



CITY COUNCIL STAFF REPORT

DATE: January 13, 2016 CONSENT AGENDA

SUBJECT: MILLS ACT HISTORIC SITE CONTRACT – 235 EAST TWIN PALMS DRIVE (HSPB #73 / HD-2 ROYAL HAWAIIAN ESTATES)

FROM: David H. Ready, City Manager

BY: Planning Services

SUMMARY

This action would engage the City of Palm Springs into a standard Mills Act Agreement with Robert P. Schaffer and Alan L. Pass, owners of 235 East Twin Palms Drive Unit 28, (APN 511-070-015) and the Royal Hawaiian Estates Homeowners Association. The intent of this contract is to require maintenance and preservation of this Class 1 historic site in exchange for possible property tax relief as calculated by the County of Riverside.

RECOMMENDATION:

1. Approve a Mills Act Historic Property Agreement between the City of Palm Springs and Robert P. Schaffer and Alan L. Pass, and the Royal Hawaiian Estates Homeowners Association, for 235 East Twin Palms Drive, a Class 1 historic site (HSPB #73 / HD-2).
2. Authorize the City Manager to execute the Agreement.
3. Direct the City Clerk to record the Agreement.

STAFF ANALYSIS:

On February 3, 2010, the City Council designated the Royal Hawaiian Estates a Historic District (HSPB #73 / Historic District #2). The Royal Hawaiian Estates Historic District is comprised of forty residences on roughly five acres. The residence at 235 East Twin Palms Drive is one of the residences defined as a contributing structure in the historic district.

Pursuant with California Government Code Section 50280 – 50290 upon the application of an owner of any qualified historic property, the legislative body of a city may contract with the owner or agent to restrict the use of the property to carry out the purposes and


goals of historic preservation of the property. Such a contract is commonly referred to as a "Mills Act Agreement" and it provides for possible alternative property tax rate calculations in exchange for specific and ongoing preservation and maintenance of the property, specifically its historically significant elements and characteristics.

The property at 235 East Twin Palms Drive has been deemed a "contributing structure" within the Royal Hawaiian Estates Historic District. Pursuant to Municipal Code Section 8.05.125, contributing structures in a historic district are subject to Class 1 regulations and are designated Class 1 historic sites. State of California Governmental Code Section 50280.1 denotes that properties that are eligible for application of a Mills Act contract must be listed in a state, city, county official register of historic sites. As such, 235 East Twin Palms Drive is qualified for a Mills Act Contract.

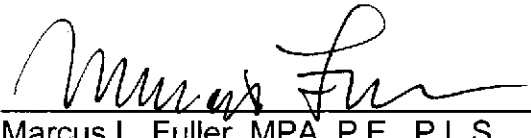
At Royal Hawaiian Estates, routine maintenance and upkeep of the building exteriors and grounds is a shared responsibility of the home-owners association (HOA) and the individual unit owners. Because of this shared responsibility, the Mills Act Agreement in this particular case has been drafted with both the homeowners and the HOA as parties to the agreement. If, in the future, other individual home owners at the Royal Hawaiian wish to pursue a Mills Act Agreement, the same contractual arrangement would apply.

FISCAL IMPACT: None

There is no known fiscal impact upon the city as a result of this recommended action.



Flinn Fagg, AICP
Director of Planning Services



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager / City Engineer



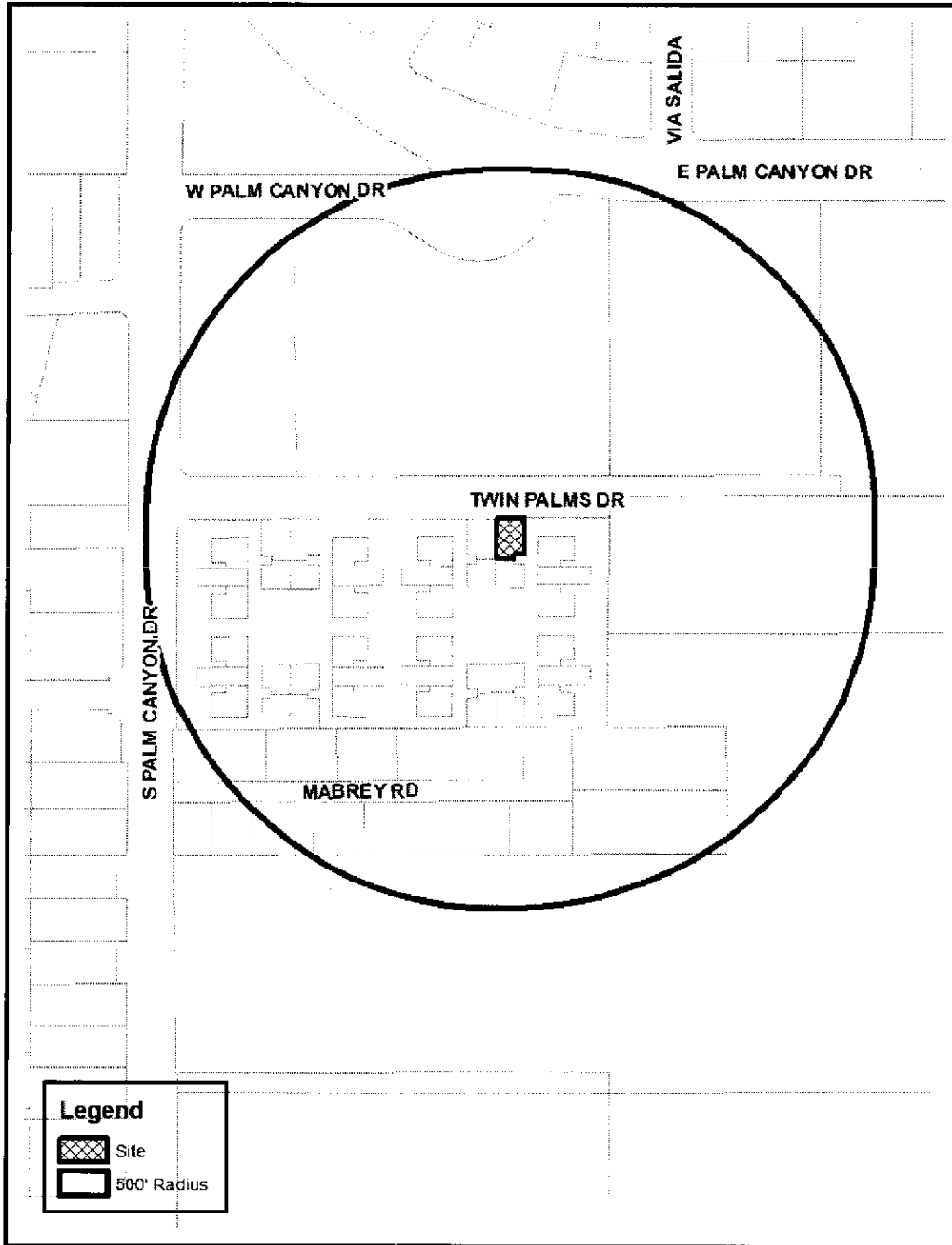
David H. Ready, Esq., Ph.D.
City Manager

Attachments:

- Vicinity Map
- City Council Action Summary (excerpts) dated February 3, 2010
- Applicant letters.



Department of Planning Services Vicinity Map



Legend

-  Site
-  500' Radius

CITY OF PALM SPRINGS

**FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Palm Springs
3200 East Tahquitz Canyon Way
Palm Springs, CA 92263-2743
Attn: City Clerk

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement ("Agreement") is made this 13th day of January, 2016 by and between the City of Palm Springs, a charter city and municipal corporation ("City") and Robert P. Schaffer and Alan L. Pass ("Owners").

RECITALS:

- A. California Government Code Sections 50280, *et seq.* (the "State Law"), as may be amended from time to time, authorizes cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance, protection, and restoration of such historical property so as to retain its characteristics as a property of historical significance.
- B. The Owners possess fee title in and to that certain real property, together with associated structures and improvements thereon, generally located at the street address 235 E Twin Palms Drive, Palm Springs, California ("Historic Property"). A legal description of the Historic Property is attached hereto as Exhibit A and is incorporated herein by this reference.
- C. On February 3, 2010 (the "Approval Date"), the City Council of the City of Palm Springs ("Council") approved Resolution 22657 designating the Property a Class 1 historic site, pursuant to the terms and provisions of Chapter 8.05 of the Palm Springs Municipal Code (the "City Code").
- D. The HOA is comprised of forty (40) residential units on a roughly five (5) acre parcel. Each of the forty residential units is considered "a contributing structure" pursuant to the City of Palm Springs Municipal Section 8.05.125. The HOA pursuant to applicable covenants, conditions, and restrictions has the responsibility of enforcing building and maintenance requirements of the owners of the residential units. The subject unit at 235 East Twin Palms Drive has been determined to be one of the contributing structures within HSPB #73 / Historic District No. 2 and as such is subject to Class 1 regulations as described in Municipal Code Section 8.05. As a Class 1 historic site within Historic District #2, 235 East Twin Palms Drive is eligible to be the subject of a Mills Act Historic Property Preservation Agreement. The physical historic character-defining features of the buildings in HD#2 are:
 - a. Exaggerated gables over the ends of the buildings with vertical trim pieces along the gables.
 - b. Projecting slanted ridge beams.
 - c. Elaborately detailed wooden Tiki-Style elements.
 - d. Triangular clerestory windows and vaulted ceilings.

- e. Large stylized "Outrigger", "Flying Sevens".
- f. Orange painted cement plaster triangle as part of "outriggers".
- g. Wood diagonal siding.
- h. Natural rock building walls.
- i. Concrete block screen at pool painted orange.
- j. Tiki-Style statues and stone carvings

E. The City and the Owners desire to enter into this Agreement for the purpose of protecting and preserving the characteristics of historical significance of the Historic Property, in accordance with the State Law; to help preserve the Palm Springs community's own unique civic identity and character; and to qualify the Historic Property for an assessment of valuation pursuant to Revenue and Taxation Code Section 439.2 and any corresponding adjustment in property taxes resulting therefrom.

AGREEMENT

NOW, THEREFORE, the City and the Owner, in consideration of the mutual covenants and conditions set forth herein, agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on January 13, 2016 ("Effective Date") and shall remain in effect for a minimum term of ten (10) years thereafter. Each year upon the anniversary of the Effective Date ("Renewal Date"), an additional one (1) year shall automatically be added to the remaining term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 2 of this Agreement.

2. Non-Renewal and Cancellation. If either the Owner or the City desire in any year not to renew this Agreement, the Owner or the City shall serve a written notice of nonrenewal upon the party in advance of the Renewal Date ("Notice of Nonrenewal"). The Notice of Nonrenewal shall be effective only if served by the Owner upon the City at least ninety (90) days prior to the Renewal Date, or if served by the City upon the Owner, the Notice of Nonrenewal shall be effective only if served upon the Owner at least sixty (60) days prior to the Renewal Date. If either the City or the Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining from the last Renewal Date (or from the Effective Date if no Renewal Date has yet occurred).

3. Owner Protest of City Nonrenewal. Within fifteen (15) days of the Owner's receipt of the Notice of Nonrenewal from the City, the Owner may file with the City a written protest of the Notice of Nonrenewal. Upon receipt of the written protest, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. The Owner may furnish the City Council with any information which Owner deem relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

4. Maintenance Standards for the Property. During the term of this Agreement, the Property shall be subject to the following conditions, requirements, and restrictions:

- 4.1 The Owner shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Property. Attached to this Agreement as Exhibit "B", is a list of the minimum standards and conditions for maintenance, use, protection, and preservation of the Historic Property, which shall apply to the Historic Property. The Owner shall comply with these minimum standards throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City Code, and shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical and cultural significance.
- 4.2 The Owner shall, where necessary, repair, maintain, restore, and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, Secretary of the Interior's Standards for the Treatment of Historic Properties, the State Historical Building Code, and the City of Palm Springs. The condition of the interior and exterior of the Historic Property on the effective date of this Agreement is documented in photographs attached as Exhibit "C" to this Agreement. At a minimum, Owner shall continually maintain the exterior of the Historic Property in the same condition as documented in Exhibit "C."
- 4.3 The Owner shall carry out specific restoration, repair, maintenance, and/or rehabilitation projects on the Historic Property, as outlined in the attached Exhibit "D" to this Agreement. All such projects shall be undertaken and completed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preservation, Restoration and/or Rehabilitation and the City Codes and all applicable design guidelines.
- 4.4 The Owner shall not be permitted to block the view corridor with any new structure, such as walls, fences, or shrubbery, so as to prevent the viewing of the Historic Property from the public right-of-way.

5. Interior and Exterior Inspections. Prior to the approval, execution, and recordation of this Agreement, and every five years thereafter, the City Manager of the City or the City Manager's designee (the "City Manager") shall inspect the interior and exterior of the premises to determine the Owner's compliance with the terms and provisions of this Agreement.

6. Provision of Information of Compliance. The Owner shall furnish the City Manager with any and all information requested by the City Manager, which the City Manager deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement.

7. Breach of Agreement; Remedies.

- 7.1 If the Owner breaches any provision of this Agreement, the City Manager may give written notice to the Owner by registered or certified mail detailing the Owner's violations. If such violation is not corrected to the reasonable satisfaction of the City Manager within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within

thirty (30) days and thereafter diligently pursued to completion), the City Manager may, without further notice, declare THE Owner to be in breach of this Agreement. Upon the City Manager's declaration of the Owner's breach, the City Manager may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.

- 7.2 The City Council may cancel this Agreement if the City Council determines, following a duly noticed public hearing in accordance with California Government Code section 50286, that the Owner breached any of the conditions of the Agreement, the Owner allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property, or the Owner failed to maintain and preserve the Historic Property in accordance with the terms of this Agreement. If this Agreement is cancelled, under this paragraph, the Owner shall pay a cancellation fee to the Office of the Auditor for the County of Riverside as required by California Government Code Section 50286.
- 7.3 As an alternative to cancellation of this Agreement for the Owner's breach of any condition, the City Manager may bring an action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

8. Destruction of Property; Eminent Domain; Cancellation. If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

9. Waiver. The City does not waive any claim of default by the Owner if the City or the City Manager does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by the City or the City Manager of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

10. Binding Effect of Agreement. The Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. The City and the Owner hereby declare their specific intent that the covenants, conditions, and restrictions set forth in this Agreement shall be deemed covenants running with the land and shall inure to and be binding upon the Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument herein after executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

11. Covenants Run with the Land. The City and the Owner hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth in this agreement touch and concern the land in that it restricts development of the Historic Property. The City and the Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historical characteristics and significance of the Historic Property for the benefit of the public, the City, and the Owner.

12. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

City: City of Palm Springs
Office of the City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92263

Owners: Robert P. Schaffer
Alan L. Pass
18 Ford Street
San Francisco, CA 94114

HOA: Royal Hawaiian Estates
Darren Lepke, Royal Hawaiian Estates HOA President

13. Effect of Agreement. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions, or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

14. Indemnity of City. The Owner shall defend, indemnify, and hold harmless the City and its elected officials, officers, agents, and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Historic Property by the Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) the Owner's activities in connection with the Historic Property; and (iii) any restrictions on the use or development of the Historic Property, from application or enforcement of the City Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. The Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its elected officials, employees, or agents.

15. Binding Upon Successors. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

16. Legal Costs. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

17. Severability. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.

18. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Riverside. In the event the City fails to record this Agreement as provided in this Section, the Owner or agent of an owner shall record this Agreement with Riverside County within six (6) months of entering into the Agreement and shall file and submit a conformed copy of this Agreement with the City Clerk promptly after recordation.

19. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

20. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

21. No Compensation. The Owner shall not receive any payment from the City in consideration of the obligations imposed under this Agreement. The Owner and the City acknowledge and agree that the primary consideration to the City for the execution of this Agreement is the substantial benefit to the citizens of Palm Springs accruing from the rehabilitation and maintenance of the Property, and the primary consideration to the Owner is the economic advantage that will accrue to the Owner as a result of the possible effect upon the assessed value of the Property of the restrictions on the use and preservation of the Property imposed hereunder. The Owner acknowledges that it is not guaranteed to receive a reduction of property taxes as a result of this Agreement.

IN WITNESS WHEREOF, the City and the Owner have executed this Agreement on the day and year first written above.

CITY OF PALM SPRINGS,
a municipal corporation

Dated: _____

By: _____
City Manager: David H. Ready

APPROVED AS TO FORM:

ATTEST:

City Attorney: Douglas Holland

City Clerk: James Thompson

Dated: _____

By: _____
Owner: Robert P. Schaffer

Dated: _____

By: _____
Owner: Alan L. Pass

Dated: _____

By: _____
Darren Lepke, President
Homeowners Association (Representative)

EXHIBIT A
LEGAL DESCRIPTION

Parcel ID Number: 511-070-015-6 which currently has the address of 235 E Twin Palms Drive Unit 28 [Street] PALM SPRINGS [City], California 92264 [Zip Code] ("Property Address")

PARCEL NO. 28 AND AN UNDIVIDED 1/40TH INTEREST IN PARCEL NO. 41, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 32, PAGE 69 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY.

(Aerial photo of the property and tract map are on file in the Planning Services Department of the City of Palm Springs, California at 3200 Tahquitz Canyon Way, Palm Springs, CA 92262)

EXHIBIT B

MAINTENANCE STANDARDS

(Section 4.1)

All structures, walls, water features, landscaping and any other improvements associated with the parcel that is the subject of this Mills Act Historic Property Preservation Agreement ("Agreement") shall be maintained in good condition throughout the term of this agreement.

All nuisances as defined in Title 11 "Peace, Morals and Safety" of the Palm Springs Municipal Code that occur or develop on the subject parcel shall be abated in a timely manner and to the satisfaction of the City Manager or his designee.

All structures, walls, water features, landscaping and any other improvements associated with the parcel that is the subject of this Agreement that are part of the historic character-defining features of the property shall be maintained as outlined in the Secretary of the Interior Standards for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995 Weeks and Grimmer)

EXHIBIT C

**EXISTING CONDITIONS
(Section 4.2)**

(Aerial photo of the property and tract map are on file in the Planning Services Department of the City of Palm Springs, California at 3200 Tahquitz Canyon Way, Palm Springs, CA 92262)

EXHIBIT D
SPECIFIC PROJECTS
(Section 4.3)

(Aerial photo of the property and tract map are on file in the Planning Services Department of the City of Palm Springs, California at 3200 Tahquitz Canyon Way, Palm Springs, CA 92262)

RECEIVED

JUN 08 2015

PLANNING SERVICES
DEPARTMENT

Robert P. Schaffer
Alan L. Pass
18 Ford Street
San Francisco, CA 94114
robertschaffer8@gmail.com
(c) 415-370-6246
(h) 415-431-7291

May 18, 2015

Mr. Flinn Fagg
Department of Planning
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Dear Mr. Fagg:

We are the owners of 235 E. Twin Palms Drive, Palm Springs, CA 92264 which is located in the Royal Hawaiian Estates Historic District (1774 South Palm Canyon Drive). The Royal Hawaiian Estates became a Class 1 Historic District in February 2010.

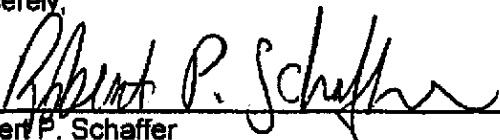
We are writing today to apply for the Mills Act Tax Abatement Program. Enclosed is our check for \$824.00 to begin the application process.

Through the Mills Act economic incentives, we look forward to performing ongoing restoration and preservation of our historic Donald Wexler midcentury tiki-modern property.

If you have any questions or need additional information, you may contact us at robertschaffer8@gmail.com or (415) 370-6246. Please ensure any correspondence by USPS mail is sent to our San Francisco address shown above.

Thank you for your help in this process.

Sincerely,



Robert P. Schaffer



Alan L. Pass

MOR -

Richard Bruno
City of Palm Springs
Department of Planning and Development Services

August 24, 2015

Richard-

Please accept this formal letter of intent and agreement for the Royal Hawaiian Estates HOA to be a signing participant of the Mills Act Contract Agreement with owner, Alan Pass, of 235 E Twin Palms Drive, Palm Springs, CA 92264.

In regards to Unit 235, it has many original features that have been preserved on the interior and exterior. The owners of this unit are showing great pride of ownership at the Royal Hawaiian Estates and are planning to further invest in items in need of restoration and repair in accordance with the original design intent of Architects Donald Wexler and Richard Harrison.

Sincerely,

A handwritten signature in black ink, appearing to read "Darren Lepke". The signature is fluid and cursive, with a long horizontal stroke at the end.

Darren Lepke
Royal Hawaiian Estates HOA President 2015

CITY COUNCIL ACTION SUMMARY
WEDNESDAY, FEBRUARY 3, 2010

CALL TO ORDER: 6:06 p.m.

~~ROLL CALL: All Present~~

REPORT OF CLOSED SESSION:

ACTION: 1) Make the finding that the Item came to the attention of the City after the posting of Agenda, and there is an immediate need to hear and/or take action on the Item; and 2) Add the following Item to the Closed Session Agenda: Government Code Section 54956.8 Conference with Real Property Negotiator for the property described as El Dorado Pains Estates, Negotiating Parties El Dorado Palm Springs Ltd., City Negotiator, David Ready, City Manager or Designee, to discuss price and terms of purchase. **Motion Councilmember Mills, seconded by Councilmember Foat and unanimously carried (5-0).**

City Attorney Holland stated that the City Council recessed into Closed Session to discuss Items on the posted Closed Session Agenda. City Attorney Holland reported the City Council provided direction to the City Attorney on the Property Negotiations with El Dorado Palm Springs Ltd., otherwise no reportable actions were taken.

ACCEPTANCE OF THE AGENDA:

City Clerk Thompson requested the City Council delete the extension of the Subdivision Improvement Agreement with Palomino TTM 33577, on Item 2.J.

Councilmember Foat requested Item 2.J. be removed from the Consent Calendar for separate discussion.

Councilmember Mills stated he has a business related conflict of interest with respect to Consent Calendar Item 2.J., and would not participate in the discussion or the vote.

Mayor Pro Tem Hutcheson requested Item 2.L. be removed from the Consent Calendar for separate discussion.

Councilmember Weigel stated he has a property related conflict of interest with respect to the Alta Subdivision Improvement Agreement on Item 2.J. and would abstain on that extension.

Mayor Pougnet requested Item 2.F. be removed from the Consent Calendar for separate discussion.

ACTION: Accept the Agenda as amended. **Motion Councilmember Weigel, seconded by Councilmember Foat and unanimously carried on a roll call vote.**

1. PUBLIC HEARINGS:

1.A. DESIGNATION OF THE ROYAL HAWAIIAN ESTATES CONDOMINIUM LOCATED AT 1774 SOUTH PALM CANYON DRIVE AS A HISTORIC DISTRICT (CASE HSPB 73 / HD 2):

ACTION: Adopt Resolution No. 22657, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA,

ESTABLISHING HISTORIC DISTRICT NO. 2, AT THE ROYAL HAWAIIAN ESTATES CONDOMINIUMS LOCATED AT 1774 SOUTH PALM CANYON DRIVE." **Motion Councilmember Foat, seconded by Mayor Pro Tem Hutcheson and carried 4-1 on a roll call vote.**

AYES: Councilmember Foat, Councilmember Weigel, Mayor Pro Tem Hutcheson, and Mayor Pougnet.

NOES: Councilmember Mills.

1.B. DESIGNATION OF THE SINGLE FAMILY DWELLING AT 1070 EAST APACHE ROAD AS A CLASS 1 HISTORIC SITE (CASE HSPB 74):

ACTION: Adopt Resolution No. 22658, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, DESIGNATING THE SINGLE FAMILY DWELLING AT 1070 EAST APACHE ROAD, A CLASS ONE HISTORIC SITE." **Motion Mayor Pro Tem Hutcheson, seconded by Councilmember Foat and unanimously carried on a roll call vote.**

2. CONSENT CALENDAR:

ACTION: Approve Items 2.A., 2.B., 2.C., 2.D., 2.E., 2.G., 2.H., 2.I., 2.K., 2.M., 2.N., and 2.P. **Motion Mayor Pro Tem Hutcheson, seconded by Councilmember Weigel and unanimously carried on a roll call vote.**

2.A. REPORT ON POSTING OF THE AGENDA:

ACTION: Receive and file Report on the Posting of the February 3, 2010, City Council Agenda. **Approved as part of the Consent Calendar.**

2.B. APPROVAL OF MINUTES:

ACTION: Approve the City Council Minutes of January 13, 2010, and the City Council/Community Redevelopment Agency Minutes of January 20, 2010. **Approved as part of the Consent Calendar.**

2.C. APPROVAL OF PAYROLL WARRANTS, CLAIMS AND DEMANDS:

ACTION: 1) Adopt Resolution No. 22659, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING PAYMENT OF CLAIMS AND DEMANDS BY WARRANTS NUMBERED 1039753 THROUGH 1039851, IN THE AGGREGATE AMOUNT OF \$307,227.88, DRAWN ON BANK OF AMERICA;" and 2) Adopt Resolution No. 22660, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING PAYMENT OF CLAIMS AND DEMANDS BY WARRANTS NUMBERED 1039852 THROUGH 1039928, IN THE AGGREGATE AMOUNT OF \$787,919.86, DRAWN ON BANK OF AMERICA;" 3) Adopt Resolution No. 22661, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING PAYMENT OF PAYROLL WARRANTS FOR THE PERIOD ENDED 01-09-10 BY WARRANTS NUMBERED 415340 THROUGH 415380 TOTALING \$100,467.59, LIABILITY CHECKS NUMBERED 1039929 THROUGH 1039949 TOTALING \$138,810.00, FIVE WIRE TRANSFERS FOR \$53,219.88."