on an as-needed basis and is outside the scope of this contract.

3.2.2 Ants will be controlled on an as-needed basis, and is included in the scope of the contract. Red Imported Fire ant control is outside the scope of this contract. If Red Imported Fire ants are encountered the Contractor shall report the discovery to the City of Palm Desert prior to the end of the workday.

3.2.3 Contractor shall immediately report any bee activity (swarms or hives) detected to the City of Palm Desert. Bee removal is the responsibility of City of Palm Desert.

3.2.4 Aphids will be chemically controlled on oak trees in parking lots and along parkways. Fruit set will be chemically controlled on olive trees. These trees are located adjacent to parking lots, sidewalks, and hardscape areas designated for pedestrian traffic and use. Any recommended chemical treatment and the schedule for its application must be reviewed and approved in advance by City of Palm Desert. City of Palm Desert, at its discretion, may require from Contractor all Material Safety Data Sheets, pesticide labels, and Pesticide Control Advisor recommendations for any and all pesticide applications performed. Contractor will be responsible for the material and labor and perform this work as well for all posting as required by label and law.

3.2.5 Contractor shall provide control and/or eradication of all weeds, as needed. Areas to be weeded include: planters, gravel and decomposed granite areas, sidewalks, curbs, expansion joints, fence lines, drainage areas, cobble areas, bare areas, and the area around trees.

3.2.6 Mechanical and/or chemical methods of weed control are acceptable for annual and perennial weeds with the exception of Bermuda grass, nutsedge, and bindweed, which shall be controlled by chemical means only.

3.2.7 Contractor shall remove any debris generated by the weed control process after weeds have been sprayed and plant death has occurred.

3.2.8 Weeds in turf areas will be managed on an as-needed basis and shall be considered extra work.

3.3 Plant Maintenance

3.3.1 All plant material in the public right-of-way shall be maintained behind the curb line and/or sidewalk to allow for the safe passage of vehicles, pedestrians and/or the general public.

3.3.2 Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as agaves) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation and backfill the hole. There shall be no dead blossoms, stalks, branches or foliage left on an otherwise healthy plant for more than one month, unless otherwise directed by City of Palm Desert and/or the contract documents. If offshoots are present, they will be left in place and irrigation will be adjusted to ensure adequate water supply to the offshoots.

3.3.3 Dead or weather-damaged plant material shall be pruned or removed under direction from City of Palm Desert within one week of notification.

3.3.4 The City of Palm Desert encourages contractors to familiarize themselves with the City of Palm Desert's "Landscape Maintenance Guidelines" book. The book, intended to serve as a visual guide to contractors, also provides pruning techniques and a calendar for ideal maintenance timing. The City of Palm Desert may at its own discretion, alter time-lines or techniques and supply additional reference materials as the City of Palm Desert deems necessary.

3.3.5 The plant material will be pruned as needed, to keep plant material to scale based on the planter size, plant species, plant location and for safety purposes. The City of Palm Desert will work with the Contractor to determine appropriate size for each plant species. In addition, the Contractor shall perform a yearly pruning to reduce the size and density of all shrubs and groundcovers, as directed by the City of Palm Desert.

3.3.6 On occasion, high-profile areas will be seeded with wildflowers. City of Palm Desert staff will identify these areas to Contractor. It shall be Contractor's responsibility to maintain and preserve these wildflower population areas. Contractor shall be responsible to replace any wildflowers disturbed or destroyed by any of Contractor's maintenance activities.

3.3.7 Plant material installed by the Contractor shall be warranted for a period of ninety days from the date of acceptance by the City's Representative.

3.4 Tree Maintenance

3.4.1 All tree pruning shall be consistent with the current and applicable International Society of Arboriculture (ISA) guidelines, the American National Standards Institute (ANSI) standards, the City of Palm Desert's Landscape Maintenance Guidelines book and the Tree Pruning Ordinance.

3.4.2 Contractor shall perform safety and sucker pruning on all trees (including palms) eight feet (8) in height and under. All broadleaf and palm tree pruning will be performed outside this contract. Contractor shall prune fronds, flowers, and seed pods on all palms that have six (6) feet of brown trunk or less. City of Palm Desert may request that a Certified Arborist be on site when Contractor's staff safety prunes trees.

3.4.3 Tree branches shall be pruned as needed for traffic and pedestrian safety. Sidewalk clearance will be eight (8) feet and vehicular clearance fourteen (14) feet from grade. Trees must be maintained at seven (7) feet from playground equipment. Any broken, dead or detached limb

is considered a hazard and upon notice from City of Palm Desert, Contractor must remove such limbs by close of business the same day.

3.4.4 Trees broken or damaged as a direct result of storm, wind, accident, vandalism or structural failure shall be pruned and/or removed, upon City of Palm Desert's request to Contractor, within 24 hours of notification and shall be an extra to this contract. Any debris blocking roadways or parking areas shall be removed within one hour of notification to Contractor. Replacement of trees and plants caused by reasons not related to contractual maintenance shall be reimbursable as an extra cost.

3.4.5 Trees planted by the Contractor shall be warrantied for a period of one-year from the date of the acceptance by the City's Representative.

3.5 Hardscape, and Decomposed Granite (DG) Planter Areas

3.5.1 Contractor shall remove any sand, gravel, grass, and plant clippings or debris from all sidewalk and hardscape areas after all maintenance activities or as indicated in the Frequency Schedule.

3.5.2 Daily sidewalk cleaning shall consist of removing debris from sidewalks by blowing or sweeping. Blower throttle to be maintained at the lowest practical setting possible.

3.5.3 Contractor shall rake planter areas. Contractor shall also rake underneath living plant material, unless directed not to do so by City of Palm Desert. Slope areas are to be raked horizontally and not from top to bottom. If existing grade is adversely affected by raking activities, Contractor shall re-establish an appropriate grade to the satisfaction of City of Palm Desert.

3.5.4 Using pressure-wash equipment at a minimum pressure rating of 3000 PSI, Contractor shall pressure-wash playground equipment, monuments and signs, sidewalks, curbs, gutters, drains, benches, dog park fixtures, drinking fountains, picnic tables and miscellaneous hardscape fixtures as outlined in the Frequency Schedule. The Contractor shall use, as directed by the City of Palm Desert, a scrub brush and a City of Palm Desert-approved non-toxic biodegradable cleaning agent to adequately clean the aforementioned items, as deemed acceptable by City of Palm Desert. Contractor will also remove any tape, banners, and party supplies from playground shelters and pavilions in conjunction with the pressure washing duties. This process shall be considered as included in the contract lump sum bid price, and no additional compensation shall be allowed therefor.

3.5.5 Pressure washing, at a minimum pressure rating of 3000 PSI, at dog parks must include the use of a City of Palm Desert-approved non-toxic biodegradable cleaning agent.

3.5.6 Contractor shall remove litter and debris obstructing spillways and their associated drain grates. This activity shall take place according to the Frequency Schedule, and after a rain event as determined by City of Palm Desert staff. Contractor may be required to use a bow rake.

3.6 Irrigation System Maintenance

3.6.1 The operation, maintenance, and scheduling of all irrigation controllers and attached sensors shall be the responsibility of Contractor. Contractor will make adjustments, per City's recommendations at a minimum of once every 30 days, to the controllers, sensor equipment, and schedules based on property microclimates, ET, rain events, and overseeding schedules. Contractor will schedule irrigation to provide adequate irrigation to plant material while conserving

Exhibit "A"

water as much as possible. NOTE: Irrigation systems are not Smart Controllers and will require manual adjusting.

3.6.2 All irrigation systems and their individual components shall be kept in adjustment to ensure proper water coverage and prevent unacceptable conditions such as insufficient water distribution (plant death), overspray, excessive runoff, and erosion. Contractor to check coverage weekly. Contractor to provide monthly irrigation report.

3.6.3 Repairs or replacements to the irrigation system shall be made with like parts.

3.6.4 Contractual irrigation system maintenance includes all labor for system inspections, adjustments, repairs and installations for all system components, in-line irrigation valves, including internal and electrical components, irrigation wires from the timer to the valve, and all mainline and lateral line repairs two inches (2") and smaller in diameter, unless damage is caused by vandalism. Should vandalism occur, the Contractor is to notify City of Palm Desert staff immediately and prior to the repair work. All irrigation rotors, bubblers, emitters, associated fittings, and valve boxes shall also be included under contractual system maintenance. Any repair work outside of this scope will be considered extra work and paid accordingly. All parts shall be provided by the Contractor and will be reimbursed by the City of Palm Desert at actual cost plus a fifteen percent (15%) mark-up, unless the replacement is due to damage caused by the Contractor's operation, in such case the Contractor shall bear the entire cost. Adjustments, repairs and installations shall include:

- Valves: electrically actuated irrigation control valves, quick coupler valves, end line flush valves, lateral line flush valves, and master valves. All valves will be checked for proper operation, leaks, and solenoid function and connections (where applicable). Automatic valves will be activated from the irrigation controller, not from the bleeder valve.
- The electrical circuit from the irrigation controller to the valve will be checked for proper operation. Labor cost for the actuators replacement shall be included in the contract lump sum bid price, and no additional compensation shall be allowed therefor.
- Filter, filter screen, and filter valve box cleaning.
- Lateral lines will be checked for breaks and leaks and will be flushed at least yearly and additionally when necessary to ensure proper system performance.

3.6.5 Non-contractual irrigation system repairs:

- No non-contractual work will be initiated without an approved City of Palm Desert Work Order.
- When irrigation system malfunction or damage is detected, the repair of which is non-contractual in nature, Contractor will flag the location and notify City of Palm Desert before the close of business the same workday.
- Upon receipt of an approved Work Order, repairs to a non-operational and/or damaged irrigation system shall be completed within 24 hours, or as otherwise indicated on the Work Order.
- All repairs deemed non-contractual will be paid on a time-and-materials basis.
- Labor will be billed per the rates under the Performance of Extra Work heading.
- Materials will be billed at "cost plus 15%" or, at City of Palm Desert's discretion; materials may be supplied to Contractor by City of Palm Desert.
- Contractor shall return to City of Palm Desert all irrigation parts that have been replaced.

Contract No. _____

City of Palm Desert will perform regular inspections of irrigation systems to ensure accuracy of Contractor's irrigation reports. If discrepancies are found, City of Palm Desert shall consider this a performance deficiency.

Exhibit "A"

EXHIBIT “B”

SCHEDULE OF SERVICES

The term of this Agreement shall be from July 1, 2025, to June 30, 2028, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

Exhibit “A”

EXHIBIT “C”
COMPENSATION

The total annual compensation shall not exceed **Two Hundred Eighty-Eight Thousand Five Hundred Eighty-Eight Dollars (\$288,588.00)** and may only be adjusted for Consumer Price Index for all Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario, CA Region rate for the 12-month period ending May, with written approval from the City Council or City Manager following FY 2025-26, as applicable.

Line Item	Site Description	Quantity	Unit of Measure	Monthly Unit Price	Annual Total
2	COUNTRY CLUB DRIVE MEDIANS AND PLANTER: Medians between Washington Street and Monterey Avenue, Excluding section along north perimeter of the Villa Portofino development, “Pork chop” planter on northwest corner at Washington Street	12	Months	\$7,215.00	\$86,580.00
3	FRANK SINATRA DRIVE MEDIANS: Medians between Monterey Avenue and Eldorado Drive	12	Months	\$4,810.00	\$57,720.00
4	DINAH SHORE DRIVE Medians between Monterey Avenue and Key Largo	12	Months	\$240.00	\$2,880.00
5	GERALD FORD DRIVE MEDIANS AND PLANTER: Medians between Monterey Avenue and Frank Sinatra Drive, “Pork chop” planter on southwest corner at Cook Street	12	Months	\$4,810.00	\$57,720.00
6	WASHINGTON STREET OFF/ON RAMPS at Interstate 10	12	Months	\$3,126.00	\$37,512.00
7	UNIVERSITY PARK CENTER MEDIANS AND ROUNDABOUTS: College Drive medians and roundabouts between Frank Sinatra Drive and Portola Avenue, Pacific Avenue medians between Gerald Ford Drive and College Drive, University Park Drive medians between Cook Street and College Drive, Technology Drive medians between College Drive and Gerald Ford Drive	12	Months	\$1,925.00	\$23,100.00
8	ACADEMY LANE EAST: Planters on Shepherd Lane and Portola Avenue to extent of boundary	12	Months	\$240.00	\$2,880.00
9	WINDFLOWER COURT: Planters on Shepherd Lane and Portola Avenue	12	Months	\$240.00	\$2,880.00
TOTAL					\$288,588.00

EXHIBIT “C”

From time to time, the Contractor may be called upon to assist with the maintenance of Rights of Way (ROW) in order to ensure public safety and maintain clear visibility. These requests will be made on an as-needed basis, with the scope of work determined by the specific requirements of each situation. Typical duties may include, but are not limited to, the removal of excessive blow sand, controlling the growth of weeds, trimming overgrown vegetation, clearing debris, and performing general maintenance to preserve the integrity and accessibility of the ROW. The Contractor will be expected to act promptly to address these concerns to ensure the area remains safe and navigable for the public.

Line Item	Description	Unit Cost	Unit Cost
1	Supervisor	Hourly Rate	\$80.00
2	Spray Tech	Hourly Rate	\$68.00
3	Foreman	Hourly Rate	\$65.00
4	Laborer	Hourly Rate	\$48.00
5	Traffic Control	Cost	\$1,320.00
6	Materials	Cost	\$500.00
7	Equipment Rentals	Cost	\$1,000.00
8	Dump Fees	Cost	\$1,000.00

EXHIBIT "C"

M A R I P O S A

L A N D S C A P E S I N C

February 21, 2025

Mariposa Landscapes, Inc. Extra Work Pricing Breakdown

Please see below for the Additional Pricing Schedule with notes in red:

ADDITIONAL WORK PRICING SCHEDULE

AMOUNTS **NOT** TO BE INCLUDED IN BASE BID

LABOR

Additional Laborer	\$ 48 _____ per hour
Additional Irrigator	\$ 70 _____ per hour
Additional Foreman	\$ 65 _____ per hour

At City's discretion, additional work may be paid for using the contractual hourly rate for labor listed above with a 15% mark up on materials or by using the unit pricing listed below.

PLANT MATERIAL REPLACEMENT

Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Palm Desert.

1-Gallon Shrub Installed	\$ 17.5 _____
5-Gallon Shrub Installed	\$ 45 _____
15-Gallon Tree Installed*	\$ 150 _____
24"-Box Tree Installed*	\$ 550 _____

Note: Anything over 24" box size will be paid at the contractual hourly rate for labor, and materials at cost plus a 15% mark-up.

*These prices are based on the maintenance wages as determined by the DIR.

*These prices are for standard plant materials excluding premium plant material.



Our Core Values – Safety • Teamwork • Quality • Integrity

Page 1

Exhibit "C"

EXHIBIT “C”

M A R I P O S A

L A N D S C A P E S I N C

February 21, 2025

Mariposa Landscapes, Inc. Rights of Way Maintenance Rates

Please see below for Rights of Way Maintenance Rates with notes in red:

Rights of Way Maintenance Rates

From time to time, the Contractor may be called upon to assist with the maintenance of Rights of Way (ROW) in order to ensure public safety and maintain clear visibility. These requests will be made on an as-needed basis, with the scope of work determined by the specific requirements of each situation. Typical duties may include, but are not limited to, the removal of excessive blow sand, controlling the growth of weeds, trimming overgrown vegetation, clearing debris, and performing general maintenance to preserve the integrity and accessibility of the ROW. The Contractor will be expected to act promptly to address these concerns to ensure the area remains safe and navigable for the public.

Line Item	Description	Unit Cost	Unit Cost
1	Supervisor	Hourly Rate	\$80.00
2	Spray Tech	Hourly Rate	\$68.00
3	Foreman	Hourly Rate	\$65.00
4	Laborer	Hourly Rate	\$48.00
5	Traffic Control	Cost	\$1,320.00 *Contingent upon job , please see below
6	Materials	Cost	\$500.00 *Contingent upon job , please see below
7	Equipment Rentals	Cost	\$1,000.00 *Contingent upon job , please see below
8	Dump Fees	Cost	\$1,000.00 *Contingent upon job , please see below

Regarding 5 - 8 above for the Rights of Way Maintenance:

The rates for Traffic Control, Materials, Equipment Rentals, and Dump Fees were submitted as placeholders due to the OpenGov submittal portal's requirement for numerical entries only. We remain committed to providing more accurate pricing for each additional work project assigned to us. For these projects, our pricing model will be based on actual costs plus a 15% markup.



Our Core Values – Safety • Teamwork • Quality • Integrity

Page 2

Exhibit “C”

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert (hereinafter referred to as "City") has awarded to Mariposa Landscaping, Inc., (hereinafter referred to as the "Contractor") an agreement for Landscape Maintenance Area No. 2 Project, Project No. MLS00009 Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated April 24, 2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Mariposa Landscaping, Inc., the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the annual sum of **Three Hundred Ninety-Three Thousand Five Hundred Eighty-Eight Dollars, (\$393,588.00)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, 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 the Contractor, 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 and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, 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 shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law, or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

Exhibit "C"

Contract No. _____

- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed 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 to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: _____

Title: _____

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(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)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment**Contract No.** _____

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

Title(s)

- | | |
|-----------------------------------------------|----------------------------------|
| <input type="checkbox"/> Partner(s) | <input type="checkbox"/> Limited |
| | <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney-In-Fact | |
| <input type="checkbox"/> Trustee(s) | |
| <input type="checkbox"/> Guardian/Conservator | |
| <input type="checkbox"/> Other: | |

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment**Contract No.** _____

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STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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Title(s)

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☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document_____
Number of Pages_____
Date of Document_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS That

WHEREAS, the City of Palm Desert (hereinafter designated as the "City"), by action taken or a resolution passed April 24, 2025, has awarded to Mariposa Landscapes, Inc., hereinafter designated as the "Principal," a contract for the work described as follows:

Landscape Maintenance Area No. 2 Project, Project No. MLS00009 (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated April 24, 2025, ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal annual sum of **Three Hundred Ninety-Three Thousand Five Hundred Eighty-Eight Dollars, (\$393,588.00)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall insure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

Contract No. _____

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: _____

Title: _____

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment**Contract No.** _____

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STATE OF CALIFORNIA

COUNTY OF _____

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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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

Title(s)
☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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COUNTY OF _____

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Title or Type of Document

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Number of Pages

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.



City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Deputy Director
73-510 Fred Waring Drive, Palm Desert, CA 92260

[MARIPOSA LANDSCAPES, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-146

[Landscape Maintenance Area \(LMA\) No. 2](#)

RESPONSE DEADLINE: January 6, 2025 at 5:00 pm

Report Generated: Monday, January 13, 2025

Mariposa Landscapes, Inc. Response

CONTACT INFORMATION

Company:

Mariposa Landscapes, Inc.

Email:

estimating@mariposa-ca.com

Contact:

Larry Rudd

Address:

6232 Santos Diaz St.
Irwindale, CA 91702

Phone:

(626) 960-0196 Ext: 2730

Website:

www.mariposa-ca.com

Submission Date:

Jan 6, 2025 9:39 AM (Pacific Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Dec 16, 2024 1:30 PM by Larry Rudd

QUESTIONNAIRE

1. Proposal (WITHOUT COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized, and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

A. Cover Letter

1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

B. Experience and Technical Competence

1. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

C. Firm Staffing and Key Personnel

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.

2. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

D. Proposed Method to Accomplish the Work

1. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

Palm_Desert_RFP_LMA_2_-_MLI.pdf

2. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

3. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database

592268

[Click to Verify](#) *Value will be copied to clipboard*

4. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000005079

[Click to Verify](#) *Value will be copied to clipboard*

5. Type of Business*

S Corporation (if corporation, two signatures are required)

6. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

**Mariposa Landscapes Inc.
Pending and Settled Litigation**

Name	Claim/Case No.	Date	Court	Status	Type
Flores v. City of Burbank	19STCV02043	January 22, 2019	Superior, Los Angeles	Dismissed	GL
Hansell V City of Rancho Cucamonga	CIVDS1725721	February 21, 2019	Superior, San Bernardino	Dismissed 05-21-20	GL
Aronson v. City of Palm Springs	PSC1902825	April 24, 2019	Superior, Riverside	Dismissed	GL
Garcia v. Hai	20STCV33096	August 28, 2020	Superior, Los Angeles	Dismissed	GL
M. Acosta v Mariposa Landscapes Inc.	56-2021-00549651	January 20, 2021	Superior, Ventura	Pending	Emp
J. Rivera v. Mariposa Landscapes Inc.	56-2021-00549647	January 20, 2021	Superior, Ventura	Pending	Emp
A. Moctezuma v. Mariposa Landscapes Inc.	56-2021-00549650	January 20, 2021	Superior, Ventura	Pending	Emp
J. Farias v. Mariposa Landscapes Inc.	21PSCV00402	May 17, 2021	Superior, Los Angeles	Pending	Emp
Mabus v. City of Newport Beach	30-2021-01221557	September 16, 2021	Superior, Orange	Dismissed	GL
Allen v. Mariposa Landscape	21STCV37080	October 7, 2021	Superior, Los Angeles	Pending	GL
Milliken v. City of Corona	CVR1220046	January 6, 2022	Superior, Riverside	Pending	GL
Okeke v. County of Los Angeles	22STCV10713	May 5, 2022	Superior, Los Angeles	Dismissed	GL
Farmers Ins v Mariposa Landscapes	CIVSB2212231	June 13, 2022	Superior, San Bernardino	Dismissed	GL
Calderon v. Mariposa Landscapes	22STCV19397	June 14, 2022	Superior, Los Angeles	Pending	Emp
Salmeron v. City of Corona	CVR12204878	November 04, 2022	Superior, Riverside	Pending	GL

7. Changes to Agreement*

The City standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "**N/A**"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may effect the City's decision to enter into an Agreement.

N/A

8. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "**N/A**").

N/A

9. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

Project_Team_Resumes_-_MLI.pdf

10. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address
- D. Email Address
- E. Phone Number

- A. Terry Noriega
- B. President
- C. 6232 Santos Diaz St., Irwindale, CA 91702
- D. estimating@mariposa-ca.com
- E. (626) 960-0196

- A. Antonio Valenzuela
- B. Secretary
- C. 6232 Santos Diaz St., Irwindale, CA 91702
- D. estimating@mariposa-ca.com
- E. (626) 960-0196

11. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*
Confirmed

PRICE TABLES

CONTRACTORS PROPOSAL PRICE BY LOCATION

Line Item	Site Description	Quantity	Unit of Measure	Monthly Unit Price	Annual Total
1	El Dorado Drive: Medians from Country Club Drive to Hovley Lane East	12	Months	\$1,443.00	\$17,316.00

[MARIPOSA LANDSCAPES, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2024-RFP-146

Landscape Maintenance Area (LMA) No. 2

Line Item	Site Description	Quantity	Unit of Measure	Monthly Unit Price	Annual Total
2	COUNTRY CLUB DRIVE MEDIANS AND PLANTER: • Medians between Washington Street and Monterey Avenue • Excluding section along north perimeter of the Villa Portofino development • “Pork chop” planter on northwest corner at Washington Street	12	Months	\$7,215.00	\$86,580.00
3	FRANK SINATRA DRIVE MEDIANS: Medians between Monterey Avenue and Eldorado Drive	12	Months	\$4,810.00	\$57,720.00
4	DINAH SHORE DRIVE MEDIANS between Monterey Avenue and Key Largo	12	Months	\$240.00	\$2,880.00
5	GERALD FORD DRIVE MEDIANS AND PLANTER: • Medians between Monterey Avenue and Frank Sinatra Drive • “Pork chop” planter on southwest corner at Cook Street	12	Months	\$4,810.00	\$57,720.00
6	WASHINGTON STREET OFF/ON RAMPS at Interstate 10	12	Months	\$3,126.00	\$37,512.00
7	UNIVERSITY PARK CENTER MEDIANS AND ROUNDABOUTS: • College Drive medians and roundabouts between Frank Sinatra Drive and Portola Avenue • Pacific Avenue medians between Gerald Ford Drive and College Drive • University Park Drive medians between Cook Street and College Drive • Technology Drive medians between College Drive and Gerald Ford Drive	12	Months	\$1,925.00	\$23,100.00
8	ACADEMY LANE EAST: • Planters on Shepherd Lane and Portola Avenue to extend of boundary	12	Months	\$240.00	\$2,880.00
9	WINDFLOWER COURT: • Planters on Shepherd Lane and Portola Avenue	12	Months	\$240.00	\$2,880.00
TOTAL					\$288,588.00

RIGHTS OF WAY MAINTENANCE RATES

[MARIPOSA LANDSCAPES, INC.] RESPONSE DOCUMENT REPORT

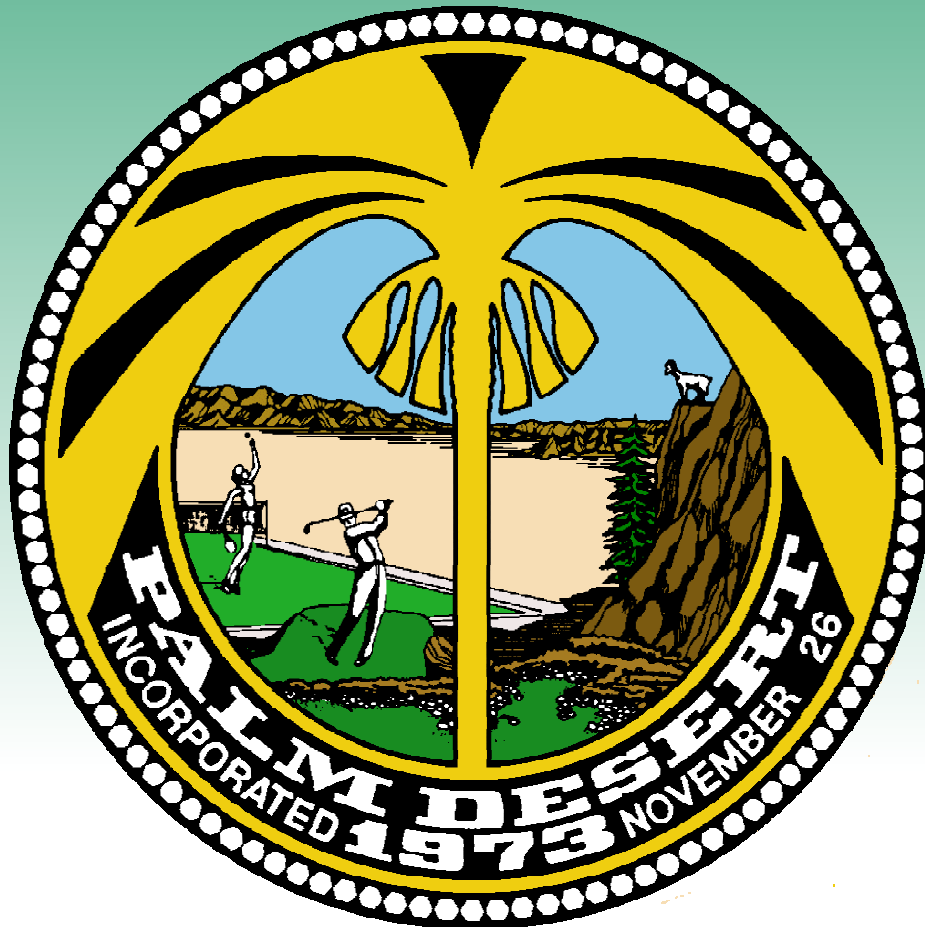
Request For Proposal - Landscape Maintenance Area (LMA) No. 2

Page 8

From time to time, the Contractor may be called upon to assist with the maintenance of Rights of Way (ROW) in order to ensure public safety and maintain clear visibility. These requests will be made on an as-needed basis, with the scope of work determined by the specific requirements of each situation. Typical duties may include, but are not limited to, the removal of excessive blow sand, controlling the growth of weeds, trimming overgrown vegetation, clearing debris, and performing general maintenance to preserve the integrity and accessibility of the ROW. The Contractor will be expected to act promptly to address these concerns to ensure the area remains safe and navigable for the public.

Line Item	Description	Unit Cost	Unit Cost
1	Supervisor	Hourly Rate	\$80.00
2	Spray Tech	Hourly Rate	\$68.00
3	Foreman	Hourly Rate	\$65.00
4	Laborer	Hourly Rate	\$48.00
5	Traffic Control	Cost	\$1,320.00
6	Materials	Cost	\$500.00
7	Equipment Rentals	Cost	\$1,000.00
8	Dump Fees	Cost	\$1,000.00

Landscape Maintenance Proposal



Landscape Maintenance Area (LMA) No. 2

Due Date: January 6, 2024 at 5:00pm



M A R I P O S A

L A N D S C A P E S I N C 686

M A R I P O S A L A N D S C A P E S I N C

December 30, 2024

A. Cover Letter

City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
Attn: Melanie Slater
(760) 776-6447

RE: Request for Proposal, Landscape Maintenance Area (LMA) No. 2

Mariposa Landscapes, Inc. has continuously been in business since 1977. Growing from a single truck in Rosemead, California to a fleet of trucks and equipment with over 800 employees covering all Southern California and Arizona. With over 95 awards for project excellence, we take pride in the quality of our work and thrive on keeping our company as one of the most recommended in the industry. Our steady record of customer satisfaction has allowed us to maintain positive relationships with our clients.

We bring decades of knowledge and in-depth experience to every landscape entrusted to our care. Building long-lasting relationships with our clients is important to us. We understand and respect your goals and do everything in our power to assure the well-being of your properties.

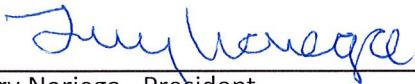
We value open, honest communication, ongoing staff training, and new methods and technologies that will help us do the best job possible. While we always appreciate the accolades we receive, seeing our customers enjoy a well-executed and thriving landscape is still the most rewarding part of our work.

Our motto is engrained in the culture of our company...

*We blend Nature and Craftsmanship to Create Ultimate Outdoor Settings
and Extremely Satisfied Customers.*

We would be honored to work for you and beautify your properties to their ultimate potential.

Sincerely,



Terry Noriega - President

Executive Summary

Mariposa Landscapes, Inc. offers the City of Palm Desert unique qualifications with a high level of experience to fulfill all requirements of this RFP. Our goal is to provide professional maintenance services with an emphasis on excellent results. Results are what we, as a contractor and the City of Palm Desert, will ultimately be judged by. We intend to provide clean, safe, and well-maintained areas that the City of Palm Desert and its residents can be proud of.

Approach

All required services for the City of Palm Desert will be provided from our Bermuda yard, located approximately 6 miles from the City of Palm Desert's City Hall. Prior to the commencement of contract work, we will thoroughly inspect and document deficiencies. After this is completed for each location, we will provide a detailed list and include a proposal for restoring the area to its original condition if applicable.

During the meeting, the Account Manager communicates the work task quality requirements and reinforces heightened awareness for critical requirements. Topics for the meeting include:

- Project requirements per specifications.
- Record keeping documents and availability of necessary forms.
- Review methods, sequence of work tasks, and timeline.

Preparatory Site Inspection

The Account Manager will perform a quality inspection of the work area and:

- Assess the required work to be done per specifications.
- Verify field measurements.
- Assure availability of required equipment and materials to complete the project.
- Identify potential problems and develop an action plan to resolve them.

Scheduling

Mariposa Landscapes, Inc. will submit a detailed schedule that includes all routine activities. After submission and approval of this schedule, we will be ready to start work.

Commitment to Excellence

Our commitment to excellence is reflected in our proactive approach to maintenance and our dedication to continuous improvement. We will regularly review our processes and outcomes to ensure we are meeting the highest standards of quality and efficiency. By maintaining open communication with the City of Palm Desert, we aim to build a strong partnership based on trust and mutual respect.

Authorized individual to negotiate agreement terms and compensation:

Terry Noriega, President | 6232 Santos Diaz St. Irwindale, CA 91744 | (626) 960-0196



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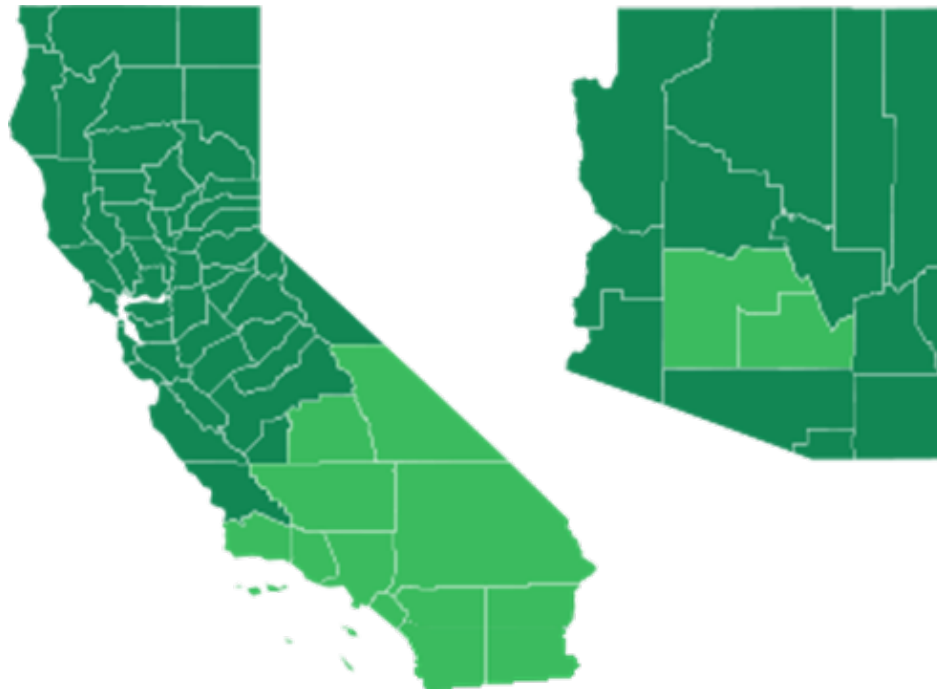


B. Experience and Technical Competence

1. Background

Mariposa is a landscape contractor working in both Southern California and Arizona.

With our experienced and dedicated staff professionals, we have developed a long history of excellence performing work on hundreds of landscape construction, maintenance and tree care projects.



Current areas of operation.

Highlights

- Over 45 years in business
- Contractor's license in two states
- Over 800 employees
- Insured – \$1 million workers comp, \$10 million in aggregate general liability limit
- \$100 million in bonding capacity
- Over 95 awards for project excellence



Company Values



Safety This is the primary foundation of our company. We emphasize “safety first” on every worksite and in all our training programs. Our employees are taught to be aware of, and responsible for, safety at all times. We strive to prevent injuries and accidents, as well as provide a safe environment for staff and customers alike.

Teamwork We work together, seeking input from all team members to organize our efforts for the greater good. We always remain open to change, embracing new methods and techniques to achieve the highest levels of quality and efficiency. We are considerate of team members, provide support, and encourage their growth, resulting in the ultimate outcome for the team.

Quality We are committed to bringing the best possible quality for our customers and their properties and projects. We provide prompt service, expert workmanship, and superior products. We take pride in meeting or exceeding expectations. Our ultimate goal is to deliver excellent value for our clients’ investment.

Integrity We are honest and open in our communications, building deep trust and confidence in all of our relationships. We value the dedication and contribution of each person. The overall well-being of our employees, customers and vendors is important to us.



Proposer Identification

Legal Name: Mariposa Landscapes, Inc.

Street/Mailing Address: 6232 Santos Diaz St., Irwindale, CA 91702

Telephone Number: (626) 960-0196

Fax Number: (626) 960-8477

Proposal Contact Email Address: estimating@maiposa-ca.com

Proposal contact: Eduardo Salmeron

President: Terry Noriega

California Corporation: C1469653

California Employer ID: 368-4753-1

Date Incorporated: January 26th, 1981

Licenses & Certificates

<i>Contractors State License:</i>	592268	C27, A, C61/D49, C31
<i>Qualified Applicators License:</i>	103864	ABCDEFH
<i>Pest Control Adviser License:</i>	74416	ABCDEG
<i>Pest Control Business License:</i>	30977	
<i>Irwindale Business License:</i>	000538	
<i>Supplier Clearinghouse MBE:</i>	94HS0050	
<i>City of Los Angeles MBE:</i>	561730	
<i>City of Los Angeles LBE:</i>	37858	
<i>LA County MBE:</i>	89126	
<i>LA Co. Agricultural Pest Control</i>	1000279	
<i>Certified Arborist:</i>	WE-1182A	

Minority Business Enterprise

MBE Certification, File No. CCA-7150 for the City of Los Angeles, The Women and Minority Business Enterprise Clearing house has audited and verified our eligibility as a MBE pursuant to the California Public Utilities Commission General Order 156.

Financial Resources

Mariposa has been capable of meeting all financial obligations for over 45 years. A strong balance sheet supports \$100 Million bonding capacity.

Green Waste Processing Capability

Mariposa Landscapes, Inc. has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites. Mariposa currently uses hybrid vehicles and electric equipment where required. Mariposa notifies all project managers of the green initiatives prior to the award of contract.



Our Services

Landscape Maintenance

- Private, Commercial, Public Works and Homeowner Associations
- Large Scale Mowing Operations
- Comprehensive Irrigation Planning & Management.
- Environmentally Friendly Integrated Pest Management.
- Year-round Fertilization Application.
- Baseball Field Prep and Athletic Turf Maintenance.
- Porter Services and Color Design.
- Parking Lot Sweeping



Tree Care

- On-site Diagnosis and Tree Work Recommendations
- Consultative Services with Certified Arborists.
- Development of Long-term Tree Care Programs.
- Large-scale Tree Trimming Removal.
- Diagnosis/Treatment of Tree Diseases and Pest Problems.
- Stump Grinding and Disposal of Trimmings.
- GIS Tree mapping and asset management
- Certified Workers & Comprehensive Insurance Coverage.



Landscape Construction

- Site Preparation, Demolition, Grading and Drainage.
- Irrigation Systems Installation, Repairs & Upgrades.
- Computerized Irrigation Central Control Systems.
- Irrigation Pump Installation.
- Native Plant Restoration and Habitat Rehabilitation.
- Park construction and Athletic Field installations.
- Tree, Shrub, & Ground-cover planting.



Hardscape Construction

- Concrete Poured-in-Place, Stamped and Seat Walls.
- Flagstone, Tile, Masonry and Block Walls.
- Drainage and Overhead Construction.
- Water Feature Pond Installation & Repair.
- Monuments and Signage.
- Low Voltage Lighting Design and Installation.



WATER CONSERVATION

Our performance backs our promises



“ Thank you for helping us **get through the drought**. Your staff worked hard to meet our **water reduction goals** while keeping our sites **aesthetically pleasing**.”

-CITY OF GLENDALE

Maintain an attractive landscape with less water. Our Certified technicians can evaluate your irrigation and provide practical recommendations.

We offer weather-driven irrigation controllers and drought-tolerant landscape conversions. Our computerized tracking system allow us to quickly diagnose and fix problems, saving you water and money.

DESIGN IMPLEMENTATION

Bringing your vision to life

We partner with you to achieve a common goal success.

From simple to complex projects, we coordinate our vast array of services to create the project you envision.

Award-winning craftsmanship, in depth knowledge and high standards of professionalism are applied to every level of work.

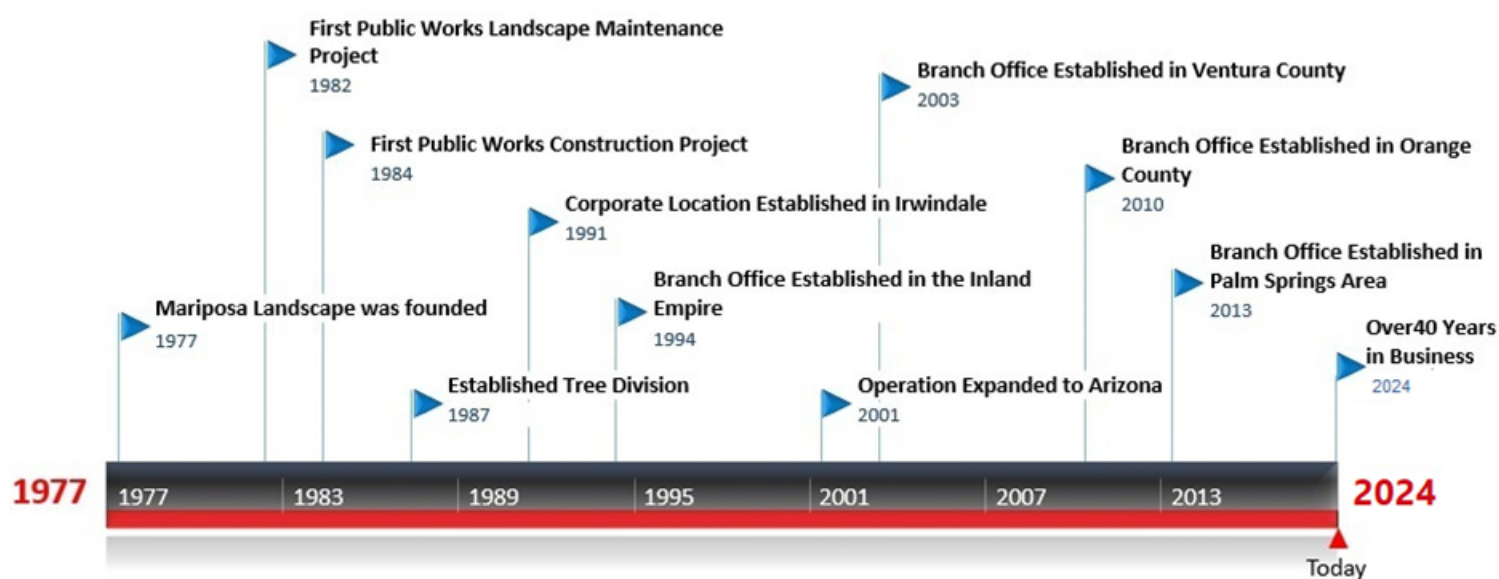


Our Core Values – Safety • Teamwork • Quality • Integrity

Office Locations

Los Angeles County 15529 Arrow Highway Irwindale, CA 91706 Phone 626 960-0397 Fax 626 960-3809	Orange County 1107 E. Walnut St Santa Ana, CA 92701 Phone 626 960-0196 Fax 626 960-8477	San Bernardino County 11093 Almond Avenue Fontana, CA 92335 Phone 909 429-2546 Fax 909 429-2749
Riverside County 13333 S. Central Ave Chino, CA 91710 Phone 626 960-0196 Fax 626 960-8477	L.A. – South Bay 1650 W 130 th St Gardena, CA 90248 Phone 626 960-0196 Fax 626 960-8477	North L.A. & Ventura 4790 E. Los Angeles Ave. Somis, CA 93066 Phone (800) 794-9458 Fax 805-386-4140
Palm Springs 78355 Darby Rd Bermuda Dunes, CA 92203 Phone 626 960-0196 Fax 626 960-8477	San Diego County 1833 Oceanside Blvd. Oceanside, CA 92054 Phone 626 960-0196 Fax 626 960-8477	Arizona 7677 N. 67 th Avenue Glendale, AZ 85301 Phone 623 463-2200 Fax 623 463-2223

Mariposa Landscapes, Inc. – Over 40 years of Excellence!



2. References

Here at Mariposa Landscapes, Inc. we take pride in our work and thrive on keeping our company as one of the most recommended in the industry. Our steady record of customer satisfaction has allowed us to maintain positive relationships with our clients. Below are some cities for which we provide landscape maintenance services.

Coachella Valley Water District	Term: 2019-Current
Landscaping Maintenance Services	
Landscape Maintenance: Plant litter and trash control, weed/pest control, plant maintenance, tree maintenance, hardscape and decomposed granite planter areas, and irrigation system maintenance.	\$476,160 Per Yr.
Mike Munoz, Landscape Supervisor (760) 578-6471 mmunoz@cvwd.org	

City of Desert Hot Springs	Term: 2019-Current
Landscape Maintenance and Operation for LMD and DD for Zone 1 & Zone 2	
Landscape Maintenance: Weed removal, chemical weed control, plant replacement, fertilization, hedge pruning/trimming, irrigation maintenance, irrigation repair, irrigation system testing, trash/debris pick-up, clearing walk ways.	\$188,136 Per Yr.
Nicholas Haecker, Public Works Director (661) 902-9987 nhaecker@cityofdhs.org	

City of Banning	Term: 2022-2023
Landscape Maintenance Parks	
Landscape Maintenance - Turf management, shrub bed maintenance, tree care and pruning, fertilization, environmental weed and pest control program, irrigation and operations for various locations.	\$92,399 Per Yr.
Ralph Wright, Parks and Recreation Director (909) 219-0980 rwright@banningca.com	

City of Moreno Valley	Term: 2012-Current
Landscaping Services	
Landscape Maintenance of City Parks, Medians and Parkways- Irrigation, aeration, fertilization, mowing, edging, pruning, weed control, pest control and debris removal.	\$241,628 Per Yr.
Dan Monto, Landscape Supervisor (951) 413-3485 danielm@moval.org	



C. Firm Staffing and Key Personnel

1. Staffing

Anticipated Approach

No. of Employees	Job Titles	Description of Work
		Supervision
1	Field Supervisor	They will oversee the operations of the crews, ensuring they work efficiently and safely. You'll keep in touch with account managers and customers to update them on job progress and quality.
		Shrub and Ground Cover Pruning Crew
1	Foreman	The foreman will be responsible for carrying out the daily litter pickup. This includes driving the whole entire site and removing all litter, dog droppings and dumped items. Also, it includes blowing down sidewalks. The foreman will be onsite daily Monday through Friday and will be responsible for making sure all tasks as completed per specifications. Also, it includes documenting and communicating work reports and hazardous conditions.
1	Laborers	The laborers assigned to this contract will be responsible for assisting with all routine tasks.
		Raking / Shrub and Ground Cover Pruning
1	Foreman	The foremen will be responsible for carrying out the pruning schedule and DG raking. This includes all pruning of shrubs and ground cover as well as documenting and communicating work reports and hazardous conditions. The foremen will be in direct contact with the Account Manager.
1	Laborer	The laborers assigned to this contract will be responsible for assisting all routine pruning tasks, including all pruning of shrubs and ground cover.
		Irrigation
1	Irrigation Technician	The irrigation technician will be responsible for all irrigation repairs and monitoring. They will report directly to Account Manager.

*Crew contingent, may change upon contract signing; however, assigned employees will be of comparable experience. We are committed to delivering exceptional service and are prepared to provide additional personnel as needed to meet your city's requirements.



2. Key personnel

Mariposa Landscapes has the experience and capacity to provide additional personnel as needed. Our many successful years in providing similar maintenance services for the public entities, enables us to be the most responsive and qualified firm who will be committed to providing the best level of service in maintaining the public areas and facilities of the City of Palm Desert.

Luis Valenzuela, Landscape Maintenance Division Manager

Experience

Luis has over 25 years' experience in the landscape industry. He has progressed steadily up the ranks in Mariposa to move from laborer to Manager over landscape maintenance Operations.

Licenses & Certifications

- Qualified Applicator License, Category B
- **Certified Landscape Technician**, Irrigation
- ISA Certified Arborist WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Ongoing Training

- Constant on-going OSHA safety training



Andres Perez – Account Manager

- 25+ years of experience in the landscape industry
- Qualified Applicator License, Category B
- Certified Landscape Technician, Irrigation
- Certificate – Irrigation Design
- Certificate – Irrigation Troubleshooting
- CVAG Overseeding Certificate

Obed Mendez – Field Supervisor

- 18 years of experience in Landscape Maintenance
- Qualified Applicator License: category B

TBD – Foreperson

- Minimum of 5 years of experience in the landscape industry

TBD – Laborer

- Minimum of 1 year of experience in the landscape industry with knowledge in landscape irrigation troubleshooting and repair

TBD – Irrigator

- Minimum of 5 years of experience in the landscape industry



3. Team Organization

Names	Role and Responsibility
	Account Manger
Andres Perez	Andres is the go-to person for project management, acting as the main contact with the City and will be in close communication with the foreman and field supervisor. He handles all aspects of project management, prioritizing safety, high-quality work, operational efficiency, and outstanding customer service. Andres also conducts walk-throughs to ensure punch lists are completed and makes improvements to enhance the quality of work.
	Field Supervisor
Obed Mendez	He will oversee the operations of the crews, ensuring they work efficiently and safely. You'll keep in touch with account managers and customers to update them on job progress and quality.
	Foreperson
TBD	This person will be responsible for daily litter pickup, which includes driving the entire site to remove litter, dog droppings, and dumped items, as well as blowing down sidewalks. They will be onsite Monday through Friday, handling all tasks per specifications, and documenting and communicating work reports and hazardous conditions. Additionally, a foremen will manage the pruning schedule and DG raking, including pruning shrubs and ground cover. They will also document and communicate work reports and hazardous conditions, maintaining direct contact with the Account Manager & Field Supervisor.
	Laborer
TBD	The laborers assigned to this contract will be responsible for assisting with all routine tasks.
	Irrigation Technician
TBD	The irrigation technician will be responsible for all irrigation repairs and monitoring. They will report directly to Account Manager.

4.Subcontractors

Mariposa Landscapes, Inc., hereby confirms that all required work will be conducted by Mariposa Landscapes, Inc.'s own work crews and no subcontractors will be used for this contract.



D. Proposed Method to Accomplish the Work

1. Describe the technical and management approach to providing the services to the city.

Project Startup and Quality Control Coordination Meeting

The Project Estimator and the Account Manager will review the project specifications and visit the project site(s) to develop a work plan for completing the project according to specifications. A meeting, including the Account Manager and key personnel responsible for the work, will be held to discuss and coordinate how the project will be executed.

Documentation

Before starting contract work, we will thoroughly inspect and document any deficiencies. Once this is completed for each location, we will provide a detailed list and, if applicable, a proposal for restoring the area to its original condition. During the meeting, the Account Manager will communicate the quality requirements for the tasks and emphasize the importance of critical requirements. Topics for the meeting will include:

- Project requirements per specifications
- Record-keeping documents and availability of necessary forms
- Review of methods, sequence of work tasks, and timeline

Preparatory Site Inspection

The Account Manager will perform a quality inspection of the work area to:

- Assess the required work per specifications
- Verify field measurements
- Ensure the availability of required equipment and materials
- Identify potential problems and develop an action plan to resolve them

Scheduling

Mariposa Landscapes, Inc. will submit a detailed schedule that includes all routine activities. After submission and approval of this schedule, we will be ready to start work.

Labor

Our proposal is designed to provide full-time employees to the project on a year-round basis. Our goal is to deliver professional results, so we will assign the appropriate and trained crew necessary to complete the specified activities in a professional and timely manner. The appropriate labor will be assigned for every aspect of the work to achieve the desired results.



Work Plan

All workers and crews assigned to the City of Palm Desert contracts will arrive at various locations within the city according to the tasks and schedule, which will be submitted at the start of the contract.

General / Daily Maintenance Tasks, such as trash and litter removal, can liner change-outs, visual inspections, and other routine tasks, will be performed by on-site workers.

Specialty Areas / Tasks and less frequent tasks will be handled by both on-site workers and other Mariposa crews assigned to this contract.

Weed control - will involve both manual methods and chemical applications. Manual weed control will be carried out by the designated crew, while chemical applications requiring certifications will be performed by qualified crew members (e.g., QAC, QAL).

Landscape Maintenance Tasks, including trimming and maintaining trees, shrubs, vines, and ground cover, will be performed by the crew designated to the contract. The on-site crew will handle all aspects of the maintenance requirements.

Please see next page for a sample schedule to achieve the scope of work.



Plant Litter / Trash Abatement	# of Frequencies	Jan. Week		Feb. Week		Mar. Week		Apr. Week		May Week		Jun. Week		Jul. Week		Aug. Week		Sept. Week		Oct. Week		Nov. Week		Dec. Week					
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Remove all plant litter	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Remove dog droppings	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Remove all debris and trash	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Blowing and or sweep sidewalks	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Pest Control / Plant Maintenance	# of Frequencies	Jan. Week		Feb. Week		Mar. Week		Apr. Week		May Week		Jun. Week		Jul. Week		Aug. Week		Sept. Week		Oct. Week		Nov. Week		Dec. Week					
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Weed abatement	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Gopher abatement	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Fruit set control on olive trees	Annually						X																						
Prune shrubs, hedges ground covers	Bi-Weekly	X				X				X				X				X				X				X			
Remove accumulated litter under plant material	Bi-Weekly	X				X				X				X				X				X				X			
Safety-prune plant material	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Remove plant flower stalks	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Trees	# of Frequencies	Jan. Week		Feb. Week		Mar. Week		Apr. Week		May Week		Jun. Week		Jul. Week		Aug. Week		Sept. Week		Oct. Week		Nov. Week		Dec. Week					
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Safety-prune and remove suckers	Bi-Weekly / As-needed	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
HARDSCAPE AND DECOMPOSED GRANITE (DG) AREAS	# of Frequencies	Jan. Week		Feb. Week		Mar. Week		Apr. Week		May Week		Jun. Week		Jul. Week		Aug. Week		Sept. Week		Oct. Week		Nov. Week		Dec. Week					
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rake planter and all DG areas and remove debris from cobble	Bi-Weekly	X				X				X				X				X				X				X			
Wash monuments and signs	Quarterly	X												X															
Irrigation System Inspections	# of Frequencies	Jan. Week		Feb. Week		Mar. Week		Apr. Week		May Week		Jun. Week		Jul. Week		Aug. Week		Sept. Week		Oct. Week		Nov. Week		Dec. Week					
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Irrigation inspection, adjustment, and repair	Bi-Weekly / As-needed	X				X				X				X				X				X				X			



Project Team Resumes

Mariposa Landscapes has the experience and capacity to provide additional personnel as needed. Our many successful years in providing similar maintenance services for the public entities, enables us to be the most responsive and qualified firm who will be committed to providing the best level of service in maintaining the public areas and facilities of the City of Palm Desert.

Luis Valenzuela, Landscape Maintenance Division Manager

Experience

Luis has over 25 years' experience in the landscape industry. He has progressed steadily up the ranks in Mariposa to move from laborer to Manager over landscape maintenance Operations.

Licenses & Certifications

- Qualified Applicator License, Category B
- **Certified Landscape Technician**, Irrigation
- ISA Certified Arborist WE-8713A
- Certification – Effective Business Leadership & Development – PDC/GCC

Ongoing Training

- Constant on-going OSHA safety training



Andres Perez – Account Manager

- 25+ years of experience in the landscape industry
- Qualified Applicator License, Category B
- Certified Landscape Technician, Irrigation
- Certificate – Irrigation Design
- Certificate – Irrigation Troubleshooting
- CVAG Overseeding Certificate

Obed Mendez – Field Supervisor

- 18 years of experience in Landscape Maintenance
- Qualified Applicator License: category B

TBD – Foreperson

- Minimum of 5 years of experience in the landscape industry

TBD – Laborer

- Minimum of 1 year of experience in the landscape industry with knowledge in landscape irrigation troubleshooting and repair

TBD – Irrigator

- Minimum of 5 years of experience in the landscape industry



M A R I P O S A

L A N D S C A P E S I N C

February 21, 2025

Mariposa Landscapes, Inc. Extra Work Pricing Breakdown

Please see below for the Additional Pricing Schedule with notes in red:

ADDITIONAL WORK PRICING SCHEDULE

AMOUNTS **NOT** TO BE INCLUDED IN BASE BID

LABOR

Additional Laborer	<u>\$48</u> per hour
Additional Irrigator	<u>\$70</u> per hour
Additional Foreman	<u>\$65</u> per hour

At City's discretion, additional work may be paid for using the contractual hourly rate for labor listed above with a 15% mark up on materials or by using the unit pricing listed below.

PLANT MATERIAL REPLACEMENT

Unless otherwise described, replacement plant material will be whatever is normal and customary for the City of Palm Desert.

1-Gallon Shrub Installed	<u>\$ 17.5</u>
5-Gallon Shrub Installed	<u>\$45</u>
15-Gallon Tree Installed*	<u>\$ 150</u>
24"-Box Tree Installed*	<u>\$550</u>

Note: Anything over 24" box size will be paid at the contractual hourly rate for labor, and materials at cost plus a 15% mark-up.

*These prices are based on the maintenance wages as determined by the DIR.

*These prices are for standard plant materials excluding premium plant material.



M A R I P O S A

L A N D S C A P E S I N C

February 21, 2025

Mariposa Landscapes, Inc. Rights of Way Maintenance Rates

Please see below for Rights of Way Maintenance Rates with notes in red:

Rights of Way Maintenance Rates

From time to time, the Contractor may be called upon to assist with the maintenance of Rights of Way (ROW) in order to ensure public safety and maintain clear visibility. These requests will be made on an as-needed basis, with the scope of work determined by the specific requirements of each situation. Typical duties may include, but are not limited to, the removal of excessive blow sand, controlling the growth of weeds, trimming overgrown vegetation, clearing debris, and performing general maintenance to preserve the integrity and accessibility of the ROW. The Contractor will be expected to act promptly to address these concerns to ensure the area remains safe and navigable for the public.

Line Item	Description	Unit Cost	Unit Cost
1	Supervisor	Hourly Rate	\$80.00
2	Spray Tech	Hourly Rate	\$68.00
3	Foreman	Hourly Rate	\$65.00
4	Laborer	Hourly Rate	\$48.00
5	Traffic Control	Cost	\$1,320.00 *Contingent upon job , please see below
6	Materials	Cost	\$500.00 *Contingent upon job , please see below
7	Equipment Rentals	Cost	\$1,000.00 *Contingent upon job , please see below
8	Dump Fees	Cost	\$1,000.00 *Contingent upon job , please see below

Regarding 5 - 8 above for the Rights of Way Maintenance:

The rates for Traffic Control, Materials, Equipment Rentals, and Dump Fees were submitted as placeholders due to the OpenGov submittal portal's requirement for numerical entries only. We remain committed to providing more accurate pricing for each additional work project assigned to us. For these projects, our pricing model will be based on actual costs plus a 15% markup.





M A R I P O S A

L A N D S C A P E S I N C

City of Palm Desert

Attention: Brad Chuck, Public Works Superintendent

73510 Fred Waring Drive, Palm Desert, CA 92260

Phone: (760) 776-6482

E-mail: bchuck@palmdesert.gov

First and foremost, we would like to express our sincere gratitude to the City of Palm Desert for recommending us to the City Council for the LMA 1 and 2 contract. We remain committed to delivering the highest level of service to the City.

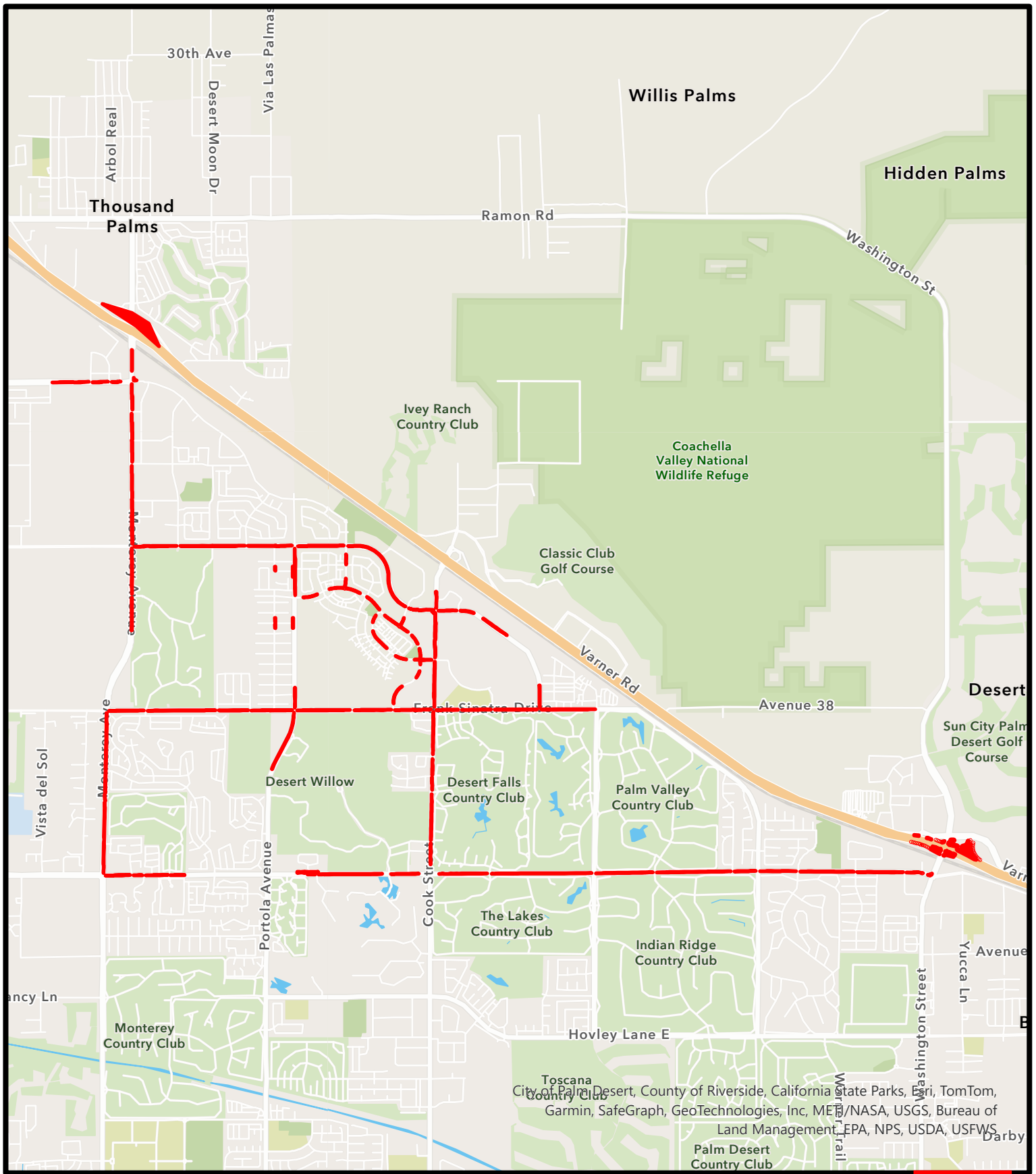
We understand that the City is seeking clarification regarding the price increases in the new contracts.

To maintain the schedule for litter control and weed management, we are adding one additional laborer to the team.

Furthermore, due to changes in the Scope of Work, we are including two irrigation technicians in the base bid—one for each LMA—to ensure all labor requirements for repairs and adjustments are met efficiently.

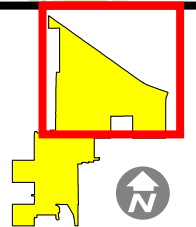
Sincerely,

Dave Widjaja, Chief Estimator



LMA 2

Date: 2024



VICINITY 707

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Austin Yapple, Accounting Manager

SUBJECT: PALM DESERT RECREATIONAL FACILITIES CORPORATION AUDITED
FINANCIAL REPORTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024

RECOMMENDATION:

Receive and file the Palm Desert Recreational Facilities Corporation's Annual Financial Report for the fiscal year ended June 30, 2024.

BACKGROUND/ANALYSIS:

Lance, Soll & Lunghard, LLP performed and completed the annual independent audit for the fiscal year ended June 30, 2024. In the auditor's opinion, the basic financial statements present fairly, in all material respects, the financial position of the Palm Desert Recreational Facilities Corporation (PDRFC) as of June 30, 2024, and the results of its operations of the year then ended are in accordance with accounting principles generally accepted in the United States of America. In conducting the audit, the auditors are also required to test the PDRFC's internal controls. Attached is the annual financial report, accompanied by the report issued by the auditors for the year ended June 30, 2024.

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. Palm Desert Recreational Facilities Corporation Annual Financial Report for Fiscal Year ended June 30, 2024.



**PALM DESERT RECREATIONAL
FACILITIES CORPORATION**
FOR THE YEAR ENDED JUNE 30, 2024

ANNUAL FINANCIAL REPORT WITH
REPORT ON AUDIT BY INDEPENDENT CERTIFIED
PUBLIC ACCOUNTANTS

Focused
on YOU



PALM DESERT RECREATIONAL FACILITIES CORPORATION

Annual Financial Report with Report on Audit
By Independent Certified Public Accountants

For the Year Ended June 30, 2024

PALM DESERT RECREATIONAL FACILITIES CORPORATION

Annual Financial Report with Report on Audit
By Independent Certified Public Accountants

For the Year Ended June 30, 2024

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Palm Desert Recreational Facilities Corporation
City of Palm Desert, California

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Palm Desert Recreational Facilities Corporation (the Corporation), a component unit of the City of Palm Desert, California, a component unit of the City of Palm Desert, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Corporation's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Palm Desert Recreational Facilities Corporation (the Corporation), as of June 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Corporation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Component Unit Reporting

As discussed in Note 1, the financial statements of the Corporation are intended to present the financial position, the changes in financial position, and, where applicable, cash flows of only that portion of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City that is attributable to the transactions of the Corporation. They do not purport to, and do not, present fairly the financial position of the City, as of June 30, 2024, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Directors
Palm Desert Recreational Facilities Corporation
City of Palm Desert, California

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed on the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



To the Board of Directors
Palm Desert Recreational Facilities Corporation
City of Palm Desert, California

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 27, 2025, on our consideration of the City's internal control over the Corporation's financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over the Corporation's financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over the Corporation's financial reporting and compliance.

LSL, LLP

Irvine, California
March 28, 2025

PALM DESERT RECREATIONAL FACILITIES CORPORATION

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2024

Our discussion and analysis of the financial performance of the Palm Desert Recreational Facilities Corporation (the Corporation), a component unit of the City of Palm Desert, provides an overview of the Corporation's financial activities for the fiscal year ended June 30, 2024. Please read it in conjunction with the Palm Desert Recreational Facilities Corporation's financial statements.

FINANCIAL HIGHLIGHTS

- Palm Desert Recreational Facilities Corporation's net position deficit was reduced to zero from \$1,063,311 in prior year through a designated contribution from the City.
- Palm Desert Recreational Facilities Corporation's gross sales of \$4,570,976 decreased by \$304,816 (6%) from the previous year.
- Palm Desert Recreational Facilities Corporation's gross profit decreased by \$196,405 (6%) from last year. The gross profit margin¹ increased by 1%.
- Palm Desert Recreational Facilities Corporation's cost of goods sold decreased by \$108,411 from \$1,342,255 to \$1,233,843.
- Palm Desert Recreational Facilities Corporation's *Selling and Administrative Expense Percentage*² increased from 72% to 76%.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and Statement of Revenues, Expenses and Changes in Net Position (on pages 9 and 10) provide information about the activities of the Palm Desert Recreational Facilities Corporation as a whole and present a long-term view of the Corporation's operations.

¹The gross profit margin is calculated by dividing gross profit by gross sales. The gross profit margin indicates how well sales are performing when compared to expectations and the industry. The corporation expected an industry gross profit margin of approximately 65%.

²The selling and administrative expense percentage is calculated by dividing the sum of the Maintenance & Operations and the General & Administrative costs by the gross sales. This percentage indicates how well the corporation's overhead is maintained in relation to sales. The goal is to arrive at overhead cost of approximately 64% or lower.

REPORTING THE COMPONENT UNIT AS A WHOLE

The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position:

Our analysis of the Palm Desert Recreational Facilities Corporation begins on page 5. The Corporation plays an independent, yet vital role in completing the overall project known as Desert Willow Golf Resort (a municipal golf course owned by the City of Palm Desert). The Corporation's only function is to provide the Food and Beverage operations at the Desert Willow Clubhouse. The restaurant operation within the environment of the golf industry is a necessary complement to a round of golf. The focus of our analysis of the Palm Desert Recreational Facilities Corporation's operations is the profitability of the food and beverage activities and tailoring the restaurant to meet the expectations of all golf enthusiasts alike.

What is the outcome for the food & beverage operations for this fiscal year? The Statement of Net Position and the Statement of Revenues, and the Expenses and Changes in Net Position report information about the Component Unit as a whole and about its activities. This report, along with the financial highlights noted above, illustrates the operations and the profitability of the food and beverage activities. These statements include all assets and liabilities of the Corporation using the *accrual basis of accounting*. With the accrual basis of accounting, all the current year's revenues are recognized when earned instead of received, and all expenses are recorded when incurred instead of when paid.

These two statements report on the Palm Desert Recreational Facilities Corporation's *net position* and *changes in net position*. Net position is the difference between assets and liabilities, which is one way to measure the Corporation's financial health, or *financial position*. Over time, *increases or decreases* in the Corporation's net position is an indication of whether its *financial health* is improving or deteriorating. To determine the profitability of the Corporation, consideration should also be given to other non-financial factors such as the changes in consumer spending as a direct result of the overall economic indicators, as well as changes in the significant industry factors such as price per golf round and level of tourism.

THE COMPONENT UNIT AS A WHOLE

The Palm Desert Recreational Facilities Corporation's net position deficit decreased by \$1,063,311 to zero after a contribution from the city at year-end. Food and beverage operations have resumed normal activities since the COVID-19 shutdowns, and the recovery of banquet events and organized group gatherings have been strong. While restaurant operations have been healthy, the Corporation continues to experience inflationary economic pressures and increased minimum wages for fiscal year ended June 30, 2024.

The restaurant's operations recognized a 6% decrease in gross revenues and a net decrease in overall expenditures of 1%, indicating that revenue-decline outpaced expense-decline by about 5% during the fiscal year.

Our analysis on the next page focuses on the Net Position (Table 1) and Changes in Net Position (Table 2) of the Corporation.

Table 1

PALM DESERT RECREATIONAL FACILITIES CORPORATION

CONDENSED STATEMENT OF NET POSITION

June 30, 2024

	2024	2023
ASSETS:		
Current assets	\$ 2,271,941	\$ 1,336,033
Noncurrent assets	2,422,902	2,494,164
TOTAL ASSETS	4,694,843	3,830,197
LIABILITIES:		
Current liabilities	2,273,307	2,417,761
Noncurrent liabilities	2,421,536	2,475,747
TOTAL LIABILITIES	4,694,843	4,893,508
NET POSITION (DEFICIT):		
Unrestricted (deficit)	-	(1,063,311)
TOTAL NET POSITION (DEFICIT)	\$ -	\$ (1,063,311)

Total assets increased by \$864,646, primarily due to an increased receivable balance for the contribution from the city of \$1,305,037 over the prior year. Total liabilities decreased by \$198,665 compared to prior year, driven by decreases in advances from related parties, and by decreases in leases payable. The decrease in leases payable was related to the annual entry for the Corporation's one lease currently subject to GASB 87 Lease reporting requirements. Note 4 to the financial statements contains additional information regarding this lease.

Table 2

PALM DESERT RECREATIONAL FACILITIES CORPORATION

CONDENSED STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
For the year ended June 30, 2024

	2024	2023
OPERATING REVENUES:		
Food and beverage sales	\$4,570,976	\$ 4,875,792
Contribution from the City	1,305,037	-
TOTAL OPERATING REVENUES	5,876,013	4,875,792
OPERATING EXPENSES:		
Cost of goods sold	1,233,843	1,342,255
Maintenance and operations	3,296,446	3,325,001
General and administrative	164,853	176,625
Amortization	71,262	71,262
TOTAL OPERATING EXPENSES	4,766,404	4,915,143
OPERATING INCOME	1,109,609	(39,351)
NONOPERATING REVENUES (EXPENSES)		
Interest expense	(46,298)	(43,531)
TOTAL NONOPERATING REVENUES (EXPENSES)	(46,298)	(43,531)
CHANGE IN NET POSITION	1,063,311	(82,882)
NET POSITION (DEFICIT) - BEGINNING OF YEAR	(1,063,311)	(980,429)
NET POSITION (DEFICIT) - END OF YEAR	\$ (0)	\$ (1,063,311)

Component Activities

Food and beverage sales decreased by \$304,816 (6%) from \$4,875,792 to \$4,570,976 during the fiscal year.

This fiscal year was the twenty-third year of operation at the Desert Willow Clubhouse. During this fiscal year, the Palm Desert Recreational Facilities Corporation continued to market their banquets and outings aggressively in the national, regional and local markets with an advertising campaign to maximize revenue for fiscal year 2024 and beyond, focusing on:

- Attracting new and repeat business.
- Continued patronage of customers and corporate groups.
- Increased banquet and outing operations.
- Marketing to golfers on the golf course.

As Table 2 above indicates, total operating expenses recognized a decrease of \$148,739 from \$4,915,143 to \$4,766,404. A significant component of the decrease was from reduced Cost of Goods Sold expenses of \$108,411 compared to the prior year; which is attributable to decreases in banquet activity and rising prices due to inflation. During the 2023-24 fiscal year, management continued to focus on retaining repeat business, continued patronage, and growing the corporate and group market as demand for golf and associated recreational activities remains strong. There were additional decreases in Equipment Rental and General & Administrative expenses of \$51,376 and \$11,771, respectively, while Payroll expenses increased by \$16,676, compared to prior year. The remaining increases and decreases in operating expenses were composed of various other expense categories.

The *Gross Profit Margin* increased from 72% to 73%, driven by a greater relative reduction in COGS compared to the decrease in gross sales, which improved profitability. The *Selling and Administrative Expense Percentage* also increased during the year from 72% in 2023 to 76% in 2024.

CAPITAL ASSETS AND DEBT ADMINISTRATION

The Corporation's only capital assets and long-term liabilities relate to the lease between the Corporation and the City of Palm Desert for the use of the Desert Willow Golf Course Clubhouse. As of June 30, 2024, the value of the lease liability is \$2,475,747. The value of the right-to-use leased asset as of June 30, 2024, of \$2,636,688 with accumulated amortization of \$213,786. More information can be found in Note 4.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

In preparing the budget for 2024-25, management looked at the following economic factors:

- **Prices:** The prices for goods and services in the golf industry continue to experience increased inflationary pressures. In an effort to maintain the integrity of the products served at the restaurant, The Palm Desert Recreational Facility has increased menu prices between 5-8% in response to the increased pressure on costs associated with labor and supplies. Changes to the menu will also be implemented to incorporate cost effective items and beverages. Secondly, management continues to implement better cost control measures to eliminate wastage.
- **National Economy:** The golf and hospitality industries rely heavily on a strong national and local economy. With a strong national economy, the market demand for leisure activities such as golf and dining are increased; however, in an economic downturn or a slowing of the economy, the typical trend is for consumers to reduce their consumption of leisure activities. The state of the current economy was taken into consideration when budgeting for the 2024-2025 fiscal year.
- **Labor cost:** The State of California has mandated increased minimum wage rates, which increased from \$16 per hour to \$16.50 per hour effective January 1, 2025. Further in April of 2024 the State of California mandated all fast-food worker minimum wage to increase to \$20 per hour. Management is determining the impact on the restaurant wages relating to the increase in the minimum wage of fast-food workers. The increased minimum wage rate, coupled with the mandated changes in employer-provided health care benefits (Affordable Care Act) places pressure on an already fragile food industry. The Palm Desert Recreational Facilities Corporation has taken measures to manage labor costs without affecting customer service and will continue to seek effective and efficient methods to implement in their daily operations.

A copy of the Corporation's 2024-2025 financial plan can be obtained by contacting the Palm Desert Recreational Facilities Corporation (see below).

CONTACTING THE CORPORATION'S FINANCIAL MANAGEMENT

This financial report is designed to provide the users with a general overview of the Palm Desert Recreational Facilities Corporation, a component unit of the City of Palm Desert. If you have questions about this report or need additional financial information, contact the Controller at the address of the Palm Desert Recreational Facilities Corporation at 38-995 Desert Willow Drive, Palm Desert, California 92260.

PALM DESERT RECREATIONAL FACILITIES CORPORATION
Statement of Net Position
June 30, 2024

ASSETS:

Current:

Cash and cash equivalents	\$ 907,655
Accounts receivable	4,000
Due from other governments	1,305,037
Inventories	43,797
Prepaid expenses	11,452
	<hr/>
Total current assets	2,271,941
	<hr/>

Noncurrent:

Leased assets, net of accumulated amortization	2,422,902
	<hr/>
Total noncurrent assets	2,422,902
	<hr/>

TOTAL ASSETS	4,694,843
	<hr/>

LIABILITIES:

Current:

Accounts payable	49,758
Accrued liabilities	114,787
Accrued interest payable	3,518
Advances from related party	1,857,644
Unearned revenues	193,389
Lease payable, due in one year	54,211
	<hr/>
Total current liabilities	2,273,307
	<hr/>

Noncurrent:

Lease payable, due in more than one year	2,421,536
	<hr/>
Total noncurrent liabilities	2,421,536
	<hr/>

TOTAL LIABILITIES	4,694,843
	<hr/>

NET POSITION (DEFICIT):

Unrestricted (deficit)	-
	<hr/>
TOTAL NET POSITION (DEFICIT)	\$ -
	<hr/>

PALM DESERT RECREATIONAL FACILITIES CORPORATION
Statement of Revenues, Expenses and Changes in Net Position
For the Year Ended June 30, 2024

OPERATING REVENUES:

Food and beverage sales	\$4,570,976
Contribution from City	1,305,037

TOTAL OPERATING REVENUES

\$5,876,013

OPERATING EXPENSES:

Cost of goods sold	1,233,843
Maintenance and operations	3,296,446
General and administrative	164,853
Amortization	71,262

TOTAL OPERATING EXPENSES

4,766,404

OPERATING INCOME

1,109,609

NONOPERATING REVENUES (EXPENSES)

Interest expense	(46,298)
------------------	----------

TOTAL NONOPERATING REVENUES (EXPENSES)

(46,298)

CHANGE IN NET POSITION

1,063,311

NET POSITION (DEFICIT) - BEGINNING OF YEAR

(1,063,311)

NET POSITION (DEFICIT) - END OF YEAR

\$ -

PALM DESERT RECREATIONAL FACILITIES CORPORATION
Statement of Cash Flows
For the Year Ended June 30, 2024

CASH FLOWS FROM OPERATING ACTIVITIES:

Receipts from customers	\$ 4,605,408
Payments to suppliers	(4,673,930)

NET CASH PROVIDED BY OPERATING ACTIVITIES	(68,522)
-------------------------------------------	----------

CASH FLOWS FROM NON-CAPITAL AND RELATED
FINANCING ACTIVITIES

Cash advanced from other funds	(140,920)
--------------------------------	-----------

NET CASH PROVIDED BY NON-CAPITAL AND RELATED FINANCING ACTIVITIES	(140,920)
----------------------------------------------------------------------	-----------

CASH FLOWS FROM CAPITAL AND RELATED
FINANCING ACTIVITIES

Interest paid on leases	(46,298)
Principal paid on leases	(53,295)

NET CASH USED BY CAPITAL AND RELATED FINANCING ACTIVITIES	(99,593)
--------------------------------------------------------------	----------

NET INCREASE IN CASH AND CASH EQUIVALENTS	(309,035)
-------------------------------------------	-----------

CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	\$ 1,216,690
-----------------------------------------------	--------------

CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 907,655
-----------------------------------------	------------

RECONCILIATION OF OPERATING INCOME TO
NET CASH PROVIDED BY OPERATING ACTIVITIES:

Operating income	\$ 1,109,609
------------------	--------------

**Adjustments to reconcile operating income
to net cash provided by operating activities:**

Changes in assets and liabilities:

Amortization	71,262
(Increase) decrease in receivables	29,236
(Increase) decrease in contribution from the City	(1,305,037)
(Increase) decrease in inventory	31,373
(Increase) decrease in prepaid expenses	(515)
Increase (decrease) in accounts payable	12,645
Increase (decrease) in accrued liabilities	(22,291)
Increase (decrease) in unearned revenues	5,196

NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ (68,522)
-------------------------------------------	-------------

PALM DESERT RECREATIONAL FACILITIES CORPORATION
Notes to Basic Financial Statements
For the Year Ended June 30, 2024

NOTE 1: ORGANIZATION AND DESCRIPTION OF THE REPORTING ENTITY

The Palm Desert Recreational Facilities Corporation (the Corporation) is a Corporation that provides food and beverage services exclusively to the Desert Willow Golf Resort (the Golf Resort). The Corporation is a component unit of the City of Palm Desert (the City) and is reported as an Enterprise Fund in the City's basic financial statements. The Corporation was incorporated on February 25, 1997. The Board of Directors of the Corporation consists of two members of the City Council and two members of the public at large. The annual Board of Director's meetings are held the second Monday of June at 11:00 a.m. at the principal office of the Corporation.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Basic Financial Statements:

The basic financial statements are comprised of the Statement of Net Position, the Statement of Revenues, Expenses and Changes in Net Position, the Statement of Cash Flows and the notes to the basic financial statements.

B. Basis of Presentation:

The basic financial statements of the Palm Desert Recreational Facilities Corporation have been prepared in conformity with the accrual basis of accounting principles as applicable to government units. The Governmental Accounting Standards Board is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The accounts of the Corporation are an enterprise fund. An enterprise fund is a Proprietary type fund used to account for operations (a) that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

C. Measurement Focus and Basis of Accounting:

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied. The accompanying financial statements are reported using the "economic resources measurement focus", and the "accrual basis of accounting". Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

D. Net Position:

In the Statement of Net Position, net position is classified in the following categories:

- Net investment in capital assets - This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that is attributed to the acquisition, construction, or improvement of the assets.
- Restricted net position - This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.
- Unrestricted net position - This amount is all net position that do not meet the definition of "net investment in capital assets" or "restricted net position".

When both restricted and unrestricted resources are available for use, the Corporation may use restricted resources or unrestricted resources based on the Board's discretion.

PALM DESERT RECREATIONAL FACILITIES CORPORATION
Notes to Basic Financial Statements
For the Year Ended June 30, 2024

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Operating Revenues:

Operating revenues, such as food and beverage sales, resulting from exchange transactions associated with the principal activity of the Corporation. Exchange transactions are those in which each party receives and gives up essentially equal values.

F. Cash and Investments:

For purposes of the Statement of Cash Flows, the Corporation considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents. The carrying value was \$907,655 and the deposit value was \$925,039. The difference includes \$16,281 of deposits in transit and checks outstanding totaling \$33,665 for a net total of \$17,384.

The City has implemented GASB Statement No. 40, "Deposit and Investment Risk Disclosures". This pronouncement is an amendment to GASB Statement No. 3. GASB No. 40 establishes and modifies disclosure requirements related to deposit and investment risks. The information required by GASB Statement No. 40 related to authorized investments, credit risk, etc., is available in the annual report of the City.

G. Inventories and Prepaid:

Inventories in the amount of \$43,797 consisted of merchandise for sales of food and beverages, are reported at lower of cost or market. Certain payments to vendors that reflect costs applicable to future accounting periods are recorded as prepaid costs in the financial statements. At June 30, 2024 the prepaid balance was \$11,452.

H. Budgetary Policies:

Kemper Sports Management, Inc. is required to submit to the City an operating budget containing estimates of all the Corporation expenses for the next operating year, including expenditures for: (a) property operation and maintenance, (b) repairs, replacements and alterations that do not constitute capital improvements, (c) furnishings and equipment and operating inventory, and (d) advertising, sale and business promotion. The budget is required to be reviewed and approved by the City prior to July 1st each year.

NOTE 3: DUE TO PRIMARY GOVERNMENT AND UNEARNED REVENUE

A. Due to Primary Government:

As of June 30, 2024, the Corporation owed the following amounts to primary government:

Desert Willow Golf Course	\$ 1,437,644
City of Palm Desert	420,000
	<u>\$ 1,857,644</u>

The Corporation amounts owed to primary government represent amounts owed to the Desert Willow Golf Resort for monies provided for operations and past due rent due to the City of Palm Desert per the lease agreement with the City for use of the facilities (see Note 4).

PALM DESERT RECREATIONAL FACILITIES CORPORATION
Notes to Basic Financial Statements
For the Year Ended June 30, 2024

NOTE 3: DUE TO PRIMARY GOVERNMENT AND UNEARNED REVENUE (CONTINUED)

B. Unearned Revenue:

The balance of \$193,389 represents the unused portions of prepaid banquets.

NOTE 4: LEASES

On July 1, 2021, the Corporation entered into a 444 month lease as Lessee for the use of the restaurant at the Desert Willow Golf Course Clubhouse from the City of Palm Desert. An initial lease liability was recorded in the amount of \$2,636,688. As of June 30, 2024, the value of the lease liability is \$2,475,747. The Corporation is required to make monthly fixed payments of \$8,000. The lease has an interest rate of 1.7050%. The estimated useful life was 37 years as of the contract commencement. The value of the right-to-use asset as of June 30, 2024 of \$2,636,688 with accumulated amortization of \$213,786.

	Balance June 30, 2023	Additions	Reductions	Balance June 30, 2024
Right to use leased asset, being amortized:				
Leased asset - building				
Payments to suppliers	\$ 2,636,688	\$ -	\$ -	\$ 2,636,688
Accumulated amortization:				
Leased asset - building	(142,524)	(71,262)	-	(213,786)
Total Leased assets, net of accumulated amortization	<u>\$ 2,494,164</u>	<u>\$ (71,262)</u>	<u>\$ -</u>	<u>\$ 2,422,902</u>

A summary of changes in leased assets at June 30, 2024, was as follows:

The following is a summary of lease payable transactions for the year ended June 30, 2024.

	Balance June 30, 2023	Reductions	Balance June 30, 2024	Due Within One Year
Lease payable	\$ 2,529,042	\$ (53,295)	\$ 2,475,747	\$ 54,211
Total	<u>\$ 2,529,042</u>	<u>\$ (53,295)</u>	<u>\$ 2,475,747</u>	<u>\$ 54,211</u>

PALM DESERT RECREATIONAL FACILITIES CORPORATION
Notes to Basic Financial Statements
For the Year Ended June 30, 2024

NOTE 4: LEASES (CONTINUED)

Future principal and interest requirements to maturity for the lease liability is as follows:

Fiscal Year	Principal Payments	Interest Payments	Total Payments
2025	\$ 54,211	\$ 41,789	\$ 96,000
2026	55,142	40,858	96,000
2027	56,090	39,910	96,000
2028	57,054	38,946	96,000
2029	58,034	37,966	96,000
2030-2034	305,477	174,523	480,000
2035-2039	332,641	147,359	480,000
2040-2044	362,221	117,779	480,000
2045-2049	394,430	85,570	480,000
2050-2054	429,504	50,496	480,000
2055-2058	370,943	13,056	383,999
Total	<u>\$ 2,475,747</u>	<u>\$ 788,252</u>	<u>\$ 3,263,999</u>

The original terms of the lease indicated a lease rate of \$8,000 per month beginning June 4, 1997. On May 18, 2004, the Corporation approved an increase in the lease payment commencing on July 1, 2004. The July 1, 2004 lease amendment stipulated a new lease payment of \$15,000 per month. On May 12, 2009, the Board of Directors approved a decrease in the lease payment from \$15,000 to \$8,000 commencing on July 1, 2009. At June 30, 2024, the Corporation owed \$420,000 in rent in arrears to the City of Palm Desert. This amount is included in Advances from Related Parties.

A. Management Agreement:

The Corporation is managed by Kemper Sports Management, Inc., under an agreement to manage and operate Desert Willow Golf Course. On June 9, 2022 a new contract was approved with a commencement date of July 1, 2022 and a termination date of June 30, 2027. There is one 5-year option to extend the management agreement for an additional five years at the City's discretion.

NOTE 5: RISK MANAGEMENT

The Golf Resort is covered by insurance purchased by Kemper Sports Management Inc., which includes commercial liability, automobile, workers' compensation and overall umbrella excess liability insurance through Aon Risk Services, Inc. of Illinois. The Corporation is named as additional insured.

PALM DESERT RECREATIONAL FACILITIES CORPORATION**Notes to Basic Financial Statements****For the Year Ended June 30, 2024**

NOTE 6: OTHER DISCLOSURES

The Corporation has future federal and state income tax Net Operating Losses (NOL) carryforwards of \$819,871, will expire in the years as follows, and a prior NOL incurred in fiscal year 2019-20 of \$162,354 and a loss of \$161,652 incurred in fiscal year 2020-21 that can be carried forward indefinitely subject an income limitation of 80% in year utilized, for a combined NOL of \$819,871. There was an increase in the NOL carryforward of \$56,566 for the 2023 tax year.

2011-2016	\$	539,898
NOL utilized in 2022		(100,599)
2011-2016 remaining	\$	<u>439,299</u>
2011-2031	\$	294,814
2012-2032		109,556
2013-2033		34,929
2020-indefinite		162,354
2021-indefinite		161,652
2023-indefinite		<u>56,566</u>
Total	\$	<u>819,871</u>

The Corporation anticipates that it is more likely than not the benefit for each certain State and Federal NOL carryforwards will be realized before their respective expiration.



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Palm Desert Recreational Facilities Corporation
Palm Desert, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements the Palm Desert Recreational Facilities Corporation (the Corporation), a component unit of the City of Palm Desert, California (the City), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Corporation's basic financial statements, and have issued our report thereon dated March 28, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over the Corporation's financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Corporation's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Corporation's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



To the Board of Directors
Palm Desert Recreational Facilities Corporation
Palm Desert, California

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Corporation's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Corporation's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

LSL, LLP

Irvine, California
March 28, 2025

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Austin Yapple, Accounting Manager

SUBJECT: CITY OF PALM DESERT SINGLE AUDIT REPORT FOR THE FISCAL
YEAR ENDED JUNE 30, 2024

RECOMMENDATION:

Receive and file the Single Audit Report for the fiscal year ended June 30, 2024.

BACKGROUND/ANALYSIS:

Lance, Soll & Lunghard, LLP performed and completed the Single Audit for the fiscal year ended June 30, 2024. In the auditor's opinion, the basic financial statements present fairly, in all material respects, the financial position of the City of Palm Desert as of June 30, 2024, and the results of its operations of the year then ended are in accordance with accounting principles generally accepted in the United States of America. In conducting the audit, the auditors are also required to test the City of Palm Desert's internal controls and schedule of expenditures of Federal awards. Attached is the Single Audit report issued by the auditors for the year ended June 30, 2024.

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. City of Palm Desert Single Audit Report for Fiscal Year ended June 30, 2024



CITY OF PALM DESERT, CALIFORNIA

FOR THE YEAR ENDED JUNE 30, 2024

SINGLE AUDIT REPORT

Focused
on YOU



CITY OF PALM DESERT, CALIFORNIA

Single Audit Report

For the Year Ended June 30, 2024

CITY OF PALM DESERT, CALIFORNIA

Single Audit Report

For the Year Ended June 30, 2024

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor and Members of the City Council
City of Palm Desert, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of The City of Palm Desert, California (the "City"), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 27, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



To the Honorable Mayor and Members of the City Council
City of Palm Desert, California

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

LSL, LLP

Irvine, California
January 27, 2025



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE AND REPORT ON SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY UNIFORM GUIDANCE

To the Honorable Mayor and Members of the City Council
City of Palm Desert, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Palm Desert, California (the "City")'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2024. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards,



To the Honorable Mayor and Members of the City Council
City of Palm Desert, California

Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



To the Honorable Mayor and Members of the City Council
City of Palm Desert, California

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated January 27, 2025, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

LSL, LLP

Irvine, California

March 20, 2025 (Except for the *Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance*, which is dated January 27, 2025)

CITY OF PALM DESERT, CALIFORNIA
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2024

<i>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</i>	<i>Federal Assistance Listing Number</i>	<i>Total Federal Expenditures</i>
<u>U.S. Department of Housing and Urban Development:</u>		
Direct Programs:		
CDBG - Entitlement/Special Purpose Grants Cluster		
Community Development Block Grants/Entitlement Grants *	14.218	\$ 737,446
Total CDBG - Entitlement/Special Purpose Grants Cluster		<u>737,446</u>
Total U.S. Department of Housing and Urban Development		<u>737,446</u>
 <u>U.S. Department of Transportation:</u>		
Direct Programs:		
Safe Streets and Roads for All	20.939	<u>190,427</u>
Total U.S. Department of Transportation		<u>190,427</u>
Total Expenditures of Federal Awards		<u>\$ 927,873</u>

* Major Program

¹ There was no federal awards expended in the form of noncash assistance and insurance in effect during the year.

² The amount provided to subrecipients during the year was \$0.

The notes to the schedule of expenditures of federal awards are an integral part of this schedule.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES APPLICABLE TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

A. Scope of Presentation

The accompanying schedule presents only the expenditures incurred by the City of Palm Desert, California (the City), that are reimbursable under federal programs of federal financial assistance. For the purposes of this schedule, federal awards include both federal financial assistance received directly from a federal agency, as well as federal funds received indirectly by the City from a non-federal agency or other organization. Only the portion of program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

B. Basis of Accounting

The expenditures included in the accompanying schedule were reported on the modified accrual basis of accounting. Under the modified accrual basis of accounting, expenditures are incurred when the City becomes obligated for payment as a result of the receipt of the related goods and services. Expenditures reported included any property or equipment acquisitions incurred under the federal program. The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

CITY OF PALM DESERT, CALIFORNIA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2024

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified Opinion

Internal control over financial reporting:

- Material weaknesses identified? ☐ yes ☒ no
- Significant deficiencies identified? ☐ yes ☒ none reported

Noncompliance material to financial statements noted? ☐ yes ☒ no

Federal Awards

Internal control over major programs:

- Material weaknesses identified? ☐ yes ☒ no
- Significant deficiencies identified? ☐ yes ☒ none reported

Type of auditors' report issued on compliance for major programs: Unmodified Opinion

Any audit findings disclosed that are required to be reported in accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)? ☐ yes ☒ no

Identification of major programs:

Assistance Listing Number(s)

Name of Federal Program or Cluster

14.218

Community Development Block Grants/Entitlement Grants

Dollar threshold used to distinguish between type A and type B program \$750,000

Auditee qualified as low-risk auditee? ☒ yes ☐ no

CITY OF PALM DESERT, CALIFORNIA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2024

SECTION II - FINANCIAL STATEMENT FINDINGS

No matters were reported.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters were reported.

CITY OF PALM DESERT, CALIFORNIA
Summary Schedule of Prior Year Findings and Questioned Costs
For the Year Ended June 30, 2023

No matters were reported.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Skky Garcia, Management Analyst
Veronica Chavez, Director of Finance

SUBJECT: MARCH PROCUREMENT REPORT

RECOMMENDATION:

Receive and file the monthly Procurement Report for March 2025.

BACKGROUND/ANALYSIS:

The monthly procurement report documents procurement activities for the City of Palm Desert for the month ending March 31, 2025, pursuant to the Purchasing Policy.

FINANCIAL IMPACT:

There is no financial impact with this action.

ATTACHMENTS:

Procurement Report for March 2025

City of Palm Desert
March, 2025 Procurement Report

- Public projects, contracted services, professional services, and materials, supplies and equipment may all be awarded/approved by Department Head in best interest of the City up to \$10,000.
- Annual recurring contracted services, technology, and/or goods exception list may be approved by Finance Director not to exceed \$25,000.
- Public projects, contracted services, professional services, and materials, supplies and equipment may all be awarded/approved by City Manager in best interest of the City up to \$75,000.
- Public projects, contracted services, professional services, and materials, supplies and equipment may all be awarded/approved by City Manager in best interest of the City up to \$250,000, if on approved vendor list.
- Public projects, contracted services, professional services, and materials, supplies and equipment over \$250,000 must be approved by City Council.
- City Council may authorize City Manager to approve change orders, amendments, and contingency payments as part of their recommendation.

Administrative Contract/Purchase Approval by City Manager or Designee

Date	Vendor Name	Department	Amount	Document Type	Description/Reason
3/3/2025	Horizon Professional Landscape	Public Works	10,800	Task Order Request	Installation of 20 24" box trees at Hovley Soccer Park
3/3/2025	Xerox Financial Services/PEAC Solutions	Information Technology	4,000	Change Order Request	Increase in printing costs
3/3/2025	Altec Industries Inc.	Public Works	13,275	Change Order Request	Sales Tax for the purchase of Boom- Bucket
3/4/2025	USA Shade & Fabric Structures Inc.	Public Works	8,806	Purchase Request	Replace shade fabric on Freedom Park Community Garden Sgade Structure
3/4/2025	Cimplx- ACA Compliance Services	Human Resources	2,339	Purchase Request	ACA reporting for all staff and council members
3/4/2025	VectorUSA	Library Services	6,585	Purchase Request	Installation of Aruba Access points at the Library to improve connectivity
3/5/2025	Crossroads	City Manager	19,900	Purchase Request	Parking eCitation System for Sheriff's Department
3/5/2025	Pye-Barker	Public Works	14,336	Purchase Request	Maintenance services for upgrades for existing fire alarm control panel
3/11/2025	Doug Wall Constuction	Public Works	44,125	Task Order Request	Safety improvements for the loading dock at City Hall
3/11/2025	SERVPRO	Public Works	79,341	Task Order Request	Tenant Improvements at the State Building
3/11/2025	Kincaid Industries, Inc	Public Works	7,000	Task Order Request	Fire Station 33 Restroom Repairs
3/11/2025	CentralSquare	Information Technology	55,271	Purchase Request	Software License for Finance Enterprise
3/11/2025	CentralSquare	Information Technology	63,808	Purchase Request	Software License for Trakit LMS System
3/11/2025	Bright Event Rentals	Capital Projects	6,783	Purchase Request	Tent for Fire Station 102 Groundbreaking Ceremony
3/11/2025	USPS POC 8030860	City Clerk	10,000	Purchase Request	Funds for postage meter
3/12/2025	Xpress Graphics	Capital Projects	253	Purchase Request	Mailers for Community Engagement Meeting - Mtn View Ret Basin Proj
3/13/2025	Xpress Graphics	Capital Projects	2,019	Purchase Request	Mailers for Community Engagement Meeting - Eldorado St Rehab Proj.
3/13/2025	Tri-Star Contracting II, Inc	Public Works	21,278	Task Order Request	Mid-Valley Channel Cleanup
3/13/2025	Bureau Veritas	Public Works	50,000	Purchase Request	Asset Inventory updates in Cartegraph
3/13/2025	Patton Door & Gate	Housing	45,110	Purchase Request	Replacement of gates at One Quail Place
3/13/2025	Xpress Graphics	Finance	5,335	Purchase Request	Outreach flyers for change to sales tax regarding Measure G
3/14/2025	Richard Kennedy Architects, Inc	Capital Projects	127,794	Change Order Request	Additional Conceptual Design/Schematic Design for New Library
3/18/2025	Accenture(Anser)	Capital Projects	1,260,270	Task Order Request	Construction Management for FS 102 constuction phase*
3/19/2025	ADVANTEX Consulting Engineers, Inc	Public Works	196,295	Task Order Request	Relocation/upgrade of the City's Traffic Management System.
3/19/2025	Charles Taylor Environmental Technical	Housing	3,750	Purchase Request	Hazardous Material Testing as needed for housing properites
3/19/2025	Zoho Corportation	Information Technology	4,195	Purchase Request	Helpdesk software License
3/19/2025	City of Indian Wells	City Manager	14,860	Purchase Request	Expenses for FS 55 Cove Communities shared maint. Agreement
3/19/2025	Concolidated Electrical Distributors	Public Works	10,350	Purchase Request	Specialized electrical supplies
3/19/2025	Cove Electric Inc	Public Works	25,000	Purchase Request	On-Call electrician services
3/19/2025	ChargePoint	Public Works	5,920	Purchase Request	i-Cloud annual software for charging stations
3/19/2025	Zoom Video Communications	Information Technology	18,499	Purchase Request	Annual Software License
3/19/2025	TKE Engineering	Housing	96,300	Task Order Request	Engieering Services for various Housing Authority properties

Date	Vendor Name	Department	Amount	Document Type	Description/Reason
3/24/2025	Aflex Tchnology (NZ) LTD	Public Works	27,470	Purchase Request	Various Pool Aflex accessories and attachments for PDAC
3/24/2025	Proper Solutions	City Clerk	7,300	Change Order Request	Additional funds for temp employee for City Clerks Office
3/24/2025	Tyler Technologies	Information Technology	5,467	Purchase Request	Annual Software License for executime timecard
3/24/2025	Speridian	Information Technology	56,080	Change Order Request	Additional hours needed for implementation of LMS system
3/24/2025	Data Ticket	Code Compliance	9,000	Change Order Request	Additional security provisions and admin citation processing
3/26/2025	County of Riverside Registrar fo Voters	City Clerk	103,312	Purchase Request	Cost of 2024 General Election
3/26/2025	Hermann Design Group Inc	Economic Development	5,500	Purchase Request	On-Call services for Golf Course Routing of DW Hole #5
3/27/2025	Big Easy Crafts Foods LLC	Human Resources	3,393	Purchase Request	Lunch for Employee Appreciation
3/28/2025	Accurate First Aid Services	Public Works	2,977	Change Order Request	Replacement of three eyewash stations at Corportation Yard
3/28/2025	Full Traffic maintenance	Public Works	18,500	Purchase Request	Purchase of Aquaphalt for pothole and sinkhole repairs
3/31/2025	Imperial Sprinkler Supply	Public Works	10,732	Change Order Request	Irrigation Controller Upgrades
3/31/2025	Mariposa Landscape Inc	Public Works	25,000	Task Order Request	Services to identify and replace irrigation infrastructure
3/31/2025	Cornerstone Restaurant Supply	Public Works	5,737	Purchase Request	Commercial grade ice machine for Employee Lounge
3/31/2025	Michael Baker International	Public Works	57,630	Change Order Request	Design services of the Civic Center Park Playground
3/31/2025	Vintage Associates	Public Works	42,335	Task Order Request	Hovley Soccer Park Turf Improvements
3/31/2025	Superb Engineering, Inc	Public Works	12,614	Change Order Request	Replacement of irrigation boxes for DW landscape & Lighting Proj
			2,626,645		

Contract/Purchase Approval by City Council					
Date	Vendor Name	Department	Amount	Document Type	Description/Reason
No Contracts Approved during this period.			-		
			-		
Total Contract Approvals			2,626,645		

Request for Proposals Posted during the Month					
Release Date	Project Manager	Department	Proposal Due Date	Project Name	Description
3/14/2025	Celina Cabrera	Housing	4/14/2025	Desert Point Apartments - Unit 13 Interior Renovation	Interior Renovation of a 2 bedroom/2 Bath upstairs apartment unit
3/17/2025	Martin Alvarez	Economic Development	4/15/2025	Turf Reduction and Landscaping	DW Golf Resort - Mountain View Course Project
3/18/2025	Lucero Leyva	Housing	4/18/2025	Demo and Partial Removal of Water Feature at One Quail Place Apartments	Demo the ponds surrounding primary entrance water feature, remove rock as needed, but leave the aesthetics of the water feature for the property as much as possible.
3/18/2025	Brad Chuck	Public Works	4/17/2025	Landscape Maintenance Area (LMA) No. 7	Landscape and supporting maintenance services for the City's medians, parkways, and facilities.
3/21/2025	Celina Cabrera	Housing	4/24/2025	Commerical Pool and Spa Maint and Repair	PD Housing Authority Apartment Complexes
3/28/2025	David Reyes/Chris Gerry	Public Works	4/17/2025	Fleet Vehicles: Six(6) Plug-In Hybrid 4-door Vehicles	Purchase New Fleet

These approvals are consistent with the Purchasing Policy and the FY 2024-25 Annual Budget.
* Original Task Order approved by CC on February 16, 2023, for \$11.7M - Total Allocated to Date = \$3.475M

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Michelle Loreda, Senior Administrative Assistant

SUBJECT: RESOLUTION TO AUTHORIZE DESTRUCTION OF OBSOLETE
RECORDS FROM THE FINANCE DEPARTMENT

RECOMMENDATION:

Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, SETTING FORTH ITS FINDINGS AND AUTHORIZING THE DESTRUCTION OF PAPER RECORDS FROM THE FINANCE DEPARTMENT INDICATED ON THE RECORDS RETENTION SCHEDULE (ADOPTED DECEMBER 15, 2022). RECORDS FROM 1974 THROUGH 2019 (EXHIBIT A)."

BACKGROUND/ANALYSIS:

Government Code Section 34090 permits the destruction of City records with the written consent of the City Attorney and approval of the City Council. The City's records retention program, adopted on December 15, 2022, by Resolution No. 2022-98, establishes retention periods for all City records and provides for the systematic destruction of obsolete records.

Attached is Exhibit "A" the Records Destruction Certificate which lists the records submitted for destruction. The certificate will be reviewed and signed by the City Attorney as well as the City Clerk prior to destruction of all records.

FINANCIAL IMPACT:

Destroying obsolete records reduces the costs associated with offsite document storage and records management.

REVIEWED BY:

Department Director: Veronica Chavez

City Attorney: Isra Shah

ATTACHMENTS:

1. Resolution to Destroy Obsolete Records
2. Records Destruction Certificate – Exhibit "A"

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, SETTING FORTH ITS FINDINGS AND AUTHORIZING THE DESTRUCTION OF PAPER RECORDS FROM THE FINANCE DEPARTMENT INDICATED ON THE RECORDS RETENTION SCHEDULE (ADOPTED DECEMBER 15, 2022). RECORDS FROM 1974 THROUGH 2019 (EXHIBIT A)

WHEREAS, the Finance Department of the City of Palm Desert, California, has records that have met or exceeded the retention period caused by the official files, records, exhibits, and other documents of said office pursuant to the Retention Schedule set forth on City Council Resolution No. 2022-98; and

WHEREAS, said files are not the subject of any claim, litigation, investigation, or audit.

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

SECTION 1. That the above recitations are true and correct and constitute the findings of the City Council in this matter.

SECTION 2. That it does hereby approve the destruction of all documents and records from files as set forth in Exhibit "A," attached hereto, which have met or exceeded their retention period.

SECTION 3. That the reports mentioned on Exhibit "A" for the Finance Department from 1974 to 2019 have exceeded their retention period. Both paper and digital records will be destroyed.

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, 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
CITY OF PALM DESERT
AUTHORITY TO DESTROY OBSOLETE RECORDS**

Dept.	Retention No.	Description of Record	Years Covered	Retention Period	Shred or Discard
FIN	FN-023	A/P Vendor Checks	1974-1977; 1989-1990; 1992-2019	5 years	Shred/Destroy Electronic Files
FIN	FN-021	Cash Receipts	1975-1976; 1980-1981; 1983-2018	5 years	Shred/Destroy Electronic Files
FIN	FN-028	Journal Entries	1983-1984; 1988-2012; 2014-2015	5 years	Shred/Destroy Electronic Files
FIN	FN-022	Warrant Registers	1998-2003; 2005-2014	10 years	Shred/Destroy Electronic Files
FIN	FN-015	PO's	1992-1993; 2010-2018	5 years	Shred/Destroy Electronic Files
FIN	FN-015	A/P Invoices and Backup	1992-1993	5 years	Shred/Destroy Electronic Files
FIN	FN-015	Confidential A/P Legal Invoices	2003; 2005-2012; 2015-2018	5 years	Shred/Destroy Electronic Files
FIN	FN-030	State Controller Report	1984-1985; 1987-1988; 1990-1993; 1999-2000; 2006-2007	5 years	Shred/Destroy Electronic Files
FIN	FN-030	HCD Report	2004-2005	5 years	Shred/Destroy Electronic Files
FIN	FN-017	Bank Statements	1996	7 years	Shred/Destroy Electronic Files
FIN	FN-017	Financial Agent Statement	1987-1991	7 years	Shred/Destroy Electronic Files
FIN	FN-006	Budgets – Preliminary, Backup Documents	1991-1993; 1996-1997	2 years	Shred/Destroy Electronic Files

Dept.	Retention No.	Description of Record	Years Covered	Retention Period	Shred or Discard
FIN	FN-004	Audit Work Papers	1986-1987; 1990-1992; 1995-1996	5 years	Shred/Destroy Electronic Files
CIP	PW-005	C24100 Administrative File (NOC 2008) R29420A Administrative File (NOC 2011) R23390A Administrative File (NOC 2008) C24100 Administrative File (NOC 2008)	N/A	Completion +10 years	Shred/Destroy Electronic Files
CC	CC-015	Unsuccessful Proposal C10380 (1997)	1997	2 years	Shred/Destroy Electronic Files

I consent to the destruction of these obsolete records according to accepted policies and procedures.

City Clerk Date

City Attorney Date

Approved by City Council: 4/27/25

Original: City Clerk's Office

Copy: Department

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Shawn Muir, Community Services Manager

SUBJECT: APPROVE FINAL CONCEPT PLAN AND NAME FOR NORTH PALM
DESERT COMMUNITY PARK (PROJECT NO. CPK00002)

RECOMMENDATION:

1. Approve the final concept plan for a new community park planned on Dinah Shore in north Palm Desert.
2. Approve the Park name “Dave Erwin Park”.

BACKGROUND/ANALYSIS:

As part of the Millennium Specific Plan in north Palm Desert, a 27-acre park was initially proposed to provide outdoor recreational opportunities for local residents. The City of Palm Desert General Plan identifies the need for a park in this area.

On February 10, 2022, City staff sought direction from the City Council regarding developing a Request for Proposals (RFP) for the design of the North Sphere Regional Park (NSRP). The City Council directed staff to collaborate with the Parks and Recreation Committee and key community partners—including Family YMCA of the Desert, The Joslyn Center, and the Desert Recreation District—to develop a community-focused park design responsive to programmatic needs. The City Council also emphasized the importance of inclusive public engagement throughout the process.

A Parks and Recreation Commission subcommittee was formed and met on March 15, 2022, to discuss the RFP and evaluate the suitability of the original park site. The subcommittee recommended that the city explore expanding the site or relocating the park to better accommodate regional park features.

An RFP was subsequently developed and posted. Concurrently, staff identified a need to consider additional or alternate park sites that would accommodate the uses and amenities that may be needed to support the city’s growth. A new site was identified, and the RFP was updated accordingly. On August 25, 2022, a contract was awarded for the design of two north Palm Desert parks: a 27-acre community park on Dinah Shore Drive, and a separate regional sports park near Portola Avenue and Frank Sinatra Drive. The scope includes robust community engagement, full construction documents for the community park, and 30% design plans for the regional park.

Public Engagement:

The planning process featured extensive public engagement efforts, including:

- Two online surveys
- Four in-person “Open House” events
- Focus group meetings with key stakeholders

The first conceptual design was presented to the following groups for feedback:

- Parks and Recreation Committee – 06/06/2023
- Architectural Review Commission – 06/13/2023
- Cultural Arts Committee – 06/14/2023
- Resource Preservation & Enhancement Committee – 06/19/2023
- General Public (Zoom HOA Presentation) – 06/20/2023
- Planning Commission – 06/20/2023
- City Council – 06/22/2023
- Parks and Recreation Committee – 11/07/2023
- City Council (Initial Approval) – 12/14/2023
- Parks and Recreation Committee – 09/16/2024

Further community feedback was gathered during the 2025 Wildflower Festival and a subsequent Open House event on March 22, 2025, following an updated conceptual design.

Key Revisions Based on Community Input:

The conceptual design was updated to reflect public feedback, including:

- A 75-foot-wide landscaped buffer along Dinah Shore Drive (from the traffic circle to Gerald Ford Drive) required by the Millennium Specific Plan Development Agreement
- Relocated primary park access to Dinah Shore Drive
- Repositioned the main parking lot for improved access to amenities
- Addition of community-requested features such as disc golf, a community garden, and bocce ball

The revised design was presented to the Parks and Recreation Committee on September 16, 2024, where additional comments were received. The design was further modified to reflect those comments in preparation for presentation to the City Council.

The design includes the following:

- Two surface parking lots (250-car and 32-car capacity)
- Large retention basin
- Multi-sensory inclusive children’s play area
- Basketball court
- Four pickleball courts with wind abatement features
- Pavilion shelters with BBQ stands
- Interconnected walking paths
- Plazas and adaptable garden spaces
- Large and small dog parks

- Multi-use lawn areas and community garden
- Disc golf, bocce ball, and outdoor fitness equipment

Next Steps:

Upon City Council approval of the final conceptual design, the consultant will begin the design development phase, including preparing construction documents. Plan review by City staff is scheduled at the 30%, 60%, and 90% design stages, with final plans expected by November 2025. Permitting is anticipated by December 2025, with construction bids to be advertised in January/February 2026. Construction is projected to begin in March 2026 and take approximately 16–18 months to complete.

Estimated Construction Cost:

Based on a rough order-of-magnitude estimate reflecting the final concept plan, the total project construction cost is approximately \$19 million.

<i>Park Feature / Amenity</i>	Estimated Construction Cost
<i>Retaining basin – precise grading, retaining walls, etc.</i>	\$1,650,000
<i>Site preparation for construction</i>	\$805,000
<i>Parking lot and drive aisles</i>	\$2,872,500
<i>Walking paths, hardscape area, specialty paving designs</i>	\$3,241,291
<i>Landscape planting, sod and irrigation</i>	\$3,164,987
<i>Lighting</i>	\$2,040,000
<i>Children's Play Area and Ninja Course – Equipment, PIP & Shade Elements</i>	\$1,825,000
<i>Community Garden</i>	\$392,500
<i>Restroom Facilities</i>	\$1,300,000
<i>Sound Wall / Fence (Fronting Railroad and Highway)</i>	\$717,750
<i>Park Furnishings</i>	\$989,000
Total	\$18,998,028

Legal Review:

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

Strategic Plan:

Parks & Recreation – Priority 1: "Prepare for the financial requirements of maintaining existing parks to the highest level of service. Planning efforts shall also address future costs of replacement and growth of the park's capital improvement fund."

Parks & Recreation – Priority 2: "Assure a continuing flow of innovative ideas by seeking creative partnerships, ensuring adequate staffing, and encouraging resident input."

Transportation – Priority 1: "Create walkable neighborhoods and areas within Palm Desert that would include residential; retail; services and employment centers; and parks, recreation, and open space to reduce the use of low occupancy vehicles."

Appointed Body Recommendation:

At its meeting on June 6, 2023, the Parks and Recreation Committee reviewed a presentation on the community park design and provided initial feedback. Interwest subsequently revised the

plans to reflect input from both the Committee and the broader community and presented the updated designs to the Committee on November 7, 2023. At that meeting, the Committee voted to approve the revised design and recommended that the City Council consider permitting the use of the park's fields for organized sports, citing the growing demand for field space.

Following further community engagement, an updated conceptual design was presented to the Committee on September 16, 2024. The Committee unanimously voted to advance the design, with two key recommendations:

- Swap the locations of the playground and sports core to improve visibility and accessibility for families utilizing both the basin and playground areas.
- Relocate the splash pad to the center of the park to establish it as a focal feature.

Both recommendations have been incorporated into the final design.

Park Naming Subcommittee

On May 14, 2015, the City Council adopted Resolution No. 2015-33, establishing the Parks & Facilities Naming Policy. The policy outlines the following core naming principles:

- A distinct geographic, environmental, or developmental feature
- A neighborhood, community, or access street
- A name of historical significance to the facility
- A reflection of the community's ethnic diversity
- An individual or family who has made significant contributions to the community or facility
- A major donor or corporate entity

The Parks Naming Subcommittee convened on April 30 and September 16, 2024, to discuss naming opportunities for various parks, including five pocket parks in University Park, a future community park, and a planned regional park.

In alignment with the naming policy, the subcommittee determined that the community park should be named in honor of an individual who has had a meaningful and lasting impact on the community. After careful consideration, the subcommittee unanimously recommended naming the park after Dave Erwin, the City's first City Attorney upon its incorporation in 1973.

This recommendation was presented to the Parks and Recreation Committee at its January 7, 2025, meeting. The Committee reviewed and approved the proposal, recognizing Mr. Erwin's enduring contributions to the City and affirming that his legacy reflects the City's core values and mission.

City staff subsequently reached out to Mr. Erwin's family. His wife expressed her appreciation and called the recognition a great honor.

Environment Review:

The North Palm Desert Community Park is identified in the City of Palm Desert General Plan, adopted by the City Council on November 10, 2016, and was evaluated for compliance with the

California Environmental Quality Act (CEQA) as part of the certified General Plan Environmental Impact Report (EIR) (SCH No. 2015081020). The project is also included in the Millennium Specific Plan, adopted on March 26, 2015, and further analyzed under CEQA through the Millennium Specific Plan Initial Study. The study concluded that the project would not result in any significant environmental effects that are specific to the site or project.

As such, the Community Park qualifies for a CEQA exemption under CEQA Guidelines Section 15183 – Projects Consistent with a Community Plan or Zoning. Additional environmental studies—including traffic, noise, air quality, and lighting analyses—are planned to support and inform the project. Any necessary amendments to the CEQA documentation will be prepared accordingly.

A Notice of Exemption (NOE), documenting the project's eligibility under Section 15183, will be filed with the County Clerk upon final approval of the North Palm Desert Community Park.

FINANCIAL IMPACT:

This project is included in the approved Capital Improvement Project (CIP) List for Fiscal Year 2024-25. Current funding for the design cost totals \$1,658,400, which includes comprising \$1,008,400 allocated under Account No. 2334670-5000201 and \$650,000 under 4514618-5000913, bond proceeds.

The FY 2025–26 Capital Improvement Plan includes a \$16 million allocation from the General Fund for the construction of the community park, which was the original estimate. The total estimated construction cost of the project is now \$19 million; however, staff will continue to vet this estimate during the finalization of the construction documents. Thereafter, staff will return to the City Council to request an appropriation for the total project cost. Additionally, staff is pursuing grant opportunities to support the project's construction.

Construction documents are expected to be completed by late 2025, at which point the project will be advertised for construction bidding.

The table below provides a detailed breakdown of project current costs:

Description	Current Budget	Project Current Cost	Current Balance
<i>FY 2022/23 - 2334670-5000201</i>	\$1,000,000		
<i>FY 2022/23 – 2334670-500201 Transfer</i>	\$8,400		
<i>FY 2023/24 - 4514618-5000913</i>	\$500,000		
<i>FY 2024/25 – 4514618-5000913</i>	\$150,000		
<i>**C43900 – Interwest - Design</i>		\$1,000,000.00	
<i>C43900 – Interwest – Amendment 1</i>		\$230,095.00	
<i>C43900 – Interwest – Contingency</i>		\$100,000.00	
<i>A43530 – HR Green Consulting – Financial Review</i>		\$8,400.00	
<i>C44810 – Answer Advisory – Surveying</i>		\$14,876.47	
<i>C44820 – Marrs Services – Pre-Construction</i>		\$178,863.00	
<i>Project Total</i>	\$1,658,400	\$1,532,235.47	\$126,164.53
		<i>CVMC Grant Reimbursement</i>	\$300,000.00
		<i>Project Current Fund Balance</i>	\$426,164.53

**includes cost for North Sphere Regional Park

ATTACHMENTS:

1. Desert Sun Article – Dave Erwin
2. Final Concept Plan

Longtime Palm Desert City Attorney David Erwin dies

Sherry Barkas, The Desert Sun

David Erwin, Palm Desert's attorney since before the city's incorporation in 1973, has died, his law firm confirmed Monday.

Erwin died Saturday, said Denise Nix, spokeswoman for Best Best & Krieger, where Erwin was a partner. He was 81.

"Dave Erwin was Palm Desert's first and only city attorney. His long and illustrious association with Palm Desert predates the city's existence as he helped to draft the documents that led to our incorporation in 1973," City Manager John Wohlmuth said. "Dave's 42 years of skillful, loyal and dedicated service to Palm Desert is deeply appreciated by all of us who had the privilege of knowing and working with him is one reason that Palm Desert remains such a uniquely wonderful community."

Mayor Pro Tem Bob Spiegel, currently the longest serving member of the City Council with 21 years, echoed Wohlmuth's comments.

"He did an excellent job as our attorney," Spiegel said. "There was never a complaint against him. His (contract) was always renewed by the City Council and there was never anybody who wanted to get rid of him."

Spiegel said Erwin was also a close friend and he had planned to visit Erwin in the hospital Monday afternoon.

"We would go to lunch together and he would listen to me complain ... but never told me what to do," Spiegel said.

Erwin, who lived in Indian Wells, last attended a City Council meeting on Oct. 8.

He died Saturday in a local hospital with his wife, Travis Erwin, and their two grown children, Scott and Stephanie, around him, longtime co-worker and Deputy City Attorney Robert Hargreaves said.

Erwin joined Best Best & Krieger in October 1986, working out of its Indian Wells office. Prior to that, he was with the firm of Erwin, Andelson & Eldred as well as Marsh, Moore & Cologne in the Coachella Valley.

A 1958 graduate of the University of Oklahoma School of Law, Erwin provided legal services to a variety of cities, including Indio, Indian Wells, Rancho Mirage, Desert Hot Springs, Cathedral City and Needles, according to the Best Best & Krieger website.

"Although I never had the privilege to work with Dave, our paths crossed frequently as colleagues," said Steve Quintanilla, city attorney for Rancho Mirage, Desert Hot Springs and Moreno Valley. "Dave will be remembered as one of the 'greats' among the city attorney community in California."



“He has definitely been a great role model for many city attorneys such as myself. He will be missed by many of us who can only try to follow and fill the huge footprints he has left behind,” Quintanilla said.

The City Council will consider appointing Hargreaves to fill Erwin’s spot, city spokesman David Hermann said. The city’s current contract with Best Best & Krieger expires in 2019, he said.

Hargreaves and Erwin worked together for 30 years.

“He was a mentor to a whole generation of attorneys, including myself,” Hargreaves said Monday. “He was a very gracious person; very personable and always treated people very well. I think I saw him get mad once.”

Erwin, who was also an estate planner, loved being a lawyer and helping people, Hargreaves said, adding that Erwin’s work ethic was unlike that of anyone he’s known.

“People would come to him with all kinds of problems – mostly legal but others as well – and he would help them work through them,” he said.

His health was failing him, but he refused to stop working.

“He wanted to work until he couldn’t anymore,” Hargreaves said.

Erwin grew up in a small town in Oklahoma and moved to the Coachella Valley in the 1950s, Hargreaves said.

He was involved in the community, serving on a variety of boards including the Boys & Girls Clubs of Coachella Valley and the Bob Hope Chrysler Classic -- today the CareerBuilder Challenge.

“Dave was a volunteer on the Board of the Desert Classic Charities and donated his time by giving advice to Eisenhower’s foundation department particularly for planned giving and estate giving. He will be greatly missed,” said Michael Landes, president of the Eisenhower Medical Center Foundation.

A memorial service is planned for 10 a.m. Nov. 20 at St. Margaret’s Episcopal Church in Palm Desert and is open to the public.

<https://www.desertsun.com/story/news/local/palm-desert/2015/11/09/palm-desert-city-attorney-david-erwin-with-best-best--krieg-dies/75465994/>



CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Shawn Muir, Community Services Manager

SUBJECT: 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 \$230,747 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 were 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 on other aquatic centers in the region for comparison, including fees, cost recovery, operator and staffing, amenities, size, and other relevant factors. Staff found that most aquatic centers are city-operated, charge fees similar or higher than those at PDAC, and do not have a formally established cost recovery targets. Also, most facilities offer fewer attractions and amenities than 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:

July 1, 2025: Year 2 Fee Increase

January 2024	April 1, 2025	April 24, 2025	Spring 2026
Implementation of first fee increase. Establishment of income-qualified admissions discount.	Review and consideration by Parks & Recreation Committee. Vote to recommend Year 2 Original Plan	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 (6-1-0, with Guyer voting no) to recommend that the City Council consider an increase to the PDAC fees according to the Year 2 Proposal, allowing for an increase that follows the Original 5-Year Plan.

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 July 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. At that time, the Committee voted unanimously to allow for the implementation of the more moderate Alternative Proposal increase.

However, subsequent budget projections provided a more realistic outlook that was consistent with that of the FY 2024/25 budget. For this reason, staff provided an updated presentation to the Committee during its April 1, 2025, meeting. Following the presentation, the Committee voted to recommend the Year 2 increase that coincides with the original 5-Year plan. A reassessment of the program will be conducted in 2026 to determine the future implementation of the fee increase plan.

FINANCIAL IMPACT:

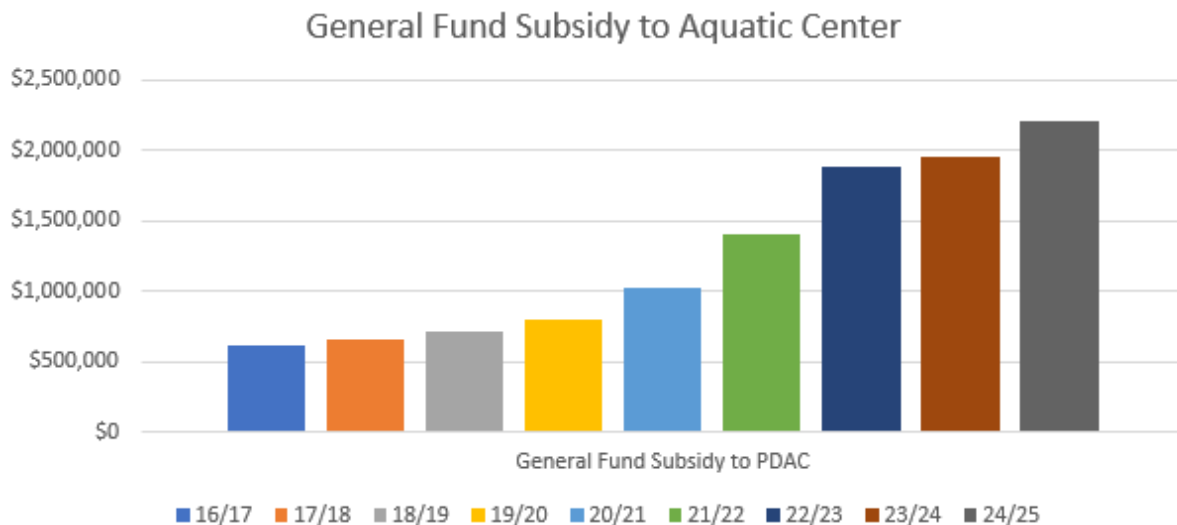
Adopting the Original Proposal would lead to a revenue increase that reduces the estimated Fiscal Year 2025/26 General Fund subsidy for the Palm Desert Aquatic Center operations by approximately \$130,000, decreasing it from \$2.27 million to approximately \$2.14 million.

Proposed PDAC Fee Schedule		Resident			Non-Resident		
Admission Type	Category	Current Fee* est. 1/1/24	Original Proposal from prior plan Begins 7/1/2025	Alternative Proposal based on update Begins 7/1/2025	Current Fee* est. 1/1/24	Original Proposal from prior plan Begins 7/1/2025	Alternative Proposal based on update Begins 7/1/2025
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 intended to fully recover costs, the General Fund must provide an annual subsidy to support PDAC operations. The chart below highlights 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 projected to keep rising, requiring additional General Fund support in the future due to increasing 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.	\$2,215,598	30%

*Operations only. Capital Projects at PDAC may also require General Fund support.



While the fee increase will help reduce the initially projected General Fund subsidy, the report presented to the Parks and Recreation Committee in February underestimated the expected operational costs. Additionally, the midyear budget adjustments approved on February 13, 2025, for PDAC included expenditure reductions that were later found to be over-stated based on actual and anticipated costs through the end of June. As a result, staff is requesting an appropriation of \$230,747 to the appropriate Aquatic Facility Expenditure accounts listed below for FY 2024-25.

Object	FY 2024-25 Original Budget	FY 2024-25 Adjusted Budget as of Dec 2024	Mid Year Request	Post Midyear Budget	Current Budget Adj Request	FY 2024-25 Final Adjusted Budget
4211100 - Supplies-Pool Chemicals	195,000.00	195,000.00	(75,752)	119,248	5,849.05	125,097.05
4219000 - Supplies-Other	25,000.00	32,500.00	(2,468)	30,032	10,904.51	40,936.51
4309000 - Prof - Other	246,500.00	246,500.00	(26,606)	219,894	27,844.46	247,738.46
4309300 - Prof-Other Admn Expenses	200,000.00	210,441.72		210,442	(10,441.72)	200,000.00
4331100 - Replacement Expenditures	30,000.00	30,000.00	(10,000)	20,000	-	20,000.00
4331101 - Contracted Pool Maintenance	380,000.00	375,000.00	(100,000)	275,000	105,000.00	380,000.00
4351000 - Utilities-Water	30,000.00	30,000.00	(21,016)	8,984	1,806.23	10,790.23
4351200 - Utilities-Gas	65,000.00	65,000.00	(51,234)	13,766	53,234.00	67,000.00
4351400 - Utilities-Electric	180,000.00	180,000.00	(32,132)	147,868	12,132.00	160,000.00
4364000 - Filing Fees	5,000.00	5,000.00		5,000	(1,314.75)	3,685.25
4365000 - Telephones	5,000.00	5,000.00		5,000	(1,500.00)	3,500.00
4801100 - COGS - Food & Merchandise	60,000.00	62,500.00	9,666	72,166	(12,166.00)	60,000.00
4802101 - Aquatic Contracted Labor	1,830,000.00	1,819,558.28	4,284	1,823,842	39,399.15	1,863,241.43
	3,251,500.00	3,256,500.00	(305,258.00)	2,951,242	230,747	3,181,989

Projected Rev 966,391
Subsidy from GF 2,215,598

ATTACHMENTS:

1. Resolution No. 2025-____, includes Exhibit A – PDAC 2025 Fee Schedule
2. Resolution No. 2023-045
3. Resolution No. 2011-32

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 April 24, 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 April 11, 2025, with a second notice published on April 18, 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 July 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

Original Proposed Fee Schedule
Palm Desert Aquatic Center

			Implemented as of 1/1/24	Proposed Implementation Timeframe with Annual Evaluation			
Admission Type	Category	Prior Fee est. 2011	Year 1 1/1/2024	Year 2 (Original) 7/1/2025	Year 3 2026	Year 4 2027	Year 5 2028
Resident Admission Rates							
Day Pass	Adult	\$4.00	\$5.50	\$7.50	\$9.00	\$11.00	\$13.00
	Youth/Senior	\$3.00	\$4.25	\$5.50	\$7.00	\$8.50	\$9.75
	Junior	\$2.50	\$3.50	\$4.50	\$5.50	\$6.50	\$8.25
25-Punch Card	Adult	\$94	\$125	\$170	\$205	\$250	\$295
	Youth/Senior	\$65	\$95	\$125	\$160	\$190	\$220
3-month unlimited	Adult	\$150	\$200	\$270	\$325	\$395	\$470
	Youth/Senior	\$110	\$155	\$200	\$250	\$305	\$350
Annual Unlimited	Adult	\$420	\$560	\$755	\$910	\$1,105	\$1,315
	Youth/Senior	\$550	\$435	\$560	\$700	\$855	\$980
Non-Resident Admission Rates							
Day Pass	Adult	\$6.00	\$9.00	\$12.00	\$15.00	\$17.00	\$19.75
	Youth/Senior	\$4.50	\$7.00	\$9.00	\$11.00	\$12.50	\$14.75
	Junior	\$3.75	\$5.75	\$7.75	\$9.75	\$11.75	\$12.25
25-Punch Card	Adult	\$142	\$205	\$270	\$340	\$385	\$445
	Youth/Senior	\$98	\$160	\$205	\$250	\$280	\$330
3-month unlimited	Adult	\$225	\$325	\$430	\$540	\$610	\$710
	Youth/Senior	\$165	\$250	\$325	\$395	\$450	\$530
Annual Unlimited	Adult	\$630	\$910	\$1,205	\$1,510	\$1,710	\$1,990
	Youth/Senior	\$825	\$700	\$910	\$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. 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* est. 2011	Year 1 1/1/2024	Year 2 1/1/2025	Year 3 1/1/2026	Year 4 1/1/2027	Year 5 1/1/2028
Resident Admission Rates							
Day Pass	<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
25-Punch Card	<i>Adult</i>	\$94	\$125	\$170	\$205	\$250	\$295
	<i>Youth/Senior</i>	\$65	\$95	\$125	\$160	\$190	\$220
3-month unlimited	<i>Adult</i>	\$150	\$200	\$270	\$325	\$395	\$470
	<i>Youth/Senior</i>	\$110	\$155	\$200	\$250	\$305	\$350
Annual Unlimited	<i>Adult</i>	\$420	\$560	\$755	\$910	\$1,105	\$1,315
	<i>Youth/Senior</i>	\$550	\$435	\$560	\$700	\$855	\$980
Non-Resident Admission Rates							
Day Pass	<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
25-Punch Card	<i>Adult</i>	\$142	\$205	\$270	\$340	\$385	\$445
	<i>Youth/Senior</i>	\$98	\$160	\$205	\$250	\$280	\$330
3-month unlimited	<i>Adult</i>	\$225	\$325	\$430	\$540	\$610	\$710
	<i>Youth/Senior</i>	\$165	\$250	\$325	\$395	\$450	\$530
Annual Unlimited	<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.

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 12th 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 12th 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

<u>Category</u>	<u>Resident/ Property Owner*</u>	<u>Non-Resident</u>
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.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 24, 2025

PREPARED BY: Carlos Flores, AICP, Principal Planner

SUBJECT: ADOPT A RESOLUTION DESIGNATING SANDPIPER CIRCLE 4
CONDOMINIUMS AS A HISTORIC DISTRICT

RECOMMENDATION:

Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT DESIGNATING THE SANDPIPER CIRCLE 4 CONDOMINIUMS, LOCATED SOUTH OF EL PASEO DRIVE, AS A HISTORIC LANDMARK DISTRICT PURSUANT TO CRITERIA A AND E IN PALM DESERT MUNICIPAL CODE SECTION 29.50.010 (ASSESSOR'S PARCEL NUMBERS 640-230-002 THROUGH 640-230-027)."

BACKGROUND/ANALYSIS:

On October 9, 2008, the City Council of Palm Desert adopted Ordinance 1168 which established procedures for designation of Historic Districts, as outlined in Palm Desert Municipal Code (PDMC) Chapter 29.50. Requests for designation of any historic district may be initiated by any person, organization or entity and require City Council approval upon recommendation of the Cultural Resources Preservation Committee (CRPC).

This project (CRPC24-0005) is a request by Kerry Stern (Applicant) on behalf of Sandpiper to designate the existing Circle 4 Condominiums (Circle 4) located south of El Paseo, west of Highway 74, east of Edgehill Way, and North of Pitahaya Street, encompassing Assessors Parcel Numbers 640-230-002 through 640-230-025 and 640-230-027, as a historic district. On A total of eleven (11) out of 17 Circles within Sandpiper have received a historical designation, as summarized in Table 1 below. The Circles are ordered by the approximate order in which the building clusters were built.

Table 1 – Sandpiper Historic Designation Summary

Sandpiper Circle Number	Designation Date
Circle 1	4/14/2022
Circle 2	2/10/2022
Circle 3	2/10/2022
Circles 5-10	3/23/2017
Circles 11 & 12	5/23/2013

Cultural Resources Preservation Committee (CRPC) Recommendation:

At its February 26, 2025 regular meeting, the CRPC made findings pursuant to Palm Desert Municipal Code (PDMC) Section 29.50.010 under Criteria A and E and approved a recommendation to the Palm Desert City Council to adopt a resolution to designate the property as a historic district.

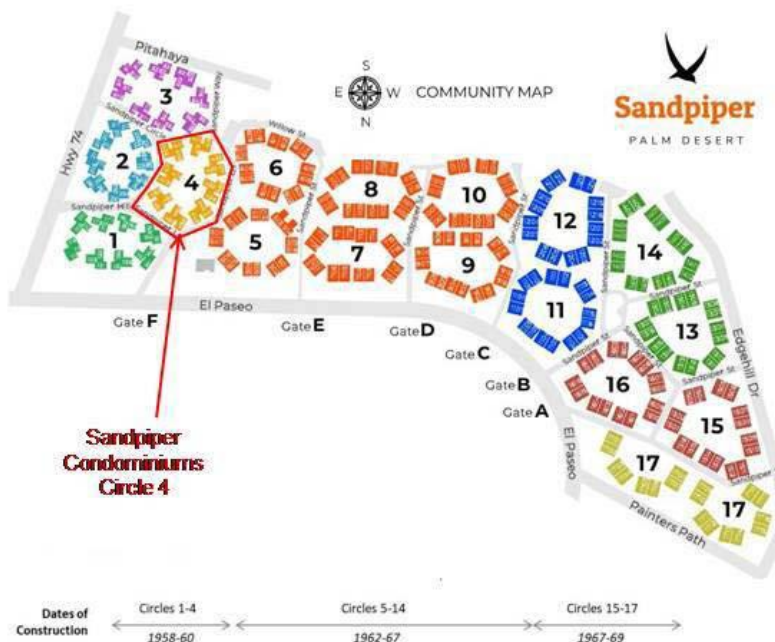
Project Description:

The Applicant has submitted their nomination application (Attachment 2) which provides a detailed analysis on the proposed designation, complete with justification, historical documentation, findings, and photographs. A summary of the nomination application is below:

Definition

The Sandpiper condominium complex (Complex) was developed with a total of 16 full circles and two half circles, originally designed and constructed from 1958-1960 (See Figure 1 below). Circle 4 was completed around 1960 and was meant to represent the start of a western expansion. The entirety of the Complex was constructed with a singular architectural vision where nearly every Circle was built simultaneously with similar materials and design.

Figure 1 – Sandpiper Community



Boundary

The main reasoning behind the proposal is to include Circle 4 to the rest of the approved historic districts within the Complex, as summarized in Table 1. Circle 4 was built with a similar vision, architecture, and materials as the rest of the Complex. The nomination includes the common area, a large pool with a poolside community that is consistent amongst each individual circle within the Complex, and surrounding landscaping. Detached carports were added in the 1970s after the development's 1960 completion and are not a part of this application.

Physical Description

Circle 4 is a part of the first Circles (1-4) that were originally built and are the only circles with triplexes. Circle 4 has horizontal lines, flat roofs, expansive amounts of glass, clerestory windows, and other characterizing features of mid-century modern architecture that is consistent with the rest of the Complex and with architecture practices of Palm Desert in its time period.

Theme

A condominium complex with a “pin-wheel” green belt configuration is a critical theme of Circle 4 and the rest of the Complex, which is a concept derived from 19th century British planner Ebenezer Howard. Each Circle has a pool as a central hub and is built to emulate a car-free environment with buildings fronting onto a green belt, and streets running along the perimeters instead of interiors, as shown in Figure 2 below.

Figure 2 – Aerial View Circle 4



Significance

As noted in the application, Palm Desert is known as a center of important mid-century architecture, and Circle 4 represents an excellent intact example of American Modernist architecture. Sandpiper Condominium Circle 4, completed in 1960 by the Los Angeles-based architectural firm of Palmer & Krisel, exhibits numerous stylistic markers that place them directly in the historic context of Palm Desert’s Modern Period.

ANALYSIS:

Pursuant to PDMC 29.20.010 Definitions, a “historic geographic district” means *“any geographic area that possesses a concentration, linkage, or continuity of historic or cultural resources of which fifty percent or more of the total retain integrity and which have been designated as a historic district by the city council or is listed in a county, state or federal register.”* The request for designation of any historic district may be initiated by any person, organization or entity and is subsequently referred to the CRPC for their recommendation to the City Council for a final determination. Per PDMC 29.50.010, a district may be designated if it is determined that the district represents a significant and distinguishable entity that at the local level does any of the following:

- A. Exemplifies or reflects special elements of cultural, social, economic, political, aesthetic, engineering, architectural, or natural history; or
- B. Is identified with persons or events significant in history; or

- C. Embodies distinctive characteristics of a style, type, period, or method of construction, or is a valuable example of the use of indigenous materials or craftsmanship; or
- D. Represents the work of master builders, designers, or architects; or
- E. Reflects distinctive examples of community planning or significant development patterns, including those associated with different eras of settlement and growth, agricultural, or transportation; or
- F. Conveys a sense of historic and architectural cohesiveness through its design, setting, materials, workmanship or associations; or
- G. Is an archaeological, paleontological, botanical, geological, topographical, ecological, or geographical resource that has yielded or has the potential to yield important information in history or pre-history.

All of the previously designated Circles within Sandpiper noted in Table 1 were designated based on Criteria A and Criteria E listed above. The Applicant has provided justification for approval based off each Criteria listed above. Staff is recommending approval of the proposed designation based off Criteria A and Criteria E. A summary of analysis for Criteria A and Criteria E is listed below:

Criteria A:

Applicant's Response:

Sandpiper Circle 4 exemplifies excellent examples of Mid-Century Modern aesthetics, engineering and architecture.

The project exemplifies special elements of culture, social, economic, aesthetic, and architecture, as outlined in the Application. Circle 4 represents an excellent intact example of American Modernist architecture. Sandpiper Condominium Circle 4, completed in 1960 by the Los Angeles-based architectural firm of Palmer & Krisel, exhibits numerous stylistic markers that place them directly in the historic context of Palm Desert's Modern Period. Circle 4 has horizontal lines, flat roofs, expansive amounts of glass, clerestory windows, and other characterizing features of mid-century modern architecture that is consistent with the rest of the Complex. The Circle layout, complete with a centralized pool and a "pin-wheel" green belt configuration is a critical theme of Circle 4 and the rest of the Complex, which is a concept derived from 19th century British planner Ebenezer Howard.

As noted, 11 other Circles within Sandpiper have previously been approved as historic districts based off Criteria A, and Circle #4 has all of the same architectural and design components as those previously approved.

Criteria E:

Applicant's Response:

The concept of a condominium, where the ownership of a building or property is a shared entity is a relatively modern phenomenon, although communal living is not. The first “condominium” was built in the United States in 1960 in Salt Lake City, Utah. The concept grew in popularity and by the end of the decade condominiums were present in all 50 states.

The site planning at Sandpiper is a pin-wheel configuration around a central hub (in this case the pool) and its greenbelt concept draws from 19th century British planner Ebenezer Howard’s Garden City. Howard’s concept envisioned a world where the best of city and rural life is combined to create a utopian environment. He espoused the need for green belts, in an effort to reduce congestion and to create a healthy environment in which to live. Palmer & Krisel expands this idea by creating an environment free from cars, a popular symbol of urban distress. Their site planning re-examines not only urban but suburban living. Palmer & Krisel deftly sited all vehicular roads and carports on the perimeter of each circle. Their buildings turn their “fronts” away from the street. The “front porch” no longer faces the street but is moved to look onto the green belt. In this, the pool becomes the “new street scape”: the new social gathering place for the complex.

Beginning in 1956 with their first Palm Springs tract, Twin Palms, Krisel, the firm's lead designer for desert houses, and Alexander Homes, the home developer used variation of orientation and roofline, integration of indoor and outdoor living, and careful use of standardized elements to make modernist design affordable enabling an affordable 2nd home for the escape from the city. This popularized this post-and-beam architectural style in the Coachella Valley. Alexander houses and similar homes feature low-pitched roofs, wide eaves, open-beamed ceilings, and floor-to-ceiling windows. The houses facilitated indoor-outdoor living in the desert with sheltered patios and pools and in some cases breezeways clerestory windows improved air circulation while bringing light into the house. The interior designs included flexible room dividers to adapt the floor plan to the owners' preferences.

The response provided by the Applicant provides satisfactory evidence towards meeting the requirements of Criteria E. Additionally, 11 other Circles within Sandpiper have previously been approved as historic districts based off Criteria E, and Circle #4 has all of the same components as those previously approved.

Legal Review:

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

Public Input:

Pursuant to the requirements of PDMC Section 29.50.080, a ten-day (10) notice of this hearing was posted in *The Desert Sun* on April 11, 2025, and mailed to all property owners within a 300-foot radius of the subject property. At the time of preparation of this report, no comments were received.

Environment Review:

Designation of the existing single-family residence as a local landmark is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2), the general exemption rule, of the CEQA Guidelines as the proposed project will not result in any foreseeable

indirect change in the environment. The project is also exempt under CEQA Guidelines Section 15060(c)(3) the activity is not considered as a project as defined under Guidelines Section 15378 as it has no potential for resulting in any indirect or direct physical changes to the environment.

FINANCIAL IMPACT:

There is no fiscal impact associated with the recommended action. As a designated historic landmark, the property owner may apply for a Mills Act contract to receive a reduction in property taxes in exchange for preserving the historic structure. However, this impact will occur at a future time.

ATTACHMENTS:

1. Draft City Council Resolution
2. Project Application
3. Public Hearing Notice

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT DESIGNATING THE SANDPIPER CIRCLE 4 CONDOMINIUMS, LOCATED SOUTH OF EL PASEO DRIVE, AS A HISTORIC LANDMARK DISTRICT PURSUANT TO CRITERIA A AND E IN PALM DESERT MUNICIPAL CODE SECTION 29.50.010 (ASSESSOR'S PARCEL NUMBERS 640-230-002 THROUGH 640-230-027)
CASE NOS. CRPC24-0005

WHEREAS, Chapter 29.50.090 of the Palm Desert Municipal Code (PDMC) allows for the designation of historic districts by the City Council; and

WHEREAS, on Kerry Stern ("Applicant"), on behalf of the Sandpiper residential development ("Owner"), filed an application, including a statement of significance, with the City pursuant to the requirements of Title 29 of the PDMC to designate "Sandpiper Circle 4 Condominiums" located south of El Paseo Drive (Assessor's Parcel Number 640-230-002 THROUGH 640-230-027) ("Property") as a local historic district; and

WHEREAS, the historic landmark designation request is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2), the general exemption rule, of the CEQA Guidelines as the proposed project will not result in any foreseeable indirect change in the environment and Section 15060(c)(3) the activity is not considered as a project as it has no potential for resulting in any indirect or direct physical changes to the environment; and

WHEREAS, on February 26, 2025, a noticed public hearing of the Palm Desert Cultural Resource Preservation Committee (CRPC) was held to consider the Historic Designation under case CRPC24-0005 and recommended the City Council adopt a resolution designating Sandpiper Circle 4 as a historic district based off Palm Desert Municipal Code 29.50.010 Criteria A and E; and

WHEREAS, on April 24, 2025, a noticed public hearing of the Palm Desert City Council was held to consider the Historic Designation under case CRPC24-0005; and

WHEREAS, the City Council reviewed the application materials and considered all public testimony and comments provided prior to and during the meeting, and made the following findings pursuant to PDMC Section 29.50.010:

1. Criteria A: Sandpiper Circle 4 exemplifies excellent examples of Mid-Century Modern aesthetics, engineering and architecture.

The project exemplifies special elements of culture, social, economic, aesthetic, and architecture, as outlined in the Application. Circle 4 represents an excellent intact example of American Modernist architecture. Sandpiper Condominium Circle 4, completed in 1960 by the Los Angeles-based architectural firm of Palmer & Krisel, exhibits numerous stylistic markers that place them directly in the historic context of Palm Desert's Modern Period. Circle 4 has horizontal lines, flat roofs, expansive amounts of glass, clerestory windows, and other characterizing features of mid-

RESOLUTION NO. 2025-

century modern architecture that is consistent with the rest of the Complex. The Circle layout, complete with a centralized pool and a “pin-wheel” green belt configuration is a critical theme of Circle 4 and the rest of the Complex, which is a concept derived from 19th century British planner Ebenezer Howard.

As noted, 11 other Circles within Sandpiper have previously been approved as historic districts based off Criteria A, and Circle #4 has all of the same architectural and design components as those previously approved.

2. Criteria E: The concept of a condominium, where the ownership of a building or property is a shared entity is a relatively modern phenomenon, although communal living is not. The first “condominium” was built in the United States in 1960 in Salt Lake City, Utah. The concept grew in popularity and by the end of the decade condominiums were present in all 50 states.

The site planning at Sandpiper is a pin-wheel configuration around a central hub (in this case the pool) and its greenbelt concept draws from 19th century British planner Ebenezer Howard’s Garden City. Howard’s concept envisioned a world where the best of city and rural life is combined to create a utopian environment. He espoused the need for green belts, in an effort to reduce congestion and to create a healthy environment in which to live. Palmer & Krisel expands this idea by creating an environment free from cars, a popular symbol of urban distress. Their site planning re-examines not only urban but suburban living. Palmer & Krisel deftly sited all vehicular roads and carports on the perimeter of each circle. Their buildings turn their “fronts” away from the street. The “front porch” no longer faces the street but is moved to look onto the green belt. In this, the pool becomes the “new street scape”: the new social gathering place for the complex.

Beginning in 1956 with their first Palm Springs tract, Twin Palms, Krisel, the firm's lead designer for desert houses, and Alexander Homes, the home developer used variation of orientation and roofline, integration of indoor and outdoor living, and careful use of standardized elements to make modernist design affordable enabling an affordable 2nd home for the escape from the city. This popularized this post-and-beam architectural style in the Coachella Valley. Alexander houses and similar homes feature low-pitched roofs, wide eaves, open-beamed ceilings, and floor-to-ceiling windows. The houses facilitated indoor-outdoor living in the desert with sheltered patios and pools and in some cases breezeways clerestory windows improved air circulation while bringing light into the house. The interior designs included flexible room dividers to adapt the floor plan to the owners' preferences.

NOW, THEREFORE, BE IT RESOLVED by the City Council of 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.

RESOLUTION NO. 2025-

SECTION 2. That Section 29.50.090 of the PDMC requires that the City Council adopt a resolution designating a historic district based upon facts and findings on the criteria outlined in Chapter 29.50 Historic District.

SECTION 3. Based upon the foregoing findings and facts incorporated herein, the Property, located at Sandpiper Circle 4, is hereby designated as a local historic district.

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 _____, 2025.

ANTHONY J. MEJIA
CITY CLERK

Sandpiper Condominiums Circle 4

Historic District Nomination



**Prepared by Kerry Stern
2024**

Acknowledgements

The author would like to recognize the help and contributions of:

Rebecca Xenos

Darren Shay

Rochelle McCune

Christi Van Cleve

Karen Porter

and

Sandpiper Condominiums 1, 2 and 3 for leading the way and
sharing their applications



And to architect

William Krisel, AIA

A pioneer of Mid-Century Modernism whose vision and determination made
Sandpiper a reality.

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Introduction

On April 6, 2023, the board of directors of the Palm Springs Garden Apartments #4, commonly known as Circle 4, voted to seek historic designation through the City of Palm Desert. (Appendix A). An Ad-Hoc Committee was appointed to pursue the application on behalf of the Association. A motion was made to appoint owners Christi Van Cleve, Karen Porter and Rebecca Xenos to the committee. Due to extenuating circumstances, this committee was unable to complete the project. On June 22, 2024, the Board appointed Kerry Stern to complete the historic portion of the application.

This nomination seeks to have the City designate Sandpiper Condominiums Circle 4 with historic status, joining the existing Historic District #4 which already encompasses the rest of the Sandpiper Condominiums complex.

Circles 1-4 of Sandpiper Condominiums, constructed between 1958 and 1960, saw architect William Krisel create a template for affordable, modernist architecture in a desert environment that would earn him national acclaim. The design elements and language that Krisel developed in the original four circles would go on to be utilized in the design of subsequent Circles as they were built out in the 1960's.

Sandpiper Circle 4 has been part of several modern home tours, including those conducted during Modernism Week.

“To WINTER in the desert playground of the Palm Springs area has been the dream of all who know California. Now the dream can come true in a simple and interesting manner. On the highway at Palm Desert, midway between Palm Springs and Indio, is The Sandpiper –the ultimate in desert living...these luxury homes, built on an own-your-own basis are now well into their fourth cluster. They provide every privacy and every facility from beautiful enclosed patio gardens to built-in electric kitchens—all combined with the finest in resort hotel service and maintenance. Without a care in the world one may revel in desert sunshine, invigorating clear air, in interesting mountains and wide stretches of golden sand.”

Pictorial California, 1960



City of Palm Desert
Department of Building and Safety
73-510 Fred Waring Dr., Palm Desert, CA 92260
(760) 776-6420
Fax (760) 776-6392

Historic District Cultural Resources Nomination Application

1. District Name: Sandpiper Condominiums (Circle 4)

APPLICANT INFORMATION

Preparer: Kerry Stern

Sponsoring Organization (if any): _____

Address: 27091 Calle Caballero Unit B (mailing) (also own 462 Sandpiper)

City San Juan Capistrano State CA Zip 92675

Phone/EMAIL: 951-212-2816 / kcstern@verizon.net

Signature of Applicant (s):

Kerry Stern

Date form prepared: 11/17/2024

(Attach additional sheets as necessary)

DESCRIPTION

2. Boundary Description: Attached

3. Boundary Justification: Attached

4. Physical Description: Attached

SIGNIFICANCE

5. Theme: Attached

6. Period of Significance: Attached

7. Narrative Statement of Significance: Attached

ADDITIONAL INFORMATION

8. References

9. Photographs

Historic District Cultural Resources Nomination Application—Expanded Entries

1. Definition

There are 17 Circles within the Sandpiper Condominium complex with sixteen full Circles (each with a pool) and two half Circles (each with a pool). In Circles 1 through 4, the original Sandpiper Circles designed by Palmer & Krisel (1958-1960), three attached condominium units comprised a building, and eight buildings comprised a Circle. The units are typically mirror images of each other joined at the common wall, with some minor variations designed to add visual interest such as varying heights in the original four Circles. The Circle numbers indicated the approximate order in which the building clusters were built.

Circle 4 was completed around 1960 and represented the start of a western expansion. The ramada was in a triangular shape and was skillfully placed into the landscape. Many of the Sandpiper owners by now were coming from Southern California and using their units as weekend getaways. The Sandpiper was no longer limited to winter use as originally conceived.

2. Boundary Description

The Sandpiper Condominium complex is located south of El Paseo Drive, west of California Route 74, east of Edgehill Way and north of Pitahaya Street. Primary entrances to each complex are on El Paseo Drive.

Currently, the City's Historic District #4 comprises Sandpiper Condominiums Circles 1, 2, 3, 5-10 and 11-12. Circles 5-10 and 11 and 12 are in the center of the Sandpiper Condominium Complex. **This nomination proposes that Sandpiper Condominiums Circle 4 be added into the Historic District #4.**

Sandpiper Condominiums Circle 4 is adjacent to Circle 1 (North), Circle 2 (East) and Circle 3 (South). Circles 5-10 are located west of Circle 4. Access to the circle is through the most eastern Gate F off of El Paseo Drive.

The specific Assessor Parcel Numbers (APNS) contained in Sandpiper Condominiums Circle 4 are sited in Appendix.B and in total constitute a legal description of the

proposed new addition to the Sandpiper Historic District #4 and, by extension, the new boundaries of the district.

3. Boundary Justification

This nomination is specifically written to include Circle 4 of the Sandpiper Condominium.

Unlike some historic districts, which can contain a variety of architectural styles built over an extended period, the Sandpiper Condominium complex represents a concentrated architectural vision with the buildings in each Circle constructed nearly simultaneously, of the same materials, deliberately sited in a coherent plan. Circle 4 is an intrinsic part of this common architectural vision. Included in this historic district nomination is the common area, or courtyard, which is surrounded by the buildings of Circle 4. A pool is in the center of the common area. The pool is surrounded by a large accessible area of landscaping, which serves as a buffer between the pool and the units. A poolside community Ramada was an important part of the original design. The detached carports were added in the 1970s well after the development's completion in 1960 and are not a part of the application for historic status.

4. Physical Description (and History)

Circle 4 is part of the first Circles (1 through 4) designed and constructed of the Sandpiper Condominiums. They were originally built as cooperatives by the construction company of George M. Holstein and Sons along with the Western Land and Capital Company.

The architectural firm of Palmer and Krisel was brought on to design the initial phase (Circle 1) of Sandpiper Condominiums and construction was completed in 1958. While Krisel was directly responsible for the designs of Circles 1-14 of the entire Sandpiper complex, Circles 1-4 were the only ones which were triplexes, the rest being duplexes. Circle 4 was completed around 1960.

The triplex units are typically mirror images of two styles, Y and X, Y being the taller clerestory window and X the lower roof line, with some minor variations designed to add visual interest such as varying heights in the original four Circles. Each 3-unit pod has 3 different types of kitchens, round (Unit A), square (Unit B) and rectangular (Unit C). The specific Riverside County Assessment Number PIN (Property Identification Numbers) are included in Appendix B for Circle 4.

Sandpiper Condominiums Circle 4 is indicative of Mid-Century Modern Architecture because it's distinctive characteristics such as horizontal lines, flat roofs, expansive amounts of glass, clerestory windows, passive solar features, use of inexpensive, machine-produced materials, masonry, innovative fixtures and state of the art

appliances echoed that trending style. These embodied the building practices in Palm Desert and the Coachella Valley that were applied to such projects in the 50' and 60's. These came on the heels of the earlier Bauhaus and themes and were explored in the Case House Studies of 1945 until 1966.

Circle 4 uses the myriads of the concrete block patterns developed specifically for this project. While concrete block was used extensively in construction at this time this block was exclusively designed to set the design theme of the Sandpiper Krisel approach. These distinct designs were personally designed by Krisel himself. Uses of concrete feature block, commercially known as "Shadowal," and a pierced concrete screen block.

5. Theme

The concept of a condominium, where the ownership of a building or property is a shared entity is a modern phenomenon, although communal living is not. The first "condominium" was built in the United States in 1960 in Salt Lake City, Utah. The concept grew in popularity and by the end of the decade condominiums were present in all fifty states.

The site planning at Sandpiper is a pin-wheel configuration around a central hub (in this case the pool) and its greenbelt concept draws from 19th century British planner Ebenezer Howard's Garden City. Howard's concept envisioned a world where the best of city and rural life is combined to create a utopian environment. He espoused the need for green belts, to reduce congestion and to create a healthy environment in which to live.

Palmer & Krisel expands Howard's tenet by creating an environment free from cars, a popular symbol of urban distress. Their site planning re-examines not only urban but suburban living. Palmer & Krisel deftly sited all vehicular roads and carports on the perimeter of each circle. Their buildings turn their "fronts" away from the street. The "front porch" no longer faces the street but is moved to look onto the green belt. In this, the pool becomes the "new street scape": the new social gathering place for the complex.

6. Period of Significance

The relatively short history of Palm Desert can be organized into three more or less distinct periods that include Prehistory, the Settlement Period, and the Modern Period. It is within the context of the last period that this building will be evaluated.

Modern Period (1925-1960s): Located in the central portion of the Coachella Valley, Palm Desert was first developed as an agricultural area of date farms. The Modern

Period can be considered to have begun with the construction of Coachella Valley's first "modern" structure, the Paul and Betty Popenoe Cabin designed in 1922 by the Austrian-born American modernist architect Rudolph Schindler (1887-1953). With this building, the area's then predominant architectural style based on Mexican and Spanish Colonial motifs began to change.

The Historical Society of Palm Desert succinctly describes the pre-war and wartime history of the city as follows:

In the 1930s a few homes were built and lots sold in a development north of Highway 111 called Palm Village. World War II brought General Patton to Portola Avenue and to the Colorado Desert to train for African warfare; but no one ever dreamed this would become a world-class destination resort.

After the conclusion of World War II, tourist-based development began to replace agriculture. The first large-scale development was marked by the opening of Shadow Mountain Resort built by the Henderson brothers (Cliff, Randall, Phil, and Carl). This was followed by development of the "El Paseo" commercial strip, which was a former army maintenance camp. Soon afterwards, Palm Desert quickly developed into a resort destination in parallel with its neighbors Palm Springs and Rancho Mirage.

Palm Desert, along with neighboring Palm Springs and Rancho Mirage, are together internationally known as a center of important midcentury architecture. The buildings and site that constitute Sandpiper Condominiums represents an excellent intact example of American Modernist architecture. This midcentury architecture may therefore be viewed as a key component of the historic trend that has come to define the Coachella Valley and one that exemplifies a particular period of the nation, state, or local history.

7. Narrative of Statement of Significance

Sandpiper Condominium Circle 4, completed in 1960 by the Los Angeles-based architectural firm of Palmer & Krisel, exhibits numerous stylistic markers that place them directly in the historic context of Palm Desert's Modern Period. Further, Circle 4 is an excellent example of multi-family residential development in Palm Desert in the mid-1960s. The 24 units and 8 buildings that comprise Circle 4 reflects a coherent vision of modernist architecture rarely found anywhere else in the United States. The siting of the buildings in Circle 4, and the landscape architecture further reinforce a coherent modernist architectural vision that successfully created a leisure lifestyle of "carefree desert living."

Sandpiper Condominium Circle 4 is significant under the theme of Modern Architecture because it possesses distinctive characteristics that make up the many qualities of the

style, such as overall horizontality, flat roofs, expansive amounts of glass, clerestory windows, use of inexpensive, machine-produced materials, and masonry. Together, the structures and site are an excellent illustration of their type or period of construction and an important example (within its context) of building practices in Palm Desert and the Coachella Valley at midcentury.

Adding to the significance of the Sandpiper Condominium complex, in the late 1950s, and onward, the architectural firm of Palmer & Krisel was quickly recognized as a firm that paid careful attention to the requirements of builders. Specifically, they were remarkably successful in solving the problem of producing superior design while still meeting tight project budgets. This economic system allowed cheaper units which launched the affordable 'second home' trend in Southern California. This was a welcome escape from the winter fogs of the coast and the hectic Los Angeles life. Modern highways were being constructed which drastically cut the travel time.

In the mid-1950s, Palmer & Krisel began to receive substantial professional recognition for their already burgeoning body of work. This recognition ranged from awards bestowed by the local Southern California chapter of the American Institute of Architects to recognition from the influential National Association of Homebuilders. The firm was also listed as one of the "top 100 firms in the nation" by the seminal *Progressive Architecture* magazine. The Los Angeles-based firm Palmer & Krisel produced a large and diverse body of work including housing tracts, office high-rises and shopping centers. In all, 40,000 housing units were produced by the firm.

8. Additional Information

A. Bibliography

- Chavkin, Dan. *Unseen Midcentury Desert Modern*. 2016
Coquelle, Aline. *Palm Springs Style*. 2005
Faibyshev, Dolly. *Palm Springs: Mid-Century Modern*. 2010
Kaplan, Wendy. *Los Angeles County Museum of Art. California Design 1930-1965: Living in a Modern Way*. 2011
Menrad, Chris, ed. *William Krisel's Palm Springs: The Language of Modernism*. 2016
Mid Mod Mango website. *The Lasting Impact of Mid-Century Architect William Krissel*. February 18, 2018
Morazzi, Peter. *Palm Springs Paradise: Vintage Photographs from America's Desert Playground*. 2015
Pictorial California, 1960
Roth, Leland M. *American Architecture: a history*. 2016
Street-Porter, Tim. *Palm Springs: A Modernist Paradise*. 2018
Sandpiper Palm Desert 1958-1969. Historical Society of Palm Desert. 2013

B. Other Sources

City of Palm Desert website
Palm Desert Historical Society
Riverside County Assessor's Office
Sandpiper Circle 1 Nomination, 2021
Sandpiper Circle 2 Nomination, 2021
Sandpiper Circle 3 Nomination, 2021

C. Photographs

Required documentation photographs of Sandpiper Circle 4 and miscellaneous historical photographs and advertisements are contained in the nomination packet.

Appendix A. Action Items

PALM SPRINGS GARDEN APARTMENTS #4

MEETING OF THE BOARD OF DIRECTORS

APRIL 6, 2023 AT 1:00 P.M.

THE MEETING WAS HELD AT THE CHISHOLM RESIDENCE

Historic Designation Process

President Chisholm announced the Board's intent to seek Historic Designation through the City of Palm Desert. It was noted that Circle 4 is the only Circle that has not sought designation to date. Discussion ensued regarding potential benefits to the Association with the designation, such as tax incentives that may be enjoyed by some owners, as well as the possibility of increased property values. President Chisholm then requested a show of hands of owners present at the meeting that are interested in pursuing Historic Designation for the Association; 14 owners present were in favor and one was opposed.

A motion was then made by Paul Chisholm to proceed as an Association with the application process to obtain the Historic Designation through the City of Palm Desert. The motion was seconded by Art Schneidt and carried.

The Board then discussed the process, and it was agreed that an Ad-Hoc Committee of members should be appointed to handle the administration needed to pursue the designation on behalf of the Association.

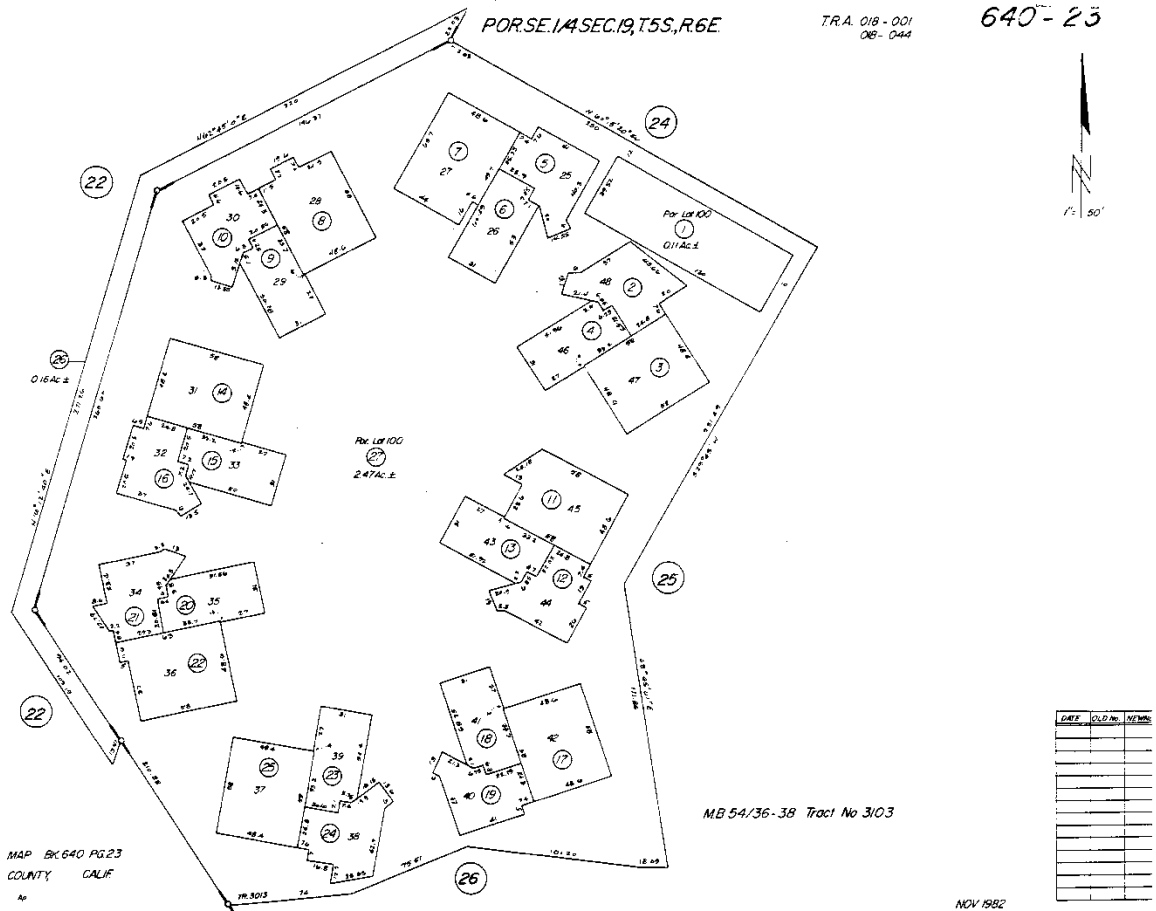
Following discussion, a motion was made by Art Schneidt to appoint owners Christi Van Cleve, Karen Porter and Rebecca Xenos to the Ad-Hoc Committee to pursue Historic Designation on behalf of the Association. The motion was seconded by Paul Chisholm and carried.

Appendix B. Sandpiper Condominiums

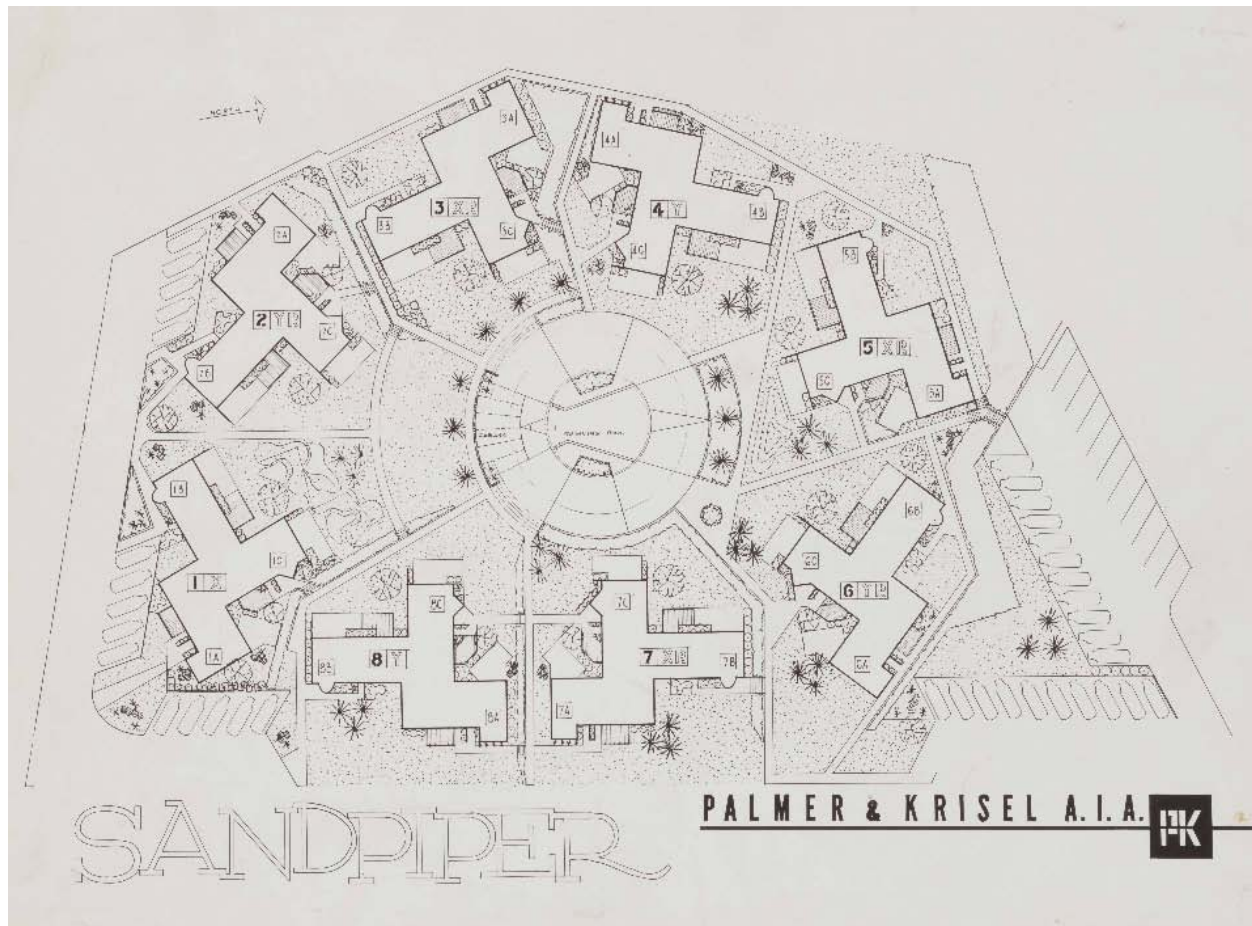
Circle 4 APNs

The specific Riverside County Assessment Number PIN (Property Identification Numbers) are as follows:

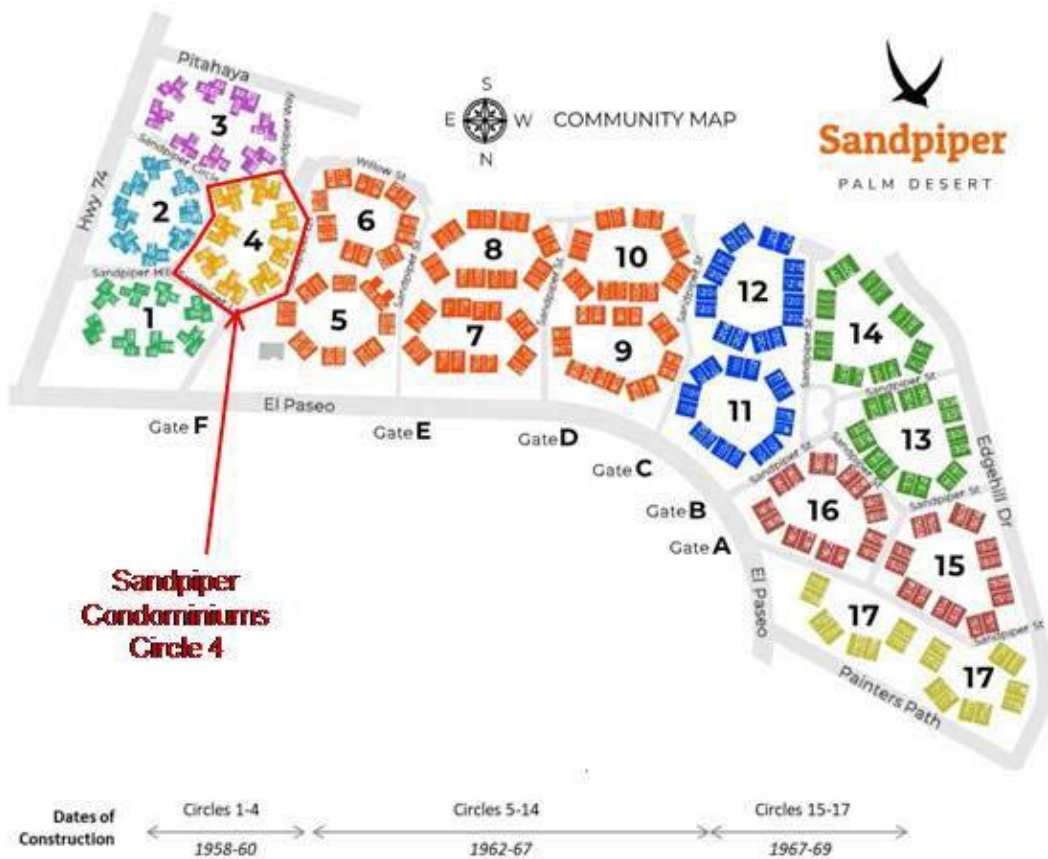
Unit Address	PIN/APN
411 Sandpiper St	640-230-024
412 Sandpiper St	640-230-023
413 Sandpiper St	640-230-025
421 Sandpiper St	640-230-021
422 Sandpiper St	640-230-020
423 Sandpiper St	640-230-022
431 Sandpiper St	640-230-016
432 Sandpiper St	640-230-015
433 Sandpiper St	640-230-014
441 Sandpiper St	640-230-010
442 Sandpiper St	640-230-009
443 Sandpiper St	640-230-008
451 Sandpiper St	640-230-005
452 Sandpiper St	640-230-006
453 Sandpiper St	640-230-007
461 Sandpiper St	640-230-002
462 Sandpiper St	640-230-004
463 Sandpiper St	640-230-003
471 Sandpiper St	640-230-012
472 Sandpiper St	640-230-013
473 Sandpiper St	640-230-011
481 Sandpiper St	640-230-019
482 Sandpiper St	640-230-018
483 Sandpiper St	640-230-017
Circle 4 Common Area	640-230-027



Appendix D. Krisel Site Plan Circle 4



Appendix E. Sandpiper Community Map



Aerial View of Circle 4



Appendix F. Integrity Analysis

INTEGRITY

This is the ability of a property to convey its significance. To be listed in the local registry, a property must not only be shown to be significant under the criteria, but also must have integrity. The evaluation of integrity is sometimes a subjective judgment, but it must always be grounded in an understanding of a property's physical features and how they relate to its significance. Historic properties either retain integrity (that is, convey their significance) or they do not. The definition of integrity includes seven aspects or qualities. To retain historic integrity a property will always possess several, and usually most, aspects. The retention of specific aspects of integrity is paramount for a property to convey its significance. Determining which of these aspects are most important to a particular property requires knowing why, where, and when the property is significant. The following sections define the seven aspects and explain how they combine to produce integrity.

LOCATION

Location is the place where a historic property was constructed or the place where an historic event occurred. The relationship between the property and its location is often important to understanding why the property was created or why something happened. The actual location of a historic property, complemented by its setting, is particularly important in recapturing the sense of historic events and people. Except in rare cases, the relationship between a property and its historic associations is destroyed if the property is moved. **Sandpiper Condominiums Circle 4 remains in its original location and therefore qualifies under this aspect.**

DESIGN

Design is the combination of elements that create the form, plan, space, structure, and style of a property. It results from conscious decisions made during the original conception and planning of a property and applies to activities as diverse as community planning, engineering, architecture, and landscape architecture. Design includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials. A property's design reflects historic functions and technologies as well as aesthetics. It includes such considerations as the structural system; massing; arrangement of spaces; pattern of fenestration; textures and colors of surface materials; type, amount, and style of ornamental detailing. **Although the units and site of Sandpiper Condominiums Circle 4 has seen some alterations, the essential characteristics of form, plan, space, structure and style have survived intact.**

SETTING

Setting is the physical environment of a historic property. Whereas location refers to the specific place where a property was built or an event occurred, setting refers to the character of the place in which the property played its historical role. It involves how, not just where the property is situated, and its relationship to surrounding features and open space. Setting often reflects the basic physical conditions under which a property was built and the functions it was intended to serve. In addition, the way in which a property is positioned in its environment can reflect the designer's concept of nature and aesthetic preferences. **The setting of the Sandpiper Condominiums Circle 4 continues to reflect the architects' original design relationship of site and structure.**

MATERIALS

Materials are the physical elements that were combined or deposited during a particular period and in a particular pattern or configuration to form a historic property. The choice and combination of materials reveals the preferences of those who created the property and indicates the availability of types of materials and technologies. **As mentioned previously, while some of the Sandpiper Condominiums Circle 4 exterior surface materials have been painted, this change does not constitute a significant loss of the physical elements that expressed the design during the building's period of significance.**

WORKMANSHIP

Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is evidence of artisans' labor and skill in constructing or altering a building, structure, object, or site. Workmanship can apply to the property as a whole or to its individual components. It can be expressed in vernacular methods of construction and plain finishes or in highly sophisticated configurations and ornamental detailing. It can be based on common traditions or innovative period techniques. Workmanship is important because it furnishes evidence of the technology of a craft, illustrates the aesthetic principles of a historic or prehistoric period, and reveal individual, local, regional, or national applications of both technological practices and aesthetic principles. Examples of workmanship in historic buildings include tooling, carving, painting, graining, turning, and joinery. **Within the buildings of Sandpiper Condominiums Circle 4, the workmanship is comprised of integral ornamental detailing reflected in concrete block, glass and aluminum. The property continues to express a high degree of contemporary period workmanship.**

FEELING

Feeling is a property's expression of the aesthetic or historic sense of a particular period. It results from the presence of physical features that, taken together, convey the property's historic character. For example, a rural historic district retaining original design, materials, workmanship, and setting will relate to the feeling of agricultural life in the 19th century. **When constructed, Sandpiper Condominiums Circle 4 catered to the aspiring upper middle**

class. As such the “feeling” of the buildings necessarily had to exude urbanity albeit it in a more informal resort location. The late 1950s were a sophisticated, open and optimistic time, a feeling still expressed by the design of this building. Accordingly, Sandpiper Condominiums Circle 4 retains the integrity of feeling.

ASSOCIATION

Association is the direct link between an important historic event or person and a historic property. A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a property’s historic character. For example, a Revolutionary War battlefield whose natural and man-made elements have remained intact since the 18th century will retain its quality of association with the battle. Because feeling and association depend on individual perceptions, their retention alone is never sufficient to support eligibility of a property for the National Register. **As previously stated in this nomination, Sandpiper Condominiums Circle 4 is an important example of midcentury residential development in Palm Desert. The buildings and site represent the city’s overall residential development from the 1950s to the 1960s. Accordingly, it continues its association with a pattern of events that have made a meaningful contribution to the community.**

INTEGRITY SUMMARY: Sandpiper Condominiums Circle 4 appears to be in excellent condition due largely to the use of construction materials suitable for the harsh desert environment. This integrity analysis confirms that the buildings and site of Circle 4 still possess all seven aspects of integrity. While the buildings have undergone numerous minor alterations since construction and some have been enlarged, virtually all the character-defining features survive. The buildings and site retain a high degree of integrity sufficient to qualify them for inclusion in Historic District #4.

Appendix G. Specific Responses to Historic District Designation

Sandpiper Condominiums Circle 4 meets most of the “Historic District Designation Criteria” from Palm Desert Municipal Code Section 29.50.010.

A. It exemplifies or reflects special elements of cultural, social, economic, political, aesthetic, engineering, architectural or natural history; or

Sandpiper Circle 4 exemplifies excellent examples of Mid-Century Modern aesthetics, engineering and architecture.

B. Is identified with persons or events significant in history; or

The Post-World War 2 economic boon signaled a life style change rarely seen in history. Massed produced cars, along with cheap gas and oil products, the massive road projects, technical innovations were created during the war. The production new materials, and vast areas of open real estate would change the fabric of the United States. This was the handwriting on the wall as to what was in store for the Southern California cityscape. Water was being brought in to once arid land. Mass produced housing, suburbia and modern city planning, tract housing and a recreational economy with second homes, coffee shops, and resorts was to become the new norm. City shapes would change forever.

C. Embodies distinctive characteristics of a style, type, period, or method of construction or is a valuable example of the use of indigenous materials or craftsmanship; or

Roof planks became ceilings with exposed beams serving decoratively. Walls that were merely room dividers or screens allowed in more light while making construction of a fullframed wall unnecessary. Forgoing molding and trim created a contemporary look and saved time and money. Open concepts, indoor/outdoor. Minimal amount of lumber, post and beam construction, flat roofs, large sliding glass doors, clerestory windows, aluminum sash, refrigerated air, matched electrical appliances, modern décor, space age kitchens, swimming pools with dramatic angles, exterior walls of concrete steps, varying roof heights, sun-flaps, putting greens, desert and ‘tropical’ planting. Siting for passive solar was becoming recognized for its value in building in inhospitable climates such as the desert.

D. Represents the work of master builders, designers, or architects; or

The now-iconic Modern Style was started by German architects and designers who immigrated to the United States post-World War II. The mid-century modern movement in the U.S. was an American reflection of the International and Bauhaus movements, including the works of Gropius, Florence Knoll, Le Corbusier and Ludwig Mies van der Rohe. Although the American component was slightly more organic in form and less formal than the International Style, it is more firmly related to it than any other. Brazilian and Scandinavian architects were also very influential at this time, with a style characterized by clean simplicity and integration with nature. Mid-century architecture was frequently employed in residential structures with the goal of bringing modernism into America's post-war suburbs.

Frank Lloyd Wright, Walter Gropius and other master designers/architects tried to bring Modern home design to the masses, but their projects were never constructed on a large scale. To find a midcentury architect who actually brought clean, dramatic design to the middle class, we should look instead to someone like William Krisel, University of Southern California ('49)-trained architect. In an interview, Krisel describes USC in 1945 as a training ground for “a very Modern school.”

The site planning at Sandpiper is a pin-wheel configuration around a central hub (in this case the pool) and its greenbelt concept draws from 19th century British planner Ebenezer Howard's Garden City. Howard's concept envisioned a world where the best of city and rural life is combined to create a utopian environment. He espoused the need for green belts, in an effort to reduce congestion and to create a healthy environment in which to live.

Palmer & Krisel expands Howard's tenet by creating an environment free from cars, a popular symbol of urban distress. Their site planning re-examines not only urban but suburban living. Palmer & Krisel deftly sited all vehicular roads and carports on the perimeter of each circle. Their buildings turn their “fronts” away from the street. The “front porch” no longer faces the street but is moved to look onto the green belt. In this, the pool becomes the “new street scape”: the new social gathering place for the complex.

Although not labeled a master builder, designer or architect, his herculean effort to bring modern home design to the forefront in Southern California, particularly in the Palm Springs area, should be recognized. In the 1950s Krisel helped to nearly double the size of Palm Springs by building 2,500 tract homes that still exist today. He brought over 40,000 total to the greater Southern California area thus cementing the Modern Style to be synonymous with California Style

In 1957, The Case Study House series began to showcase homes commissioned by the magazine, Arts and Architecture, and designed by some of the most influential designers and architects of the era in Southern California, including Charles and Ray Eames, Richard Neutra, Pierre Koenig, and Ed Killingsworth. The residences were intended to be relatively

affordable, replicable houses for post-World War II family living, with an emphasis on “new materials and new techniques in house construction’, much of these gleaned from a recently completed world war.

John Entenza of Arts and Architecture invited William Krisel to participate in the Case Study Houses but Krisel could not find any enthusiastic clients at that time. Palmer and Krisel would have been much more well known if they had a house in this project. Julius Shulman would say “He would have been a valued contributor to this.”

In reality, Krisel did more to spread the ‘spirit’ of the Case Study House Study by providing affordable mass housing sleekly designed with the modern ethos intact. His first, the Corbin Palms in Woodland Hills, in collaboration with Alexander Construction, brought mass produced sleek urban living to Southern California for one of the first times in a suburb 26 miles from the LA center, unheard of at the time. Krisel actually lived in this tract and commuted to his office in Beverly Hill, a pattern that would become more prevalent as the cities of Southern California grew and matured.

Again, according to architectural photographer Julius Shulman, “What Bill Krisel did was bring Modernism to the masses. Krisel packed excellent architecture into houses of modest size, made of modest materials, and he did it on a very thin dime.” At the time, he said, the American Institute of Architects frowned on mass-produced housing, considering the work “not prestigious enough.” Krisel and a handful of others, such as Ainslie and Eichler, made their names by bringing innovative style to tract developments, a part of the business shunned by the architecture establishment. These prolific Modernists are only lately getting the attention they deserve.

“Krisel spoke the language of builders,” says Palm Springs architecture historian Robert Imber. “He understood that the way to their heart was through their wallet.” Krisel analyzed every detail of construction and produced ideas that assured creative license for him and made money for the builder by keeping costs down.

“Roof planks became ceilings with exposed beams serving decoratively,” Imber says. “Walls that were merely room dividers or screens allowed in more light while making construction of a full-framed wall unnecessary. Forgoing molding and trim created a contemporary look and saved time and money.”

Another Krisel hallmark: He always designed more than the actual building. He created berms, steps, walkways and other hardscaping to balance and enhance his structures. He personally selected all plant material. At USC, Krisel had studied landscape architecture with the legendary Garrett Eckbo. One of the best places to see his merging of architecture and landscape architecture is in the 45-acre Sandpiper Complex. It has remained largely unaltered, making it one of the largest concentrations of intact midcentury architecture anywhere.

Handling both the architecture and landscape architecture fits Krisel's philosophy that an architect should take full responsibility for the total design. "The interior and exterior are all really one entity and shouldn't be done by two different people," he says.

Alan Hess asked the architect if he could explain why Modern design has flourished for more than half a century. Krisel made it clear that Modern Design will continue to do so.

"Modernism is not a style, it's a language," Krisel declared. "And languages don't die out; they adapt."

E. Reflects distinctive examples of community planning or significant development patterns, including those associated with different eras of settlement and growth, agricultural, or transportation; or

The concept of a condominium, where the ownership of a building or property is a shared entity is a relatively modern phenomenon, although communal living is not. The first "condominium" was built in the United States in 1960 in Salt Lake City, Utah. The concept grew in popularity and by the end of the decade condominiums were present in all 50 states.

The site planning at Sandpiper is a pin-wheel configuration around a central hub (in this case the pool) and its greenbelt concept draws from 19th century British planner Ebenezer Howard's Garden City. Howard's concept envisioned a world where the best of city and rural life is combined to create a utopian environment. He espoused the need for green belts, in an effort to reduce congestion and to create a healthy environment in which to live. Palmer & Krisel expands this idea by creating an environment free from cars, a popular symbol of urban distress. Their site planning re-examines not only urban but suburban living. Palmer & Krisel deftly sited all vehicular roads and carports on the perimeter of each circle. Their buildings turn their "fronts" away from the street. The "front porch" no longer faces the street but is moved to look onto the green belt. In this, the pool becomes the "new street scape": the new social gathering place for the complex.

Beginning in 1956 with their first Palm Springs tract, Twin Palms, Krisel, the firm's lead designer for desert houses, and Alexander Homes, the home developer used variation of orientation and roofline, integration of indoor and outdoor living, and careful use of standardized elements to make modernist design affordable enabling an affordable 2nd home for the escape from the city. This popularized this post-and-beam architectural style in the Coachella Valley. Alexander houses and similar homes feature low-pitched roofs, wide eaves, open-beamed ceilings, and floor-to-ceiling windows. The houses facilitated indoor-outdoor living in the desert with sheltered patios and pools and in some cases breezeways clerestory windows improved air circulation while bringing light into the house.

The interior designs included flexible room dividers to adapt the floorplan to the owners' preferences.

F. Conveys a sense of historic and architectural cohesiveness through its design, setting, materials, workmanship or associations.”

Architect William Krisel of the firm of Palmer & Krisel, has long been given credit for the design and much of the on-site supervision of the Sandpiper Condominium complex. Krisel viewed the architect's job as being that of the “master designer” responsible for designing projects that were comfortable, cost-effective and memorable. Krisel also believed that architects should have respect for the modernist masters and the principles they espoused, Including a site plan that created a “built-environment” that attempted to combine the best of city and rural life in a utopian environment.

G. “Is an archaeological, paleontological, botanical, geological topographical ecological or geographical resource that has yield or has the potential to yield important information in history or pre-history.”

This criterion does not apply to this nomination.

DESIGNATION CRITERIA SUMMARY: The foregoing evaluation finds Sandpiper Condominiums Circle 4 (both buildings and site) eligible for listing as a Historic District Under Palm Desert Municipal Code Section 29.50.010 paragraphs A, B, C, D, E and F. Additionally, the buildings and site retain a high degree of integrity.

Appendix H. Historical Documentation

Front page news coverage of Sandpiper project announcement

(Desert Sun, March 21, 1958)

Desert Sun, 21 March 1958

\$6 Million Garden Apartment Project Announced



The Desert Sun
THIRTY FIRST YEAR
VOL. XXXI, NO. 160 The Desert Empire's Daily Newspaper PHONE FA 5-5005
16 Pages Palm Springs, California, Friday, March 21, 1958 Single Copy 10c

PALM DESERT — Construction of a luxurious "own your own home" hotel, which will cost \$6,000,000, was announced today by William L. O'Bryon, president of the Western Land and Capital Company of Newport Beach.

The project will be located on a 45 acre site in Palm Desert, between Highway 111 and the Palms to Pines highway, in the sloping foreground of the Santa Rosa mountains.

PLANNED TO incorporate a score of completely new ideas in luxury desert living, the apartment project will be called the Sandpiper, and will provide "residential privacy with resort hotel service."

Included in the plans that call for 600 one story garden type residences, will be 24 heated swimming pools, eight tournament-size tennis courts, 12 private putting greens, and a dozen uniquely designed and secluded children's play yards.

A COCKTAIL LOUNGE and dining room also is scheduled, and is planned in location near the intersection of Highway 111 and the Palms to Pines Highway.

Outstanding features of the actual apartments will be their attractive design and functional living plans that can accommodate desert entertaining and year round family living. First units will include two bedrooms, two full baths, two dressing areas, and patios off both the bedroom and living areas. Kitchens will be completely pushbutton, compact and modern.

SANDPIPER APARTMENT homes will be sold on a cooperative basis with prices that start at \$17,795. The complete recreational facilities are included in the price, along with arrangement for memberships in the nearby Shadow Mountain Club.

This new concept in desert living will also bring a new car-free existence to the Sandpiper owner, according to O'Bryon. Included will be the same kind of service as offered in the finest resort hotel. Clean linen, Sandpiper monogrammed towels, maid and room service are included, along with a gardener, pool maintenance and other typical hotel services.

TO ADD TO THE leisure living in the desert, each home will have individual privacy, tropical landscaping, complete underground utilities (including TV and telephone).

AT A PRESS conference held at the Shadow Mountain Club today, O'Bryon told newsmen that the investing group was looking forward to a continuing development program in this fast growing desert city. Behind the development is Western Land and Capital Company, substantial investors in Los Angeles and Orange Counties, as well as the San Diego area. This will be their first project in the desert.

Builder of the project will be George M. Holstein and Sons of Costa Mesa, Las Vegas and Beverly Hills. The long time Southland builder has built scores of luxury homes, and has recently completed the Fairway Cottages at Thunderbird Golf Course.

Architects for the company are Palmer and Krisel, AIA, noted for the design of homes and apartments and winner of a score of national awards.

A PANORAMA OF MOUNTAINS and desert in the Palm Desert area provides a backdrop for typical cluster of Sandpiper garden apartments set to get underway within a few weeks in the resort city. The six million dollar development of the Western Land & Capital Company will include nearly 600 apartments and will include individual patios, tennis courts, putting greens and pools. To be sold on the popular "own-your-own" basis, the developers revealed that linen, maid service and other resort hotel luxuries would be included for the Sandpiper owners in keeping with the theme of modern desert leisure. Palmer and Krisel, AIA, are the architects. George M. Holstein & Sons are the builders.

\$6 Million Development Planned For 45 Acre Site in Palm Desert

Plans Call For 600 Homes

Sandpiper advertisement circa 1960



carefree living . . .

SANDPIPER

palm desert's luxury "Own-Your-Own" apartments

A brand new concept in "carefree" desert living in beautiful, restricted Palm Desert. Now you can own-your-own garden apartment . . . enjoy pool, putting green, tennis courts and other Country Club facilities — plus all the personal care of maid service, linens, complete maintenance of a fine resort hotel! Under the palms amidst tropical landscaping with a backdrop of mountain and desert, the SANDPIPER offers residential privacy with the carefree existence of the most luxurious hotel!

2 bedrooms 2 baths—built-in kitchens — pools — patios
initial garden units \$17,995—reservations now being taken

A few choice apartments in the first units of the SANDPIPER are still available. For full details and illustrated brochure write the SANDPIPER, P. O. Box 571, Palm Desert or visit The SANDPIPER, El Paseo and Palms-to-Pines Highway, Palm Desert.

A development of the Western Land & Capital Co., Newport Beach
George M. Holstein and Sons, builders — Palmer & Krisel, A.I.A.

Sandpiper advertisement circa 1960



The Sandpiper

**own-your-own
garden apartments**

2 bedrooms, 2 baths,
pool, putting green, ramada
ready now for lease
or purchase, \$21,500

Ph. Jack Endors FI 6-6156

Models on Palms to Pines Hwy.
and El Pasco (off 111)

**George M. Holstein & Son,
Builders**

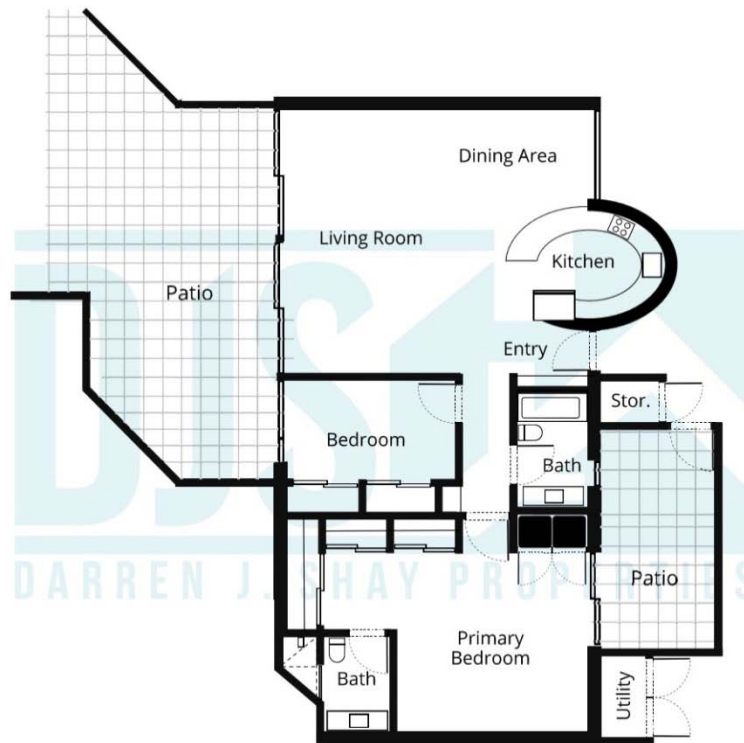
Postcard circa 1960



"These picturesque apartment units a few miles east of Palm Springs provide a perfect winter retreat where one can enjoy the warm winter sun and the lush desert living."

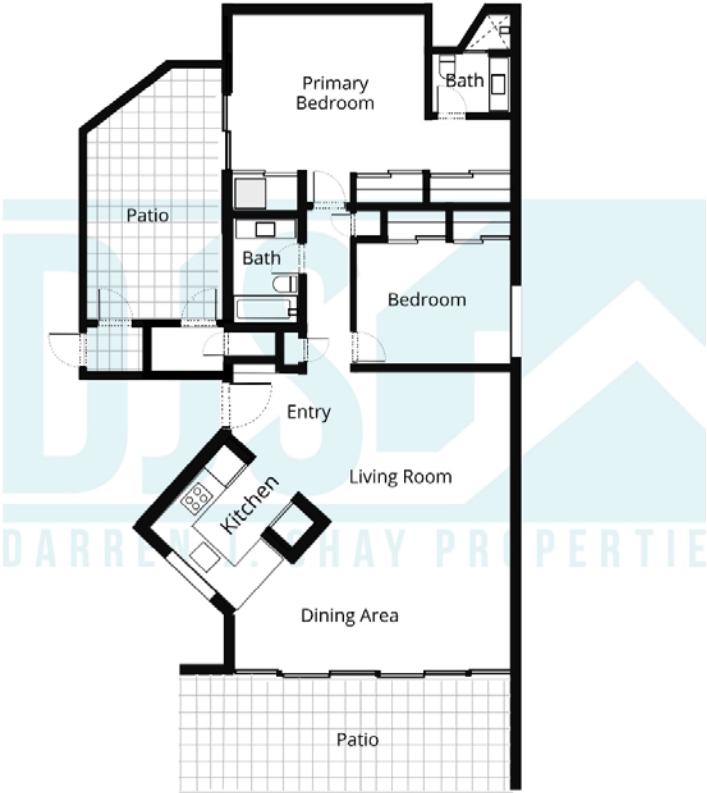
Appendix I. Floor Plans and Unit Photos

Circle 4 "A" Unit Floor Plan



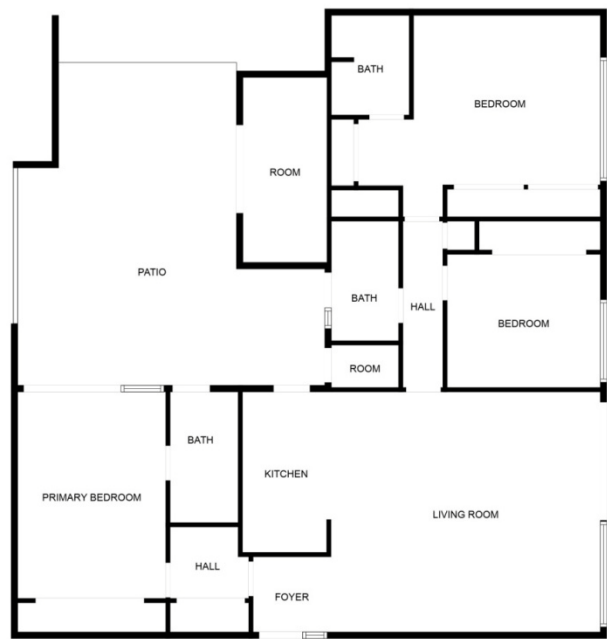
Unit 441

Circle 4 "B" Unit Floorplan



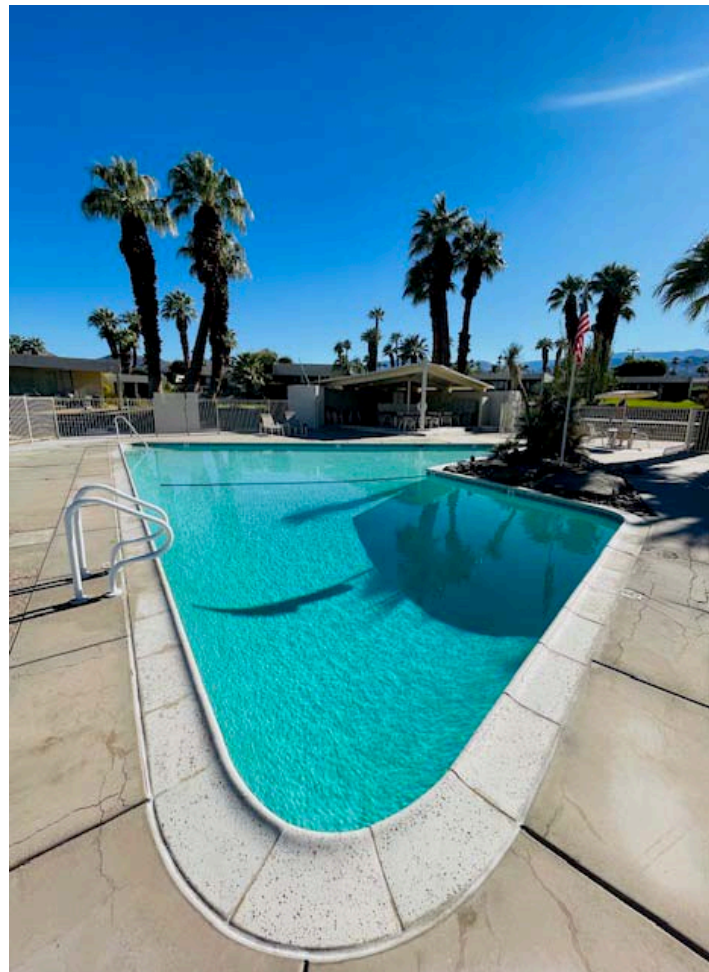
Unit 442

Circle 4 "C" Unit Floorplan



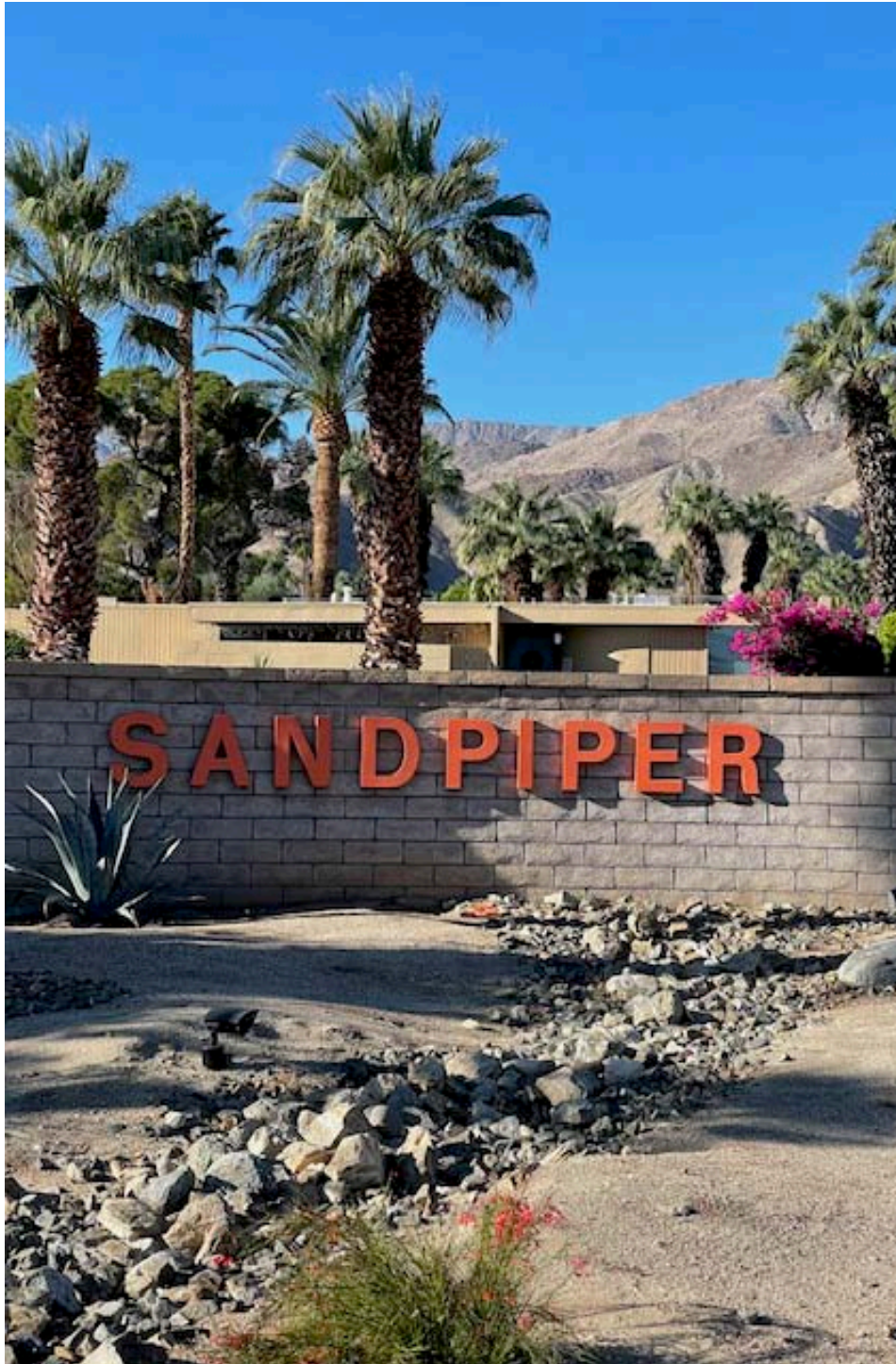
Unit 483

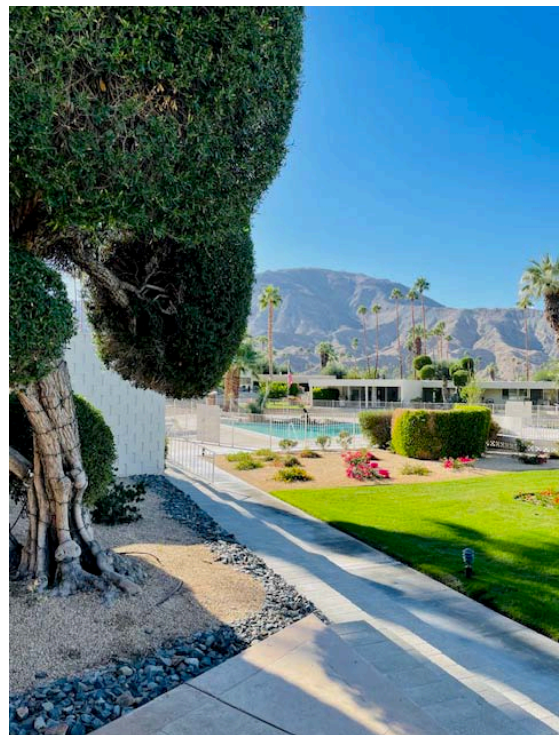
Appendix J. Pool and Ramada





Appendix K. Grounds





Appendix L. Historic Olive Trees

"I don't think of landscape architecture as a separate activity. I would no more ignore that aspect of design or pass it to someone else than I would leave out the climate control or plumbing."

William Krisel

For William Krisel, the harmony of the exterior landscape and gardens with architecture and interior spaces was critical. When looking at the site plan for Circle 4 (Appendix D) a variety of trees, shrubbery, ground cover, and hardscape can be seen. Within the circle, one *Olea Europa* (European Olive Tree) was placed near each of the eight C units. Four of those original trees have survived and still add to the harmony of the exterior landscape.



Unit 473



Unit 423



Unit 433



Unit 483

Appendix M. Decorative Concrete Block

*"Decorative concrete block walls were used extensively. The blocks had sculpted patterns and cutouts, and were sometimes indented for further effect when placed. Palmer & Krisel actively configured the detailed placement of many of these patterns for the Sandpiper. The Superlite Concrete Block Company of Calipatria (in the Salton Sea area) supplied the newly designed block, which was named **Shadowal**."*

William Krisel's Palm Springs: The Language of Modernism. 2016, edited by Chris Menrad



Unit 461



Unit 443



Unit 462



Unit 441



Unit 423



CITY OF PALM DESERT

73-510 FRED WARING DRIVE
PALM DESERT, CALIFORNIA 92260-2578
TEL: 760-776-6483
PLANNING@PALMDESERT.GOV

CITY OF PALM DESERT PUBLIC HEARING NOTICE CASE NO. CRPC24-0005

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BEFORE THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, TO CONSIDER ADOPTING A RESOLUTION FOR THE DESIGNATION OF SANDPIPER CONDOMINIUMS CIRCLE 4, LOCATED SOUTH OF EL PASEO DRIVE AND WEST OF HIGHWAY 74, AS A HISTORIC DISTRICT

The City of Palm Desert (City), in its capacity as the Lead Agency for this project under the California Environmental Quality Act (CEQA), has determined that the proposed historic landmark district designation is not subject to CEQA pursuant to Guidelines Section 15060(C)(2) and 15060(C)(3) as the project will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a Project as defined by Section 15378.

PROJECT LOCATION: South of El Paseo Drive, west of Highway 74, east of Edgehill Way and north of Pitahaya Street. The following Assessor's Parcels Numbers (APN) are included: 640-230-002 through 640-230-027

PROJECT DESCRIPTION: The project is a request to designate the existing Sandpiper Circle 4 Condominiums as a local historic district, within the Sandpiper Condominiums development.

CULTURAL RESOURCES PRESERVATION COMMITTEE (CRPC) RECOMMENDATION: At its regular meeting on February 26, 2025, the CRPC recommended that the City Council approve the landmark district request.

PUBLIC HEARING: NOTICE IS HEREBY GIVEN that the City Council of the City of Palm Desert, California, will hold a Public Hearing at its meeting on April 24, 2025. The City Council meeting begins at 4:00 p.m. in the Council Chamber at 73510 Fred Waring Drive, Palm Desert, California. Pursuant to Assembly Bill 2449, this meeting may be conducted as a hybrid meeting allowing public access via teleconference or in person. Options for remote participation will be listed on the Posted Agenda for the meeting at <https://www.palmdesert.gov/connect/city-council>.

COMMENT ON THIS APPLICATION: Those wishing to comment on this application may either appear in person at the public hearing or submit written comments, which must be received by 10:00 a.m. on the day of the hearing. Written comments should be sent to the City of Palm Desert at 73510 Fred Waring Drive, Palm Desert, California 92260, Attention: City Clerk, or emailed to: CouncilMeetingComments@palmdesert.gov.

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at or prior to the public hearing. (Government Code Section 65009[b][2]).

Si necesita ayuda con esta notificación por favor llame a la Ciudad de Palm Desert y comuníquese con Damian Olivares (760) 346-0611.

PUBLISH: THE DESERT SUN
APRIL 11, 2025

ANTHONY MEJIA, MMC, CITY CLERK
CITY OF PALM DESERT, CALIFORNIA