

Vendor Name		Vendor Number		Check Date	Check Number
WESSMAN DEVELOPMENT CO.		27957		09/13/12	1058652
DEPARTMENT	ACCOUNT	PURCHASE ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
1400	58029	00110626	06/05/2012	19,880.90	REIMBURSEMENT AGRMT
1400	65232	00110626	06/05/2012	30,119.10	REIMBURSEMENT AGRMT
City of Palm Springs, 3200 Tahquitz Canyon Way, Palm Springs 92262					\$****50,000.00*



3200 Tahquitz Canyon Way, Palm Springs, 92262  
 TELEPHONE: (760) 323-8225

**ACCOUNTS PAYABLE**

**PAY EXACTLY - THE SUM OF FIFTY THOUSAND DOLLARS & ZERO CENTS**

CHECK DATE	CHECK NO.
09/13/12	1058652

Bank of America 16-66/1220  
 588 South Palm Canyon Drive  
 Palm Springs, CA 92264

AMOUNT  
 \$\*\*\*\*50,000.00\*

**VOID AFTER 90 DAYS**

**TO THE ORDER OF -**

WESSMAN DEVELOPMENT CO.  
 555 S SUNRISE WAY, SUITE 200  
 PALM SPRINGS CA 92264

# Purchase Order

11/12

PO Printed Date: 04/27/2011



CITY OF PALM SPRINGS  
Procurement & Contracting Division  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262

**PAYMENT COPY**

Approved for full payment  
 Close PO - unencumber any remaining balance

Name: *[Signature]*  
Date: *7-25-12*

**VENDOR**

27 957 00002759  
John Wessman dba Wessman Development  
Job Cost  
Martha Higgins  
555 South Sunrise Way  
Suite 200  
Palm Springs, CA 92264  
US  
Email: martha@wessmandevelopment.com  
Phone: (760)325-3321  
FAX: (760)325-5848

PO Date: 04/27/2011  
Buyer: Leigh A. Gileno  
Phone #: (760)322-8374  
FOB: F.O.B., Destination  
Terms: Net 30

**Purchase Order Number**  
11-0626 : 0

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.

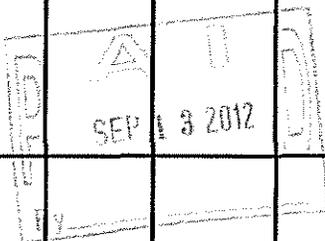
**SHPOT**

14000 - COMMUNITY & ECONOMIC DEVELOPMENT  
ECDV - Community & Economic Development  
Economic Development Admin.  
3200 E, Tahquitz Canyon Way  
Palm Springs, CA 92262  
US

**BILL TO**

Accounts Payable  
PO BOX 2743  
PALM SPRINGS, CA 92263  
US

Department		Bid Number	Requisition Number	Delivery Date									
14000 - COMMUNITY & ECONOMIC DEVELOPMENT			14000-11-03015	Days ARO									
Item	Class-Item	Bid Item #	Req Line Item #	Quantity	Unit	Unit Price	Total						
1	( 906 - 10 ) Reimbursement Agreement for design/development of Museum Market Plaza.		14000-11-03015- 1	1.0	EA - Each	\$200,000.00	\$200,000.00						
2	THIS PURCHASE ORDER IS FOR PAYMENT PURPOSES ONLY AND DOES NOT CONSTITUTE NOTICE TO PROCEED. SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH AGREEMENT NO. 6085. APPROVED BY CITY COUNCIL ON 3/2/2011.												
	<table border="1"> <tr> <th>FY</th> <th>Account Code</th> <th>Dollar Amount</th> </tr> <tr> <td>11</td> <td>1400-58029</td> <td>\$200,000.00</td> </tr> </table>	FY	Account Code	Dollar Amount	11	1400-58029	\$200,000.00						
FY	Account Code	Dollar Amount											
11	1400-58029	\$200,000.00											
<i>65232</i>						<b>Subtotal</b>	\$200,000.00						
						<b>Tax</b>	\$0.00						
						<b>Freight</b>	\$0.00						
						<b>Discount</b>	\$0.00						
						<b>Total</b>	\$200,000.00						

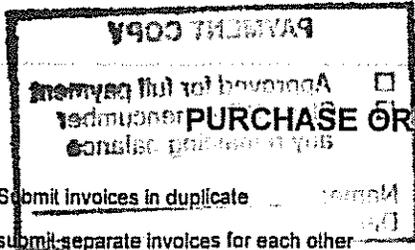


RECEIVED  
CITY OF PALM SPRINGS

2012 JUL 26 AM 9:45

FINANCE DEPARTMENT

Authorized City Signature  
*[Signature]*



FINANCE APPROVED	DATE	ENCUMBERED
CW	4/27	[Signature]

**PURCHASE ORDER TERMS AND CONDITIONS**

1. Please Submit Invoices in duplicate
  2. Please submit separate invoices for each other
  3. Show PO# on each carton label.
  4. Notify at Once if Order cannot be filled
  5. The city is not exempt from California sales tax.
  6. The city is exempt from Federal excise tax.
1. Acceptance: City reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications drawings, samples or descriptions Acceptance of any part of the order shall not bind City to accept future shipments, nor deprive it of the right to return goods already accepted.
  2. Late Deliveries: If delivery of the commodity or service cannot be made as specified or sooner and at the price shown, notify the City Purchasing Manager immediately. And correspondence, other than invoices, relating to this Order must be sent to the Purchasing Manager. The City reserves the right to cancel order if delivery is not made by the time specified.
  3. Risk of Loss: Delivery shall not be deemed to be complete until the goods have been actually received and accepted by the City.
  4. Defects: By accepting this order Seller acknowledges that the goods covered by this order are satisfactory for the purposes intended by City.
  5. Prices: Unless otherwise provided, goods shall be furnished at the prices indicated on this order only. Invoices will be honored for purchase order prices only. Price on the order include delivery to the Department within building unless otherwise specified on the order.
  6. Patent Infringement: Seller agrees to indemnify City and hold it harmless from and against all liability, loss, damage, and expense, including reasonable counsel fees resulting from any actual or claimed trademark patent or copyright infringement, or any litigation based thereon with respect to any part of the goods covered by the order, and such obligation shall survive acceptance of the goods and payment therefore by the City.
  7. Packing: All goods, wrappers and containers must bear markings and labels required by applicable federal, state, and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges to packing, crating, and transportation to f.o.b. point.
  8. Nonassignment: This order must not be assigned or transferred to anyone without the written approval of the Purchasing Manager.
  9. Labor Disputes: Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of the order, Seller shall immediately give notice thereof to City.
  10. HAZARDOUS MATERIAL: SELLER SHALL PROVIDE MATERIAL SAFETY DATA SHEETS FOR EACH PRODUCT CONTAINING HAZARDOUS SUBSTANCES AS LISTED BY CALIF. DIR. IND. REL. IN CALIF. ADM. CODE, TITLE 8, SEC 5194 AND LABOR COSTS. Seller agrees to furnish Material Safety Data Sheet (Form OSHA-20) as applicable for hazardous or potentially hazardous products.
  11. Discounts: Discount period will be computed from date of receipt of invoice, or goods or services whichever is the later date.
  12. Hold harmless: seller agrees to indemnify, defend and save City and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Sellers employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this agreement, or are caused or claim to be caused by the negligent acts of Seller, its agents or employees, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claim arising from the sole negligence or willful misconduct of the City, its agents or employees.
  13. In the event of any conflict between the provisions of this Purchase Order Terms and Conditions and the terms of any proposal or related documents submitted by a vendor or a consultant, including without limitation a scope of work or alternate contract terms and conditions, the provisions of this Purchase Order Terms and Conditions shall control.

# PO Change Order

PO Printed Date:  
05/11/2011



City of Palm Springs  
Procurement & Contracting Division  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262

PAYMENT COPY	
<input checked="" type="checkbox"/>	Approved for full payment
<input type="checkbox"/>	Close PO - unencumber any remaining balance
Name:	<i>[Signature]</i>
Date:	<i>9-12-12</i>

<b>V</b>	Vendor Number: 00002759
<b>E</b>	John Wessman dba Wessman Development
<b>N</b>	Job Cost
<b>D</b>	555 South Sunrise Way
<b>O</b>	Sulte 200
<b>R</b>	Palm Springs, CA 92264
<b>U</b>	US

Change Order Date:	09/11/2012
Original PO Date:	04/27/2011
Buyer:	Leigh A. Gileno
Phone #:	(760)322-8374
FOB:	F.O.B., Destination
Terms:	Net 30

Change Order Number	1
Purchase Order Number	11-0626 : 0
ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.	

<b>S</b>	14000 - COMMUNITY & ECONOMIC DEVELOPMENT
<b>H</b>	ECDV - Community & Economic Development
<b>I</b>	Economic Development Admin.
<b>P</b>	3200 E, Tahquitz Canyon Way
<b>T</b>	Palm Springs, CA 92262
<b>O</b>	US

<b>I</b>	Accounts Payable
<b>N</b>	PO BOX 2743
<b>V</b>	PALM SPRINGS, CA 92263
<b>O</b>	US
<b>I</b>	
<b>C</b>	
<b>E</b>	

Change Order Note: Item changes have been made

Department		Bid Number	Requisition Number	Delivery Date									
14000 - COMMUNITY & ECONOMIC DEVELOPMENT			14000-11-03015	0 Days ARO									
Item	Class-Item	Bid Item#	Req Line Item #	Quantity Change	Unit	Unit Price	Total Change						
0	Change Description: Days ARO changed from "" to "0"												
0	Change Description: Retainage % changed from "" to "0.0"												
3	( 906 - 10 ) Change Order No. 1 for Amendment #1 for the Reimbursement agreement with Wessman Holdings, LLC to cover additional pursuit costs under the agreement for the redevelopment of real property at 123 N. Palm Canyon Drive. Executed Amendment forth coming. Approved by City Council September 5, 2012. Change Description: Item 3 added			1.0	LOT - Lot	\$30,119.10	\$30,119.10						
<table border="1"> <tr> <th>FY</th> <th>Account Code</th> <th>Dollar Amount</th> </tr> <tr> <td>11</td> <td>001-1400-65232</td> <td>\$30,119.10</td> </tr> </table>		FY	Account Code	Dollar Amount	11	001-1400-65232	\$30,119.10						
FY	Account Code	Dollar Amount											
11	001-1400-65232	\$30,119.10											
<b>Sub-Total Change</b>							\$30,119.10						
<b>Tax Change</b>							\$0.00						

	<b>Freight Change</b>	\$0.00
	<b>Discount Change</b>	\$0.00
	<b>Change Order Total</b>	\$30,119.10
	<b>Previous Total</b>	\$200,000.00
	<b>Revised Total</b>	\$230,119.10

**EXHIBIT COPY**

Approved for full payment  
 Close PO - unencumbered  
 any remaining balance

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

INVOICES: Direct invoices in DUPLICATE to the address shown above.  
 TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this order.

<b>DIRECTOR OF PURCHASER/BUYER</b>		
<i>Curt Stadden</i>		
<b>FINANCE APPROVED</b>	<b>DATE</b>	<b>ENCUMBERED</b>
<i>yes</i>	<i>4/11/12</i>	<i>yes</i>

CITY OF PALM SPRINGS/WESSMAN/WESSMAN HOLDINGS, LLC  
DESERT FASHION PLAZA / MUSEUM MARKET PLAZA

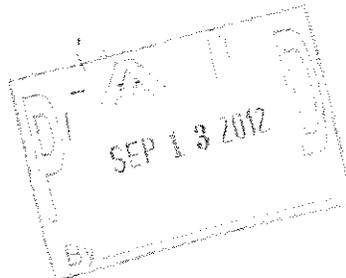
As of June 05, 2012

REIMBURSEMENT REQUEST - DESIGN COMPETITION

DESCRIPTION	REQUESTED DISBURSEMENT	DATE PAID
ALTEVERS ASSOCIATES	\$ 25,000.00	4/11/2012
RCH STUDIOS	\$ 25,000.00	4/11/2012
RSP ARCHITECTS	\$ 25,000.00	4/11/2012
ALLEN PHILP ARCHITECTS	\$ 25,000.00	4/23/2012
TOTAL DESIGN COMPETITION FEES	\$ 100,000.00	
50% DUE FROM CITY OF PALM SPRINGS AS PER AGREEMENT	\$50,000.00	

TOTAL REIMBURSEMENT DUE THIS BILLING \$ 50,000.00

PLEASE MAKE CHECK PAYABLE TO:  
WESSMAN DEVELOPMENT COMPANY-JOB COST  
555 S. SUNRISE WAY, STE. 200  
PALM SPRINGS, CA 92264



Ent	Name	Acct No	Invoice	Date	Reference	Amount	Discount	Net
010	WESSMAN DEVELOPMENT	1350-128-01	DESIGN COMP	4/23/2012	DFP DESIGN COMP	25,000.00	0.00	25,000.00

**Payor:** WESSMAN DEVELOPMENT COMPANY      **Date:** 4/23/2012      **Check No.:** 007212 ✓      **Check Amount:** \$25,000.00  
**Payee:** ALLEN + PHILP ARCHITECTS, PC

Retain this statement for your records

**THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND**

**WESSMAN DEVELOPMENT COMPANY**  
**JOB COST**  
 555 S SUNRISE WAY, STE 200  
 PALM SPRINGS, CA 92264

RABOBANK  
 901 EAST TAHQUITZ CANYON WAY  
 PALM SPRINGS, CA 92262

90-3842  
 1222

Date: 4/23/2012      Check No.: 007212      Check Amount: \$25,000.00

Twenty Five Thousand AND 00/100 Dollars

Pay to the order of:

**ALLEN + PHILP ARCHITECTS, PC**  
 7154 EAST STETSON DR. 4TH FL  
 SCOTTSDALE, AZ 85251

**Copy**

Ent	Name	Acct No	Invoice	Date	Reference	Amount	Discount	Net
040	WESSMAN DEVELOPMENT	1350-128-01	DESIGN COMP	4/11/2012	DFF DESIGN COMP.	25,000.00	0.00	25,000.00
Payor: WESSMAN DEVELOPMENT COMPANY		Date		Check No.		Check Amount		
Payee: ALTEVERS ASSOCIATES		4/11/2012		007205		\$25,000.00		

Retain this statement for your records

**THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND**

**WESSMAN DEVELOPMENT COMPANY**  
**JOB COST**  
 555 S SUNRISE WAY, STE 200  
 PALM SPRINGS, CA 92264

RABOBANK  
 901 EAST TAHQUITZ CANYON WAY  
 PALM SPRINGS, CA 92262

90-3842  
 1222

Date: 4/11/2012      Check No.: 007205      Check Amount: \$25,000.00

**Twenty Five Thousand AND 00/100 Dollars**

Pay to the order of:

**ALTEVERS ASSOCIATES**

**8910 UNIVERSITY CENTER LANE #250**  
**SAN DIEGO, CA 92122**

**Copy**

CHECK REQUEST

VENDOR CODE: ALTAS AMOUNT: \$ 25,000

MAKE CHECK PAYABLE TO: attavers + assoc

ACCOUNTING INFORMATION:

ENTITY: <u>010</u>	CHECK REQUESTED BY: <u>JW</u>
G/L ACCOUNT: _____	APPROVED DATE: <u>4/1/12</u>

SPECIAL INSTRUCTIONS:

Design Competition  
Downtown

1/4 Design Competition

Ent	Name	Acct No	Invoice	Date	Reference	Amount	Discount	Net
G10	WESSMAN DEVELOPMENT	1350-128-01	DESIGN COMP	4/11/2012	OFF DESIGN COMP.	25,000.00	0.00	25,000.00
Payor: WESSMAN DEVELOPMENT COMPANY			Date		Check No.	Check Amount		
Payee: RSP ARCHITECTS			4/11/2012		007207	\$25,000.00		

Retain this statement for your records

**THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND**

**WESSMAN DEVELOPMENT COMPANY**  
**JOB COST**  
 555 S SUNRISE WAY, STE 200  
 PALM SPRINGS, CA 92264

RABOBANK  
 901 EAST TAHQUITZ CANYON WAY  
 PALM SPRINGS, CA 92262

90-3842  
 1222

Date: 4/11/2012      Check No.: 007207      Check Amount: \$25,000.00

Twenty Five Thousand AND 00/100 Dollars

Pay to the order of:

**RSP ARCHITECTS**

**502 S. COLLEGE AVE., STE. 203**  
**TEMPE, AZ 85281**

**Copy**

# CHECK REQUEST

VENDOR CODE: <u>RSPAR</u>	AMOUNT: \$ <u>25,000</u>
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MAKE CHECK PAYABLE TO: RSP Architects  
502 S. College Ave. Ste 203  
Tempe, AZ 85281

## ACCOUNTING INFORMATION:

ENTITY: <u>D10</u>	CHECK REQUESTED BY: <u>[Signature]</u>
G/L ACCOUNT: _____	APPROVED DATE: <u>4/1/12</u>

SPECIAL INSTRUCTIONS: Design Comp.

Ent	Name	Acct No	Invoice	Date	Reference	Amount	Discount	Net
01C	WESSMAN DEVELOPMENT	1350-128-01	DESIGN COMP	4/11/2012	DFP DESIGN COMP	25,000.00	0.00	25,000.00
Payor: WESSMAN DEVELOPMENT COMPANY				Date	Check No.	Check Amount		
Payee: RCH STUDIOS				4/11/2012	007206	\$25,000.00		

Retain this statement for your records

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

WESSMAN DEVELOPMENT COMPANY  
 JOB COST  
 555 S SUNRISE WAY, STE 200  
 PALM SPRINGS, CA 92264

RABOBANK  
 901 EAST TAHQUITZ CANYON WAY  
 PALM SPRINGS, CA 92262

90-3842  
 1222

Date 4/11/2012      Check No. 007206      Check Amount \$25,000.00

Twenty Five Thousand AND 00/100 Dollars

Pay to the order of:

RCH STUDIOS

639 N. LARCHMONT DRIVE, STE. 100  
 LOS ANGELES, CA 900041310

Copy

# CHECK REQUEST

VENDOR CODE: <u>RCHST</u>	AMOUNT: \$ <u>25,000</u>
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MAKE CHECK PAYABLE TO: RCH Studios  
Ros Clemente Hale

## ACCOUNTING INFORMATION:

ENTITY: <u>010</u>	CHECK REQUESTED BY: <u>AO</u>
G/L ACCOUNT: _____	APPROVED DATE: <u>4/1/12</u>

SPECIAL INSTRUCTIONS: Design Comp.