



CITY COUNCIL STAFF REPORT

DATE: October 7, 2015 NEW BUSINESS

SUBJECT: APPROVE A FACADE GRANT AGREEMENT IN THE AMOUNT OF \$1,269.00 WITH MARIANNE HUNZINGER, FOR A PROPERTY LOCATED AT 236 N PALM CANYON DRIVE

FROM: David H. Ready, City Manager

BY: Community & Economic Development Department

SUMMARY

Review and approve a Facade Grant with Marianne Hunzinger, owner of Marianne's of Palm Springs, located at 236 N. Palm Canyon Drive in the amount \$1,269.00 to replace damaged storefront and entry door glass/windows.

RECOMMENDATION:

1. Approve a Facade Grant Agreement in the amount of \$1,269.00 with Marianne Hunzinger.
2. Authorize the City Manager to execute all documents related to the Facade Grant Agreement.

STAFF ANALYSIS:

On November 5, 2014, the City Council approved expanding the Facade Grant Program to all businesses throughout the City. The action also included a modification to the match dollar requirement for businesses located in the downtown construction zone, and a budget resolution approving the appropriation of \$250,000 for the City-wide Facade Grant Program.


Eligible uses under the Facade Grant Program include, but are not limited to, storefront glass/window replacement. Businesses located on the east side of north Palm Canyon Drive between Tahquitz Canyon Way and Amado Road qualifies for a non-dollar match grant up to \$5000. The grant applicant meets the criteria outlined in the Grant Program guidelines.

The Facade Grant Agreement with Marianne Hunzinger, owner of Marianne's of Palm Springs is located within the downtown construction zone, and is eligible for the full grant, without the dollar match requirement. The applicant obtained two bids to replace

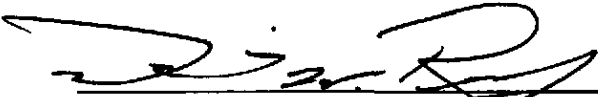
glass entry doors measuring 32 x 88 and storefront glass on the left and right side of entry door totaling 6 panes measuring approximately 22 x 57. The second bid estimate totaled \$1,550.00; the applicant selected the lower bid in the amount of \$1,269 with Desert City Glass, Inc. The applicant has not started the project, but will authorize the work to begin once the Agreement is approved by Council.

FISCAL IMPACT:

No additional funding is needed or is being requested at this time. Grant funds in the amount of \$1,269 appropriated in account number 1400-59422. In November 2014, the City Council appropriated a total amount of \$250,000, after this grant the amount of grant funds remaining is \$130,450.



Cathy Van Horn, Administrator
Economic Development



David H. Ready, City Manager

Attachments:
2nd bid
Facade Improvement Agreement – Marianne Hunzinger

Desert City Glass, Inc.
68-743 Perez Rd., Ste. D-36
Cathedral City, CA 92234
T) 760-324-8022 F) 760 321-5342
License # C17 713484

September 14, 2015

Marianne of Palm Springs
236 N. Palm Canyon Dr.
Palm Springs, CA

Attn: Marianne Hunzinger

Enclosed please find the quote for the above named property. This quote includes all materials, tax, and labor for the job. This quote is good for thirty (30) days from the date of this letter. If you decide to accept this quote, a deposit of 50% will be required before we will order any materials. If you agree to the price of this quote, please sign, print name, date and return to us along with your deposit. Please telephone us if you have any further questions regarding this quote. We gladly accept Visa, MasterCard, and Discover over the phone. All glass is being quoted as 1/4" clear tempered.

1-32 x 88 for door

3-22 x 57-left side

3-23 x 57-right side

TOTAL FOR ALL

\$1,269.00

Thank you,

Lupe Perez Jr.

Sign

Print

Date

[Print](#)[Close](#)

Fwd: Glass estimate

From: **marianne_hunzinger** (marianne_hunzinger@hotmail.com)
Sent: September-11-15 1:42:14 PM
To: Hilton Cranston-Whittaker (hcw111@hotmail.com)

Estimate

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Lara Hancock
Date: 09/11/2015 1:12 PM (GMT-08:00)
To: marianne_hunzinger@hotmail.com
Subject: Glass estimate

Hello Marianne,

Estimate to provide & install new tempered clear glass to the existing storefront is:
6- approx 24x60
1- approx 32x90
1/4" clear tempered glass installed to existing storefront reusing existing framework.
\$1,550.00 total
**not responsible for Brass cladding in existing storefront.
Please feel free to call Lara at 760-324-8429 if you have any questions.
Thank you!
Lara
Palm Mirror & Glass co.
68325 Ramon Rd.
Cathedral City



PALM SPRINGS COMMUNITY & ECONOMIC DEVELOPMENT FACADE IMPROVEMENT GRANT AGREEMENT

FACADE IMPROVEMENT AGREEMENT

THIS FACADE IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this ___ day of ___, 2015 by and between the City of Palm Springs, Community & Economic Development ("City"), and **Marianne Hunzinger** ("Owner"). Collectively the City and Owner are referred to as the Parties.

RECITALS

- A. City has established an Exterior Property Owner/Tenant Improvement Grant program for businesses in the City of Palm Springs.
- B. Owner is the owner of a real property/business (circle one) located at 236 N. Palm Canyon Drive, Palm Springs, ("Property"), otherwise known as Marianne of Palm Springs (building or business). The business is located in the non-dollar match area described in Recital C, as shown on Exhibit "A, Map.
- C. Grant Limitations. The City shall provide a Grant not to exceed \$5,000 with a match contribution from the applicant. The Grant shall be 50% of the amount of the actual approved expenditure for the improvements described in Exhibit "D", up to the \$5,000 cap. Businesses located on the east side of north Palm Canyon Drive between Tahquitz Canyon Way and Amado Road qualifies for a non-dollar match grant up to \$5,000.
- D. Owner has applied for a Grant in the amount of **\$1,269.00** to make exterior improvements to the Property as described in Exhibit "B," Scope of Work.
- E. Owner 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 **\$1,269.00**, as shown in Exhibit "D".
- F. The City 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, City agrees to grant to Owner the amount of **\$1,269.00** 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 **90** 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 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 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 **\$1,269.00**. The estimated cost of the work proposed is **\$1,269.00**, as shown in Exhibit "D".
6. **Evidence of Completion and Open for Business.** The Parties agree that the City 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. The business must be open to consumers.
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 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
City Manager/City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Owner:

Marianne Hunzinger
231 F LaVerne
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"), the City Council, its officers, agents, employees and 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 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 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: _____
Administrator, Community & Economic Development

Date: _____ By: _____
Director, Community & Economic Development

Date: _____ By: _____
David H. Ready, Esq., Ph.D.
Executive Director

APPROVED AS TO FORM:

By: _____
Douglas C. Holland
City Attorney

"OWNER"

Date: _____ By: _____

Date: _____
()

EXHIBIT "A"
MAP

SEE NEXT PAGE



EXHIBIT "B"
SCOPE OF WORK

Replace glass in entry and display windows.

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

Not required

EXHIBIT "D"
CONTRACTOR/VENDOR
AGREEMENT - PROPOSAL - ESTIMATE

SEE NEXT PAGE

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Sign

Print

Date