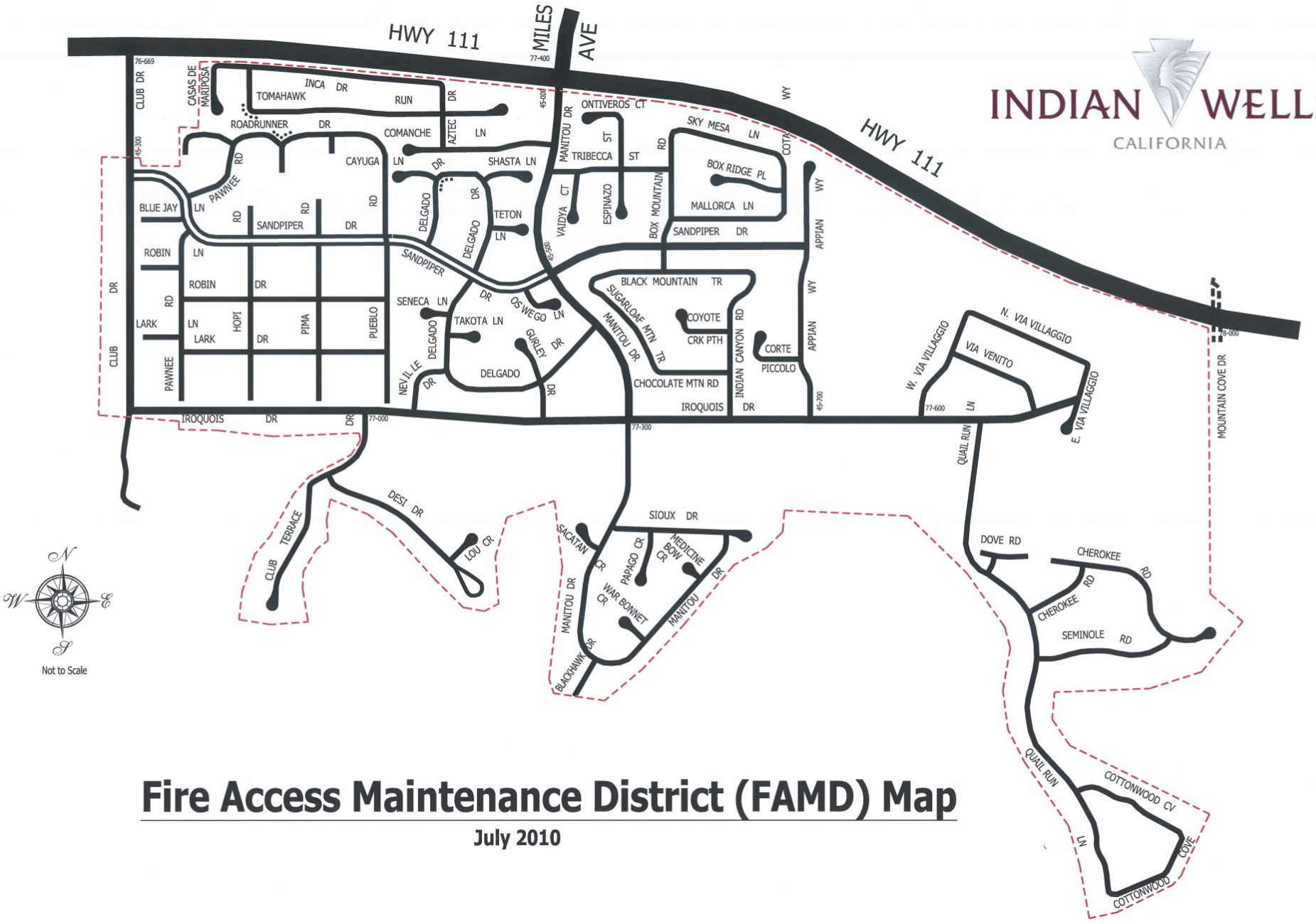
INDIAN WELLS COUNTRY CLUB COMMUNITY
FIRE ACCESS MAINTENANCE DISTRICT (FAMD) NO. 1

BOARD OF DIRECTORS MEETING
June 12, 2025
10:00 A.M.

This Meeting will be held In-Person at
The City of Indian Wells City Council Chambers
44950 El Dorado Drive Indian Wells, CA



Fire Access Maintenance District (FAMD) Map

July 2010

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FAMD #1
Fire Access Maintenance District
An Agency of the City of Indian Wells
Indian Wells Country Club Community

BOARD OF DIRECTORS 2024

Director	Term Ends
Name: Kurt Yeager (Chairperson) Phone: (949) 632-6157 Email: ekurty01@gmail.com	February 28, 2029
Name: Margaret “Marge” Barry (Vice Chair) Phone: (760) 219-3100 Email: iwmarge@gmail.com	February 28, 2026
Name: Steve Nozet (Secretary) Phone: (925) 698-4632 Email: nozetsteve@gmail.com	February 28, 2029
Name: Tony Trocino (Director) Phone: (310) 963-3428 Email: trotony7@gmail.com	February 28, 2026
Name: Bruce Morgan (Director) Phone: (406) 370-1224 Email: bkmzenmaster@gmail.com	February 28, 2029
Name: Dennis Coker (IWCC Rep) Phone: (760) 345-2561 Email: Dennis.Coker@clubcorp.com	Appointed (No Term)

FIRE ACCESS MAINTENANCE DISTRICT NO. 1
INDIAN WELLS COUNTRY CLUB COMMUNITY

BOARD OF DIRECTORS MEETING

Thursday June 12, 2025, at 10:00 A.M.

Board will Meet in the City Council Chamber of the
City of Indian Wells at 44950 El Dorado Indian Wells CA

1. **CALL TO ORDER OF THE FAMD, ROLL CALL**
   Chair - Kurt Yeager
   Vice Chair – Margaret "Marge" Barry
   Secretary – Steve Nozet
   Director - Tony Trocino
   Director – Bruce Morgan
   IWCC Representative – Dennis Coker

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL of the FINAL AGENDA**
   June 12, 2025 **Page(s) 4-5**

4. **PUBLIC COMMENTS**
   All persons wishing to address the FAMD Board will be called on during this section of the meeting by the Chairman. At the appropriate time, please come forward to the podium and state your name for the record. Speakers are limited to three minutes. Parties are encouraged to submit their comments in writing with any attachments or exhibits they wish for the FAMD Board to review, preferably 24 hours prior to the meeting. Speakers can then use their three-minutes to summarize the key points of their comments. Please note that you may address the FAMD Board on an agenda item at the time it is discussed, but only after being recognized by the Chairman.
   Under the Brown Act, the FAMD Board should not take action on or discuss matters raised during the public comment portion of the agenda which are not listed on the agenda. FAMD Board Members may refer such matters to staff for information or to be placed on a subsequent agenda for consideration. Notwithstanding the foregoing, FAMD Board Members and staff may briefly respond to statements made or questions posed during public comment, if such responses do not constitute any deliberation.

5. **CONSENT CALENDAR**
   All matters listed on the Consent Calendar are routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the FAMD Board or audience request that specific items be removed from the Consent Calendar for separate discussion and action. Financial matters will be indicated as budgeted or non-budgeted below.

   a. Minutes; May 15, 2025 **Page(s) 7-9**
   b. Financials; May 2025 **Page(s) 10-11**

6. **SECURITY REPORT**
   a. May 2025 Security Report **Page(s) 13-15**

7. **OLD BUSINESS**
   a. Security Services Ad Hoc Committee **Page(s) Verbal**
   b. 2025/26 & 2026/27 Amended Budget **Page(s) 16-21**

c. Capital Projects – Cash Flow **Page(s) 23-26**
d. Manitou Springs HOA Electrical Reimbursement Agreement **Page(s) 27-30**

8. NEW BUSINESS

a. Holiday Decorations **Page(s) 31-33**
b. Expiring 2025 Contracts **Page(s) 34-35**
   i. Pest Control – Frazier Pest Control
   ii. Street Sweeping – Sweeping Corp of America
   iii. HVAC Services –Desert Air Conditioning
   iv. Lighting Maintenance – Associa on call
   v. Fountain Cleaning – Supreme Pool Service
   vi. Janitorial Services – Master Care Commercial Janitorial
   vii. Gate Maintenance – Empire
c. DRM Amendment **Page(s) 37-57**

9. FAMD DISTRICT MANAGERS REPORT

10. BOARD MEMBERS COMMENTS

11. ANNOUNCEMENTS

The next Board of Directors meeting is scheduled for October 9, 2025.

12. ADJOURNMENT

INDIAN WELLS COUNTRY CLUB COMMUNITY
FIRE ACCESS MAINTENANCE DISTRICT NO. 1
BOARD OF DIRECTORS OPEN MEETING

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE SENIOR BUILDING INSPECTOR OR THE RISK MANAGER AT (760) 346-2489. A 48-HOUR NOTIFICATION PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING (128 CFR 35.102.35.104 ADA TITLE III).

AFFIDAVIT OF POSTING

I, Angelica Avila, certify that on June 9, 2025, I caused to be posted a notice of a FAMD #1 Board Meeting to be held on Thursday June 12, 2025, at 10:00 A.M., in person in the City Council Chamber's.

_____

FAMD #1
Fire Access Maintenance District
An Agency of the City of Indian Wells
Indian Wells Country Club Community

BOARD OF DIRECTORS MEETING

MINUTES
May 15, 2025

1. **CALL TO ORDER**
   Chair Kurt Yeager called meeting to order at 10:00 A.M.

   ROLL CALL
   PRESENT: Chair - Kurt Yeager
   Vice Chair – Margaret "Marge" Barry
   Director - Tony Trocino
   Director – Bruce Morgan
   IWCC Representative – Dennis Coker

   ABSENT: Secretary – Steve Nozet

   ALSO, PRESENT: District Manager Scott Matas (Desert Resort Management/ Associa),
   Ken Seumalo (City of Indian Wells, Public Works Director),
   Mirian Fulson (City of Indian Wells, Management Assistant),
   Paul Stotesbury (Allied Universal, (DOS) Director of Security)
   Kevin McCarthy (City of Indian Wells, Finance Director)

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF THE FINAL AGENDA**
   A motion was made by Director Tony Trocino and a 2nd by Director Steve Nozet to approve the agenda for the May 15, 2025. Motion carried 5/0.

4. **PUBLIC COMMENTS**
   One public comment was made by a resident stating his support of the measure and inquired on why he was not able to vote.

5. **CONSENT CALENDAR**
   a. Minutes; April 10, 2025
   b. Financials; April 2025

   A motion was made by Vice Chair Marge Barry and a 2nd by Director Tony Trocino to approve the Consent Calendar. Motion carried 5/0.

6. **SECURITY REPORT**
   a. April 2025 Security Report

Director of Security (DOS) Paul Stotesbury presented the April 2025 security reports. The Board of Directors reviewed the reports, asked question with answers from the DOS.

7. OLD BUSINESS

a. FAMD Safety and Essential Services Measure Results

The Board of Directors were updated on the unofficial results. Certified results will be available within a week, but the City Clerk was able to confirm the measured had passed.

FA MD Ballot	Results
Total Ballots Mailed	616
Total Ballots Received	272
Total Ballots - Disqualified	10
Total Ballots - Pending	5
Total Ballots - Certified	257
Total Ballots - In Favor	190
Total Ballots - Opposed	67
Total Ballots - Certified	257
Percentage - In Favor	73.9%
Percentage - Opposed	26.1%
Total %	100.0%

The discussion led to directing the District Manager to prepare an amended budget and a recommended list of projects based on the Pavement Management Plan. The Board will discuss future projects at the June meeting.

b. Security Services Ad Hoc Committee

The committee will meet for the first time on May 23rd.

c. Manitou Guardhouse Change Order & Supplemental Appropriation

The Board of Director review invoice #825087 regarding the guardhouse renovation and approved a change order that will allow for a supplemental appropriation of $10,000.00 to the project.

A motion was made by Director Tony Trocino and a 2nd by Director Bruce Morgan to approve the supplemental appropriation for an amount not to exceed $10,000.00 including invoice #825087. Motion carried 5/0.

8. NEW BUSINESS

No New Business

9. DISTRICT MANAGER REPORT

The District Manager reported and answered questions regarding. The District Manager asked for direction regarding the Manitou Springs HOA request to have an equal indemnification clause. The Board gave direction to go forward with the attorney suggested language and to bring back the final version for approval in June.

10. BOARD MEMBER COMMENTS

11. ANNOUCEMENTS

The next regularly scheduled meeting of the Fire Access Maintenance District Board of Directors will be held at 10:00 A.M., on June 12, 2025, in person at the City of Indian Wells council chambers.

12. ADJOURNMENT

There being no more business the meeting was adjourned by Chair Kurt Yeager at 10:55 A.M.

Respectfully Submitted, Scott Matas, District Manager

Attested to: _____ Date: _____
Steve Nozet, FAMD Secretary

YEAR-TO-DATE BUDGET REPORT

MAY 2025

FOR 2025 11

ACCOUNTS FOR: 209 F.A.M.D. #1		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2090000 F.A.M.D. #1								
2090000 411100	CYSecPrpTx	-333,130	-333,130	-221,502.32	-3,863.19	.00	-111,627.68	66.5%*
2090000 411200	CYUnsPrpTx	-8,370	-8,370	-10,328.49	.00	.00	1,958.49	123.4%
2090000 411300	PYPrpTx	-2,100	-2,100	-1,408.81	.00	.00	-691.19	67.1%*
2090000 411400	RollPrpTx	-1,900	-1,900	-4,629.68	-1,570.83	.00	2,729.68	243.7%
2090000 421100	Fire Acces	-1,195,000	-1,195,000	-677,192.81	.00	.00	-517,807.19	56.7%*
2090000 431100	Const Pmt	-1,110	-1,110	.00	.00	.00	-1,110.00	.0%*
2090000 451100	Invst Earn	-49,200	-49,200	-13,504.00	.00	.00	-35,696.00	27.4%*
2090000 461500	PropTxRelf	-1,880	-1,880	-1,240.90	-510.96	.00	-639.10	66.0%*
2090000 486300	Misc Rev	-3,540	-3,540	-54,144.00	-620.00	.00	50,604.00	1529.5%
TOTAL F.A.M.D. #1		-1,596,230	-1,596,230	-983,951.01	-6,564.98	.00	-612,278.99	61.6%
2098601 F.A.M.D. Program								
2098601 531000	Prof Svcs	174,656	174,656	117,265.01	23,408.45	29,358.65	28,032.34	83.9%
2098601 533000	Contr Svcs	1,031,637	1,208,637	950,841.35	98,772.08	123,403.69	134,391.96	88.9%
2098601 542000	Utilities	34,598	34,598	23,260.17	580.69	8,619.86	2,717.97	92.1%
2098601 544000	Bldg&GrMnt	142,468	142,468	74,511.40	7,080.65	33,225.07	34,731.53	75.6%
2098601 545000	Infrastruc	134,550	130,769	105,977.50	10,113.25	20,867.50	3,924.00	97.0%
2098601 552000	Communicat	19,407	25,188	19,948.94	1,686.66	3,688.41	1,550.65	93.8%
2098601 561000	Office Exp	9,500	9,500	1,940.01	42.01	.00	7,559.99	20.4%
2098601 563000	Opr Matrls	1,500	1,500	.00	.00	.00	1,500.00	.0%
2098601 565000	MinorEquip	2,500	2,500	.00	.00	.00	2,500.00	.0%
2098601 591600	IndrctCost	15,000	15,000	11,250.00	.00	.00	3,750.00	75.0%
TOTAL F.A.M.D. Program		1,565,816	1,744,816	1,304,994.38	141,683.79	219,163.18	220,658.44	87.4%
2099929 FAMD Capital								
2099929 673100	ConstContr	0	396,770	382,142.76	-367.00	-134,270.76	148,898.00	62.5%
TOTAL FAMD Capital		0	396,770	382,142.76	-367.00	-134,270.76	148,898.00	62.5%
TOTAL F.A.M.D. #1		-30,414	545,356	703,186.13	134,751.81	84,892.42	-242,722.55	144.5%
	TOTAL REVENUES	-1,596,230	-1,596,230	-983,951.01	-6,564.98	.00	-612,278.99	
	TOTAL EXPENSES	1,565,816	2,141,586	1,687,137.14	141,316.79	84,892.42	369,556.44	

PRIOR FUND BALANCE 7/1/25:	1,125,397.84
CHANGE IN FUND BAL-NET OF REVENUES/EXPENSES:	-703,186.13
ENDING FUND Balance 5/31/25:	422,211.71

FAMD Financial Monthly Report	
Month: May 2025	
Monthly Income	$20,605.70
Monthly Expenses	$104,249.73
Available Budget - Expenses	$220,658.44
Available Encumbered - Expenses	$219,163.18
Available Total Budgeted Expenses	$439,821.62
2024/25 Operations Budget (Approved)	$1,744,816.00
2024/25 Capital Budget (Actual)	$382,509.76
Total Projected Expendatures	$2,141,586.00
Assessed & Tax Collection Revenues	$1,596,230.00
2024/25 FY Projected Balance	($572,762.45)
Current Fund Balance	$422,211.71
Project Fund Balance End of FY 2024/25	($123,144.29)

Projected FY 2024/25			
Revenue	$	1,586,230.00	
Expendatures	$	2,141,586.00	
Total	$	(555,356.00)	

Actual to Date - May 2025			
Revenue	$	983,951.01	
Expenditure	$	1,304,994.38	
Total	$	(321,043.37)	

FAMD #1

INDIAN WELLS COUNTRY CLUB COMMUNITY

SECURITY REPORT

Paul A. Stotesbury
Site Security Director
May, 2025

May 10, 2025 - **Club Gate, H/O struck entrance arm, knocked off. No damage to vehicle, arm replaced, report to DRM.**

May 11, 2025 - **Country Club called to have Security remove disruptive guest, individual left prior to arrival of Patrol or RSO.**

May 12, 2025 - **Blackhawk, H/O reported rattlesnake on property, Animal Control called/ responded. No report if they located snake.**

May 18, 2025 - **Club Gate, vendor struck overhead height warning sign knocking it off. No damage to building or vehicle. Report/ pictures to DRM.**

May 30, 2025 - **Club Gate, H/O struck entrance arm knocking off. No damage to vehicle and arm replaced. Report to DRM.**

FIRE DEPARTMENT/ PARAMEDICS

RESPONSES - 5 **TRANSPORTS – 3**

RSO

ROUTINE PATROL – 9 **CALLS FOR SERVICE – 2**

OPEN GARAGE DOOR – 38 **OPEN OTHER DOORS – 25**

TRANSPONDERS INSTALLED – 47

Indian Wells Country Club FAMD #1
Security Staffing Report

	Employee Name	Length of Service at Allied Universal in Months	Length of Service at IWCCC in Months	Position	Scheduled Work Days	Scheduled Work Hours	Total Scheduled Hours/Day	Total Scheduled Hours/Week
1	Casarez, Jose	89	86	Security Officer	Sun/Thurs	2pm-10pm	8	40
2	Diaz, Angelina	7	5	Securit Officer	Wed/Sun	2pm-10pm	8	40
3	Fischer, Christy	38	28	Security Officer	Sun/Wed	2pm-10pm	8	40
4	Gonzalez, Gonzalo	36	18	Security Officer	Sun/Tues/Wed	2pm-10pm	8	24
5	Gray, Ken	32	32	Security Officer	Mon/Tues	2pm-10pm	8	16
6	Hernandez, Josue	10	10	Security Officer	Thurs/Sun	10pm-6am	8	40
7	Hosamane, Mahinder	140	190	Security Supervisor	Sun/Thurs	10pm-6am	8	40
8	Lara, Marvin	141	140	Security Senior Supervisor	Mon/Sat	6am - 2pm	8	40
9	Lizarraga, Jesus	4	4				8	40
10				Security Officer	Sun/Wed	2pm/10pm	8	
11	Pennington, Sandra	34	34	Security Officer	Fri/Mon	10pm-6am	8	32
12	Penny, Max	39	39	Security Officer	Tues/Sat	2pm-10pm	8	40
13	Perez, Helen	17	17	Security Officer	Wed/Sun	2pm-10pm	8	40
14	Rivas, Adam	3	3	Security Officer	Sat/Wed	varieas	8	40
15	Sandoval, Andrea	97	75	Security Officer	Sat-Wed	6am-2pm	8	40
16	Wright, Shawn	26	26	Security Supervisor	Tues/Sat	10pm-6am	8	40
17								
18	Stotesbury, Paul	117	81	Site Security Supervisor	Mon- Fri	Varies	8	40
19	Part Time			Security Officer		6am-2pm	8	
	TOTALS	**830**	**788**					**592**
	AVERAGES	**51.88**	**49.25**					

Stats for 2018

Event	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Access Denied	0	0	0	0	0								0
Alarm Checks-Security	3	2	1	5	1								12
Animal Control on site	1	0	0	0	1								2
Animal Issues	0	0	0	0	1								1
Burglaries	0	0	0	0	0								0
Thefts	0	0	1	0	0								1
Garage Doors Open	49	38	67	71	38								263
A Shift up to 1400 hrs	1	0	11	7	9								28
B Shift up to 2200 hrs	47	37	47	59	27								217
C shift after 2200 hrs	1	1	9	5	2								18
Doors Open (Other)	28	21	30	29	25								133
Golf Cart Issues	0	0	0	0	0								0
Homeowner Assist/Welfare Check	1	0	6	4	3								14
Landscape/Light Issues	0	0	0	0	0								0
Medical Response / Fire Dept.	12	17	18	14	5								66
Noise Issues	1	2	0	3	0								6
Other - Domestic Issue	0	0	0	0	0								0
Parking Issues	2	1	3	4	0								10
Public Utility Issue	2	0	0	0	0								2
Process Servers	5	2	1	5	4								17
Property Issues/Damage	2	2	3	2	3								12
Realtor Issues	0	0	0	0	0								0
Sheriff on Site	20	13	7	12	11								63
Alarm Response/Call In	14	3	4	6	2								29
Routine Patrol	6	10	3	6	9								34
Suspicious Events	3	6	2	3	3								17
Traffic/Street Issues	0	0	1	0	0								1
Vandalism	0	0	0	0	1								1
Vendor Issues	0	0	0	0	2								2
Water Issues	3	6	0	7	5								27

STAFF REPORT

DATE: June 12, 2025

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Amended FY 2025/26 & 2026/27 Budget

SUMMARY:

Due to the passing of the FAMD Safety and Essential Services Measure the fiscal year (FY) 2025/26 and 2026/27 budget can be amended to allow for capital improvement projects. The current assessment revenue projected to be collected for FY 2024/25 is $1,195,000.00.

ACCOUNTS FOR: 209 F.A.M.D. #1			ORIGINAL APPROP
2090000 F.A.M.D. #1			
2090000	411100	CYSecPrpTx	-333,130
2090000	411200	CYUnsPrpTx	-8,370
2090000	411300	PYPrpTx	-2,100
2090000	411400	RollPrpTx	-1,900
2090000	421100	Fire Acces	-1,195,000
2090000	431100	Const Pmt	-1,110
2090000	451100	Invst Earn	-49,200
2090000	461500	PropTxRelf	-1,880
2090000	486300	Misc Rev	-3,540
TOTAL F.A.M.D. #1			-1,596,230

With the passing of the measure the projected assessment revenue will be $1,786,000.00 for FY 2025/26 and with a CPI increase each FY year the projected revenue for FY 2026/27 will be $1,839,600.00.

Fiscal Year 2025-26

	July	August	September	October	November	December	January	February	March	April	May	June	Total	Test
Beginning Cash Balance	**840,000**	**706,850**	**573,700**	**440,550**	**307,400**	**174,350**	**41,300**	**913,950**	**674,800**	**541,750**	**408,700**	**1,387,550**		
Revenues														
Taxes							218,800				218,900		437,700	437,700
Interest Income	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21,000	21,000
Assessments							893,000				893,000		1,786,000	1,786,000
Total	1,750	1,750	1,750	1,750	1,750	1,750	1,113,550	1,750	1,750	1,750	1,113,650	1,750	2,244,700	2,244,700
Expenditures														
Operations	134,900	134,900	134,900	134,900	134,800	134,800	134,800	134,800	134,800	134,800	134,800	134,800	1,618,000	1,618,000
Capital Outlay							106,100	106,100					212,200	212,200
Total	134,900	134,900	134,900	134,900	134,800	134,800	240,900	240,900	134,800	134,800	134,800	134,800	1,830,200	1,830,200
Profit / (Loss)	**(133,150)**	**(133,150)**	**(133,150)**	**(133,150)**	**(133,050)**	**(133,050)**	**872,650**	**(239,150)**	**(133,050)**	**(133,050)**	**978,850**	**(133,050)**		**414,500**
Ending Cash Balance	**706,850**	**573,700**	**440,550**	**307,400**	**174,350**	**41,300**	**913,950**	**674,800**	**541,750**	**408,700**	**1,387,550**	**1,254,500**		

Fiscal Year 2026-27

	July	August	September	October	November	December	January	February	March	April	May	June	Total	Test
Beginning Cash Balance	**1,254,500**	**1,118,500**	**886,400**	**654,200**	**518,100**	**382,000**	**245,900**	**1,254,000**	**1,117,900**	**981,800**	**845,600**	**1,853,500**		
Revenues														
Taxes							224,400				224,300		448,700	448,700
Interest Income	2,700	2,700	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	31,400	31,400
Assessments							919,800				919,800		1,839,600	1,839,600
Total	2,700	2,700	2,600	2,600	2,600	2,600	1,146,800	2,600	2,600	2,600	1,146,700	2,600	2,319,700	2,319,700

The collection of assessments will be received through the tax collection process in January and July of each year. The first collection of the new assessments will be received in January of 2026 followed by the second collection in July of 2026.

ATTACHMENTS
FY 2025/26 & FY 2026/27 Approved Budget
Cash Flow Analysis

FISCAL IMPACT:
Revenue increase for FY 2025/26 is projected at $591,000.00.
Revenue increase for FY 2026/27 is projected at $624,000.00.

RECOMMENDATIONS
Informational – See item 7(c) to give expenditure direction.

4.14	37.00	11.86	11.86	11.86	11.86	6.86	11.86	6.86

Fire Access Maintenance District No. 1

Account Number	FY2023/24 Year End Actual	FY2024/25 Year End Estimate	FY2025/26 Budget Detail	FY2025/26 Projected Appropriation	% change	FY2026/27 Budget Detail	FY2026/27 Projected Appropriation	% change
FIRE ACCESS MAINTENANCE DISTRICT NO. 1 FUND								
2098601 531000 Professional Services	128,983	147,900		156,100	5.5%		160,900	3.1%
Engineering Services			30,000			30,900		
FAMD Levy Services			5,600			5,800		
Legal Services			31,500			32,500		
Management Services			89,000			91,700		
2098601 533000 Other Contracted Services	1,107,792	1,061,700		1,102,500	3.8%		1,135,900	3.0%
Access Control			4,500			4,700		
Computers, Transponders & Software			13,900			14,400		
Database and Bar Code Readers			9,300			9,600		
Fire Protection Services			600			700		
Security Services Contract			1,068,000			1,100,100		
Vigilant License Plate Readers			6,200			6,400		
2098601 542000 Utilities	34,059	34,600		37,000	6.9%		38,200	3.2%
Electricity			16,000			16,500		
Water			21,000			21,700		
2098601 544000 Building & Grounds Maint.	89,121	112,100		157,000	40.1%		162,200	3.3%
Bridge Lighting			1,200			1,300		
Christmas Decorations			6,000			6,200		
Emergency Road Repairs - IPS			25,000			25,800		
Fountain Maintenance			16,000			16,500		
Gatehouse and Gate Repairs			10,000			10,300		
General Maintenance			20,000			20,600		
HVAC Annual Maintenance			900			1,000		
Irrigation Repairs			8,000			8,300		
Janitorial Services			11,500			11,900		
Landscape Maintenance			52,000			53,600		
Lighting Maintenance			900			1,000		
Pest Control			2,500			2,600		
Signage			3,000			3,100		
2098601 545000 Infrastructure	126,927	134,500		125,000	-7.1%		128,800	3.0%
Street Sweeping and Drain Cleaning			125,000			128,800		
2098601 552000 Communications	18,290	19,500		20,100	3.1%		20,900	4.0%
Gatehouse Internet			6,900			7,200		
Landline Phone Service			11,700			12,100		

4.14	37.00	11.86	11.86	11.86	11.86	6.86		11.86	6.86

Fire Access Maintenance District No. 1

Account Number		FY2023/24 Year End Actual	FY2024/25 Year End Estimate	FY2025/26 Budget Detail	FY2025/26 Projected Appropriation	% change	FY2026/27 Budget Detail	FY2026/27 Projected Appropriation	% change
	Website Management			1,500			1,600		
2098601 561000	Office Expense	553	1,000		3,600	260.0%		3,800	5.6%
2098601 563000	Operating Materials	1,651	1,600		1,700	6.3%		1,800	5.9%
2098601 565000	Minor Equipment	0	0		0	0.0%		0	
2098601 591600	Indirect Costs	15,000	15,000		15,000	0.0%		15,000	0.0%
	TOTAL FAMD NO. 1 FUND	**1,522,376**	**1,527,900**		**1,618,000**	**5.9%**		**1,667,500**	**3.1%**
Total	**Fire Access Maintenance District No. 1**	**1,522,376**	**1,527,900**		**1,618,000**	**5.9%**		**1,667,500**	**3.1%**

FAMD Operating
Implementation of New Fiscal Year 2025-26 Ballot Measure
Monthly Cash Flow Analysis

Fiscal Year 2025-26

	July	August	September	October	November	December	January	February	March	April	May	June	Total	Test	
Beginning Cash Balance	**840,000**	**706,850**	**573,700**	**440,550**	**307,400**	**174,350**	**41,300**	**913,950**	**674,800**	**541,750**	**408,700**	**1,387,550**			
Revenues															
Taxes							218,800				218,900		437,700	437,700	-
Interest Income	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21,000	21,000	-
Assessments							893,000				893,000		1,786,000	1,786,000	-
Total	1,750	1,750	1,750	1,750	1,750	1,750	1,113,550	1,750	1,750	1,750	1,113,650	1,750	2,244,700	2,244,700	-
Expenditures															
Operations	134,900	134,900	134,900	134,900	134,800	134,800	134,800	134,800	134,800	134,800	134,800	134,800	1,618,000	1,618,000	-
Capital Outlay							106,100	106,100					212,200	212,200	-
Total	134,900	134,900	134,900	134,900	134,800	134,800	240,900	240,900	134,800	134,800	134,800	134,800	1,830,200	1,830,200	
Profit / (Loss)	**(133,150)**	**(133,150)**	**(133,150)**	**(133,150)**	**(133,050)**	**(133,050)**	**872,650**	**(239,150)**	**(133,050)**	**(133,050)**	**978,850**	**(133,050)**		**414,500**	
Ending Cash Balance	**706,850**	**573,700**	**440,550**	**307,400**	**174,350**	**41,300**	**913,950**	**674,800**	**541,750**	**408,700**	**1,387,550**	**1,254,500**			

Fiscal Year 2026-27

	July	August	September	October	November	December	January	February	March	April	May	June	Total	Test	
Beginning Cash Balance	**1,254,500**	**1,118,500**	**886,400**	**654,200**	**518,100**	**382,000**	**245,900**	**1,254,000**	**1,117,900**	**981,800**	**845,600**	**1,853,500**			
Revenues															
Taxes							224,400				224,300		448,700	448,700	-
Interest Income	2,700	2,700	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	31,400	31,400	-
Assessments							919,800				919,800		1,839,600	1,839,600	-
Total	2,700	2,700	2,600	2,600	2,600	2,600	1,146,800	2,600	2,600	2,600	1,146,700	2,600	2,319,700	2,319,700	-
Expenditures															
Operations	138,700	138,700	138,700	138,700	138,700	138,700	138,700	138,700	138,700	138,800	138,800	138,800	1,664,700	1,664,700	-
Capital Outlay		96,100	96,100										192,200	192,200	-
Total	138,700	234,800	234,800	138,700	138,700	138,700	138,700	138,700	138,700	138,800	138,800	138,800	1,856,900	1,856,900	
Profit / (Loss)	**(136,000)**	**(232,100)**	**(232,200)**	**(136,100)**	**(136,100)**	**(136,100)**	**1,008,100**	**(136,100)**	**(136,100)**	**(136,200)**	**1,007,900**	**(136,200)**		**462,800**	
Ending Cash Balance	**1,118,500**	**886,400**	**654,200**	**518,100**	**382,000**	**245,900**	**1,254,000**	**1,117,900**	**981,800**	**845,600**	**1,853,500**	**1,717,300**			

STAFF REPORT

DATE: June 12, 2025

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Capital Projects

SUMMARY:

Due to the passing of the FAMD Safety and Essential Services Measure the fiscal year (FY) 2025/26 and 2026/27 budget can be amended to allow for capital improvement projects. The Pavement Management Plan (PMP) drafted a plan to repair and maintain streets in each fiscal year. The FY 2025/26 recommendation is as follows (Page 54 of the PMP):

FY	BranchID	Sec ID	Name	From	To	Surface Type	Rank	L	W	Area	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other	Maint. Type	Total $	Work Type	Work Date
2024-25	*The District does not have slurry seal and overlay projects scheduled for FY 2024-25*														No Action	$0		
2025-26	1	10	APPIAN WAY	IROQUOIS DR	SANDPIPER DR	AC	E	1,150	36	41,080	77	81	19	0	Type I Slurry Seal	$17,254	New Construction - Initial	1/1/00
2025-26	1	20	APPIAN WAY	SANDPIPER DR	CDS	AC	E	502	32	17,844	73	67	33	0	Type I Slurry Seal	$7,494	New Construction - Initial	1/1/00
2025-26	7	80	BOX RIDGE PL	COTA WAY	CDS	AC	E	448	28	13,824	69	55	45	0	AC Grind-Overlay	$54,605	New Construction - Initial	1/1/00
2025-26	30	490	MALLORCA LN	COTA WAY	BOX MOUNTAIN LN	AC	E	728	28	21,064	70	57	43	0	AC Grind-Overlay	$83,203	New Construction - Initial	2/1/00
2025-26	44	830	SANDPIPER DR	MANITOU DR	BOX MOUNTAIN RD	AC	E	772	45	34,740	76	92	8	0	Type I Slurry Seal	$14,591	New Construction - Initial	2/1/00
2025-26	44	840	SANDPIPER DR	BOX MOUNTAIN RD	APPIAN WAY	AC	E	930	45	41,850	77	80	20	0	Type I Slurry Seal	$17,577	New Construction - Initial	2/1/00
2025-26	44	850	SANDPIPER DR	PUEBLO RD	HOPI RD	AC	E	800	22	18,920	81	100	0	0	Type I Slurry Seal	$7,946	New Construction - Initial	2/1/00
2025-26	44	860	SANDPIPER DR	HOPI RD	CLUB DR	AC	E	1,023	22	22,506	80	97	0	3	Type I Slurry Seal	$9,453	New Construction - Initial	2/1/00
																$212,122		

The 2026/27 recommendations are as follows:

2026-27	2	30	AZTEC DR	COMANCHE LN	INCA DR	AC	E	419	35	13,465	79	80	20	0	Type I Slurry Seal	$5,790	New Construction - Initial	1/1/00
2026-27	14	180	COMANCHE LN	MANITOU DR	CDS	AC	E	918	36	33,048	78	73	27	0	Type I Slurry Seal	$14,211	New Construction - Initial	2/1/00
2026-27	25	370	INCA DR	AZTEC DR	TOMAHAWK RUN	AC	E	1,245	26	32,370	74	61	39	0	Type I Slurry Seal	$13,919	New Construction - Initial	2/1/00
2026-27	31	520	MANITOU DR	SIOUX DR	IROQUOIS DR	AC	E	721	32	22,822	68	71	29	0	AC Grind-Overlay	$93,798	New Construction - Initial	2/1/00
2026-27	34	590	ONTIVEROS CT	EPINAZO ST	CDS	AC	E	239	30	9,120	70	70	30	0	AC Grind-Overlay	$37,483	New Construction - Initial	2/1/00
2026-27	53	950	TOMOHAWK RUN	INCA DR	AZTEC DR	AC	E	1,541	32	49,312	82	86	14	0	Type I Slurry Seal	$21,204	New Construction - Initial	2/1/00
2026-27	53	960	TOMOHAWK RUN	AZTEC DR	CDS	AC	E	400	32	13,400	77	100	0	0	Type I Slurry Seal	$5,762	New Construction - Initial	2/1/00
																$192,167		

To avoid cash flow issues direction will need to be given to the District Manager on either funding the full FY 2025/26 PMP recommendation or an amount not to exceed the recommended capital expenditure of not more than $212,000.00.

ATTACHMENTS

Pavement Management Plan

FISCAL IMPACT:

TBD

RECOMMENDATIONS

Fund projects as directed with a set amount not to exceed.

FY	BranchID	Sec ID	Name	From	To	Surface Type	Rank	L	W	Area	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other	Maint. Type	Total $	Work Type	Work Date
2024-25	***The District does not have slurry seal and overlay projects scheduled for FY 2024-25***														No Action	$0		
2025-26	1	10	APPIAN WAY	IROQUOIS DR	SANDPIPER DR	AC	E	1,150	36	41,080	77	81	19	0	Type I Slurry Seal	$17,254	New Construction - Initial	1/1/00
2025-26	1	20	APPIAN WAY	SANDPIPER DR	CDS	AC	E	502	32	17,844	73	67	33	0	Type I Slurry Seal	$7,494	New Construction - Initial	1/1/00
2025-26	7	80	BOX RIDGE PL	COTA WAY	CDS	AC	E	448	28	13,824	69	55	45	0	AC Grind-Overlay	$54,605	New Construction - Initial	1/1/00
2025-26	30	490	MALLORCA LN	COTA WAY	BOX MOUNTAIN LN	AC	E	728	28	21,064	70	57	43	0	AC Grind-Overlay	$83,203	New Construction - Initial	2/1/00
2025-26	44	830	SANDPIPER DR	MANITOU DR	BOX MOUNTAIN RD	AC	E	772	45	34,740	76	92	8	0	Type I Slurry Seal	$14,591	New Construction - Initial	2/1/00
2025-26	44	840	SANDPIPER DR	BOX MOUNTAIN RD	APPIAN WAY	AC	E	930	45	41,850	77	80	20	0	Type I Slurry Seal	$17,577	New Construction - Initial	2/1/00
2025-26	44	850	SANDPIPER DR	PUEBLO RD	HOPI RD	AC	E	860	22	18,920	81	100	0	0	Type I Slurry Seal	$7,946	New Construction - Initial	2/1/00
2025-26	44	860	SANDPIPER DR	HOPI RD	CLUB DR	AC	E	1,023	22	22,506	80	97	0	3	Type I Slurry Seal	$9,453	New Construction - Initial	2/1/00
																$212,122		
2026-27	2	30	AZTEC DR	COMANCHE LN	INCA DR	AC	E	419	35	13,465	79	80	20	0	Type I Slurry Seal	$5,790	New Construction - Initial	1/1/00
2026-27	14	180	COMANCHE LN	MANITOU DR	CDS	AC	E	918	36	33,048	78	73	27	0	Type I Slurry Seal	$14,211	New Construction - Initial	2/1/00
2026-27	25	370	INCA DR	AZTEC DR	TOMAHAWK RUN	AC	E	1,245	26	32,370	74	61	39	0	Type I Slurry Seal	$13,919	New Construction - Initial	2/1/00
2026-27	31	520	MANITOU DR	SIOUX DR	IROQUOIS DR	AC	E	721	32	22,822	68	71	29	0	AC Grind-Overlay	$93,798	New Construction - Initial	2/1/00
2026-27	34	590	ONTIVEROS CT	EPINAZO ST	CDS	AC	E	239	30	9,120	70	70	30	0	AC Grind-Overlay	$37,483	New Construction - Initial	2/1/00
2026-27	53	950	TOMOHAWK RUN	INCA DR	AZTEC DR	AC	E	1,541	32	49,312	82	86	14	0	Type I Slurry Seal	$21,204	New Construction - Initial	2/1/00
2026-27	53	960	TOMOHAWK RUN	AZTEC DR	CDS	AC	E	400	32	13,400	77	100	0	0	Type I Slurry Seal	$5,762	New Construction - Initial	2/1/00
																$192,167		
2027-28	6	70	BOX MOUNTAIN RD	SANDPIPER DR	SKY MESA LN	AC	E	731	39	30,749	79	54	46	0	Type I Slurry Seal	$13,837	New Construction - Initial	1/1/00
2027-28	13	160	CLUB TERRACE DR	IROQUOIS DR	DESI DR	AC	E	524	28	14,812	64	47	52	1	AC Grind-Overlay	$63,247	Surface Treatment - Slurry Seal	11/1/23
2027-28	22	290	ESPINAZO ST	TRIBECCA ST	CDS	AC	E	279	32	10,208	71	78	22	0	Type I Slurry Seal	$4,594	New Construction - Initial	2/1/00
2027-28	22	300	ESPINAZO ST	TRIBECCA ST	ONTIVEROS CT	AC	E	351	32	11,232	72	78	22	0	Type I Slurry Seal	$5,054	New Construction - Initial	2/1/00
2027-28	31	530	MANITOU DR	IROQUOIS DR	SANDPIPER DR	AC	E	1,131	45	50,895	78	88	12	0	Type I Slurry Seal	$22,903	New Construction - Initial	2/1/00
2027-28	31	540	MANITOU DR	SANDPIPER DR	COMANCHE LN	AC	E	847	45	38,115	76	68	24	8	Type I Slurry Seal	$17,152	New Construction - Initial	2/1/00
2027-28	31	550	MANITOU DR	COMANCHE LN	GATE	AC	E	88	35	3,080	85	100	0	0	Type I Slurry Seal	$1,386	New Construction - Initial	2/1/00
2027-28	31	560	MANITOU DR	GATE	COMANCHE LN	AC	E	88	33	2,904	85	100	0	0	Type I Slurry Seal	$1,307	New Construction - Initial	2/1/00
2027-28	40	700	QUAIL RUN LN	IROQUOIS DR	BRIDGE	AC	E	488	36	17,318	55	75	24	1	AC Grind-Overlay	$73,948	New Construction - Initial	2/1/00
2027-28	49	910	SKY MESA LN	BOX MOUNTAIN RD	COTA WAY	AC	E	673	26	17,758	66	53	47	0	AC Grind-Overlay	$75,827	New Construction - Initial	2/1/00
2027-28	52	940	TETON LN	DELGADO DR	CDS	AC	E	221	28	7,538	71	81	15	4	AC Grind-Overlay	$32,187	Surface Treatment - Slurry Seal	11/1/23
2027-28	55	980	VAIDYA CT	TRIBECCA ST	CDS	AC	E	331	31	11,941	71	83	17	0	Type I Slurry Seal	$5,373	New Construction - Initial	2/1/00
																$316,815		
2028-29	8	90	CASAS DE MARIPOSA	TOMAHAWK RUN	CDS	AC	E	498	32	17,686	83	85	15	0	Type I Slurry Seal	$8,312	New Construction - Initial	1/1/00
2028-29	13	170	CLUB TERRACE DR	DESI DR	CDS	AC	E	975	30	30,900	73	79	21	0	AC Grind-Overlay	$135,960	Surface Treatment - Slurry Seal	11/1/23
2028-29	15	190	CORTE PICCOLO	APPIAN WAY	CDS	AC	E	435	36	17,510	79	100	0	0	Type I Slurry Seal	$8,230	New Construction - Initial	2/1/00
2028-29	16	200	COTA WAY	SKY MESA LN	MALLORCA LN	AC	E	451	28	13,878	72	61	39	0	Type I Slurry Seal	$6,523	New Construction - Initial	2/1/00
2028-29	24	360	HOPI RD	SANDPIPER DR	CDS	AC	E	223	30	8,540	77	100	0	0	Type I Slurry Seal	$4,014	New Construction - Initial	2/1/00
2028-29	27	410	IROQUOIS DR	MANITOU DR	APPIAN WAY	AC	E	1,154	46	53,084	75	88	12	0	Type I Slurry Seal	$24,949	New Construction - Initial	2/1/00
2028-29	27	420	IROQUOIS DR	APPIAN WAY	QUAIL RUN LN	AC	E	1,099	46	50,554	79	63	33	4	Type I Slurry Seal	$23,760	New Construction - Initial	2/1/00
2028-29	27	430	IROQUOIS DR	QUAIL RUN LN	VIA VILLAGGIO	AC	E	717	46	32,982	81	98	0	2	Type I Slurry Seal	$15,502	New Construction - Initial	2/1/00
2028-29	38	670	PIMA RD	SANDPIPER DR	CDS	AC	E	240	35	10,700	75	91	9	0	Type I Slurry Seal	$5,029	New Construction - Initial	2/1/00
2028-29	44	800	SANDPIPER DR	CLUB DR	HOPI RD	AC	E	1,023	28	28,644	73	58	42	0	AC Grind-Overlay	$126,034	Surface Treatment - Slurry Seal	11/1/23
2028-29	54	970	TRIBECCA ST	BOX MOUNTAIN RD	MANITOU DR	AC	E	786	32	24,502	68	59	41	0	AC Grind-Overlay	$107,809	New Construction - Initial	2/1/00
2028-29	56	990	VIA VENITO	VIA VILLAGGIO	IROQUOIS DR	AC	E	706	36	25,416	80	86	14	0	Type I Slurry Seal	$11,946	New Construction - Initial	2/1/00
2028-29	57	1000	VIA VILLAGGIO	IROQUOIS DR (W)	IROQUOIS DR (E)	AC	E	1,809	36	66,104	75	78	19	3	Type I Slurry Seal	$31,069	New Construction - Initial	2/1/00
2028-29	57	1010	VIA VILLAGGIO	IROQUOIS DR	CDS	AC	E	285	35	11,735	79	84	16	0	Type I Slurry Seal	$5,515	New Construction - Initial	2/1/00
																$514,651		
															Total 5-Yr Budget	**$1,235,756**		

Indian Wells Country Club - FAMD #1
Pavement Condition Index (PCI) Report - All Streets

Sorted by PCI Order (0-100)

BranchID	Sec ID	Name	From	To	Surface Type	Rank	L	W	Area	Insp. Date	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other	Work Type	Work Date
40	700	QUAIL RUN LN	IROQUOIS DR	BRIDGE	AC	E	488	36	17,318	6/14/24	55	75	24	1	New Construction - Initial	2/1/00
13	160	CLUB TERRACE DR	IROQUOIS DR	DESI DR	AC	E	524	28	14,812	6/13/24	64	47	52	1	Surface Treatment - Slurry Seal	11/1/23
49	910	SKY MESA LN	BOX MOUNTAIN RD	COTA WAY	AC	E	673	26	17,758	6/14/24	66	53	47	0	New Construction - Initial	2/1/00
31	520	MANITOU DR	SIOUX DR	IROQUOIS DR	AC	E	721	32	22,822	6/13/24	68	71	29	0	New Construction - Initial	2/1/00
54	970	TRIBECCA ST	BOX MOUNTAIN RD	MANITOU DR	AC	E	786	32	24,502	6/14/24	68	59	41	0	New Construction - Initial	2/1/00
7	80	BOX RIDGE PL	COTA WAY	CDS	AC	E	448	28	13,824	6/14/24	69	55	45	0	New Construction - Initial	1/1/00
34	590	ONTIVEROS CT	EPINAZO ST	CDS	AC	E	239	30	9,120	6/14/24	70	70	30	0	New Construction - Initial	2/1/00
9	100	CAYUGA LN	DELGADO DR	CDS	AC	E	267	28	8,926	6/14/24	70	60	40	0	Surface Treatment - Slurry Seal	11/1/23
30	490	MALLORCA LN	COTA WAY	BOX MOUNTAIN LN	AC	E	728	28	21,064	6/14/24	70	57	43	0	New Construction - Initial	2/1/00
22	290	ESPINAZO ST	TRIBECCA ST	CDS	AC	E	279	32	10,208	6/14/24	71	78	22	0	New Construction - Initial	2/1/00
52	940	TETON LN	DELGADO DR	CDS	AC	E	221	28	7,538	6/14/24	71	81	15	4	Surface Treatment - Slurry Seal	11/1/23
55	980	VAIDYA CT	TRIBECCA ST	CDS	AC	E	331	31	11,941	6/14/24	71	83	17	0	New Construction - Initial	2/1/00
22	300	ESPINAZO ST	TRIBECCA ST	ONTIVEROS CT	AC	E	351	32	11,232	6/14/24	72	78	22	0	New Construction - Initial	2/1/00
16	200	COTA WAY	SKY MESA LN	MALLORCA LN	AC	E	451	28	13,878	6/14/24	72	61	39	0	New Construction - Initial	2/1/00
1	20	APPIAN WAY	SANDPIPER DR	CDS	AC	E	502	32	17,844	6/13/24	73	67	33	0	New Construction - Initial	1/1/00
44	800	SANDPIPER DR	CLUB DR	HOPI RD	AC	E	1,023	28	28,644	6/13/24	73	58	42	0	Surface Treatment - Slurry Seal	11/1/23
13	170	CLUB TERRACE DR	DESI DR	CDS	AC	E	975	30	30,900	6/13/24	73	79	21	0	Surface Treatment - Slurry Seal	11/1/23
25	370	INCA DR	AZTEC DR	TOMAHAWK RUN	AC	E	1,245	26	32,370	6/13/24	74	61	39	0	New Construction - Initial	2/1/00
47	890	SHASTA LN	DELGADO DR	CDS	AC	E	304	28	9,962	6/14/24	74	85	15	0	Surface Treatment - Slurry Seal	11/1/23
44	810	SANDPIPER DR	HOPI RD	PUEBLO RD	AC	E	860	28	24,080	6/13/24	74	65	35	0	Surface Treatment - Slurry Seal	11/1/23
27	410	IROQUOIS DR	MANITOU DR	APPIAN WAY	AC	E	1,154	46	53,084	6/13/24	75	88	12	0	New Construction - Initial	2/1/00
38	670	PIMA RD	SANDPIPER DR	CDS	AC	E	240	35	10,700	6/14/24	75	91	9	0	New Construction - Initial	2/1/00
51	930	TAKOTA LN	DELGADO DR	CDS	AC	E	169	28	5,982	6/14/24	75	79	11	10	Surface Treatment - Slurry Seal	11/1/22
57	1000	VIA VILLAGGIO	IROQUOIS DR (W)	IROQUOIS DR (E)	AC	E	1,809	36	66,104	6/13/24	75	78	19	3	New Construction - Initial	2/1/00
39	690	PUEBLO RD	SANDPIPER DR	ROADRUNNER DR	AC	E	607	34	20,638	6/13/24	76	67	33	0	Surface Treatment - Slurry Seal	11/1/23
31	540	MANITOU DR	SANDPIPER DR	COMANCHE LN	AC	E	847	45	38,115	6/13/24	76	68	24	8	New Construction - Initial	2/1/00
23	320	GURLEY DR	DELGADO DR	CDS	AC	E	292	28	9,456	6/14/24	76	58	42	0	Surface Treatment - Slurry Seal	11/1/22
44	830	SANDPIPER DR	MANITOU DR	BOX MOUNTAIN RD	AC	E	772	45	34,740	6/13/24	76	92	8	0	New Construction - Initial	2/1/00
41	730	ROADRUNNER DR	PUEBLO RD	PAWNEE RD	AC	E	1,024	30	30,720	6/13/24	77	85	15	0	Surface Treatment - Slurry Seal	11/1/23
41	740	ROADRUNNER DR	PAWNEE RD	END	AC	E	406	30	13,680	6/13/24	77	90	10	0	Surface Treatment - Slurry Seal	11/1/23
44	840	SANDPIPER DR	BOX MOUNTAIN RD	APPIAN WAY	AC	E	930	45	41,850	6/13/24	77	80	20	0	New Construction - Initial	2/1/00
1	10	APPIAN WAY	IROQUOIS DR	SANDPIPER DR	AC	E	1,150	36	41,080	6/13/24	77	81	19	0	New Construction - Initial	1/1/00
24	360	HOPI RD	SANDPIPER DR	CDS	AC	E	223	30	8,540	6/14/24	77	100	0	0	New Construction - Initial	2/1/00
19	250	DELGADO DR	SANDPIPER DR (E)	SANDPIPER DR (W)	AC	E	1,444	28	40,432	6/14/24	77	59	39	2	Surface Treatment - Slurry Seal	11/1/23
53	960	TOMOHAWK RUN	AZTEC DR	CDS	AC	E	400	32	13,400	6/13/24	77	100	0	0	New Construction - Initial	2/1/00
14	180	COMANCHE LN	MANITOU DR	CDS	AC	E	918	36	33,048	6/13/24	78	73	27	0	New Construction - Initial	2/1/00
31	530	MANITOU DR	IROQUOIS DR	SANDPIPER DR	AC	E	1,131	45	50,895	6/13/24	78	88	12	0	New Construction - Initial	2/1/00
12	140	CLUB DR	IROQUOIS DR	ROBIN LN	AC	E	945	45	42,525	6/13/24	78	66	34	0	Surface Treatment - Slurry Seal	11/1/23
44	820	SANDPIPER DR	PUEBLO RD	MANITOU DR	AC	E	1,148	45	51,660	6/13/24	79	86	11	3	Surface Treatment - Slurry Seal	11/1/23
6	70	BOX MOUNTAIN RD	SANDPIPER DR	SKY MESA LN	AC	E	731	39	30,749	6/14/24	79	54	46	0	New Construction - Initial	1/1/00
57	1010	VIA VILLAGGIO	IROQUOIS DR	CDS	AC	E	285	35	11,735	6/13/24	79	84	16	0	New Construction - Initial	2/1/00
2	30	AZTEC DR	COMANCHE LN	INCA DR	AC	E	419	35	13,465	6/13/24	79	80	20	0	New Construction - Initial	1/1/00
15	190	CORTE PICCOLO	APPIAN WAY	CDS	AC	E	435	36	17,510	6/13/24	79	100	0	0	New Construction - Initial	2/1/00
27	420	IROQUOIS DR	APPIAN WAY	QUAIL RUN LN	AC	E	1,099	46	50,554	6/13/24	79	63	33	4	New Construction - Initial	2/1/00
27	390	IROQUOIS DR	CLUB DR	PUEBLO RD	AC	E	1,667	46	76,682	6/13/24	80	85	13	2	Surface Treatment - Slurry Seal	11/1/23
35	600	OSWEGO LN	SANDPIPER DR	CDS	AC	E	286	28	9,388	6/14/24	80	100	0	0	Surface Treatment - Slurry Seal	11/1/22
56	990	VIA VENITO	VIA VILLAGGIO	IROQUOIS DR	AC	E	706	36	25,416	6/13/24	80	86	14	0	New Construction - Initial	2/1/00
12	150	CLUB DR	ROBIN LN	SANDPIPER DR	AC	E	582	45	26,190	6/13/24	80	88	12	0	Surface Treatment - Slurry Seal	11/1/23
44	860	SANDPIPER DR	HOPI RD	CLUB DR	AC	E	1,023	22	22,506	6/14/24	80	97	0	3	New Construction - Initial	2/1/00
23	310	GURLEY DR	IROQUOIS DR	DELGADO DR	AC	E	255	28	7,140	6/14/24	80	70	30	0	Surface Treatment - Slurry Seal	11/1/22
44	850	SANDPIPER DR	PUEBLO RD	HOPI RD	AC	E	860	22	18,920	6/14/24	81	100	0	0	New Construction - Initial	2/1/00
46	880	SENECA LN	DELGADO DR	CDS	AC	E	142	28	5,426	6/14/24	81	97	0	3	Surface Treatment - Slurry Seal	11/1/22
27	430	IROQUOIS DR	QUAIL RUN LN	VIA VILLAGGIO	AC	E	717	46	32,982	6/13/24	81	98	0	2	New Construction - Initial	2/1/00
37	630	PAWNEE RD	SANDPIPER DR	ROADRUNNER DR	AC	E	544	30	16,320	6/13/24	82	67	33	0	Surface Treatment - Slurry Seal	11/1/23
20	260	DESI DR	CLUB TERRACE DR	CDS	AC	E	1,212	28	33,996	6/13/24	82	59	41	0	Surface Treatment - Slurry Seal	11/1/23
53	950	TOMOHAWK RUN	INCA DR	AZTEC DR	AC	E	1,541	32	49,312	6/13/24	82	86	14	0	New Construction - Initial	2/1/00
8	90	CASAS DE MARIPOSA	TOMAHAWK RUN	CDS	AC	E	498	32	17,686	6/13/24	83	85	15	0	New Construction - Initial	1/1/00

BranchID	Sec ID	Name	From	To	Surface Type	Rank	L	W	Area	Insp. Date	PCI	PCI Pct Climate	PCI Pct Load	PCI Pct Other	Work Type	Work Date
27	400	IROQUOIS DR	PUEBLO RD	MANITOU DR	AC	E	1,545	46	71,070	6/13/24	84	100	0	0	Surface Treatment - Slurry Seal	11/1/23
31	550	MANITOU DR	COMANCHE LN	GATE	AC	E	88	35	3,080	6/13/24	85	100	0	0	New Construction - Initial	2/1/00
31	560	MANITOU DR	GATE	COMANCHE LN	AC	E	88	33	2,904	6/13/24	85	100	0	0	New Construction - Initial	2/1/00
32	570	MEDICINE ROW CIR	MANITOU DR	CDS	AC	E	105	31	3,255	6/13/24	90	100	0	0	Surface Treatment - Slurry Seal	11/1/23
36	610	PAPAGO CIR	SIOUX DR	CDS	AC	E	340	31	11,780	6/13/24	91	100	0	0	Surface Treatment - Slurry Seal	11/1/23
31	500	MANITOU DR	SIOUX DR	BLACKHAWK DR	AC	E	1,222	32	39,104	6/13/24	91	100	0	0	Surface Treatment - Slurry Seal	11/1/23
58	1020	WAR BONNET CIR	MANITOU DR	CDS	AC	E	180	31	6,830	6/13/24	91	100	0	0	Surface Treatment - Slurry Seal	11/1/23
29	480	LOU CIR	DESI DR	CDS	AC	E	200	28	6,850	6/13/24	91	100	0	0	Surface Treatment - Slurry Seal	11/1/23
4	50	BLACKHAWK DR	MANITOU DR	END	AC	E	273	30	8,190	6/13/24	92	100	0	0	Surface Treatment - Slurry Seal	11/1/23
48	900	SIOUX DR	MANITOU DR	CDS	AC	E	882	31	27,342	6/13/24	92	100	0	0	Surface Treatment - Slurry Seal	11/1/23
10	120	CHEROKEE RD	END	END	AC	E	1,274	27	35,878	6/14/24	94	100	0	0	Surface Treatment - Slurry Seal	11/1/23
31	510	MANITOU DR	BLACKHAWK DR	SIOUX DR	AC	E	940	30	28,200	6/13/24	95	100	0	0	Surface Treatment - Slurry Seal	11/1/23
28	450	LARK LN	PAWNEE RD	HOPI RD	AAC	E	446	25	11,150	6/14/24	95	29	0	71	Surface Reconstruction - AC	11/1/21
43	790	SACATAN CIR	MANITOU DR	CDS	AC	E	168	31	6,858	6/13/24	96	100	0	0	Surface Treatment - Slurry Seal	11/1/23
39	680	PUEBLO RD	IROQUOIS DR	SANDPIPER DR	AAC	E	1,100	28	30,800	6/13/24	97	100	0	0	Overlay - AC Structural	11/1/21
18	220	COYOTE CREEK PATH	INDIAN CANYON RD	CDS	AAC	E	370	34	14,500	6/14/24	97	100	0	0	Overlay - AC Structural	11/1/22
28	440	LARK LN	PAWNEE RD	END	AAC	E	311	24	7,464	6/14/24	98	100	0	0	Surface Reconstruction - AC	11/1/21
28	470	LARK LN	PIMA RD	PUEBLO RD	AAC	E	444	25	11,100	6/14/24	98	100	0	0	Surface Reconstruction - AC	11/1/21
28	460	LARK LN	HOPI RD	PIMA RD	AAC	E	437	25	10,925	6/14/24	98	100	0	0	Surface Reconstruction - AC	11/1/21
37	620	PAWNEE RD	END	SANDPIPER DR	AAC	E	1,186	34	40,324	6/14/24	98	55	0	45	Overlay - AC Structural	11/1/21
42	760	ROBIN LN	PAWNEE RD	HOPI RD	AAC	E	446	25	11,150	6/14/24	98	100	0	0	Surface Reconstruction - AC	11/1/21
24	340	HOPI RD	LARK LN	ROBIN LN	AAC	E	345	34	11,730	6/14/24	98	100	0	0	Overlay - AC Structural	11/1/21
5	60	BLUE JAY LN	SANDPIPER DR	END	AAC	E	345	30	10,350	6/14/24	98	100	0	0	Surface Reconstruction - AC	11/1/21
42	750	ROBIN LN	PAWNEE RD	END	AAC	E	380	23	8,740	6/14/24	98	100	0	0	Surface Reconstruction - AC	11/1/21
24	330	HOPI RD	LARK LN	END	AAC	E	353	34	12,002	6/14/24	98	100	0	0	Overlay - AC Structural	11/1/21
24	350	HOPI RD	ROBIN LN	SANDPIPER DR	AAC	E	370	34	12,580	6/14/24	98	100	0	0	Overlay - AC Structural	11/1/21
38	660	PIMA RD	ROBIN LN	SANDPIPER DR	AAC	E	370	34	12,580	6/14/24	98	100	0	0	Overlay - AC Structural	11/1/21
38	640	PIMA RD	LARK LN	END	AAC	E	352	34	11,968	6/14/24	98	100	0	0	Overlay - AC Structural	11/1/21
38	650	PIMA RD	LARK LN	ROBIN LN	AAC	E	345	34	11,730	6/14/24	98	100	0	0	Overlay - AC Structural	11/1/21
42	770	ROBIN LN	HOPI RD	PIMA RD	AAC	E	436	25	10,900	6/14/24	98	100	0	0	Surface Reconstruction - AC	11/1/21
42	780	ROBIN LN	PIMA RD	PUEBLO RD	AAC	E	446	25	11,150	6/14/24	98	100	0	0	Surface Reconstruction - AC	11/1/21
11	130	CHOCOLATE MOUNTAIN RD	SUGARLOAF MOUNTAIN TRL	INDIAN CANYON RD	AC	E	476	36	17,986	6/14/24	99	100	0	0	New Construction - Initial	1/1/00
26	380	INDIAN CANYON RD	IROQUOIS DR	BLACK MOUNTAIN TRL	AAC	E	997	36	37,152	6/14/24	99	100	0	0	Overlay - AC Structural	11/1/22
3	40	BLACK MOUNTAIN TRL	INDIAN CANYON RD	SUGARLOAF MOUNTAIN TRL	AAC	E	1,016	36	38,626	6/14/24	99	100	0	0	Overlay - AC Structural	11/1/22
50	920	SUGARLOAF MOUNTAIN TRL	BLACK MOUNTAIN TRL	CHOCOLATE MOUNTAIN RD	AAC	E	716	36	27,881	6/14/24	99	100	0	0	Overlay - AC Thin	11/1/22
10	110	CHEROKEE RD	QUAIL RUN	CHEROKEE RD	AC	E	489	27	13,203	6/14/24	100	0	0	0	Surface Treatment - Slurry Seal	11/1/23
17	210	COTTONWOOD COVE	QUAIL RUN LN (N)	QUAIL RUN LN (S)	AAC	E	1,408	30	44,490	6/14/24	100	0	0	0	Overlay - AC Structural	11/1/23
19	230	DELGADO DR	MANITOU DR	NEVILLE DR	AAC	E	1,169	28	32,732	6/14/24	100	0	0	0	Overlay - AC Structural	11/1/21
19	240	DELGADO DR	NEVILLE DR	SANDPIPER DR	AAC	E	651	27	17,577	6/14/24	100	0	0	0	Overlay - AC Structural	11/1/21
21	280	DOVE RD	END	END	AAC	E	345	20	6,900	6/14/24	100	0	0	0	Overlay - AC Structural	11/1/23
21	270	DOVE RD	QUAIL RUN LN	DOVE RD	AAC	E	110	28	3,080	6/14/24	100	0	0	0	Overlay - AC Structural	11/1/23
33	580	NEVILLE DR	IROQUOIS DR	DELGADO DR	AAC	E	417	28	11,676	6/14/24	100	0	0	0	Overlay - AC Structural	11/1/21
40	710	QUAIL RUN LN	BRIDGE	SEMINOLE RD	AAC	E	1,080	35	37,800	6/14/24	100	0	0	0	Overlay - AC Structural	11/1/23
40	720	QUAIL RUN LN	SEMINOLE RD	COTTONWOOD COVE	AAC	E	1,647	32	50,704	6/14/24	100	0	0	0	Overlay - AC Structural	11/1/23
45	870	SEMINOLE RD	QUAIL RUN LN	CHEROKEE RD	AC	E	900	28	25,200	6/14/24	100	0	0	0	Surface Treatment - Slurry Seal	11/1/23
							12.7		**2,288,860**							

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COST SHARING AGREEMENT

BETWEEN

THE FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS

AND

MANITOU SPRINGS HOMEOWNERS ASSOCIATION

This Agreement, effective _____ 2025 ("Effective Date"), is between the Fire Access Maintenance District No. 1 ("District") of the City of Indian Wells ("City"), a public agency of the City with its principal place of business at 44-950 Eldorado Drive, Indian Wells, CA 92210, and Manitou Springs Homeowners Association, a California non-profit corporation with its principal place of business at 42635 Melanie Place, Suite 103, Palm Desert, CA 92211 ("Manitou Springs"). District and Manitou Springs are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. **WHEREAS**, the Manitou Springs bridge facilitates both pedestrian and vehicle access within the Indian Wells Country Club to a neighborhood of residences managed by Manitou Springs; and

B. **WHEREAS**, the District is responsible for the maintenance of streets and lighting within the Indian Wells Country Club; and

C. **WHEREAS**, the Manitou Springs bridge is illuminated at night by six lights located on the bridge; and

D. **WHEREAS**, the electricity to power the bridge lighting is drawn from shared electrical panels that are owned and maintained by Manitou Springs, so Manitou Springs has been paying for the electricity to power the bridge lighting; and

E. **WHEREAS**, the District and Manitou Springs now desire for the District to reimburse Manitou Springs for the costs of electricity for the bridge lighting going forward.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the District and Manitou Springs agree as follows:

1. Responsibilities of Manitou Springs

A. Manitou Springs will make necessary arrangements for and will pay for the electricity required to operate the Manitou Springs bridge lighting, subject to complete reimbursement of these costs by the District as set forth herein.

B. Manitou Springs will invoice the District on a yearly basis for the above referenced costs. Each invoice must be sent to the address listed in Section 3 below, and it must include sufficient supplemental documentation to justify the costs set forth in the invoice.

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2. Responsibilities of the District

A. Following the Effective Date, the District will reimburse Manitou Springs annually for 100 percent of the costs incurred by Manitou Springs as described in Section 1A, up to a total of $1000.00 each year. The District will pay each invoice within thirty (30) days after receipt. In the event that the District fails to make payment within sixty (60) days of receipt of a properly submitted invoice, Manitou Springs may provide written notice of non-payment to the District. If payment is not made within fifteen (15) days after such notice, interest may accrue on the unpaid amount at a rate not to exceed the lesser of one percent (1%) per month or the maximum rate permitted by law until paid.

B. The District will also retroactively reimburse Manitou Springs for 100 percent of the costs incurred by Manitou Springs as described in Section 1A for the two years preceding the Effective Date, up to a total of $1,200.00. Manitou Springs will invoice the District for each of the two preceding years, consistent with Section 1B above, and the District will pay each invoice within 30 days of receipt

3. Delivery of Notices

A. All notices, invoices, and other communication pertaining to this Agreement must be directed to the following representatives:

If to the District:

Fire Access Maintenance District No. 1 of the City of Indian Wells
44-950 El Dorado Drive
Indian Wells, CA 92210
Attn: Scott Matas, District Manager

If to Manitou Springs:

Manitou Springs Homeowners Association
42635 Melanie Place, Suite 103
Palm Desert, CA 92211
Attn: HOA President

B. Any notice required under this Agreement must be sent by certified mail, postage prepaid, and is deemed complete on the third business day following deposit with the United States Postal Service.

4. General Provisions

4.1 Amendments. This Agreement may only be amended in writing and such amendment must be executed by both parties.

4.2 Term. This Agreement takes effect on the Effective Date and remains in force until terminated as provided for herein.

Initial Initial Initial

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4.3 Termination. This Agreement may be terminated at any time upon mutual consent of the Parties. This Agreement may also be terminated by either party after 30 days written notice in accordance with Section 3 above.

4.4 Authority. Each person executing this Agreement on behalf of a Party warrants that the person is duly authorized to execute this Agreement on behalf of that Party and that by doing so, that Party is formally bound to the provisions of this Agreement.

4.5 Severability. If any part of this Agreement is held to be invalid, void, or otherwise unenforceable to any extent by any court of competent jurisdiction, the remainder of this Agreement is not affected thereby, and all other parts of this Agreement remain valid and enforceable to the fullest extent permitted by law.

4.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original. All counterparts are construed together and constitute one single Agreement. A Party may sign this Agreement electronically.

4.7 Governing Law. This Agreement must be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action must be brought in a state or federal court in the County of Riverside, State of California.

4.8 Relationship of the Parties. Except as otherwise provided herein, the obligations of the Parties are intended to be several and not joint or collective, and nothing contained herein may be construed to create an association, trust, or partnership or to impose a trust or partnership obligation on or with regard to either of the Parties. Each Party is individually responsible for its own obligations as herein provided.

4.9 Indemnification. Each Party shall indemnify, defend and hold the other Party, its directors, elected officials, officers, employees, agents, contractors, consultants and authorized volunteers harmless (collectively, the "Indemnified Party"), from all damages, losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of third party claims and suits to the extent caused by the negligent acts or intentional misconduct of the Indemnifying Party or its officers, employees, agents, contractors, or consultants in connection with this Agreement.

4.10 Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements does not waive a right to require such performance or compliance. No waiver of any provision of this Agreement is effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event may not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor does any waiver constitute a continuing waiver.

4.11 Entire Agreement. This Agreement represents the entire understanding of District and Manitou Springs as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representation, inducement, promise, or agreement has been made by any person that has not been incorporated herein, and that any other agreement is void. This Agreement may not be modified

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or altered except in writing signed by both Parties hereto. This is an integrated Agreement. Time is of the essence.

[Signature Page on Following Page]

SIGNATURE PAGE FOR COST SHARING AGREEMENT
BETWEEN
THE FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF
THE CITY OF INDIAN WELLS
AND
MANITOU SPRINGS HOMEOWNERS ASSOCIATION

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

FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS

By: Signed by: Scott Matas 92CE920E7CF2400... _____
SCOTT MATAS
DISTRICT MANAGER

By: _____
KEN SEUMALO
PUBLIC WORKS DIRECTOR

By: _____
CHRISTOPHER FREELAND
CITY MANAGER

ATTEST:

By: _____
ANGELICA AVILA

MANITOU SPRINGS HOMEOWNERS ASSOCIATION

By: Signed by: 89CE085C9C67475... _____

Its: Board President

Printed Name: Georgia Moe

By: Signed by: Kay Lang F51B5AE2C29C4F8... _____

Its: Board Vice President

Printed Name: Kay Lang

Al & Luis Christmas Lighting

A Full-Service Lighting & Decor Co.
53913 Slate dr. Coachella, CA 92236
Alchristmaslighting@yahoo.com
(760)716-7705

Indian Wells Country Club

Indian Wells Country Club
46000 Club Dr.
Indian Wells, CA 92210

May 3, 2025

Manitou Entrance

Main Entrance

Guard House

1. Installation of one hundred fifteen (115) feet of clear C9 LED lights on the perimeter rooflines of main entrance.
   Per foot: $5
   Cost: $575

2. Installation four (4) beautifully decorated sixteen (16) inch beautifully decorated garlands, on four gates
   Per Garland: $230
   Cost: $920

3. Installation of three (3) beautifully decorated sixty (60) inch premium Christmas wreaths in front of guardhouse.
   Per wreath: $290
   Total: $870

4. Circle wrap four (4) olive trees with warm white LED mini-lights in front and back of guardhouse.
   Per Tree: $230
   Cost: $890

Indian Wells Country Club – Club Drive Entrance

Main Entrance

Guardhouse

5. Installation of fifty-five (55) feet of C9 LED lights along perimeter rooflines of main entrance guardhouse.
   Per foot: $5
   Cost: $275

6. Installation of four (4) beautifully decorated sixteen (16) inch premium garlands, on gates.
   Per Garland: $230
   Cost: $920

7. Installation of one (1) beautifully decorated sixty (60) inch wreath in front of guardhouse.
   Cost: $290

8. Transportation, Installation and removal.
   Cost: $476

9. Installation, removal, and warranty for 3 months included. Any damage/theft/or tampering with any of the installed materials will be billed for repair or replacement as necessary.

Maintenance: $200 fee per service call (mon – fri, 8am-4pm)
$65 per person/hour to fix damages (2 person minimum)
$300 fee per service call (weekends/after hours)
$25 per mini-light strand, $55 per timer

Total Cost: $4,999
Payment Terms: 50% deposit, $2,499.50, required by August 1st, 2025; balance due upon installation.

Please be advised that a late fee of 10% of the amount due will be imposed on payments that are 60 days overdue post invoice date, payments that are 60+ days overdue will be imposed a late fee of 15% of the amount due.

In the event of a cancellation, once the contract has been signed, a tiered fee structure will be implemented. The fee will start at 30% of the deposit, however, it is contingent upon the proximity to the scheduled installation date, cancellations made closer to the installation date will incur a higher fee, reflecting the costs and potential loss of revenue associated with the cancellation. This policy ensures fairness and upholds our commitment to providing exceptional service.

All work would be done to accepted industry standards. The job requires that an appropriate power supply be provided by Indian Wells Country Club to each of the areas to be lit by any of the above products.

We are confident that the effort between Indian Wells Country Club and Al & Luis Christmas lighting will bring your guest, as well as the community a more visible and festive ambiance in which to enjoy this upcoming holiday season.

We look forward to bringing your guest a happy and cheerful holiday.

Alvaro Garcia
Owner
Al & Luis Christmas Lighting

X_____ 05/03/25
Signature Date

Scott Matas
Community Association Manager
Desert Resort Management/ Indian Wells Country Club

X_____ _____
Signature Date

STAFF REPORT

DATE: June 12, 2025

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Contracts

SUMMARY:

The following contracts will be expiring. Please review the request for new or renewal of specific contracts that will be necessary for maintenance services.

Pest Control – Renew – Frazier Pest Control

The 2021 contract had no increases built in and Frazier Pest Control had not requested any increases during the life of the contract. The current contract is a monthly pest control service at $40.00 and monthly bait box services at $50.00 for an annual cost of $1,080.00. The requested increase for monthly pest control service is $65.00 and monthly bait box services at $75.00 for an annual cost of $1,680.00. The District Manager an amount not to exceed $2,500.00.

Street Sweeping and Drain Cleaning – Option for two years – Sweeping Corp. of America

The 2022 contract was written at three years with two one-year options. The City of Indian wells is asking that all future multi-year contracts be a minimum of five years. With this in mind the District Manager is requesting approval to combine the final two options of the contract and award the vendor a final extension for July 1, 2025, through June 30, 2027. The vendor current contract is at $122,00.00 annually and has not received an increase in the past three years the vendor is requesting a 4.4% increase. The following is be recommended:

Street Sweeping
Billed Monthly at $8664.24 (Annual cost $103,970.88)

Curb Drains (Slot Drains)
Billed Monthly at $429.78 (annual cost $5,157.36)

Street & Channel Drains
Billed as work is completed per contract.
Annual cost of $17,570.52

Total Contract is not to exceed $127,000.00

HVAC Maintenance Services – New – Desert Air Conditioning

The 2022 contract was written for only three years. The District Manager is recommending the Board of Directors approve a new contract with Desert Air Conditioning for five years. The service will include quarterly maintenance services or four times a year service, on call maintenance services and parts for

an amount not to exceed $5,000.00. Monthly maintenance services not to exceed $900.00 and materials not to exceed $4,100.00.

Lighting Maintenance Services – Option for one year – Associa on Call

The current contract is approved at $75.00 per monthly visit and $75.00 per hour plus materials to repair any lighting at the manitou Drive and Club Drive guardhouse common area and the Manitou and Quail Run bridges. Associa on Call is not asking for an increase and the District Manager is recommending the approval to exercise the final one-year option to the contract for an amount not to exceed $10,000.00. Monthly maintenance services not to exceed $900.00 and materials not to exceed $9,100.00.

Fountain Cleaning – Option – Supreme Pool Service

The current contract that began in 2023 is approved at $575.00 per month for two services per week. Supreme Pool Service is requesting a $25 per month increase and the District Manager is recommending the approval to exercise the final one-year option to the contract for an amount not to exceed $15,000.00.

Janitorial Cleaning – Renew – Master care Commercial Janitorial

The District Manager solicited proposals for janitorial services and received two proposals The current contract that began in 2023 is approved at $555.00 per month for weekly janitorial service plus once a month window cleaning. Master Care Commercial Janitorial is requesting a 3.8% per month resulting in a $576.00 per month fee for weekly janitorial services and once a month window cleaning. The and the District Manager is recommending the approval to exercise the final one-year option to the contract for an amount not to exceed $7,500.00.

Security Gate Maintenance – New –

Pending

ATTACHMENTS
None

FISCAL IMPACT:
No fiscal impact

RECOMMENDATIONS
Approve contracts as outlined.

STAFF REPORT

DATE: June 12, 2025

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Desert Resort Management Contract

SUMMARY:

Desert Resort Management (DRM) began managing the district in September of 2008 agreeing to a monthly fee of $5,400.00. Over a 13-year period, 2008- 2021, the Board of Directors gave minor management increases adding up to a monthly management fee of $5,942.00. In 2021 with the economy changing and minimum wage increases DRM requested a 7% increase to management fees and the Board of Directors awarded the increase resulting in a new management fee of $6,357.94. In the 2023 negotiations DRM did not request an increase to the management fees and signed a five-year contract for management services, the monthly management fee was rounded up and is now paid at $6,358.00.

DRM is requesting the FAMD Board of Directors consider an amendment to the districts management agreement. The current agreement has a term that began on July 1, 2023, and will end on June 30, 2028. The compensation agreement is for $6,358.00 or $76,296.00 annually. The contract amendment requests are as follows:

1. Item 3(a) - 3% increase to management fees = $6,549.00 per month, $78,588.00 annually or a $191.00 per month or $2,292.00 annual increase.
2. Exhibit B – See attachment.

ATTACHMENTS

2025 Schedule of Fees
FAMD_DRM Management Agreement 2023 thru 2028

FISCAL IMPACT:

No fiscal impact

RECOMMENDATIONS

Discuss and give direction.

Associa
Desert Resort Management

Exhibit A

Itemized Charges for Periodic Routine Services

January 1, 2025

Item	Charge
Records Storage	$3.95 per box per month (billed annually)
ACH Maintenance Fee	$5.25 per unit enrolled per year (billed annually)
Coupon Booklets	$14.99 per booklet includes envelopes (replacement/new owner)
Billing Statements/Late Notices	$3.50 each + current postage rate includes envelopes
Envelopes	$0.25 regular size. $0.99 large
Manual Bank Deposit	$50.00 each
Notary Services	$15.00 per signature
Mobile Notary Services	$15.00 per signature + ancillary services $50.00 - $100.00 depending on location
Community Mailings	$0.30 per sheet + printing + current postage rate
Investment Purchase or Redemption	$35.00 per transaction
Name and Address Labels	$25.00 per set
Checks - A/P	$0.45 each
Emergency Check Processing	$25.00 each
Manual Check Processing	$25.00 each
Financial Statement Cost Center/Fund/Department set up and maintenance One Operating and One Reserve Fund included	$250.00 set up + $150 per month per cost center/fund/department in excess of one operating and one reserve fund
Materials Reproduction (copies/scanning/printing)	$0.28 per page - black/white; $1.00 per page - color
1099 Processing	$29.00 per page
Pass-thru Transactions	Cost + 10% admin fee
Notice by Certified Mail	$20.00 + current postage rate (International $30.00 + current postage rate)
Postage	Current Postage Rate
Agent's Executive Staff	$175.00 per hour
Agent's Community Managers	$145.00 per hour
Agent's Administrative & Accounting Staff	$65.00 per hour
Holiday Meetings	$250.00 per hour
Saturday Meetings/Extra Meetings/Meetings Past 8:00 p.m.	Applicable hourly rate
Mileage (Above contract obligation)	Current IRS Mileage Rate
Secretary of State Filings	$135 per filing
Corporate Transparency Act Filings	$225.00 annually, plus $50 for each off-cycle update
Special Assessment Set-up, processing, and monitoring	$250.00 set up + $150 per month with any open balances
Supplemental Budget Preparation	$250.00 + Cost of Distribution
Year-end CPA Preparation/Tax Filings	$275.00 - $650.00 (Depending on size of Association)
Community Set-up/Transition Fee	$550
Electronic Voting Monitoring	$250 annual maintenance plus $5.00 per owner registration (billed annually)
Newsletters	**Included** No charge for formatting. Printing, Content, Postage - Not Included
Non-routine services outside of contract	Applicable hourly rate

All Items Billed on Owners Account	
Towing Administration	$85.00 per incident (billed to owner)
Hearing Notices Administration	$85.00 per notice (billed to owner)
Application Processing	$25.00 - $100.00 per submittal (Billed to owner) *Plan check services not included *DocuSign capabilities billed as an extra cost within submittal cost
Private Transfers Outside of Escrow	$225.00

Transfer, Resale and Disclosure Certificates	
Escrow Disclosure Packages	Pricing depends on documents requested (Collected in escrow)
Transfer Fee	$275.00 (Collected in escrow)
Covenants Compliance Inspections	$225.00 (Collected in escrow)

Architectural Administration and Compliance	
Site Inspections	Applicable hourly rate for inspections in excess of contract
SmartWebs	Pricing depends on size of Association

Website & Electronic Services	
Annual Domain Fee	$60.00
Custom Domain Name Transfer or Set-Up and Basic Set-Up Fee	$125.00 plus cost of domain name registration
E-Blast Service	$50.00 (unlimited) billed monthly
Technology Services (Zoom, GoTo Meeting, Survey Monkey, DocuSign)	$35.00 billed monthly
Electronic Records Storage	$65.00 billed semi-annually
TownSq	**Included** basic package, add on modules are extra

Delinquency Monitoring/Management (All Items Billed on Owners Account)	
Title Check	$75.00
Returned Check or ACH	$35.00 per item
Payment Plan Setup & Monitoring	$125.00 Setup/$15 monthly monitoring fee
Collection Turnover	$150.00 one-time fee, account referred to Attorneys/Collection Service
Delinquency Courtesy Letter / Late Statement Processing Fee	$15.00
Delinquency Notice Processing	$25.00
Pre-Lien Processing	$175.00
Lien Processing	$250.00 plus costs
Notice of Default Processing	$150.00 plus costs
Release of Lien Processing	$100.00 plus costs

Access Control Administration	
Access Devices	Per Association Policy (Billed to owner)
New Owner Set Up	$75.00 (Billed to owner's account)
Kiosk/New Device Programming	$25.00 per change (Billed to owner's account)
Community Reprogramming	$250.00 - $600.00 per project (Billed to Association)

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this Exhibit A are subject to reasonable change, from time to time, without prior notice and shall automatically increase on each calendar year by the year-over-year increase in the Consumer Price Index plus two percent (2%).

FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of July 1, 2023 by and between the Fire Access Maintenance District No. 1 ("District") of the City of Indian Wells ("City"), a public agency of the City with its principal place of business at 44-950 Eldorado Drive, Indian Wells, California 92210 ("District"), and **Desert Resort Management, Inc.,** a California Corporation with its principal place of business at 42-635 Melanie Place, Ste. 103, Palm Desert, CA 92211 ("Consultant"). (hereinafter referred to as "Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. District is a public agency of the City and is in need of professional services for the following project:

Management Services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals.

The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A."

3. Compensation.

a. Subject to paragraph 3(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Six Thousand Three Hundred Fifty-Eight dollars ($6,358.00) per month plus specified expenses described in Exhibit "B"** without written approval of District's Manager. This amount is to cover all printing and related costs, and the

District will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. Consultant acknowledges that it is hereby contracting to provide services to the District and will only look to District funds for payment of any amounts owed under, or arising from, the Agreement. Under no circumstances will City funds, other than District funds, be a source of payment for any obligations arising under this Agreement.

d. Reimbursement for Costs and Expenses. Consultant shall be reimbursed for repair and maintenance costs, including, but not limited to, expenses at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. If a cost or expense is not listed in Exhibit "B," Consultant shall be reimbursed for the actual cost of such expense. Consultant shall submit to FAMD a monthly itemized invoice for all costs and expenses. FAMD shall, within forty-five (45) days of receiving such invoice, review such invoice and pay all authorized charges thereon. Consultant's monthly compensation for costs and expenses under this Section 3.d. shall not exceed $10,000.00 for the fiscal year and shall not exceed $5,000.00 in any given month."

4. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

6. Term

The term of this Agreement shall be from **July 1, 2023,** to **June 30, 2028,** unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

7. Delays in Performance.

a. Neither District 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 .a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (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); and (4) 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.

b. Should such 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. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

8. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

9. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

10. Conflicts of Interest.

During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the District and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the District.

11. City Business Certificate.

Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

12. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, 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. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

13. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

14. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement

(8) Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period

required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers 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 District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

15. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents 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, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the District. 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 District, its officials, officers, employees, agents, or volunteers.

b. 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.

16. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). 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 for maintenance or $25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants 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.

b. 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 for maintenance or $25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor 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 District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

17. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies 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.

18. District Material Requirements.

Consultant is hereby made aware of the District's requirements regarding materials, as set forth in City of Indian Wells **financial policies and standard operating procedures of the Fire Access Maintenance District**, which are deemed to be a part of this Agreement.

19. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

20. Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

21. Attorneys' Fees.

In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the District shall be considered as "attorneys' fees" for the purposes of this Agreement.

22. Responsibility for Errors.

Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall, at no cost to District, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the District and to participate in any meeting required with regard to the correction.

23. Prohibited Employment.

Consultant shall not employ any current employee of District to perform the work under this Agreement while this Agreement is in effect.

24. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

25. Organization

Consultant shall assign Scott Matas or designee appointed by Desert Resort Management CEO Mark Dodge as District Manager. The District Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

26. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

27. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Fire Access Maintenance District No. 1 of the City of Indian Wells

44-950 Eldorado Drive

Indian Wells, California 92210

Attn: Ken Seumalo, Public Works Director

CONSULTANT:

Desert Resort Management

42-635 Melanie Pl, Ste. 103

Palm Desert, CA 92211

Attn: Mark Dodge

and shall be effective upon receipt thereof.

28. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

29. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

30. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

31. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

32. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

33. Non-Waiver

The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

34. Time of Essence

Time is of the essence for each and every provision of this Agreement.

35. Headings.

Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

36. Amendments.

Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

37. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

38. 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, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

39. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

40. Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

41. Reserved.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS AND DESERT RESORT MANAGEMENT

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

FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS

By: _____
KEN SEUMALO
PUBLIC WORKS DIRECTOR

By: _____
CHRISTOPHER FREELAND
CITY MANAGER

ATTEST:

By: _____
ANGELICA AVILA
CITY CLERK

APPROVED AS TO FORM:

By: _____FOR
BEST, BEST & KRIEGER, LLP
DISTRICT LEGAL COUNSEL

DESERT REOSRT MANAGEMENT

By: _____

Its: _____

Printed Name:_____

By: _____

Its: _____

Printed Name:_____

EXHIBIT "A"
SCOPE OF SERVICES

Administration Management Company shall perform the following Management duties:

1. Make investigations and recommendations regarding the affairs and operations of the FAMD and regarding all contracts and the proper performance of obligations pertaining to the FAMD.
2. Investigate complaints in relation to matters concerning the administration of the FAMD and in regard to the service maintained by public utilities and other parties.
3. Exercise general supervision over FAMD properties, which are under the control and jurisdiction of the Board.
4. Retain official records for the FAMD and submit copies of same to City liaison as required by the FAMD manual.
5. Prepare specifications and oversee bid requirements as specified in the FAMD manual and prepare resulting contracts. In the event that the preparation of specifications and bid requirements is for an expertise such as drainage installations, road repairs and concrete curbing, management shall not be expected to house this level of information internally but may request involvement of FAMD engineer or city staff in preparation and evaluation of specifications and proposals.
6. Prepare the Board information packets for the monthly Board meetings.
7. Submit to the Indian Wells City Clerk's office the Board meeting notices and agendas in accordance with the State law.
8. Attend Board of Directors meetings and take minutes on behalf of the Board Secretary, obtaining Board Secretary's signature on final, approved minutes.
9. Maintain FAMD website, including preparation of newsletter to properties in the FAMD if requested by board. If photocopying is done by DRM, the cost shall be at the per copy rate as found in Exhibit B.
10. Prepare for approval by the Board and submittal to the City Finance Director necessary financial documents as required in the FAMD Manual, including the annual budget and Capital Improvement Plan and preparation of paperwork associated with creation of and approval of the requisitions associated with the budgetary process.
11. Submit FAMD invoices to City Finance Department no less than semi-monthly and in accordance with the requirements of the FAMD Manual.
12. Review and report to the Board on the monthly Financial Statements prepared by the City Finance Department.
13. Supervise contractors engages by the FAMD.
14. Management of gate security through a security contract.
15. Attend up to one additional Ad Hoc Committee meeting per month if requested. Additional attendance if requested shall be at the hourly rate as found in Exhibit B.
16. Prepare Personal Services Agreements for any ongoing maintenance vendor for the FAMD for submission to FAMD general counsel for review and approval.
17. Follow and comply with the City of Indian Wells' Policy Manuals, including, but not limited to the City's Purchase Policy and Administrative Policy.
18. Provide administrative support and coordinate with City liaison and City support staff.

EXHIBIT B
Schedule of Charges/Payments

Consultant will invoice District on a monthly cycle. The total compensation shall not **exceed Six Thousand Three Hundred Fifty-Eight dollars ($6,358.00) per month, plus specified expenses described below** without written approval of FAMD's Finance Department. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Associa
Desert Resort Management

Exhibit A

Itemized Charges for Periodic Routine Services

April 1, 2023

Item	Charge
Records Storage	$3.75 per box per month (billed annually)
ACH Maintenance Fee	$5.00 per unit enrolled per year (billed annually)
Coupon Booklets	$11.99 per booklet includes envelopes (replacement/new owner)
Billing Statements/Late Notices	$2.50 each + current postage rate includes envelopes
Envelopes	$0.25 regular size. $0.99 large
Manual Bank Deposit	$35.00 each
Notary Services	$15.00 per signature
Community Mailings	$0.28 per sheet + printing + current postage rate
Investment Purchase or Redemption	$35.00 per transaction
Name and Address Labels	$25.00 per set
Checks - A/P	$0.35 each
Emergency Check Processing	$10.00 each
Materials Reproduction (copies/scanning/printing)	$0.28 per page - black/white; $1.00 per page - color
1099 Processing	$25.00 per page
Pass-thru Transactions	Cost + 1% - 10% admin fee
Notice by Certified Mail	$15.00 + current postage rate (International $25.00 + current postage rate)
Postage	Current Postage Rate
Agent's Executive Staff	$150.00 per hour
Agent's Community Managers	$125.00 per hour
Agent's Administrative Staff	$50.00 per hour
Holiday Meetings	$250.00 per hour
Saturday Meetings/Extra Meetings/Meetings Past 8:00 p.m.	Applicable hourly rate
Mileage (Above contract obligation)	Current IRS Mileage Rate
Secretary of State Filings	$125 per filing
Special Assessment	$150.00 set up + $100 per additional monthly billing
Supplemental Budget Preparation	$250.00 + Cost of Distribution
Year-end CPA Preparation/Tax Filings	$250.00 - $500.00 (Depending on size of Association)
Community Set-up/Transition Fee	$500
Newsletters	**Included** No charge for formatting. Printing, Content, Postage - Not Included
Non-routine services outside of contract	Applicable hourly rate

All Items Billed On Owners Account	
Towing Administration	$85.00 per incident (billed to owner)
Hearing Notices Administration	$85.00 per notice (billed to owner)
Application Processing	$25.00 minimum per submittal (Billed to owner) *Plan check services not included
Private Transfers Outside of Escrow	$150.00

Associa
Desert Resort Management

Transfer, Resale and Disclosure Certificates	
Escrow Disclosure Packages	Pricing depends on documents requested (Collected in escrow)
Transfer Fee	$275.00 (Collected in escrow)
Covenants Compliance Inspections	$200.00 (Collected in escrow)

Architectural Administration and Compliance	
Site Inspections	Applicable hourly rate for inspections in excess of contract
SmartWebs	Pricing depends on size of Association

Website & Electronic Services	
Annual Domain Fee	$55.00
Custom Domain Name Transfer or Set-Up and Basic Set-Up Fee	$125.00 plus cost of domain name registration
E-Blast Service	$50.00 (unlimited)
Electronic Records Storage	$60.00 billed semi-annually
TownSq	**Included** basic package, add on modules are extra

Collection Services (All Items Billed on Owners Account)	
Intent to Lien Processing (Includes Title Check)	$200.00
Returned Check or ACH	$35.00 per item
Late payment handling fee	$10.00 per late payment
Payment Plan Administration	$125.00
Collection Monitoring	$75.00 one-time fee when turned over to Attorneys

Access Control Administration	
Access Devices	Per Association Policy (Billed to owner)
New Owner Set Up	$50.00 (Billed to owner)
Kiosk/New Device Programming	$15.00 per change (Billed to owner)
Community Reprogramming	$250.00 per project (Billed to Association)

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this Exhibit A are subject to reasonable change, from time to time, without prior notice and shall automatically increase on each calendar year by the year-over-year increase in the Consumer Price Index plus two percent (2%).