



COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

DATE: December 17, 2008 CONSENT CALAENDAR

SUBJECT: APPROVE A \$25,000 FACADE IMPROVEMENT GRANT FOR EXTERIOR IMPROVEMENTS AT 262 SOUTH PALM CANYON DRIVE.

FROM: David H. Ready, Executive Director

BY: Community & Economic Development

SUMMARY

The Community Redevelopment Agency adopted a Facade Improvement Program for the downtown area, with a maximum of \$5,000 per user. However, this tenant expects to spend in excess of \$75,000 and has asked for a more significant match. This action would approve a Facade Improvement Grant for a business located at 262 South Palm Canyon Drive. The Grant request is based on the Agency Facade Improvement Guidelines approved on November 5, 2008, but at a higher level.

RECOMMENDATION:

1. Approve the Agency Facade Improvement Grant request not to exceed \$25,000.
2. Approve the Executive Director to execute the Facade Improvement Agreement as to form.

STAFF ANALYSIS:

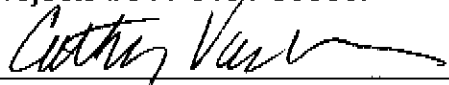
In an effort to be responsive to the needs of the business community, on November 5, 2008 the City Council/Community Redevelopment Agency adopted a Downtown and Uptown Property Improvement Grant Program for properties within the Community Redevelopment Agency Merged Project Areas No 1 and 2.

The Property Improvement Program is designed to encourage improvement and investments that contribute to the overall revitalization effort in the downtown and uptown areas of the City. The grants are to finance all or a portion of a property owner or tenant's exterior improvements. The grant amounts range from \$2,500 to \$5,000, depending on the level of the property or business owners participation.

This Grant Request from the Kaiser Restaurant Group, however, exceeds the program funds but meets the eligible uses and the intent of the program. The applicant's request for the enhancement of the exterior of the existing Chop House and to prepare the vacant upstairs space formerly The Deck/Crazy Bones, for occupancy as another restaurant. The total estimated cost of the exterior improvements for the existing and vacant upstairs restaurant space is \$75,000. This action would help put a high-profile vacant space back into productive use during this season.

FISCAL IMPACT:

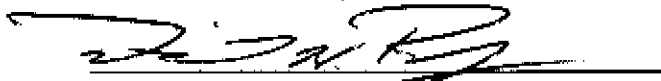
There will be no fiscal impact the General Fund. The grant will be paid from the Community Redevelopment Agency Merged Project Area 1 – Unscheduled Capital Projects #811-8191-50000.



Cathy Van Horn, Administrator
Economic Development



Diana Shay, Coordinator
Redevelopment Agency



David H. Ready, Executive Director



Tom Wilson, Assistant City Manager

Attachment: Facade Improvement Narrative/Proposal
Facade Improvement Cost Schedule
Facade Improvement Agreement

MEMORANDUM

Date: November 18, 2008

To: Mr. Lee Morcus

Regarding: The Street Façade Improvements
To the Chop House Restaurant
262 South Palm Canyon Drive
Palms Springs, CA 90062



The following Scope of Work Narrative is provided to outline the exterior renovation and improvements proposed for the above referenced project.

SCOPE OF WORK:

1. Prepare all existing exterior steel, wood, and plaster surfaces for new paint systems. Paint surfaces with approved colors.
2. Remove existing fabric awning, fan and light, portion of misting system, and metal frame except for center rail at Stair Entry. Cut and remove portion of beam back to awning at Sidewalk Café seating to open up entry area. Repair and paint existing surfaces as required.
3. Remove and replace fabric awning on existing metal frame at Sidewalk Café seating area with; fabric, pattern, and color as approved. Review and maintain existing misting system as required.
4. New curved metal Banner Panels at Upper Terrace. Attached to existing wood beams install new light fixtures to backlight.
5. New curved metal panel Marquee Element at Entry Ceiling with decorative metal ribbons and new lighting.
6. Inspect, renovate or replace as required, all exterior ceiling fan/ lights.
7. New exterior signage at elevator. Comply with required codes with signage.
8. Replace light fixtures at stone entry pedestal and wall mounted near entrance and provide new menu display.
9. Metal sidewalk sign backlit with cut out letters and menu display below.
10. Repair existing cloth sunshade at Upper Terrace. Review and maintain existing light fixtures and misting system as necessary.
11. Renovate hardscape area to include three sections of gravel varying in size and color, separated by curved metal screeds, various sized columnar basalt, highlighted with two new landscape lights.
12. Renovate planter area to include two sections of gravel each bay, varying in size and color, separated by curved metal screeds, columnar basalt, and highlighted with new down lights.
13. New formed concrete bench by Sonoma Cast stone or approved with new ashtray to match.
14. New vertical steel screen at end of Sidewalk Café seating near alleyway to emulate City's Wall Mural. Provide accent lights between fins.

END OF NARRATIVE

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**Chop House Palm Springs
Storefront/Façade Improvement Cost Schedule**

Item	Cost
Paint	\$4,000.00
Awning	\$6,000.00
Curved Metal Banners	\$12,000.00
Signage, menu Boards, Lighting	\$15,000.00
Curved Metal at entry way	\$19,000.00
Verticle Screen	\$3,000.00
Bench & Rock Landscaping	\$5,000.00
Columnar Basalt	\$3,000.00
Curved Metal Screens/Planters	\$3,000.00
Fans/Electrical	\$5,000.00
Total	\$75,000.00



THE CITY OF PALM SPRINGS/
PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY
EXTERIOR PROPERTY OWNER/TENANT IMPROVEMENT GRANTS

FAÇADE IMPROVEMENT AGREEMENT

THIS FAÇADE IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this ___ day of _____ 2008, by and between the Community Redevelopment Agency of the City of Palm Springs, ("Agency"), and the _____ a _____ ("Owner"). Collectively the Agency and Owner are referred to as the Parties.

RECITALS

Whereas, Agency has established an Exterior Property Owner/Tenant Improvement Grant program for businesses in the Downtown and Uptown Business Improvement District Area and certain neighboring redevelopment project areas, shown in Exhibit "A", eligibility map.

Whereas, Owner is the owner of a real property/business (circle one) located within the eligible area at _____, Palm Springs, ("Property"), otherwise known as _____ (building or business).

Whereas, Owner has applied for a Grant in the amount of \$ _____ to make exterior improvements to the Property as described in Exhibit "B," Scope of Work.

Whereas, Owner has received all necessary approvals from the City's Planning, Building or Engineering Departments, which are shown in Exhibit "C", Evidence of Approval.

Whereas, The Agency has reviewed the application, the evidence of financial participation by Owner, 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, Agency agrees to grant to Owner the amount of _____ and Owner agrees to undertake the approved improvements, under the following terms and conditions:

AGREEMENT

1. **Property Ownership/Right to Undertake Work.** Owner represents that it is the Owner of the Property or holds Tenancy in the Property which entitles it to undertake exterior physical improvements to the Property.
2. **Schedule.** The Parties agree that all exterior improvements shall be completed within ____ days of the date of this Agreement.
3. **Contractor.** The Parties agree that Owner 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's responsibility, and the City and/or Agency is not a party to any agreement with the vendor or contractor and does not guarantee the quality of workmanship of the property improvements..
4. **Design Approval and Permits.** The Parties agree that Owner is 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 Grant shall be in the amount of the actual approved expenditure for the improvement described in Exhibit B or \$2,500.00, whichever is less. The Agency does not warrant that it will pay all costs of improvements if they exceed \$2,500.
6. **Evidence of Completion.** The Parties agree that the Agency will release the Grant funds upon the completion of the work by the Owner 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 is responsible for obtaining the release of any Mechanics Liens or other liens placed upon Owner's property by any contractor or subcontractor hired under this program.
8. **Maintenance.** Owner agrees and covenants that, after the City or Agency issues its Certificate of Completion, Owner 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 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 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 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
Attention: Economic Development
Administrator
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Owner:

Palm Springs, CA _____

- 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 shall indemnify and hold harmless, the City of Palm Springs ("City") and the Agency, 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 and Agency 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 my 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 certifies that the above statements are true and accurate to the best of Owner's belief. Failure to meet any of the terms of this Agreement shall result in the forfeiture of any Grant funds from the City or Agency for this program.

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

"Agency"
City of Palm Springs

Date: _____

By: _____
David H. Ready, Esq., PhD.
Executive Director

ATTEST:

APPROVED AS TO FORM:

By: _____
James Thompson
City Clerk

By: _____
Douglas C. Holland
City Attorney

"OWNER"

Date: _____

By: _____
(_____)

Date: _____

By: _____
(_____)