



CITY COUNCIL STAFF REPORT

DATE: March 19, 2014 CONSENT CALANDER

SUBJECT: APPROVE GRANT AGREEMENTS UNDER THE CITY'S SPECIAL ECONOMIC DEVELOPMENT FOCUS INCENTIVE AREAS

FROM: David H. Ready, City Manager

BY: Community & Economic Development Department

SUMMARY

Review and approve Interior Remodel Grant Agreements under the Special Economic Development Focus Incentive Areas. The applicants have met the program criteria and qualify for the grant reimbursement upon evidence of payment of all eligible expenditures allowed under the program.

RECOMMENDATION:

1. Approve the Special Economic Development Focus Incentive Areas Grant Agreements as submitted.
2. Authorize the City Manager to execute all documents related to the Special Economic Development Focus Incentive Areas Agreements.

STAFF ANALYSIS:

On July 3, 2013, the City Council adopted Resolution 23413 approving the creation of two Special Economic Development Focus Incentive Areas generally located along the major corridors south of Ramon Road and north of Tachevah Road, along the entryways into the Downtown and Uptown areas. On September 4, 2013, the City Council adopted Resolution 23433, amending the budget for Fiscal Year 2014-14 to provide the \$1,000,000 in funding for the Special Economic Development Focus Incentive Areas.

The Special Focus Incentive Area Program is a collection of several City incentives to create an inducement to redevelop vacant properties, assist existing businesses in the area, or spur stalled development projects in the area. The four types of investments that the City approved include:

- assisting stalled vacant land projects

- renovating and repositioning major (larger or longer-term) vacancies as catalyst projects
- creative uses of the Hotel Incentive Program for small, dilapidated hotels
- extending the Facade Improvement and Interior Remodel programs for the area

The Interior Remodel Grant Program is designed to encourage the improvement and investment in retail/commercial properties that contribute to the revitalization of the City of Palm Springs. The Interior Remodel Grant Program features a match grant up to \$25,000 to assist in the cost of interior improvements made by a property owner or tenant. Eligible uses include interior painting or wall coverings, window treatments, floor covering, lighting systems, ceiling tiles, display cases (permanent), partition walls and interior electrical to dedicated spaces.

Interested tenants or landlords can apply for the Interior Remodel Grant by completing and submitting the application form to the Economic Development Department. Staff reviews the application and if the applicant has met the qualifications a confirmation letter is sent explaining the additional documentation that may be needed to initiate an Agreement. It is at this point that an applicant may be in the planning and building process waiting for project approvals and permits. Waiting for permits may delay the completion of the actual Agreement, which ensures reimbursement to the Applicant up to the grant limit, and upon evidence of payment for the Scope of Work described in the Agreement. Evidence of payment by the Applicant is the only way the reimbursement request is initiated. If the Applicant is unable to provide evidence of payment for the work, the City is under no obligation to pay the grant reimbursement for unverified invoices. Staff also meets with the applicant to help with the application process and conducts on-site visits to view the work being done.

Following is a brief description of applicants for the Interior Remodel Program and the scope of work similarly described in the Agreements. Some Agreements are incomplete because the permits or other documentation had not been obtained at press time.

Interior Remodel Grant Applicants and Agreements Status

The following six agreements are presented for approval. Three have completed their work and are ready for City signature. Three are still under construction and development. They are:

- Geoff McIntosh, Bernie's Lounge & Supper Club at 292 E. Palm Canyon Drive: Scope of work includes: remove wallpaper, refinish walls, new ceiling tiles, new carpet, new installed light fixtures, and booths. Agreement Status: Completed, signed and waiting for applicant to submit evidence of payments. Total expenditure: \$75,000 (est.)/Grant amount: \$25,000.
- Julie Montante, Dollar Plus, 555 S. Palm Canyon Drive: Scope of work includes: removal of existing floor finish, clean & polish vinyl flooring, apply new epoxy

floor finish, paint all interior walls, repair and or replace reflective ceiling tiles, replace fluorescent light lenses, install new laminate slot wall panels. Agreement Status: Completed, ready for signatures. Total expenditure: \$56,532/Grant amount: \$25,000.

- Neil Castren, The New York Company Restaurant, 1260 S. Palm Canyon Drive: Scope of work includes: new carpet in main dining room and lower dining room, glass partition in bar area, lighting fixtures, window treatment, paint all interior space, drop drape between bar and dining room, acoustical ceiling, sound system, pin lights, restaurant and bar equipment, upright freezer and kitchen grill. Agreement Status: Completed, ready for signatures. Total expenditure: \$61,002/Grant amount: \$25,000.
- Costa Nichols, Go Deli Market at 611 S. Palm Canyon Drive, Suite 22: Scope of work includes: gutting the old Revivals space and build out new market & deli, including floor covering, electrical wiring, partitions, ceiling, permanent displays, and painting all interior spaces. Work is completed and the store is now open. Agreement Status: Incomplete, waiting for itemization of project work and copies of permits issued. Total expenditure: \$200,000 (est.)/Grant amount: \$25,000.
- Mirsad Terzic, Miro's Restaurant at 1555 S. Palm Canyon Drive: Scope of work includes: new refrigeration and restaurant equipment, new permanent booths, painting, lighting, floor covering. Agreement Status: Incomplete, waiting for itemization of project work. Total expenditure: \$50,000 (est.)/Grant amount: \$25,000.
- Daniel Doiron, 78 Degrees at the D, 2249 N. Palm Canyon Drive: Scope of work includes: complete removal of flooring and install new flooring, new drywall, painting, tile, restaurant equipment and permanent seating (booth) areas. Agreement Status: Incomplete, waiting for itemization of project work and copies of permits issued. Total expenditure: \$57,148 (est.)/Grant amount: \$25,000.

The latter three agreements are presented as "Not to Exceed" the maximum amount, rather than a specific, verified amount shown in the first three agreements. If the amount of qualified expenditures is less than the maximum, the applicant would receive less than the maximum amount. They are included with the other in order for the Council to see the range and scope of the remodel activity under this part of the Special Focus Incentive Program.

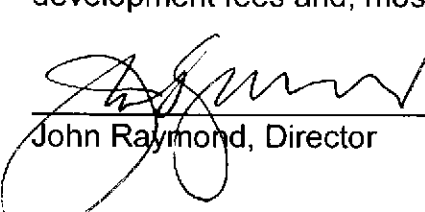
There are a number of larger applications that have been submitted under the Catalyst Vacancy Program, but the documentation and public noticing requirements for their approval requires that they be presented at the next City Council meeting.

The Special Focus Area Incentive Program represents a significant commitment by the


City as a way to encourage new business investment in the project area. To date, the investment committed by the Interior Remodel Grant Applicants totals \$569,800.00. The City's match grant contribution totals \$173,692.50.

FISCAL IMPACT:

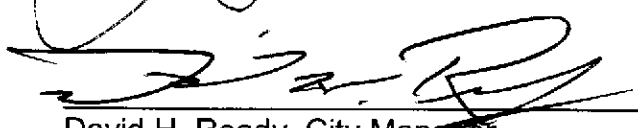
Funding for the program is established by Resolution 23433; no additional funding needed or being requested at this time. The return to the City is in additional property tax, development fees and, most importantly, additional sales tax in underperforming areas.



John Raymond, Director



Cathy Van Horn, Economic
Development Administrator



David H. Ready, City Manager

Attachments:

Program Application and Guidelines

Agreements:

Geoff McIntosh, Bernie's Lounge & Supper Club
Julie Montante, Dollar Plus
Neil Castren, The New York Company Restaurant
Costa Nichols, Go Deli Market
Mirsad Terzic, Miro's Restaurant
Daniel Doiron, 78 Degrees at the D



SPECIAL FOCUS AREA INCENTIVE PROGRAM

**COMMERCIAL- RETAIL
INTERIOR REMODEL GRANT PROGRAM
Application**

Application packet for the City of Palm Springs' Special Focus Area Incentive Program. The areas are generally north of the Downtown and Uptown Area and South of Ramon and along East Palm Canyon. Included are the Property Remodel Grant Program, the Façade Improvement Program, the Hotel Incentive Program and the Catalyst Vacancy Program Applications.

**Community & Economic Development Department
8/21/2013**



SPECIAL FOCUS AREA INCENTIVE PROGRAM

The program is a collection of several City incentives to create an incentive to redevelop vacant properties or spur stalled development projects in the area. It "layers" several different incentives to get to a threshold that provides the necessary assistance. A single incentive program would not be applicable to every potential project in the area. However, this application packet is for four types of investments that the City may consider:

- Commercial Façade Improvement Program
- Commercial – Retail Interior Remodel Program
- Major Need-Based Assistance for Renovating Major Vacancies as Catalyst Projects
- Major Need-Based Assistance for Assisting Stalled Vacant Land/Demo Projects
- Creative uses of the Hotel Incentive Program for small, dilapidated hotels
- Assistance with Public Works/Infrastructure Requests

The **Façade Improvement Program** is the smallest and simplest of the programs, with a match up to \$5,000 for exterior improvements.

Most interior renovations in the Program Area would be eligible for the **Commercial – Retail Interior Remodel Program**, with a match up to \$25,000 from the City for a similar investment by the owner.

The **Major Need-Based Catalyst Vacancy Program** requires that a building or single space be at least 8,000 s.f., have approved renovation plans, undergo a pro forma analysis by the City, and propose an expenditure of at least \$1,000,000 – excluding the acquisition of the property.

The **Stalled Vacant Land Program** requires that a development parcel be at least 5 acres, have an approved Planned Development District and/or Tentative Parcel Map, undergo a pro forma analysis by the City, and propose an expenditure of at least \$10,000,000 – excluding the acquisition of the property.

The **Hotel Incentive Program** is an incentive program for the operation and maintenance of hotel facilities which enhance the tourist and travel experience for visitors to the city of Palm Springs, maximize the use of the city's convention center, provide attractive and desirable visitor serving facilities and experiences, and assist the city in achieving its tourism goals. Most projects assisted under the program are "qualified renovation programs," meaning a property improvement program undertaken by an existing hotel which invests no less than \$15,000 per room in a single renovation project on the property.



COMMERCIAL– RETAIL INTERIOR REMODEL GRANT PROGRAM

The City of Palm Springs has established a Interior Remodel Grant Program designed to encourage the improvement and investment in retail properties that contribute to the revitalization of the City of Palm Springs. The Interior Remodel Grant Program features a match grant up to **\$25,000** to assist in the cost of interior improvements made by a property owner or tenant.

Eligible uses:

- Interior painting or wall covering
- Window treatments
- Flooring covering
- Lighting systems
- Ceiling tiles
- Display cases (permanent)
- Partition walls
- Interior electrical to dedicated space

Ineligible Uses:

Grant funds may not be used for improvements that are not permanent or mounted or affixed to the interior of a building. Ineligible uses include, but are not limited to:

- Exterior signs, vinyl letter signage (windows)
- Portable signs, such as sandwich board or A-frame signs, signs not mounted or attached to storefronts
- Flags or banners
- Benches and trash receptacles
- Tables, chairs, or umbrellas
- Equipment (not affixed to structure), merchandise, supplies or products
- Landscaping
- Patios

Eligible Applicants:

Property owners or tenants located in leased or owned commercial properties in the Incentive Zone areas: South Palm Canyon Drive (and Indian Canyon Drive) between Ramon Road and Sunrise Way; with the inclusion of East Sunny Dunes and Industrial Place up to Palo Fierro; and, North Palm Canyon Drive (and Indian Canyon Drive) between Via Lola/Tachevah and Tramway Road (along Palm Canyon) and Tramview Road (along Indian).



COMMERCIAL – RETAIL INTERIOR REMODEL GRANT PROGRAM

Grant Amounts:

The maximum City matching grant shall not exceed \$25,000. Example: if the applicant's interior improvement cost is \$50,000 the City Match Grant would be \$25,000. If the total improvement cost is \$10,000, the City Match Grant would be \$5,000.00.

Process:

Applications are available in the Department of Community & Economic Development and on the City's website. The application will ask for a narrative description of the project scope. The applicant will hire the contractor and is responsible for obtaining design approvals. The City shall provide some assistance in scoping the project and will reimburse the applicant for work performed, based on submittal of evidence of work performed and paid invoices.

Contact Information:

City of Palm Springs
Department of Community & Economic Development
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Phone: 760-323-8175

Fax: 760-322-8325

Email: cathy.vanhorn@palmspringsca.gov

Mailing Address: P.O. Box 2743, Palm Springs, CA 92263

**COMMERCIAL – RETAIL
INTERIOR REMODEL GRANT PROGRAM
APPLICATION ON NEXT THREE PAGES**



**COMMERCIAL – RETAIL
INTERIOR REMODEL GRANT PROGRAM**

APPLICATION FORM

APPLICANT INFORMATION

Business Name:	
Business Address:	
Applicant's Name:	
Address:	
Phone:	
Email:	

PROJECT DESCRIPTION

<p>Description of Requested Improvements:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Estimated Cost: _____</p> <p>Is this your estimated cost, or have you obtained a bid or estimate from an architect or contractor?</p> <p>___self ___contractor ___architect</p> <p>(Please provide a copy of estimate if available)</p>	<p>Please note that the maximum matching grant shall not exceed \$25,000. The grant increases on a dollar for dollar basis up to the \$25,000 cap. Example: if the applicant's interior improvement cost is \$50,000 the City will pay the match grant of \$25,000. If the total improvement cost is \$10,000 the applicant pays \$5,000 and the City will pay a match grant of \$5,000.</p> <p>Amount applying for: \$ _____</p>
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COMMERCIAL – RETAIL INTERIOR REMODEL GRANT PROGRAM

APPLICATION FORM
PAGE 2

PROPERTY INFORMATION

<i>FOR OWNER OCCUPANTS</i>	<i>FOR TENANT/LESSEES</i>
<p>I hereby certify that I am the owner of my business property. The property is vested (owned) under the following name:</p> <p>Property Owner Legal Name: _____</p> <p>Contact Information: _____ _____</p> <p>Assessors Parcel Number: _____</p>	<p>I am a lessee/renter of the space for which I am applying for a Interior Remodel Grant. The owner of the property is: _____</p> <p>Contact information for the property owner: _____ _____</p> <p>Remaining years on lease term: _____</p> <p>Assessors Parcel Number: _____</p>

PROGRAM BOUNDARIES

Businesses located in the following areas: South Palm Canyon Drive (and Indian Canyon Drive) between Ramon Road and Sunrise Way; and North Palm Canyon Drive (and Indian Canyon Drive) between Via Lola/Tachevah and Tramway Road (along Palm Canyon) and Tramview Road (along Indian).



COMMERCIAL – RETAIL INTERIOR REMODEL GRANT PROGRAM

APPLICATION CHECKLIST

All applicants must provide:

- Application (Completed and Signed by Applicant)
- If incorporated, evidence that applicant has authorization to apply for program
- Verification of Property Ownership, if owner (Title or Deed of Trust)
- Evidence of Tenant's Right to Make Improvements, if tenant or lessee (Signed)
- Description of Scope of Work
- Estimate or Bid, if available
- Copy of Valid Palm Springs Business License (Applicant)
- Copy of Valid Palm Springs Business License (Contractor hired to perform work)

No assistance may be provided for any contract awarded before the application is approved. Once the application is approved by the City, the applicant must provide the following:

- If applicable, evidence of required permit approvals from the City of Palm Springs
- If claiming cash match, provide verification of funds availability (loan agreement, canceled checks, etc.)

I hereby declare that the foregoing information is true and correct to the best of my knowledge. I authorize the City of Palm Springs to verify the information to determine my eligibility and to conduct an inspection of my property. I understand that as the applicant I will hire the contractor and am responsible for obtaining design approvals. I understand that the program provides that the City will reimburse the applicant for work performed, based on submittal of evidence of work performed and paid, and that the City will not pay contractors or vendors directly.

Applicant Signature

Date

Mail or deliver completed application with copies of required documents to:

City of Palm Springs
Department of Community & Economic Development
3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262

Fax 760-322-8325 or email to cathy.vanhorn@palmspringsca.gov
Mail to: P.O. Box 2743, Palm Springs, CA 92263
Any questions please call: 760-323-8175 or 760-323-8259



**CITY OF PALM SPRINGS
COMMERCIAL – RETAIL PROPERTY
PROPERTY REMODEL GRANT PROGRAM**

INTERIOR REMODEL GRANT AGREEMENT

THIS REMODEL GRANT AGREEMENT (the "Agreement") is made and entered into this 5th day of **November, 2013**, by and between the City of Palm Springs, ("City"), and **Geoff McIntosh, Restaurant PC East, LLC**, the ("Owner/Tenant"). Collectively the City and Owner/Tenant are referred to as the Parties.

RECITALS

- A. City has established a Property Remodel Grant Program for Owners and Tenants of commercial-retail businesses in the City of Palm Springs.
- B. Owner/Tenant is the owner or tenant of a real property/business (circle one) located within the eligible area at **292 E Palm Canyon Drive**, Palm Springs, ("Property"), otherwise known as **Bernie's Lounge and Supper Club** (building or business).
- C. Owner/Tenant has applied for a Grant in the amount of **\$25,000** to make interior improvements to the Property as described in Exhibit "B," Scope of Work.
- D. Owner/Tenant has received all necessary approvals from the City's Planning, Building or Engineering Departments, which are shown in Exhibit "C", Evidence of Approval.
- E. The City has reviewed the application, the evidence of financial participation by Owner/Tenant, the location of the Property, and the approvals, and has approved the Grant Application.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to grant to Owner/Tenant the amount of **\$25,000** and Owner/Tenant agrees to undertake the approved improvements, under the following terms and conditions:

AGREEMENT

1. **Property Ownership/Right to Undertake Work.** Owner/Tenant represents that it is the Owner/Tenant of the Property or holds Tenancy in the Property which entitles it to undertake interior physical improvements to the Property.
2. **Schedule.** The Parties agree that all interior improvements shall be completed within 90 days of the date of this Agreement.
3. **Contractor.** The Parties agree that Owner/Tenant has sole responsibility for choosing and hiring the contractor, which shall be shown in Exhibit "D", Contractor/Vendor Agreements, and the acceptance of the material used and the work performed is Owner/Tenant's responsibility, and the City is not a party to any agreement with the vendor or contractor and does not guarantee the quality of workmanship of the property improvements, nor have any liability whatsoever therefor. At all times hereunder, the Contractor shall have a valid City of Palm Springs Business License.
4. **Design Approval and Permits.** The Parties agree that Owner/Tenant has sole responsibility for obtaining design approval and evidence of required permit approvals from the City of Palm Springs as shown in Exhibit C, and ensuring the compliance with those permits.
5. **Grant Limitations.** The maximum City matching grant shall not exceed \$25,000. Example: if the applicant's interior improvement cost is \$50,000 the City Match Grant would be \$25,000. If the total improvement cost is \$10,000, the City Match Grant would be \$5,000.00.
6. **Evidence of Completion.** The Parties agree that the City will release the Grant funds upon the completion of the work by the Owner/Tenant or his contractor. Evidence of completion shall include but is not limited to: photographs of the finished work; a final inspection by a representative of the City of Palm Springs; and, a copy of the final invoice for the work completed and proof of payment to the contractor.
7. **Release of Liens.** The Parties Agree that the Owner/Tenant is responsible for obtaining the release of any Mechanics Liens or other liens placed upon Owner/Tenant's property by any contractor or subcontractor hired under this program.
8. **Maintenance.** Owner/Tenant agrees and covenants that, after the City issues its Certificate of Completion, Owner/Tenant shall be responsible for maintenance of all improvements that may exist at the Property from time to time, including without limitation buildings, parking lots, lighting, signs, and walls in first-class

condition and repair, and shall keep the Property free from any accumulation of debris or waste materials. Owner/Tenant shall also maintain all landscaping required pursuant to Property's approved landscaping plan, if any, in a healthy condition, including replacement of any dead or diseased plants with plants of a maturity similar to those being replaced. Owner/Tenant hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply.

MISCELLANEOUS PROVISIONS

- 9. **Covenant Against Discrimination.** Owner/Tenant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

- 10. **Notice.** Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City: City of Palm Springs
Economic Development Administrator
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Owner/Tenant: Geoff McIntosh
Restaurant PC East, LLC
292 E Palm Canyon Drive
Palm Springs, CA 92262

- 11. **Integrated Agreement.** This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

- 12. **Amendment.** This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

- 13. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared

invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

14. **Indemnification.** Owner/Tenant shall indemnify and hold harmless, the City of Palm Springs ("City") and the City, the City Council, the Agency Board of Directors, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever based and asserted upon any act or omission of the City for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with participation in the Program.

15. **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 so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement. Owner/Tenant certifies that the above statements are true and accurate to the best of Owner/Tenant's belief. Failure to meet any of the terms of this Agreement shall result in the forfeiture of any Grant funds from the City for this program.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"City"
City of Palm Springs

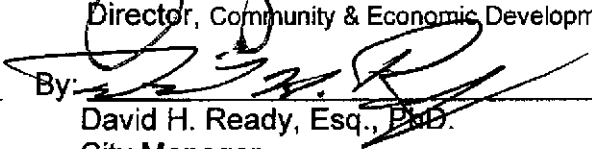
Date: 11/12/13

By: 
Community & Economic Development

Date: 11/14/13

By: 
Director, Community & Economic Development

Date: _____

By: 
David H. Ready, Esq., Ph.D.
City Manager

ATTEST:

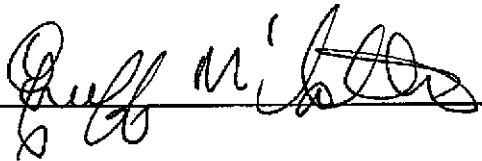
APPROVED AS TO FORM:

By: _____
James Thompson
City Clerk

By: 
Douglas C. Holland
City Attorney

"OWNER/TENANT"

Date: 11/12/13

By: 

Date: _____

EXHIBIT "A"
MAP

See Attached

Northern Section - Special Economic Development Focus Incentive

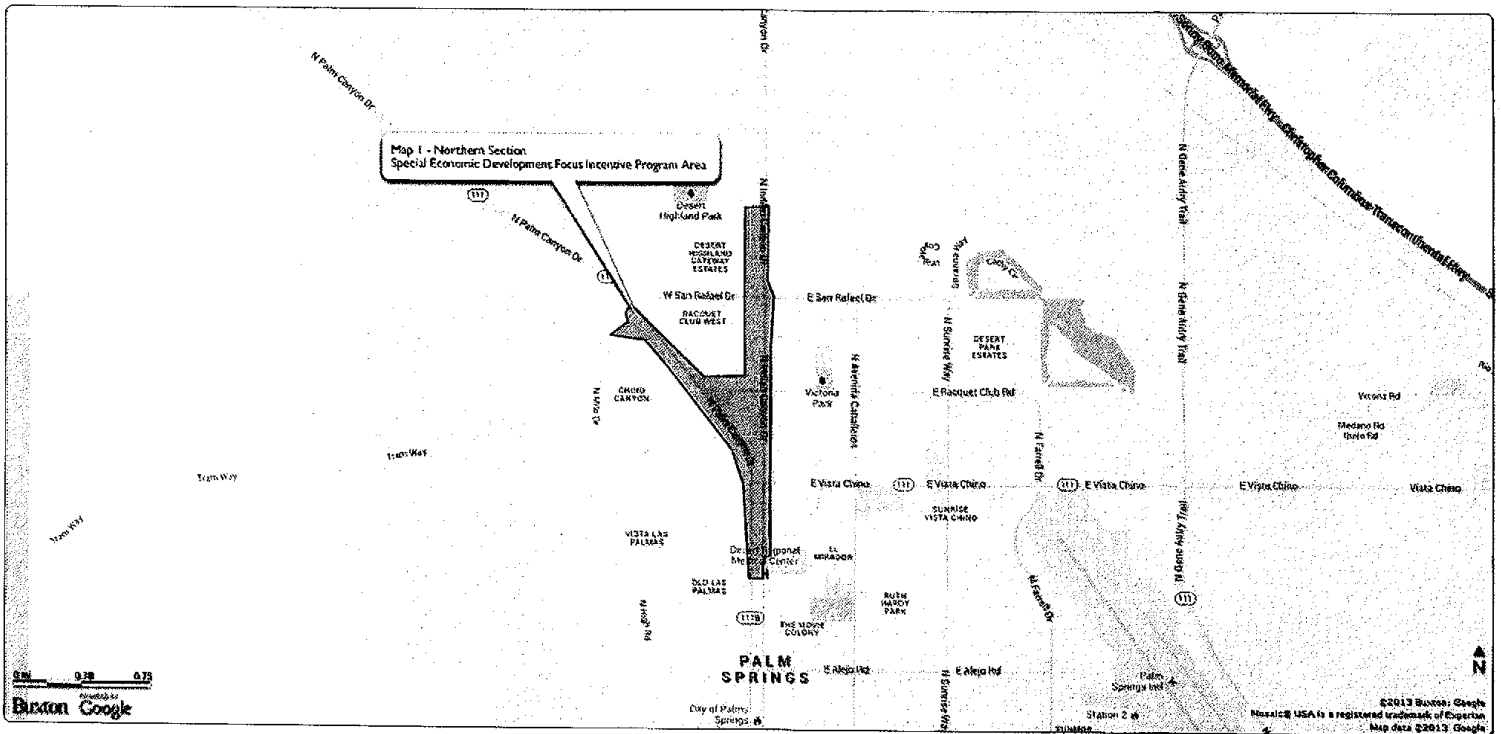


EXHIBIT "B"
SCOPE OF WORK

Removal of wallpaper, refinish walls, new ceiling tiles, new carpet, new installed fixtures, new light fixtures.

EXHIBIT "C"

EVIDENCE OF APPROVAL
(PLANNING, BUILDING, ENGINEERING DEPARTMENT)

Building permit required on all or a portion of the work described in Exhibit "B" Scope of Work. Yes No

If yes, Building Permit # _____

Community & Economic Development Eligibility Letter



City of Palm Springs

Community and Economic Development Department

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262
TEL: (760) 323-8259 • FAX (760) 322-8325 • TDD (760) 864-9527

Community Redevelopment Agency • Community Development Block Grant
Downtown Development • Economic Development • Housing • Public Art

October 30, 2013

Geoff McIntosh
244 Redondo Avenue
Long Beach, CA 90803

RE: Interior Remodel Grant Program – 292 E. Palm Canyon Drive

Dear Geoff:

The City of Palm Springs has received your application for an owner/tenant grant under the Interior Remodel Program. Based on your application you are eligible for a reimbursement grant in the amount of \$25,000.00 from the City following completion of the work.

The next step is for you to obtain all necessary permits and approvals from the City's Building Department. You may need to submit diagrams or floor plans showing the work proposed. It is recommended that you check with the building department at 760-323-8242 to determine what permits will be necessary to comply with the 2010 California Building Codes. Please show a copy of this letter to the planning or building staff when you apply for permits as evidence of your enrollment in the Interior Remodel Program. All fees must be paid at the time permits are issued.

Once you obtain a permit from the Building Department; have a signed contract with your contractor, you will enter into a Reimbursement Agreement with the City. To complete the Reimbursement Agreement, please provide copies of the contractor's proposal; a copy of their Contractors License and a copy of their City of Palm Springs Business License. When the Agreement is signed you will be notified via email, mail or phone. When you are notified that the Agreement has been fully executed you may authorize your contractor to do the work.

When the work is completed you will need to submit proof of payment to the City for reimbursement, as well as a signed job card showing all applicable inspections, including final building inspection. If you have any questions or require further assistance, please don't hesitate to contact me at 323-8175 or email Cathy.Vanhorn@palmsprings-ca.gov.

Sincerely,

Cathy Van Horn
Economic Development Administrator

P.S. Don't forget to take some digital before and after photos and email them to us!

EXHIBIT "D"
CONTRACTOR/VENDOR AGREEMENT

SEE NEXT PAGE

Restaurant PC East, LLC

Description of interior work for 292 E Palm Canyon Dr – Palm Springs CA 92264

Removal of two layers of wall paper (which have been painted over) throughout dining area. \$3000.00

Refinishing of plaster in the dining area. \$6000.00

Repainting the interior of the dining area. \$2200.00

Restoration of the missing permanently installed fixtures. \$24,000.00

Installation of new window coverings. \$4000.00

Removal of existing glue-down carpeting, preparation of the floor. \$1500.00

Installation of new carpeting throughout the dining area. \$6600.00

Installation of new cabinetry and refinishing of existing cabinetry in the dining area. \$7100.00

Replacement of lighting fixtures in the dining area. \$1200.00

Replacement of ceiling speakers in the dining area. \$1200.00

Replacement of existing ceiling tiles in the dining area. \$3200.00

Estimated cost of interior work to be \$60,000

3,000.00+
6,000.00+
2,200.00+
24,000.00+
4,000.00+
1,500.00+
6,600.00+
7,100.00+
1,200.00+
1,200.00+
3,200.00+
60,000.00*+

FoamBond Corporation
 255 N. El Cielo Ste. 140-656
 Palm Springs, CA 92264

Invoice No. 13-075

INVOICE

Customer			
Name	Rand Howell		
Address	292 E. Palm Canyon Dr.		
City	Palm Springs	State	CA ZIP 92262
Phone	(562) 857-2300		

Misc	
Date	10/25/13
Order No.	13-075
Rep	Alex Chuo
FOB	

Qty	Description	Unit Price	TOTAL
1	Tearoff (on A/C pit and on Building 2) / Spray over on rest of Building 1. Apply primer, polyurethane foam (minimum of 1"), base coat, top coat, & granules. Installation of 2" edge metal on Building 2.	\$11,424.70	\$ 11,424.70
1	Deposit		

SubTotal	\$ 11,424.70
Shipping	
Tax Rate(s)	
TOTAL	\$ 11,424.70

Payment	Other
	Total - Deposit = Subtotal: \$12,694.70
Comments	\$1270 = \$11,424.70
Name	
CC #	
Expires	

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Warranty: 5 years on materials and labor of installation date (10/24/13). The warranty is renewable at the end of the term. In the case of another roofing contractor besides Foambond Corporation performs any work on the roof at the noted address, the warranty is therefore void.

B & B CARPETS

1117 E. Artesia Blvd.
Long Beach, CA 90805

800-750-0228 800-573-1444
Fax- 562-428-9650

Invoice

DATE	INVOICE NO.
10/11/2013	57416

BILL TO
HMW INVESTMENTS Attn: Karen/Accounts Payable 244 REDONDO LONG BEACH CA 90803

SHIP TO
Bernies 292 E. Palm Canyon Drive Palm Springs

P.O. No.	TERMS	PROJECT
	Due on receipt	292 E. Palm C...

DESCRIPTION	QTY	AMOUNT
Furnish and install Philadelphia Jokers Wild Card over 32 oz commercial pad.	200	6,390.00
CA Crpt Stewardship Assessment	200	10.00
Trip Charge		200.00
<p>KAREN, PLEASE CALL OUR OFFICE WHEN CHECK IS READY - PREFER TO PICK IT UP INSTEAD OF SNAIL MAIL. THANK YOU! BOB & LINDA</p>		
THANK YOU FOR YOUR CONTINUED SUPPORT !!		Total 56,600.00



Addendum to Proposal #

Customer Name Jeff Macintosh Date 10-4-13 Work Order

Address 292 E. Palm Canyon

City Palm Springs State CA Zip 92264

Home Phone 562-243-4022 Cell Phone Email

We hereby propose to complete as specified the following:

Swamp Cooler #1 - Need to change cooler pad for all 3 sides
 need to change out \$250

Swamp cooler #2 - NOT working in very poor condition
 Need to replace \$2460

7 Ton A/C unit - A/C 2 stage unit washed coil needs filter
 Need to clean coil in very poor condition Need Air scrubber
 will have to acid wash coil need to add Freon
 \$1698

3 1/2 Ton A/C unit - Condenser fan motor leaking oil
 Seal Pad Contactor badly burnt, all dual caps
 leaking oil, need to add Freon and change out filters
 need to install start kit
 \$2315

Checked both units in cooler and big gear working
 check out ok no problems found

6 unit Total = \$474	dual pack unit found A/C low on Freon Condenser fan motor leaking + dual caps need to clean coil. Need to clean + needs T-Stat + filter \$2780
----------------------	---

Home Phone

562-243-4022

Cell Phone

Email

We hereby propose to complete as specified the following:

Swamp cooler #2 - Need to change cooler pad for all (3) sides
price to change out \$250⁰⁰

Swamp cooler #2 - NOT working in very poor condition
Need to replace \$2400

7 Ton A/C unit - A/C 2 stage unit washed coil needs filters need to clean coil in very poor condition Need Air scrubber will have to acid wash coil need to add green
\$1698

3/2 ton A/C unit - Condenser fan motor leaking oil real bad contacts badly burnt all dual caps leaking oil need to add green and change out filters. need to install start kit
\$2315

Checked both units in cooler and fig gear assembly
check out ok no problems found

10- unit total = \$474
Dual pack part found A/C low on
From condenser fan motor leaking
+ dual caps need to clean coil
price to clean + needs T-stat +
filter \$2180

price to install (3) new dual pack units from 3/2 ton
(1) 3 phase (1) single phase
\$2780

\$6123 + 2780 = 9503 - 474 = \$9029

For the sum of \$

9029

Acceptance:

[Signature]
CUSTOMER

Authorization:

[Signature]
COMPANY

Date:

10-4-13

Notice to Buyer: You the Buyer, may cancel this transaction at any time prior to the midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.



**CITY OF PALM SPRINGS
COMMERCIAL – RETAIL PROPERTY
PROPERTY REMODEL GRANT PROGRAM**

INTERIOR REMODEL GRANT AGREEMENT

THIS REMODEL GRANT AGREEMENT (the "Agreement") is made and entered into this 24 day of February, 2014, by and between the City of Palm Springs, ("City"), and Julie Montante the ("Owner/Tenant"). Collectively the City and Owner/Tenant are referred to as the Parties.

RECITALS

- A. City has established a Property Remodel Grant Program for Owners and Tenants of commercial-retail businesses in the City of Palm Springs.
- B. Owner/Tenant is the owner or tenant of a real property/business (circle one) located within the eligible area at **555 S. Palm Canyon Drive**, Palm Springs, ("Property"), otherwise known as **Dollar Plus** (building or business).
- C. Grant Limitations. The maximum City matching grant shall not exceed \$25,000. Example: if the applicant's interior improvement cost is \$50,000 the City Match Grant would be \$25,000. If the total improvement cost is \$10,000, the City Match Grant would be \$5,000.00
- D. Owner/Tenant has applied for a Grant in the amount of **\$25,000.00** to make interior improvements to the Property as described in Exhibit "B," Scope of Work.
- E. Owner/Tenant has received all necessary approvals from the City's Planning, Building or Engineering Departments, which are shown in Exhibit "C", Evidence of Approval. The estimated cost of the work proposed is **\$56,532.00**, as shown in Exhibit "D".
- F. The City has reviewed the application, the evidence of financial participation by Owner/Tenant, the location of the Property, and the approvals, and has approved the Grant Application.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to grant to Owner/Tenant the amount of **\$25,000.00** and Owner/Tenant agrees to undertake the approved improvements, under the following terms and conditions:

AGREEMENT

1. **Property Ownership/Right to Undertake Work.** Owner/Tenant represents that it is the Owner/Tenant of the Property or holds Tenancy in the Property which entitles it to undertake interior physical improvements to the Property.
2. **Schedule.** The Parties agree that all interior improvements shall be completed within **90** days of the date of this Agreement.
3. **Contractor.** The Parties agree that Owner/Tenant has sole responsibility for choosing and hiring the contractor, which shall be shown in Exhibit "D", Contractor/Vendor Agreements, and the acceptance of the material used and the work performed is Owner/Tenant's responsibility, and the City is not a party to any agreement with the vendor or contractor and does not guarantee the quality of workmanship of the property improvements, nor have any liability whatsoever therefor. At all times hereunder, the Contractor shall have a valid City of Palm Springs Business License.
4. **Design Approval and Permits.** The Parties agree that Owner/Tenant has sole responsibility for obtaining design approval and evidence of required permit approvals from the City of Palm Springs as shown in Exhibit C, and ensuring the compliance with those permits.
5. **Grant Limitations.** The maximum City matching grant shall not exceed **\$25,000**. The estimated cost of the work proposed is **\$56,532.00**, as shown in Exhibit "D".
6. **Evidence of Completion.** The Parties agree that the City will release the Grant funds upon the completion of the work by the Owner/Tenant or his contractor. Evidence of completion shall include but is not limited to: photographs of the finished work; a final inspection by a representative of the City of Palm Springs; and, a copy of the final invoice for the work completed and proof of payment to the contractor.
7. **Release of Liens.** The Parties Agree that the Owner/Tenant is responsible for obtaining the release of any Mechanics Liens or other liens placed upon Owner/Tenant's property by any contractor or subcontractor hired under this program.
8. **Maintenance.** Owner/Tenant agrees and covenants that, after the City issues its Certificate of Completion, Owner/Tenant shall be responsible for maintenance of all improvements that may exist at the Property from time to time, including without limitation buildings, parking lots, lighting, signs, and walls in first-class condition and repair, and shall keep the Property free from any accumulation of debris or waste materials. Owner/Tenant shall also maintain all landscaping required pursuant to Property's approved landscaping plan, if any, in a healthy

condition, including replacement of any dead or diseased plants with plants of a maturity similar to those being replaced. Owner/Tenant hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply.

MISCELLANEOUS PROVISIONS

9. **Covenant Against Discrimination.** Owner/Tenant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.
10. **Notice.** Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Palm Springs
Economic Development Administrator
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Owner/Tenant:

Julie Montante
Dollar Plus
555 S. Palm Canyon Drive
Palm Springs, CA 92262

11. **Integrated Agreement.** This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.
12. **Amendment.** This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
13. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

14. **Indemnification.** Owner/Tenant shall indemnify and hold harmless, the City of Palm Springs ("City") and the City, the City Council, the Agency Board of Directors, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever based and asserted upon any act or omission of the City for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with participation in the Program.
15. **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 so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement. Owner/Tenant certifies that the above statements are true and accurate to the best of Owner/Tenant's belief. Failure to meet any of the terms of this Agreement shall result in the forfeiture of any Grant funds from the City for this program.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"City"
City of Palm Springs

Date: 2-25-14

By: 
Community & Economic Development

Date: _____

By: 
Director, Community & Economic Development


Date: _____

By: _____
David H. Ready, Esq., PhD.
City Manager

ATTEST:

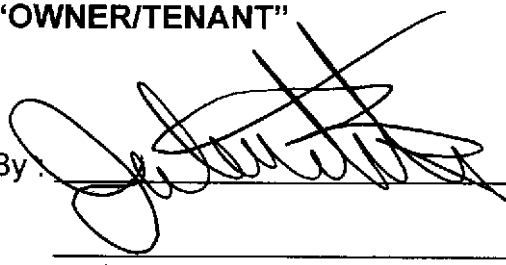
APPROVED AS TO FORM:

By: _____
James Thompson
City Clerk

By: 
Douglas C. Holland
City Attorney

"OWNER/TENANT"

Date: 2-24-14

By: 

()

EXHIBIT "A"
MAP

See Attached

Map 2 - Southern Focus Area

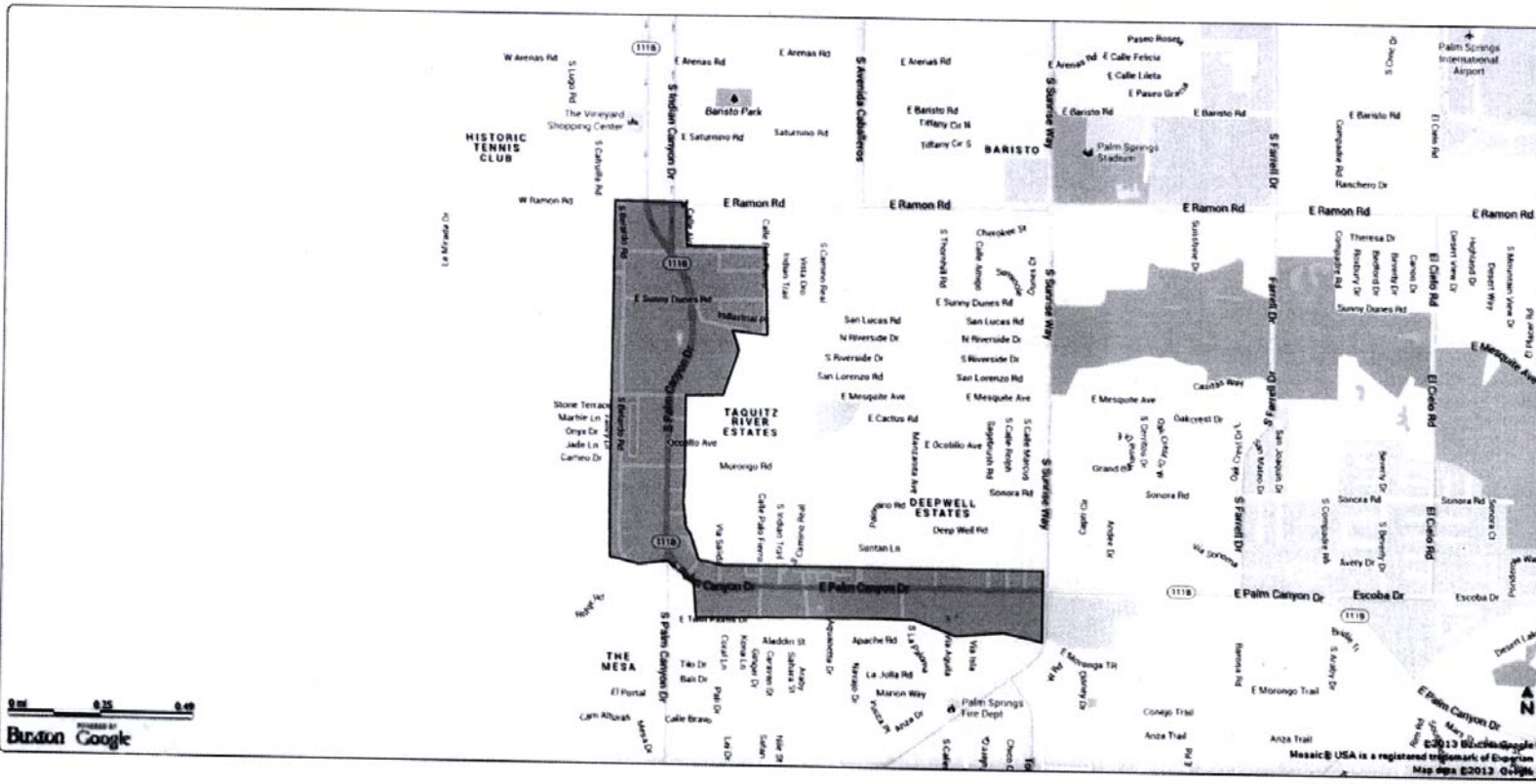


EXHIBIT "B"
SCOPE OF WORK

Remove existing floor finish
Apply a new epoxy floor finish
Paint all interior walls
Repair and/or replace reflective ceilings tiles
Replace all fluorescent fixture light lenses
Construct approximately 200 lin. Ft. of display walls.
Install new electrical outlets in the display walls
Apply film on the storefront windows

EXHIBIT "C"
EVIDENCE OF APPROVAL
(PLANNING, BUILDING, ENGINEERING DEPARTMENT)

Building permit required on all or a portion of the work described in Exhibit "B" Scope of Work. Yes No

If yes, Building Permit # _____

Community & Economic Development Eligibility Letter



February 3, 2014

City of Palm Springs

Community and Economic Development Department

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262
TEL: (760) 323-8259 • FAX (760) 322-8325 • TDD (760) 864-9527

Community Redevelopment Agency • Community Development Block Grant
Downtown Development • Economic Development • Housing • Public Art

Julie Montante
Dollar Plus
555 S. Palm Canyon Drive
Palm Springs, CA

RE: Interior Remodel Grant Program
555 S. Palm Canyon Drive

Dear Julie:

The City of Palm Springs has received your application for an owner/tenant grant under the Interior Remodel Program. Based on your application you are eligible for a reimbursement grant up to \$25,000.00 from the City following completion of the work. The exact reimbursement grant amount will be defined in the Agreement once all the supporting documents are received.

The next step is for you to obtain all necessary permits and approvals from the City's Building Department. You may need to submit diagrams or floor plans showing the work proposed. It is recommended that you check with the building department at 760-323-8242 to determine what permits will be necessary to comply with the 2013 California Building Codes. Please show a copy of this letter to the planning or building staff when you apply for permits as evidence of your enrollment in the Interior Remodel Program. All fees must be paid at the time permits are issued.

Once you obtain a permit from the Building Department; have a signed contract with your contractor, you will enter into a Reimbursement Agreement with the City. To complete the Reimbursement Agreement, please provide copies of the contractor's proposal; a copy of their Contractors License and a copy of their City of Palm Springs Business License. When the Agreement is signed you will be notified via email, mail or phone. When you are notified that the Agreement has been fully executed you may authorize your contractor to do the work.

When the work is completed you will need to submit proof of payment to the City for reimbursement, as well as a signed job card showing all applicable inspections, including final building inspection. If you have any questions or require further assistance, please don't hesitate to contact me at 323-8175 or email Cathy.Vanhorn@palmsprings-ca.gov.

Sincerely,

Cathy VanHorn
Economic Development Administrator

P.S. Don't forget to take some digital before and after photos and email them to us!

EXHIBIT "D"
CONTRACTOR/VENDOR AGREEMENT

SEE NEXT PAGE

NYPD Contractors

**80-521 Veranda Lane
Indio, Ca. 92201
(760) 296-0990 (760) 969-9411
Fax (760) 327-2387
License # C36 & B 610554**

January 15, 2014

**Dollar Plus
555 S. Palm Canyon Dr., #111
Palm Springs, Ca. 92264
Attn: Julie Montante**

Re: Misc. interior remodel

Dear Ms. Montante,

As requested, we herewith submit our proposal to do the work as discussed and as described below.

- **Remove existing floor finish**
- **Apply a new epoxy floor finish (color to be selected by the owner)**
- **Paint all interior walls**
- **Repair and/or replace reflective ceiling tiles. We have estimated approximately 20% of the area needs repair of some sort.**
- **Replace all fluorescent fixture light lenses**
- **Construct approximately 200 lin. ft. of display walls. The walls shall not extend to the ceiling.**
- **Install new electrical outlets in the display walls**
- **Apply film on the storefront windows**

All of the above work shall be done in a substantial and workmanlike manner according to standard practices for the sum of Fifty Six Thousand Five Hundred Thirty Two Dollars (\$ 56,532.00).

We hope the above meets with your approval and we are looking forward to working with you on this project.

Very truly yours,

Joel M. Brown

DOLLAR PLUS			
555 S. PALM CANYON DRIVE			
SPACE #111			
PALM SPRINGS, CA. 92264			
INTERIOR WORK			
Remove existing floor finish	5400 s.f	\$ 1.00	\$ 5,400.00
Apply new epoxy floor finish	5400 s.f.	\$ 2.00	\$ 10,800.00
Paint all interior walls	3800 s.f.	\$ 0.80	\$ 3,040.00
Repair and / or replace reflective ceiling tiles (20%)			
Purchase materials	1080 s.f.	\$ 5.00	\$ 5,400.00
Labor to remove and install new	1080 s.f.	\$ 3.75	\$ 4,050.00
Replace fluorescent light lenses	54 ea.	\$ 66.00	\$ 3,564.00
Construct 200 lin.ft. of display walls (not to ceiling)	200 lin.ft.	\$ 40.00	\$ 8,000.00
Install new electrical outlets in display walls	40 ea.	\$ 80.00	\$ 3,200.00
Apply ultraviolet film on storefront windows			\$ 5,280.00
SUBTOTAL			\$ 48,734.00
CONTRACTOR OVERHEAD @ 8%			\$ 3,899.00
CONTRACTOR PROFIT @ 8%			\$ 3,899.00
TOTAL			\$ 56,532.00



**CITY OF PALM SPRINGS
COMMERCIAL – RETAIL PROPERTY
PROPERTY REMODEL GRANT PROGRAM**

INTERIOR REMODEL GRANT AGREEMENT

THIS REMODEL GRANT AGREEMENT (the "Agreement") is made and entered into this 24 day of February, 2014, by and between the City of Palm Springs, ("City"), and **Neil Castren** the ("Owner/Tenant"). Collectively the City and Owner/Tenant are referred to as the Parties.

RECITALS

- A. City has established a Property Remodel Grant Program for Owners and Tenants of commercial-retail businesses in the City of Palm Springs.
- B. Owner/Tenant is the owner or tenant of a real property/business (circle one) located within the eligible area at **1260 S. Palm Canyon Drive**, Palm Springs, ("Property"), otherwise known as **The New York Company Restaurant** (building or business).
- C. Grant Limitations. The maximum City matching grant shall not exceed \$25,000. Example: if the applicant's interior improvement cost is \$50,000 the City Match Grant would be \$25,000. If the total improvement cost is \$10,000, the City Match Grant would be \$5,000.00
- D. Owner/Tenant has applied for a Grant in the amount of **\$25,000** to make interior improvements to the Property as described in Exhibit "B," Scope of Work.
- E. Owner/Tenant has received all necessary approvals from the City's Planning, Building or Engineering Departments, which are shown in Exhibit "C", Evidence of Approval. The estimated cost of the work proposed is **\$61,002.00**, as shown in Exhibit "D".
- F. The City has reviewed the application, the evidence of financial participation by Owner/Tenant, the location of the Property, and the approvals, and has approved the Grant Application.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to grant to Owner/Tenant the amount of **\$25,000.00** and Owner/Tenant agrees to undertake the approved improvements, under the following terms and conditions:

AGREEMENT

1. **Property Ownership/Right to Undertake Work.** Owner/Tenant represents that it is the Owner/Tenant of the Property or holds Tenancy in the Property which entitles it to undertake interior physical improvements to the Property.
2. **Schedule.** The Parties agree that all interior improvements shall be completed within **90** days of the date of this Agreement.
3. **Contractor.** The Parties agree that Owner/Tenant has sole responsibility for choosing and hiring the contractor, which shall be shown in Exhibit "D", Contractor/Vendor Agreements, and the acceptance of the material used and the work performed is Owner/Tenant's responsibility, and the City is not a party to any agreement with the vendor or contractor and does not guarantee the quality of workmanship of the property improvements, nor have any liability whatsoever therefor. At all times hereunder, the Contractor shall have a valid City of Palm Springs Business License.
4. **Design Approval and Permits.** The Parties agree that Owner/Tenant has sole responsibility for obtaining design approval and evidence of required permit approvals from the City of Palm Springs as shown in Exhibit C, and ensuring the compliance with those permits.
5. **Grant Limitations.** The maximum City matching grant shall not exceed **\$25,000.00**. The estimated cost of the work proposed is **\$61,002.00**, as shown in Exhibit "D".
6. **Evidence of Completion.** The Parties agree that the City will release the Grant funds upon the completion of the work by the Owner/Tenant or his contractor. Evidence of completion shall include but is not limited to: photographs of the finished work; a final inspection by a representative of the City of Palm Springs; and, a copy of the final invoice for the work completed and proof of payment to the contractor.
7. **Release of Liens.** The Parties Agree that the Owner/Tenant is responsible for obtaining the release of any Mechanics Liens or other liens placed upon Owner/Tenant's property by any contractor or subcontractor hired under this program.
8. **Maintenance.** Owner/Tenant agrees and covenants that, after the City issues its Certificate of Completion, Owner/Tenant shall be responsible for maintenance of all improvements that may exist at the Property from time to time, including without limitation buildings, parking lots, lighting, signs, and walls in first-class condition and repair, and shall keep the Property free from any accumulation of debris or waste materials. Owner/Tenant shall also maintain all landscaping

required pursuant to Property's approved landscaping plan, if any, in a healthy condition, including replacement of any dead or diseased plants with plants of a maturity similar to those being replaced. Owner/Tenant hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply.

MISCELLANEOUS PROVISIONS

9. **Covenant Against Discrimination.** Owner/Tenant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. **Notice.** Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:	City of Palm Springs Economic Development Administrator 3200 E. Tahquitz Canyon Way Palm Springs, California 92262
 To Owner/Tenant:	 Neil R. Castren The New York Company Restaurant 1260 S. Palm Canyon Drive Palm Springs, CA 92262

11. **Integrated Agreement.** This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

12. **Amendment.** This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

13. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the

remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

14. **Indemnification.** Owner/Tenant shall indemnify and hold harmless, the City of Palm Springs ("City") and the City, the City Council, the Agency Board of Directors, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever based and asserted upon any act or omission of the City for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with participation in the Program.
15. **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 so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement. Owner/Tenant certifies that the above statements are true and accurate to the best of Owner/Tenant's belief. Failure to meet any of the terms of this Agreement shall result in the forfeiture of any Grant funds from the City for this program.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"City"
City of Palm Springs

Date: 2-25-14

By: 
Community & Economic Development

Date: 2-25-14

By: 
Director, Community & Economic Development

Date: _____

By: _____
David H. Ready, Esq., PhD.
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
James Thompson
City Clerk

By: 
Douglas C. Holland
City Attorney

"OWNER/TENANT"

Date: Feb 24, 2014

By: 

Date: _____

()

EXHIBIT "A"
MAP

See Attached

EXHIBIT "B"
SCOPE OF WORK

Replace carpeting
Install glass partition in bar area
Lighting fixtures
Window tinting
Interior Painting
Security Alarm System
Drop Drape between bar and dining room
Sound System
Acoustical ceiling
Pin lights over dining tables
Restaurant & bar equipment

EXHIBIT "C"
EVIDENCE OF APPROVAL
(PLANNING, BUILDING, ENGINEERING DEPARTMENT)

Building permit required on all or a portion of the work described in Exhibit "B" Scope of Work. Yes ___ No X

If yes, Building Permit # _____

Community & Economic Development Eligibility Letter



City of Palm Springs

Community and Economic Development Department

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262
TEL: (760) 323-8259 • FAX (760) 322-8325 • TDD (760) 864-9527

Community Redevelopment Agency • Community Development Block Grant
Downtown Development • Economic Development • Housing • Public Art

December 27, 2013

Neil R. Castren
The New York Company Restaurant
1260 S. Palm Canyon Drive
Palm Springs, CA

RE: Interior Remodel Grant Program – 1260 S. Palm Canyon Drive

Dear Neil:

The City of Palm Springs has received your application for an owner/tenant grant under the Interior Remodel Program. Based on your application you are eligible for a reimbursement grant up to \$25,000.00 from the City following completion of the work. The exact reimbursement grant amount will be defined in the Agreement once all the supporting documents are received.

The next step is for you to obtain all necessary permits and approvals from the City's Building Department. You may need to submit diagrams or floor plans showing the work proposed. It is recommended that you check with the building department at 760-323-8242 to determine what permits will be necessary to comply with the 2013 California Building Codes. Please show a copy of this letter to the planning or building staff when you apply for permits as evidence of your enrollment in the Interior Remodel Program. All fees must be paid at the time permits are issued.

Once you obtain a permit from the Building Department; have a signed contract with your contractor, you will enter into a Reimbursement Agreement with the City. To complete the Reimbursement Agreement, please provide copies of the contractor's proposal; a copy of their Contractors License and a copy of their City of Palm Springs Business License. When the Agreement is signed you will be notified via email, mail or phone. When you are notified that the Agreement has been fully executed you may authorize your contractor to do the work.

When the work is completed you will need to submit proof of payment to the City for reimbursement, as well as a signed job card showing all applicable inspections, including final building inspection. If you have any questions or require further assistance, please don't hesitate to contact me at 323-8175 or email Cathy.Vanhorn@palmsprings-ca.gov.

Sincerely,

Cathy VanHorn
Economic Development Administrator

P.S. Don't forget to take some digital before and after photos and email them to us!

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EXHIBIT "D"
CONTRACTOR/VENDOR AGREEMENT

SEE NEXT PAGE

THE NEW YORK COMPANY, INC.
1260 South Palm Canyon Drive
Palm Springs, CA 92264

January 13, 2014

Ms. Cathy Van Horn
 Economic Development Administrator
 City of Palm Springs
 3200 E. Tahquitz Canyon Way
 Palm Springs, CA 92262

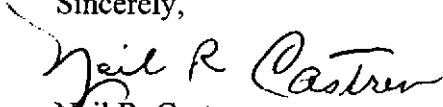
Dear Ms. Van Horn:

The following projects relate to the application previously submitted under the Interior Remodel Program at The New York Company Resta

		3,299.00+
		1,600.00+
		720.00+
		1,500.00+
		1,550.00+
		1,500.00+
		533.00+
		1,800.00+
		3,500.00+
		2,500.00+
		5,000.00+
		33,000.00+
		2,500.00+
		2,000.00+
		61,002.00*+
		61,002.00-
-Carpeting of Main Dining Room	\$3,299.00	3,299.00+
-Carpeting of Lower Dining Room	\$1,600.00	1,600.00+
-Glass Partition in Bar Area	\$ 720.00	720.00+
-Lighting Fixtures	\$1,500.00	1,500.00+
-Window Tinting	\$1,550.00	1,550.00+
-Painting of Restaurant Interior	\$1,500.00	1,500.00+
-Security Alarm System	\$ 533.00	533.00+
-Drop Drape Between Bar and Dining Room	\$1,800.00	1,800.00+
-Sound System	\$3,500.00	3,500.00+
-Acoustical Ceiling	\$2,500.00	2,500.00+
-Pin Lights Over Dining Room Tables	\$5,000.00	5,000.00+
-Dining Tables	\$1,000.00	33,000.00+
-Dining Chairs	\$2,188.00	2,500.00+
-Patio Heaters	\$ 425.00	2,000.00+
-Table Umbrellas	\$1,800.00	0.00*+
-Purchase of Restaurant & Bar Equipment	\$33,000.00	
-Upright Freezer	\$2,500.00	
-Kitchen Grill	\$2,000.00	

Please let me know if I can provide you with any additional information with respect to this application.

Sincerely,


 Neil R. Castren
 Owner



CITY OF PALM SPRINGS COMMERCIAL – RETAIL PROPERTY PROPERTY REMODEL GRANT PROGRAM

INTERIOR REMODEL GRANT AGREEMENT

THIS REMODEL GRANT AGREEMENT (the "Agreement") is made and entered into this 10 day of March, 2014, by and between the City of Palm Springs, ("City"), and Costa Nichols the ("Owner/Tenant"). Collectively the City and Owner/Tenant are referred to as the Parties.

RECITALS

- A. City has established a Property Remodel Grant Program for Owners and Tenants of commercial-retail businesses in the City of Palm Springs.
- B. Owner/Tenant is the owner or tenant of a real property/business (circle one) located within the eligible area at **611 S. Palm Canyon Drive, Suite 22**, Palm Springs, ("Property"), otherwise known as **Go Deli Market** (building or business).
- C. Grant Limitations. The maximum City matching grant shall not exceed \$25,000. Example: if the applicant's interior improvement cost is \$50,000 the City Match Grant would be \$25,000. If the total improvement cost is \$10,000, the City Match Grant would be \$5,000.00
- D. Owner/Tenant has applied for a Grant in the amount of **\$25,000** to make interior improvements to the Property as described in Exhibit "B," Scope of Work.
- E. Owner/Tenant has received all necessary approvals from the City's Planning, Building or Engineering Departments, which are shown in Exhibit "C", Evidence of Approval. The estimated cost of the work proposed is **\$200,000** as shown in Exhibit "D".
- F. The City has reviewed the application, the evidence of financial participation by Owner/Tenant, the location of the Property, and the approvals, and has approved the Grant Application.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to grant to Owner/Tenant the amount of **\$25,000** and Owner/Tenant agrees to undertake the approved improvements, under the following terms and conditions:

AGREEMENT

1. **Property Ownership/Right to Undertake Work.** Owner/Tenant represents that it is the Owner/Tenant of the Property or holds Tenancy in the Property which entitles it to undertake interior physical improvements to the Property.
2. **Schedule.** The Parties agree that all interior improvements shall be completed within **90** days of the date of this Agreement.
3. **Contractor.** The Parties agree that Owner/Tenant has sole responsibility for choosing and hiring the contractor, which shall be shown in Exhibit "D", Contractor/Vendor Agreements, and the acceptance of the material used and the work performed is Owner/Tenant's responsibility, and the City is not a party to any agreement with the vendor or contractor and does not guarantee the quality of workmanship of the property improvements, nor have any liability whatsoever therefor. At all times hereunder, the Contractor shall have a valid City of Palm Springs Business License.
4. **Design Approval and Permits.** The Parties agree that Owner/Tenant has sole responsibility for obtaining design approval and evidence of required permit approvals from the City of Palm Springs as shown in Exhibit C, and ensuring the compliance with those permits.
5. **Grant Limitations.** The maximum City matching grant shall not exceed **\$25,000**. The estimated cost of the work proposed is **\$200,000** as shown in Exhibit "D".
6. **Evidence of Completion.** The Parties agree that the City will release the Grant funds upon the completion of the work by the Owner/Tenant or his contractor. Evidence of completion shall include but is not limited to: photographs of the finished work; a final inspection by a representative of the City of Palm Springs; and, a copy of the final invoice for the work completed and proof of payment to the contractor.
7. **Release of Liens.** The Parties Agree that the Owner/Tenant is responsible for obtaining the release of any Mechanics Liens or other liens placed upon Owner/Tenant's property by any contractor or subcontractor hired under this program.
8. **Maintenance.** Owner/Tenant agrees and covenants that, after the City issues its Certificate of Completion, Owner/Tenant shall be responsible for maintenance of all improvements that may exist at the Property from time to time, including without limitation buildings, parking lots, lighting, signs, and walls in first-class condition and repair, and shall keep the Property free from any accumulation of debris or waste materials. Owner/Tenant shall also maintain all landscaping

required pursuant to Property's approved landscaping plan, if any, in a healthy condition, including replacement of any dead or diseased plants with plants of a maturity similar to those being replaced. Owner/Tenant hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply.

MISCELLANEOUS PROVISIONS

- 9. **Covenant Against Discrimination.** Owner/Tenant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

- 10. **Notice.** Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City: City of Palm Springs
Economic Development Administrator
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Owner/Tenant: Costa Nichols
28850 Avenida Duquesa
Cathedral City, CA 92262

- 11. **Integrated Agreement.** This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

- 12. **Amendment.** This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

- 13. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

14. **Indemnification.** Owner/Tenant shall indemnify and hold harmless, the City of Palm Springs ("City") and the City, the City Council, the Agency Board of Directors, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever based and asserted upon any act or omission of the City for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with participation in the Program.
15. **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 so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement. Owner/Tenant certifies that the above statements are true and accurate to the best of Owner/Tenant's belief. Failure to meet any of the terms of this Agreement shall result in the forfeiture of any Grant funds from the City for this program.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"City"
City of Palm Springs

Date: _____

By: _____
Community & Economic Development

Date: _____

By: _____
Director, Community & Economic Development

Date: _____

By: _____
David H. Ready, Esq., PhD.
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
James Thompson
City Clerk

By: _____
Douglas C. Holland
City Attorney

"OWNER/TENANT"

Date: _____

By : _____

Date: _____

(_____)

EXHIBIT "A"
MAP

See Attached

Map 2 - Southern Focus Area

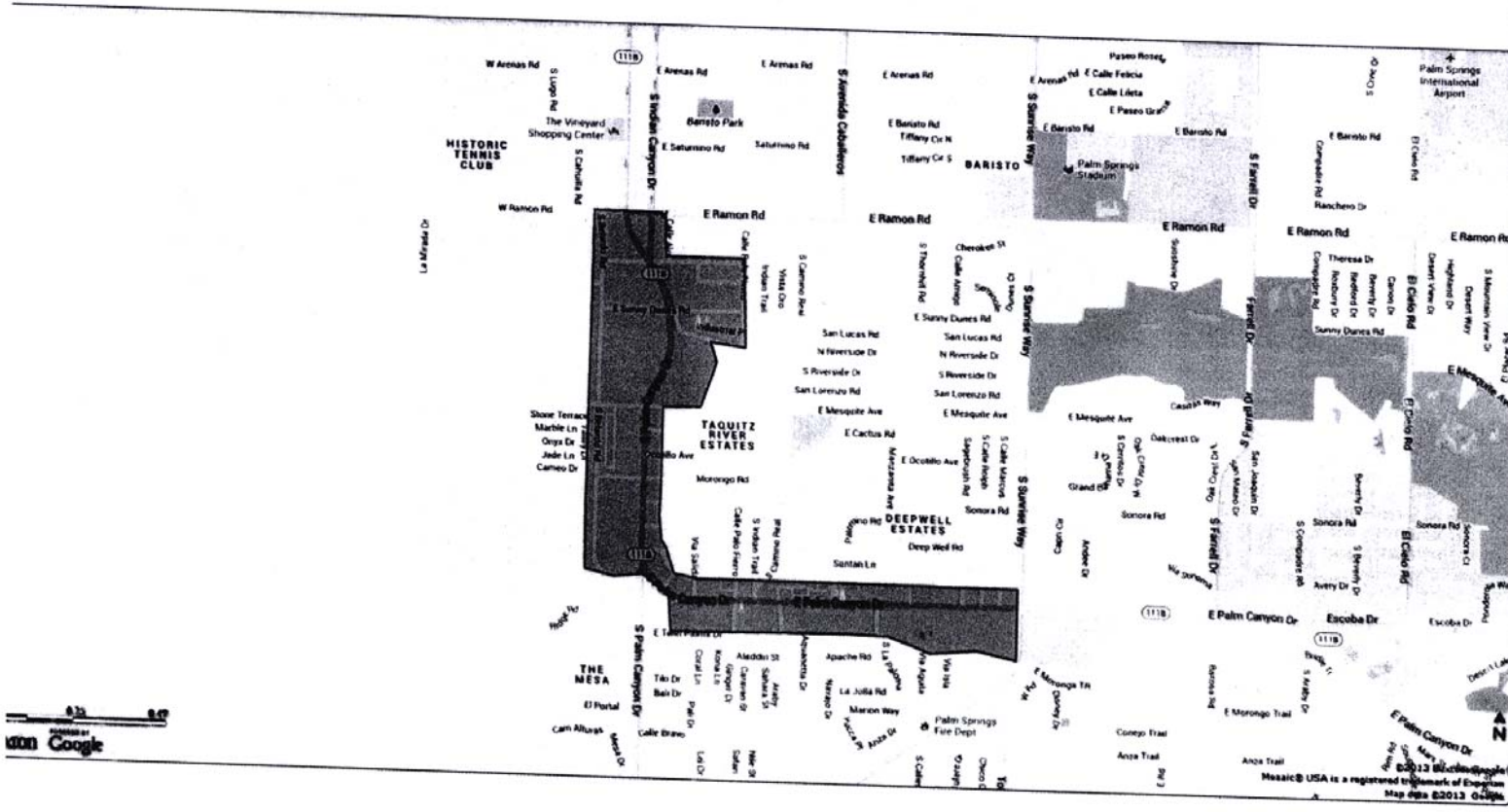


EXHIBIT "B"
SCOPE OF WORK

Demo entire space and build out new market & deli, including electrical wiring, flooring, partition walls, paint, ceiling and permanent displays.

EXHIBIT "C"
EVIDENCE OF APPROVAL
(PLANNING, BUILDING, ENGINEERING DEPARTMENT)

Building permit required on all or a portion of the work described in Exhibit "B" Scope of Work. Yes No

If yes, Building Permit # _____

Community & Economic Development Eligibility Letter



City of Palm Springs

Community and Economic Development Department

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262
TEL: (760) 323-8259 • FAX (760) 322-8325 • TDD (760) 864-9527

Community Redevelopment Agency • Community Development Block Grant
Downtown Development • Economic Development • Housing • Public Art

December 10, 2013

Costa Nichols
611 S. Palm Canyon Drive
28850 Avenida Duquesa
Cathedral City, CA 92234

RE: Interior Remodel Grant Program – 611 S. Palm Canyon Drive

Dear Costa:

The City of Palm Springs has received your application for an owner/tenant grant under the Interior Remodel Program. Based on your application you are eligible for a reimbursement grant in the amount of \$25,000.00 from the City following completion of the work.

The next step is for you to obtain all necessary permits and approvals from the City's Building Department. You may need to submit diagrams or floor plans showing the work proposed. It is recommended that you check with the building department at 760-323-8242 to determine what permits will be necessary to comply with the 2013 California Building Codes. Please show a copy of this letter to the planning or building staff when you apply for permits as evidence of your enrollment in the Interior Remodel Program. All fees must be paid at the time permits are issued.

Once you obtain a permit from the Building Department; have a signed contract with your contractor, you will enter into a Reimbursement Agreement with the City. To complete the Reimbursement Agreement, please provide copies of the contractor's proposal; a copy of their Contractors License and a copy of their City of Palm Springs Business License. When the Agreement is signed you will be notified via email, mail or phone. When you are notified that the Agreement has been fully executed you may authorize your contractor to do the work.

When the work is completed you will need to submit proof of payment to the City for reimbursement, as well as a signed job card showing all applicable inspections, including final building inspection. If you have any questions or require further assistance, please don't hesitate to contact me at 323-8175 or email Cathy.Vanhorn@palmsprings-ca.gov.

Sincerely,

Cathy Van Horn
Economic Development Administrator

EXHIBIT "D"
CONTRACTOR/VENDOR AGREEMENT

SEE NEXT PAGE



CITY OF PALM SPRINGS COMMERCIAL – RETAIL PROPERTY PROPERTY REMODEL GRANT PROGRAM

INTERIOR REMODEL GRANT AGREEMENT

THIS REMODEL GRANT AGREEMENT (the "Agreement") is made and entered into this 11th day of March, 2014, by and between the City of Palm Springs, ("City"), and Mirsad Terzic the ("Owner/Tenant"). Collectively the City and Owner/Tenant are referred to as the Parties.

RECITALS

- A. City has established a Property Remodel Grant Program for Owners and Tenants of commercial-retail businesses in the City of Palm Springs.
- B. Owner/Tenant is the owner or tenant of a real property/business (circle one) located within the eligible area at **1555 S. Palm Canyon Drive, Suite H-101**, Palm Springs, ("Property"), otherwise known as **Miro's** (building or business).
- C. Grant Limitations. The maximum City matching grant shall not exceed \$25,000. Example: if the applicant's interior improvement cost is \$50,000 the City Match Grant would be \$25,000. If the total improvement cost is \$10,000, the City Match Grant would be \$5,000.00
- D. Owner/Tenant has applied for a Grant in the amount of **\$25,000.00** to make interior improvements to the Property as described in Exhibit "B," Scope of Work.
- E. Owner/Tenant has received all necessary approvals from the City's Planning, Building or Engineering Departments, which are shown in Exhibit "C", Evidence of Approval. The estimated cost of the work proposed is **\$50,000.00**, as shown in Exhibit "D".
- F. The City has reviewed the application, the evidence of financial participation by Owner/Tenant, the location of the Property, and the approvals, and has approved the Grant Application.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to grant to Owner/Tenant the amount of **\$25,000.00** and Owner/Tenant agrees to undertake the approved improvements, under the following terms and conditions:

1. **Property Ownership/Right to Undertake Work.** Owner/Tenant represents that it is the Owner/Tenant of the Property or holds Tenancy in the Property which entitles it to undertake interior physical improvements to the Property.
2. **Schedule.** The Parties agree that all interior improvements shall be completed within **90** days of the date of this Agreement.
3. **Contractor.** The Parties agree that Owner/Tenant has sole responsibility for choosing and hiring the contractor, which shall be shown in Exhibit "D", Contractor/Vendor Agreements, and the acceptance of the material used and the work performed is Owner/Tenant's responsibility, and the City is not a party to any agreement with the vendor or contractor and does not guarantee the quality of workmanship of the property improvements, nor have any liability whatsoever therefor. At all times hereunder, the Contractor shall have a valid City of Palm Springs Business License.
4. **Design Approval and Permits.** The Parties agree that Owner/Tenant has sole responsibility for obtaining design approval and evidence of required permit approvals from the City of Palm Springs as shown in Exhibit C, and ensuring the compliance with those permits.
5. **Grant Limitations.** The maximum City matching grant shall not exceed **\$25,000.00**. The estimated cost of the work proposed is **\$50,000.00**, as shown in Exhibit "D".
6. **Evidence of Completion.** The Parties agree that the City will release the Grant funds upon the completion of the work by the Owner/Tenant or his contractor. Evidence of completion shall include but is not limited to: photographs of the finished work; a final inspection by a representative of the City of Palm Springs; and, a copy of the final invoice for the work completed and proof of payment to the contractor.
7. **Release of Liens.** The Parties Agree that the Owner/Tenant is responsible for obtaining the release of any Mechanics Liens or other liens placed upon Owner/Tenant's property by any contractor or subcontractor hired under this program.
8. **Maintenance.** Owner/Tenant agrees and covenants that, after the City issues its Certificate of Completion, Owner/Tenant shall be responsible for maintenance of all improvements that may exist at the Property from time to time, including without limitation buildings, parking lots, lighting, signs, and walls in first-class condition and repair, and shall keep the Property free from any accumulation of debris or waste materials. Owner/Tenant shall also maintain all landscaping required pursuant to Property's approved landscaping plan, if any, in a healthy

condition, including replacement of any dead or diseased plants with plants of a maturity similar to those being replaced. Owner/Tenant hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply.

MISCELLANEOUS PROVISIONS

9. **Covenant Against Discrimination.** Owner/Tenant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.
10. **Notice.** Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Palm Springs
Economic Development Administrator
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Owner/Tenant:

Mirsad Terzic
1354 E San Lucas Road
Palm Springs, CA 92264

11. **Integrated Agreement.** This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.
12. **Amendment.** This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
13. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

14. **Indemnification.** Owner/Tenant shall indemnify and hold harmless, the City of Palm Springs ("City") and the City, the City Council, the Agency Board of Directors, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever based and asserted upon any act or omission of the City for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with participation in the Program.

15. **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 so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement. Owner/Tenant certifies that the above statements are true and accurate to the best of Owner/Tenant's belief. Failure to meet any of the terms of this Agreement shall result in the forfeiture of any Grant funds from the City for this program.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"City"
City of Palm Springs

Date: _____

By: _____
Community & Economic Development

Date: _____

By: _____
Director, Community & Economic Development

Date: _____

By: _____
David H. Ready, Esq., PhD.
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
James Thompson
City Clerk

By: _____
Douglas C. Holland
City Attorney

"OWNER/TENANT"

Date: _____

By : _____

Date: _____

()

EXHIBIT "A"
MAP

See Attached

Map 2 - Southern Focus Area

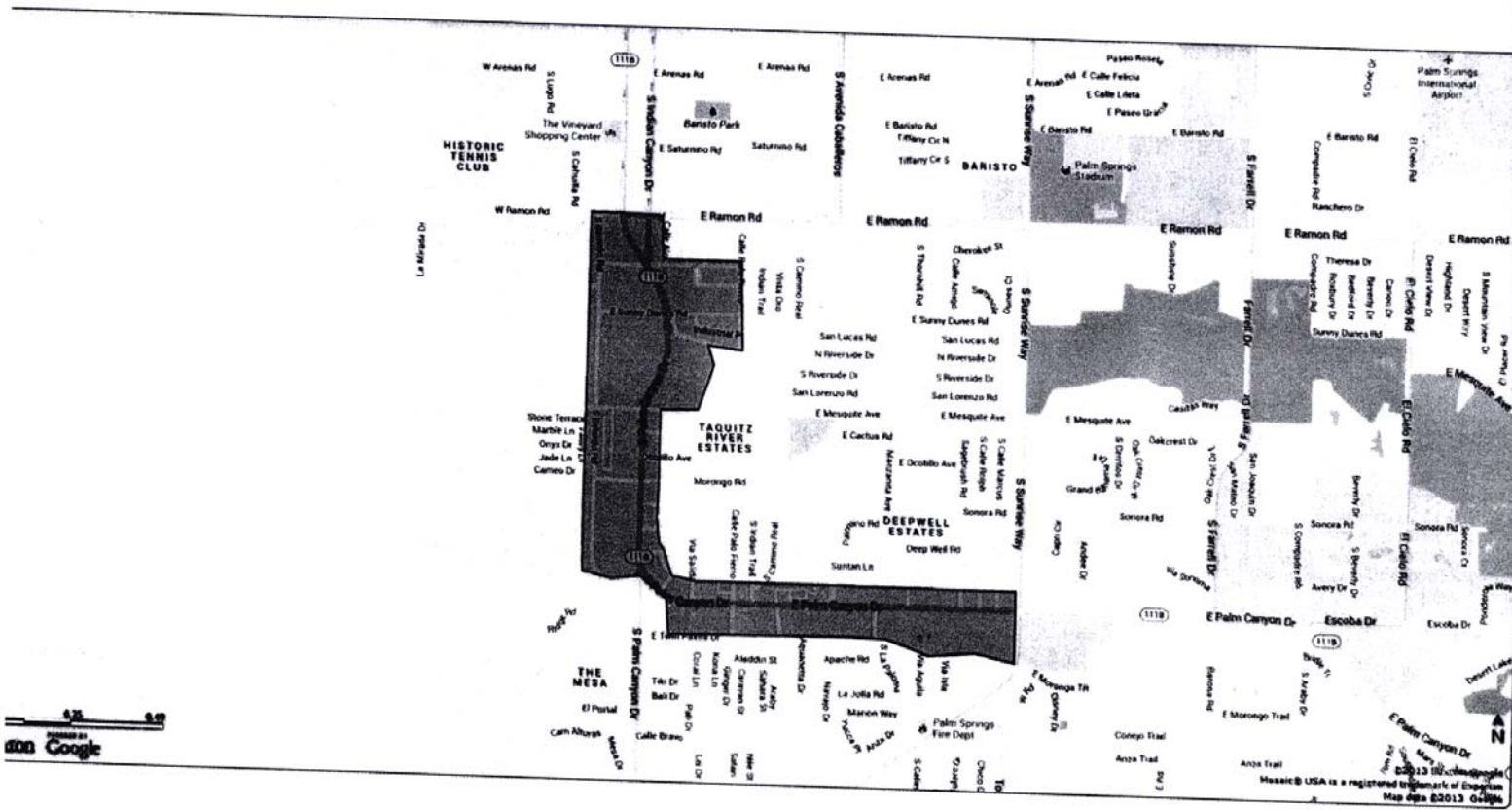


EXHIBIT "B"
SCOPE OF WORK

New refrigeration and restaurant equipment, new permanent booths, interior painting, lighting and floor covering; and new heat lamps for patio

EXHIBIT "C"
EVIDENCE OF APPROVAL
(PLANNING, BUILDING, ENGINEERING DEPARTMENT)

Building permit required on all or a portion of the work described in Exhibit "B" Scope of Work. Yes ___ No X

If yes, Building Permit # _____

Community & Economic Development Eligibility Letter



City of Palm Springs

Community and Economic Development Department

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262
TEL: (760) 323-8259 • FAX (760) 322-8325 • TDD (760) 864-9527

Community Redevelopment Agency • Community Development Block Grant
Downtown Development • Economic Development • Housing • Public Art

December 10, 2013

Mirsad Terzic
1354 E. San Lucas Road
Palm Springs, CA 92264

RE: Interior Remodel Grant Program – 1555 S. Palm Canyon Drive, Suite H-101

Dear Mirsad:

The City of Palm Springs has received your application for an owner/tenant grant under the Interior Remodel Program. Based on your application you are eligible for a reimbursement grant in the amount of \$25,000.00 from the City following completion of the work.

The next step is for you to obtain all necessary permits and approvals from the City's Building Department. You may need to submit diagrams or floor plans showing the work proposed. It is recommended that you check with the building department at 760-323-8242 to determine what permits will be necessary to comply with the 2013 California Building Codes. Please show a copy of this letter to the planning or building staff when you apply for permits as evidence of your enrollment in the Interior Remodel Program. All fees must be paid at the time permits are issued.

Once you obtain a permit from the Building Department; have a signed contract with your contractor, you will enter into a Reimbursement Agreement with the City. To complete the Reimbursement Agreement, please provide copies of the contractor's proposal; a copy of their Contractors License and a copy of their City of Palm Springs Business License. When the Agreement is signed you will be notified via email, mail or phone. When you are notified that the Agreement has been fully executed you may authorize your contractor to do the work.

When the work is completed you will need to submit proof of payment to the City for reimbursement, as well as a signed job card showing all applicable inspections, including final building inspection. If you have any questions or require further assistance, please don't hesitate to contact me at 323-8175 or email Cathy.Vanhorn@palmsprings-ca.gov.

Sincerely,

Cathy Van Horn
Economic Development Administrator

P.S. Don't forget to take some digital before and after photos and email them to us!

EXHIBIT "D"
CONTRACTOR/VENDOR AGREEMENT

SEE NEXT PAGE



**CITY OF PALM SPRINGS
COMMERCIAL – RETAIL PROPERTY
PROPERTY REMODEL GRANT PROGRAM**

INTERIOR REMODEL GRANT AGREEMENT

THIS REMODEL GRANT AGREEMENT (the "Agreement") is made and entered into this 10 day of March, 2014, by and between the City of Palm Springs, ("City"), and Daniel Doiron the ("Owner/Tenant"). Collectively the City and Owner/Tenant are referred to as the Parties.

RECITALS

- A. City has established a Property Remodel Grant Program for Owners and Tenants of commercial-retail businesses in the City of Palm Springs.
- B. Owner/Tenant is the owner or tenant of a real property/business (circle one) located within the eligible area at **2249 N. Palm Canyon Drive**, Palm Springs, ("Property"), otherwise known as **78 Degrees at the D** (building or business).
- C. Grant Limitations. The maximum City matching grant shall not exceed \$25,000. Example: if the applicant's interior improvement cost is \$50,000 the City Match Grant would be \$25,000. If the total improvement cost is \$10,000, the City Match Grant would be \$5,000.00
- D. Owner/Tenant has applied for a Grant in the amount of **\$25,000** to make interior improvements to the Property as described in Exhibit "B," Scope of Work.
- E. Owner/Tenant has received all necessary approvals from the City's Planning, Building or Engineering Departments, which are shown in Exhibit "C", Evidence of Approval. The estimated cost of the work proposed is **\$57,148.85**, as shown in Exhibit "D".
- F. The City has reviewed the application, the evidence of financial participation by Owner/Tenant, the location of the Property, and the approvals, and has approved the Grant Application.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to grant to Owner/Tenant the amount of **\$25,000** and Owner/Tenant agrees to undertake the approved improvements, under the following terms and conditions:

AGREEMENT

1. **Property Ownership/Right to Undertake Work.** Owner/Tenant represents that it is the Owner/Tenant of the Property or holds Tenancy in the Property which entitles it to undertake interior physical improvements to the Property.
2. **Schedule.** The Parties agree that all interior improvements shall be completed within **90** days of the date of this Agreement.
3. **Contractor.** The Parties agree that Owner/Tenant has sole responsibility for choosing and hiring the contractor, which shall be shown in Exhibit "D", Contractor/Vendor Agreements, and the acceptance of the material used and the work performed is Owner/Tenant's responsibility, and the City is not a party to any agreement with the vendor or contractor and does not guarantee the quality of workmanship of the property improvements, nor have any liability whatsoever therefor. At all times hereunder, the Contractor shall have a valid City of Palm Springs Business License.
4. **Design Approval and Permits.** The Parties agree that Owner/Tenant has sole responsibility for obtaining design approval and evidence of required permit approvals from the City of Palm Springs as shown in Exhibit C, and ensuring the compliance with those permits.
5. **Grant Limitations.** The maximum City matching grant shall not exceed **\$25,000**. The estimated cost of the work proposed is **\$57,148.85**, as shown in Exhibit "D".
6. **Evidence of Completion.** The Parties agree that the City will release the Grant funds upon the completion of the work by the Owner/Tenant or his contractor. Evidence of completion shall include but is not limited to: photographs of the finished work; a final inspection by a representative of the City of Palm Springs; and, a copy of the final invoice for the work completed and proof of payment to the contractor.
7. **Release of Liens.** The Parties Agree that the Owner/Tenant is responsible for obtaining the release of any Mechanics Liens or other liens placed upon Owner/Tenant's property by any contractor or subcontractor hired under this program.
8. **Maintenance.** Owner/Tenant agrees and covenants that, after the City issues its Certificate of Completion, Owner/Tenant shall be responsible for maintenance of all improvements that may exist at the Property from time to time, including without limitation buildings, parking lots, lighting, signs, and walls in first-class condition and repair, and shall keep the Property free from any accumulation of debris or waste materials. Owner/Tenant shall also maintain all landscaping

required pursuant to Property's approved landscaping plan, if any, in a healthy condition, including replacement of any dead or diseased plants with plants of a maturity similar to those being replaced. Owner/Tenant hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply.

MISCELLANEOUS PROVISIONS

9. **Covenant Against Discrimination**. Owner/Tenant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.
10. **Notice**. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Palm Springs
Economic Development Administrator
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Owner/Tenant:

Daniel Doiron
2249 N. Palm Canyon Drive, Unit A
Palm Springs, CA 92262

11. **Integrated Agreement**. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.
12. **Amendment**. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
13. **Severability**. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this

Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

14. **Indemnification.** Owner/Tenant shall indemnify and hold harmless, the City of Palm Springs ("City") and the City, the City Council, the Agency Board of Directors, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever based and asserted upon any act or omission of the City for property damage, bodily injury, or death or any other element of damage of any kind or nature, relating to or in any way connected with participation in the Program.

15. **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 so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement. Owner/Tenant certifies that the above statements are true and accurate to the best of Owner/Tenant's belief. Failure to meet any of the terms of this Agreement shall result in the forfeiture of any Grant funds from the City for this program.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"City"
City of Palm Springs

Date: _____

By: _____
Community & Economic Development

Date: _____

By: _____
Director, Community & Economic Development

Date: _____

By: _____
David H. Ready, Esq., PhD.
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
James Thompson
City Clerk

By: _____
Douglas C. Holland
City Attorney

"OWNER/TENANT"

Date: _____

By : _____

Date: _____

()

EXHIBIT "A"
MAP

See Attached

Northern Section - Special Economic Development Focus Incentive



Map 1 - Northern Section
Special Economic Development Focus Incentive Program Area

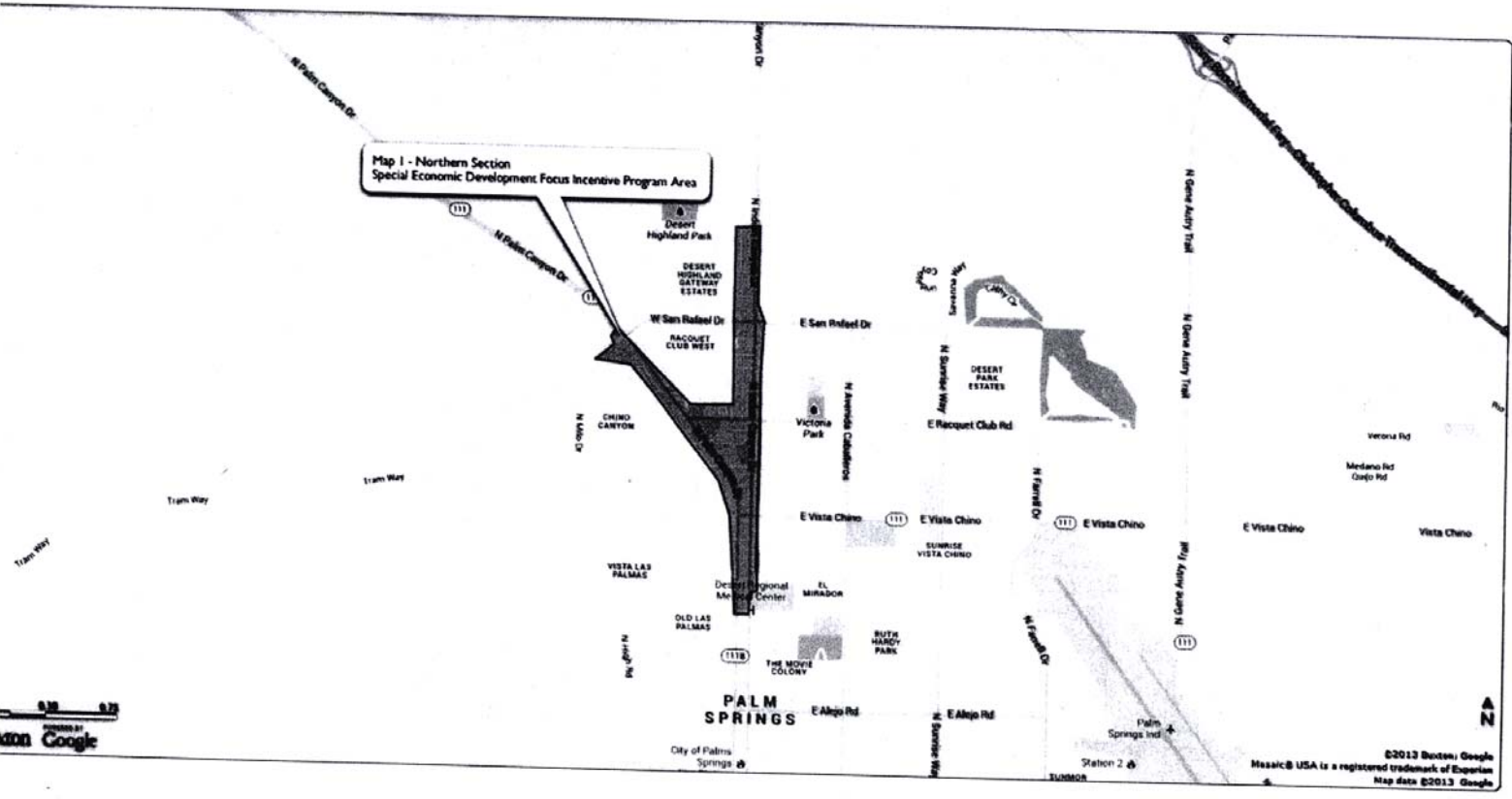


EXHIBIT "B"
SCOPE OF WORK

Drywall, painting, flooring, tile, permanent seat/booths, restaurant equipment and permanent lighting fixtures.

EXHIBIT "C"
EVIDENCE OF APPROVAL
(PLANNING, BUILDING, ENGINEERING DEPARTMENT)

Building permit required on all or a portion of the work described in Exhibit "B" Scope of Work. Yes ___ No ___

If yes, Building Permit # _____

Community & Economic Development Eligibility Letter



City of Palm Springs

Community and Economic Development Department

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262
TEL: (760) 323-8259 • FAX (760) 322-8325 • TDD (760) 864-9527

Community Redevelopment Agency • Community Development Block Grant
Downtown Development • Economic Development • Housing • Public Art

February 6, 2014

Daniel Doiron
78 Degrees at the D
2249 N Palm Canyon Drive
Palm Springs, CA 92262

RE: Interior Remodel Grant Program
2249 N Palm Canyon Drive

Dear Daniel:

The City of Palm Springs has received your application for an owner/tenant grant under the Interior Remodel Program. Based on your application you are eligible for a reimbursement grant up to \$25,000.00 from the City following completion of the work. The exact reimbursement grant amount will be defined in the Agreement once all the supporting documents are received.

The next step is for you to obtain all necessary permits and approvals from the City's Building Department. You may need to submit diagrams or floor plans showing the work proposed. It is recommended that you check with the building department at 760-323-8242 to determine what permits will be necessary to comply with the 2013 California Building Codes. Please show a copy of this letter to the planning or building staff when you apply for permits as evidence of your enrollment in the Interior Remodel Program. All fees must be paid at the time permits are issued.

Once you obtain a permit from the Building Department; have a signed contract with your contractor, you will enter into a Reimbursement Agreement with the City. To complete the Reimbursement Agreement, please provide copies of the contractor's proposal; a copy of their Contractors License and a copy of their City of Palm Springs Business License. When the Agreement is signed you will be notified via email, mail or phone. When you are notified that the Agreement has been fully executed you may authorize your contractor to do the work.

When the work is completed you will need to submit proof of payment to the City for reimbursement, as well as a signed job card showing all applicable inspections, including final building inspection. If you have any questions or require further assistance, please don't hesitate to contact me at 323-8175 or email Cathy.Vanhorn@palmsprings-ca.gov.

Sincerely,

Cathy VanHorn
Economic Development Administrator

P.S. Don't forget to take some digital before and after photos and email them to us!

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EXHIBIT "D"
CONTRACTOR/VENDOR AGREEMENT

SEE NEXT PAGE

78 Degrees at the D itemized list of renovation work already done:

1. Restaurant Equipment:

Items bought: Worktop refrigerator on caster with 6" Backsplash, Full Size Gas Convection oven, Drop-in refrigerator, Bar Sinks, Wall Mount shelving, Beer storage refrigeration, ect. We have so far purchased 65% of all the restaurant equipment necessary to run a full commercial kitchen.

- Sub-total: \$16,438.93

2. Drywall: Hired two hourly sheetrock guys two complete hanging drywall for the restaurant.

- Sub-total: \$1,760

3. Restaurant General Construction Labor: Did interior demolition work on the restaurant. We hired hourly labor to get this done.

- Sub-total: \$5,132.00

4. Concrete: Poured concrete floor in the restaurant

- Sub-total: \$4,500

5. Plumbing: Re-piped plumbing, capped off existing hot and cold water lines in old bar location. Did overhead piping for new bar locations. Installed ¾ hot and cold water lines from water heater location to new bar sink location.

- Sub-total: \$2,915

6. Fire-sprinklers: Piped restaurant for fire-sprinklers.

- Sub-total: \$13,000

7. Construction materials: drywall materials, framing materials, ect.

- Sub-total: \$989.04

8. Anthony Doiron/General Contractor: Helped remove drywall on walls and some ceilings, to get ready for leak repair and check for load bearing walls. Helped remove slider on back wall, front dining area, and 1 window on back wall. Frame, drywall and help nail in exterior plywood. Helped finish installation odds and end pieces of drywall, nail on corner bead and begin tape and mudding of walls. Start skip trowel on finished mud walls. Sand walls, to ready for painting.

- Sub-total: \$12,413.88

GRAND TOTAL: \$57,148.85