



CITY COUNCIL STAFF REPORT

DATE: October 7, 2015 NEW BUSINESS

SUBJECT: APPROVE A FACADE GRANT AGREEMENT IN THE AMOUNT OF \$5,000 WITH TAREEF TALALA, FOR A PROPERTY LOCATED AT 266 SOUTH PALM CANYON DRIVE

FROM: David H. Ready, City Manager

BY: Community & Economic Development Department

SUMMARY

Review and approve a Facade Grant with Tareef Talala, owner of Village Pub, located at 266 S. Palm Canyon Drive in the amount \$5,000.00 to install new signage.

RECOMMENDATION:

1. Approve a Facade Grant Agreement in the amount of \$5,000.00 with Tareef Talala.
2. Authorize the City Manager to execute all documents related to the Facade Grant Agreement.

STAFF ANALYSIS:

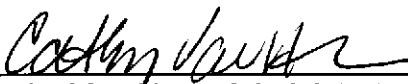
On November 5, 2014, the City Council approved expanding the Facade Grant Program to all businesses throughout the City. The action also included a modification to the match dollar requirement for businesses located in the downtown construction zone, and a budget resolution approving the appropriation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

Eligible uses under the Facade Grant Program include, but are not limited to, new or replacing signage. The grant applicant meets the criteria outlined in the Grant Program guidelines.


The Facade Grant Agreement with Tareef Talala, owner of Village Pub is to install new signage, which was approved by the Planning Department on September 17, 2015. 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 \$5,000 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:

Facade Improvement Agreement – Tareef Talala



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 **Tareef Talala** ("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 266 S. Palm Canyon Drive, Palm Springs, ("Property"), otherwise known as **Village Pub** (building or business).
- 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 **\$5,000** 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 **\$11,453.20**, 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 **\$5,000** 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 **\$5,000**. The estimated cost of the work proposed is **\$11,453.20**, 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:

Tareef Talala
Village Pub
266 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"), 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: _____
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 : _____
Tareef Talala

Date: _____
()

EXHIBIT "A"
CONFIRMATION LETTER

SEE NEXT PAGE



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

January 12, 2015

Tareef Talala
Village Pub
266 S. Palm Canyon Drive
Palm Springs, CA 92262

RE: Façade Grant Program – 266 S Palm Canyon Drive

Dear Tareef:

The City of Palm Springs has received your application for an owner/tenant grant under the Façade Improvement Program. Based on your application you are eligible for a reimbursement grant up to \$5,000.00 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 Planning and/or Building departments. You may need to submit a Minor Architectural or Sign Application, including, diagrams, photos and color pallets.

Once you obtain the approval and received a permit from the Planning Department and have a signed contract with your contractor, you will enter into a Reimbursement Agreement with the City. As soon as the Agreement is signed, you may authorize your contractor to do the work, and when work is complete, submit proof of payment to the City for reimbursement.

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 "B"
SCOPE OF WORK

Remove existing sign and replace with new sign

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

SEE NEXT PAGE



CITY OF PALM SPRINGS

Department of Planning Services

1200 E. Tahquitz Canyon Way, Palm Springs, CA 92262
Tel: 760-323-8245 - FAX: 760-322-8350

CITY OF PALM SPRINGS, CALIFORNIA, PLANNING DEPARTMENT
PLANNING COMMISSION APPROVAL
Date: 9/17/15 Case # 15-071 APPEAL
Form No. 6925 Planner P.L.

For Staff Use Only
Case Number 15-080
In-Take Planner P.L.
Date 9/17/2015

SIGN PERMIT / SIGN PROGRAM PLANNING / ZONING GENERAL INFORMATION FORM

TO THE APPLICANT: Please fill out information requested below and attach the appropriate supplemental application

Project Site Information:

Sign Address 2100 S Palm Canyon Palm Springs CA 92262
Business Name Village Pub
Applicant's Name Jareff / FINE M SCORE for Village Pub
Phone # 760 3210484 Email Sales@Riofinesigns.com
APN 513-154-016 Zone (CB1) Section/Township/Range 12, 4, 4

Type of Sign:

Permanent Main Temporary / Banner Portable Open Sign
For Sale / Lease Sign Subdivision (A-Frame Sign)

Sign Design:

Square footage of sign _____ ft. Number of proposed signs ONE (1)
Linear footage of business _____ ft. Color of sign Black field Red-yellow
Height of freestanding sign 31.5" x 92.9" ft. Materials ALUMINUM-ORBITAL-
Number of existing signs (1) ONE Type of lighting LED / NEON

Sign Designer:

Sign Company Riofine Neon Sign Co. Inc
Address 10025 LEROY AVE #118
CORONA CA 92231
Phone # 760 3210484 Email Sales@RiofineSigns.com

Conditions of Issuance:

1. All signs must comply with the PZC Section 93.23.00
2. _____
3. _____
4. _____

Applicant's Signature

Jareff

Planning Approval Signature

Date of Approval



**PERMIT CENTER
CITY OF PALM SPRINGS**

CASE#:	TYPE:	PROJECT NAME	APN#	ADDRESS
15-080	HAA	RIOFINE NEON SIGN CO. INC.	513-154-016	0266 PALM CANYON DRIVE NORTH

ZONING FEES ACCT #001-32212

CHANGE OF ZONE APPLICATION	\$0.00
PRE APP FEE	\$0.00
CONDITIONAL/LAND USE PERMITS	\$0.00
PLANNED DEVELOPMENT DISTRICT APPLICATION FEE	\$0.00
FINAL DEVELOPMENT PLAN FEE	\$0.00
VARIANCE APPLICATION FEE INCLUDES SIGN VARIANCE	\$0.00
TIME EXTENSION FEES	\$0.00
MISCELLANEOUS FEES	\$0.00

ENVIRONMENTAL ASSESSMENT FEES - #001-32212

NEGATIVE DECLARATION	\$0.00
MITIGATED NEG DECLARATION	\$0.00
CATEGORICAL EXEMPTION / EIR	\$0.00

MISCELLANEOUS FILING FEES ACCT #001-34383

ARCHITECTURAL APPROVAL FEE	\$0.00
ADMINISTRATIVE MINOR MODIFICATION FEES	\$0.00
PLAN CHECKS PLANNING FEE	\$0.00
PLANNING CC AND R	\$0.00
MISCELLANEOUS FEES/MILLS FE	\$0.00

MISCELLANEOUS FEES

SIGN #001 - 32205	\$127.00
IN LIEU OF - #131-34359	\$0.00
R V - #001-32210	\$0.00
MISCELLANEOUS - #001-34106	\$0.00
MICROFILM/MISCELLANEOUS - #001-34388	\$0.00

SUBDIVISION FEES ACCT #001-32213

TENTATIVE MAPS FEES	\$0.00
FINAL MAPS FEES	\$0.00
LOT LINE ASU/CERT OF COMPLIANCE FEE	\$0.00
ENVIRONMENTAL ASSESSMENT FEE	\$0.00
MISCELLANEOUS FEE	\$0.00

TOTAL FEE(\$)

\$127.00

The acceptance of an application or of a fee is not an entitlement or a permit to construct, change or alter any portion of the property described in the application.

RECEIVED FROM <i>[Signature]</i>	RECEIVED BY <i>[Signature]</i>	DATE 9/17/2015
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• Customer • Cashier • Planning File • Planning Copy

7514

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

SEE NEXT PAGE



PROPOSAL

9-23-15

Company	Address	First Name	Phone	Email/Fax
Village Pub	266 S Palm Canyon Palm Springs CA	Tareef	760 323-3265	tareeftalala@gmail.com

DESCRIPTION	Q	Unit Cost	Cost
Fabrication/Installation 92.94"x 31.51" Village Pub Sign Can <i>Reference Drawing: City1</i>	1	\$10,960.00	\$10,960.00

\$0.00
\$0.00
\$0.00

Subtotal: \$10,960.00
Sales Tax: \$493.20
TOTAL: \$11,453.20

PLEASE PAY THIS AMOUNT TO PROCEED > 50% Deposit: \$5,726.60

The following is made in lieu of all warranties, expressed or implied: sellers only obligation shall be to replace such quantity of the product proved to be defective. Seller shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the product. Before using, user shall determine the suitability of the product for his intended use and user assumes all risk and liability whatsoever in connection therewith. Finished art, mechanicals and signs will be released for use by the client only. Mechanicals, original art, sketches and materials other than signs originated by the designer are the property of the designer, and will be held for the client unless otherwise shown. The client agrees to pay all costs for collection in the event of default of payment by the client, including a reasonable attorney's fee. In the event of delinquent payments, the client will be charged a rate of 1 1/2% interest for every month after the first 30 days. Not Responsible for any merchandise not claimed within 30 days

- SPECIFIC JOB NOTES:** This estimate will need to be confirmed agin after reviewing the site at the time of installation. If any additional elements arise, additional cost will be applied. This cost does not include any lift charges, extra deliveries, shipping, repairs, replacements, city permits or any other item not listed in the above stated description.
- Electrical:** *Riofine Neon Sign Company Inc.* will run electrical within 3ft of the sign. If power is not available, customer is responsible for running the electrical to the area.
- Installation:** Could take up to 2 weeks to complete. Additional visits requested by the customer after completion will be billed at a rate of \$100.00/hour within our business hours.
- Drawing & Design (\$500.00 value):** *Riofine Neon Sign Company Inc.* will match any logo/ font supplied (EPS/DXF file required) or we will create a custom logo/font and do up to 3 design changes. Additional changes will be billed to the customer at \$100.00/drawing.
- Tax:** Based on CA Sales Tax (9%) of all parts and materials used in this project.
- Deposit:** Customer agrees to pay a 50% deposit upon acceptance of this proposal.
- Balance:** Payment balance will be due upon completion of sign. Terms: COD
- Lead-Time:** Approximate completion time is (4-8) weeks starting after the 50% deposit is cleared and all customer approvals have been received. Lead time also depends on current status of schedule, product and material availability and custom design and configuration. We cannot be liable for elements out of our control.
- Warranty:** Signs are backed with a 1-year warranty on parts & labor (exempt from vandalism). *Riofine Neon Sign Company Inc.* cannot be liable for any existing signs or structures, building facades, repairs, permits and/or other components.

This agreement will NOT become effective until *Riofine Neon Sign Company Inc.* receives the final dated acceptance signature and the required 50% deposit.

CASH
 CHECK
 Please make check payable to *Riofine Neon Sign Company Inc.*

Acceptance: _____ *Date:* _____

By signing this, I have read through and agree with all the terms and conditions and would like to move forward on this project.



58895 Penz Rd. L-18
 Calipatria, CA 92234
 Tel: 760-322-6366
 Fax: 760-321-2682

License #680256

Date
 9-10-15

Job Name
 Village Pub

Job Address
 266 S Palm Canyon Dr Palm
 Springs CA

Sign Type
 Sign Can

Sign/Letter Size
 see right

Letter

Logo

Return

Trim

Lighting Type
 neon

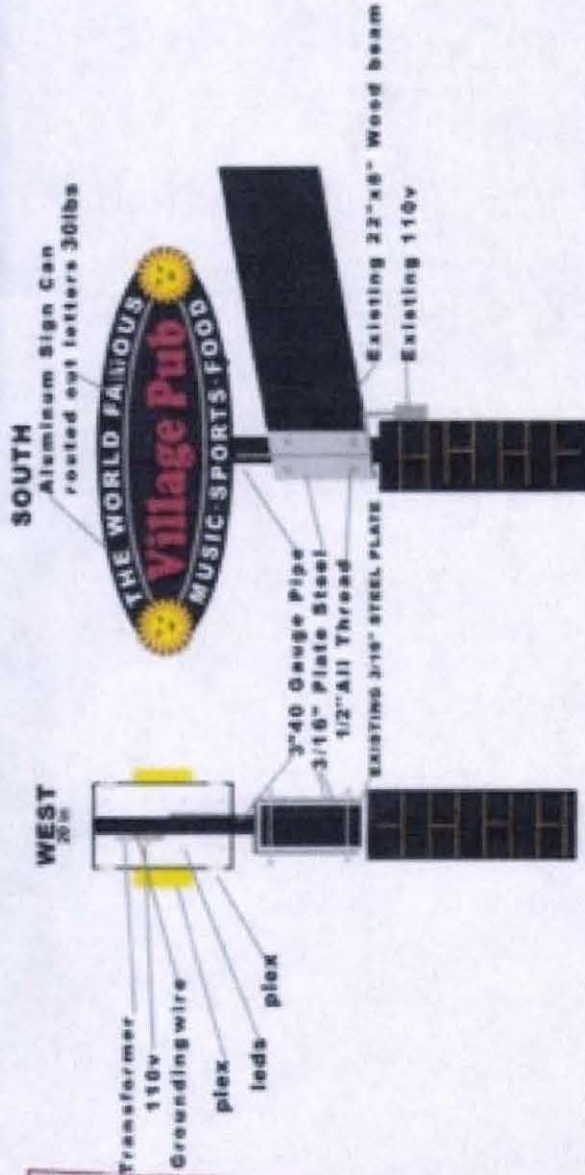
Special Notes:
 approximately 15.9 square ft.

Sign Artist:

Drawing #

City

© COPYRIGHT PROTECTED



CITY OF PALM SPRINGS, CALIFORNIA, PLANNING DEPARTMENT
PLANNING COMMISSION APPROVAL
 Date: 9/17/2015 Case # 15-071-APP-A1
 Reso No. 6523 Planner: PL

Approved with Changes _____ **Date** _____

Final Approval _____ **Date** _____

DISCLAIMER: All ideas, designs and arrangements indicated or represented by this drawing are owned and property of Routine Neon Sign Company Inc. They were created, explored and developed only for use on and in connection with this specific project. None of such ideas, designs or arrangements shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without written permission. If they are shared from without approval on this drawing they will be held a designing fee (min. \$500.00). Print and computer generated colors DO NOT represent true color tones. Please reference proposal for prices, additional fees and further details.