

**PUBLIC ARTS COMMISSION  
CITY OF PALM SPRINGS, CALIFORNIA**

# **REGULAR MEETING AGENDA**

**Wednesday  
November 17, 2021**



**5:30 PM**

Tracy Merrigan, Chair  
Shawnda Faveau

Russell Pritchard  
Barrett Newkirk  
Gary Armstrong

Cristina Demiany  
Matthew Lesniak

**Pursuant to Assembly Bill 361, this meeting will be conducted by teleconference and there will be no in-person public access to the meeting location.**

**To join meeting, please use the following link:**

<https://us02web.zoom.us/j/88559480262?pwd=VnFFQ2hvbDIMU2h3SC81WFBQZDh2dz09>

**Meeting ID: 885 5948 0262  
Passcode: 159008**

**Dial by your location: 669 900 6833 US (San Jose); 253 215 8782 US (Tacoma); 346 248 7799 US (Houston); 301 715 8592 US (Washington DC); 312 626 6799 US (Chicago); 929 436 2866 US (New York)**

**Public comment may also be submitted to [jay.virata@palmspringsca.gov](mailto:jay.virata@palmspringsca.gov). Transmittal prior to the meeting is required. Any correspondence received during or after the meeting will be distributed to the Commission and retained for the official record.**

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**A. CALL TO ORDER:**

**B. ROLL CALL:**

**C. ACCEPTANCE OF AGENDA:**

**D. PUBLIC COMMENTS:** This time has been set aside for members of the public to address the Public Arts Commission on items of general interest within the subject matter jurisdiction of the Commission, and agenda items if the member of the public cannot be present later in the meeting at the time the item is heard by the Commission. Additionally, members of the public may address the Commission on each item listed on the posted agenda at the time each item is heard. Although the Public Arts Commission values your comments, pursuant to the Brown Act, it generally cannot take any action on items not listed on the posted agenda. Three (3) minutes are assigned for each speaker.

**E. REMARKS FROM THE CHAIR:**

**F. ITEMS FOR DISCUSSION AND APPROVAL:**

1. Presentation by JevPic on The Fault Line, proposed in the 30x30 show, installed in the “Pit” and now in Brooklyn, NY.
2. Presentation by Madalina Garza, GL The Very Best Services, social media and website update, Chair Merrigan.
3. Discussion to review temporary artwork as promised under grant programs for temporary art, Chair Merrigan.
  - Create standing subcommittee to survey and review temporary artwork installed 2020-2021 and report recommendations.
  - Request for commissioners for subcommittee.
  - Create inventory of said work in spreadsheet form.
  - Report on recommendations to commission on further steps - transition art to permanent status, return temporary art to artist, report on extant murals/painted works on private structures and all associated costs.
  - Goal to survey, inventory and make recommendations to commission by February 16, 2022.
4. Frank Bogert statue by Raymundo Kobo
  - Request for City Council consideration of a contract with Nail to Nail LLC to conduct an appraisal on the Frank Bogert statue. Appraisal and report may include recommendations on physical removal, storage, reinstallation, siting, site preparation. Contract up to \$1500.00.
  - Schedule Special Meeting for December 8, 2022 to discuss and prepare Commission recommendations regarding the Council directed removal of the Bogert statue.
5. Updates/Reports
  - Parks and Rec Liaison, Gary Armstrong
  - TOT Update
  - Maintenance Subcommittee
  - Measure J grant application proposals
  - Receive requested commission financials for current fiscal year and four prior years
  - Receive update from staff on commission ordinance changes
6. Temporary Art Discussion/Approval
  - Extend expiring Temporary Artworks through February 28, 2022 including WOW, Popsicles and any other artwork due to expire prior to February 28, 2022.
    - Costs to include \$500 monthly fee for WOW re. original contract terms
    - Cost to include Popsicles at fee to be discussed
    - Staff to research any additional expiring artworks to be extended to February 28, 2022
7. Create temporary committee to research mural ordinance changes and present their suggested changes to the commission at the January 19, 2022 meeting.

8. Approve minutes from June 16, 2021 meeting.

**G. REPORT FROM DIRECTOR/STAFF:**

**H. COMMISSIONER COMMENTS:**

**ADJOURNMENT:** The Public Arts Commission will adjourn to a Special Meeting on December 8, 2021, at 5:30 p.m. via teleconference.

It is the intention of the City of Palm Springs to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the Office of the City Clerk, (760) 323-8204, at least 72 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible.

Pursuant to G.C. Section 54957.5(b)(2) the designated office for inspection of records in connection with the meeting is the Office of the City Clerk, City Hall, 3200 E. Tahquitz Canyon Way (760) 323-8204.

**AFFIDAVIT OF POSTING**

I, JAY VIRATA, Community & Economic Development Director for the City of Palm Springs, California, certify this Agenda was posted at or before 5:30 p.m. on November 11, 2021, as required by established policies and procedures.

*/s/ Jay Virata*

\_\_\_\_\_  
Jay Virata, Director  
Community & Economic Development

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Alicia B. Thomas

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Fine arts appraisals & services

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**Nail-to-Nail, LLC**

November 14, 2021

Public Arts Commission  
City of Palm Springs

Dear Commissioners,

Thank you for the opportunity to provide a quote to appraise Raymundo Kobo's *Frank Bogert on Horseback* (Property) for insurance purposes. In completing this appraisal, I will assess the condition of the Property, take detailed images, prepare a description of the Property, research it and submit a written report. In so evaluating the Property, I will principally rely on methods of stylistic analysis, it being understood that scientific testing is outside my particular area of expertise. The Commissioners will provide any factual information about the Property within their knowledge. This includes, but is not limited to, bills of sale, insurance records, auction catalogs, exhibition records, and previous appraisals of the Property.

The appraisal will represent my best judgment and opinion as to the current retail replacement value of the Property. However, the appraisal will not be a statement or representation of fact nor will it be a warranty with respect to authenticity, period of creation, description, genuineness, attribution, provenance, title or condition. The Commissioners agree that I may consult with others in connection with this appraisal.

The associated fees are \$100/hour for inspection, photography and client communication (est. 1 hour) and \$120/hour for appraisal services: research, evaluation and report writing (est. 6 – 8 hours) for a total cost of \$820 - \$1,060.

Please let me know if you have any questions. I thank you for the opportunity to provide you with this quote.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alicia B. Thomas'.

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**Alicia B. Thomas - Appraiser**

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760.534.1618 ♦ aliciabthomas@gmail.com  
321 West Via Sol, Palm springs, CA 92262  
nailtonail.com

**CONSULTING SERVICES AGREEMENT**  
**(PROJECT NAME AND/OR CONSULTANTS NAME)**

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the City of Palm Springs, a California charter city and municipal corporation (“City”), and \_\_\_\_\_, a \_\_\_\_\_, (“Consultant”). City and Consultant are individually referred to as “Party” and are collectively referred to as the “Parties”.

**RECITALS**

- A. City requires the services of a \_\_\_\_\_, for \_\_\_\_\_, (“Project”).
- B. Consultant has submitted to City a proposal to provide \_\_\_\_\_, to City under the terms of this Agreement.
- C. Based on its experience, education, training, and reputation, Consultant is qualified and desires to provide the necessary services to City for the Project.
- D. City desires to retain the services of Consultant for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

**1. CONSULTANT SERVICES**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide \_\_\_\_\_ services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit “A” and incorporated by reference (the “Services” or “Work”). Exhibit "A" includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that the Services shall be performed in a competent, professional, and satisfactory manner consistent with the level of care and skill ordinarily exercised by high quality, experienced, and well qualified members of the profession currently practicing under similar conditions. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

**1.2 Compliance with Law.** Consultant shall comply with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations when performing the Services. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement.

**1.3 Licenses and Permits.** Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement.

**1.4 Familiarity with Work.** By executing this Agreement, Consultant warrants that it has carefully considered how the Work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the Work under this Agreement.

## **2. TIME FOR COMPLETION**

The time for completion of the Services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Neither Party shall be accountable for delays in performance caused by any condition beyond the reasonable control and without the fault or negligence of the non-performing Party. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

## **3. COMPENSATION OF CONSULTANT**

**3.1 Compensation of Consultant.** Consultant shall be compensated and reimbursed for the services rendered under this Agreement in accordance with the schedule of fees set forth in Exhibit "A". The total amount of Compensation shall not exceed \$                     .

**3.2 Method of Payment.** In any month in which Consultant wishes to receive payment, Consultant shall submit to City an invoice for Services rendered prior to the date of the invoice, no later than the first working day of such month, in the form approved by City's finance director. Payments shall be based on the hourly rates set forth in Exhibit "A" for authorized services performed. City shall pay Consultant for all expenses stated in the invoice that are approved by City and consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

**3.3 Changes.** In the event any change or changes in the Scope of Services/Work is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or Work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

**3.4 Appropriations.** This Agreement is subject to, and contingent upon, funds being appropriated by the City Council of City for each fiscal year. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

#### 4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All Services rendered under this Agreement shall be performed under the agreed upon schedule of performance set forth in Exhibit "A." Any time period extension must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of Services to be rendered under this Agreement may be extended because of any delays due to a Force Majeure Event, if Consultant notifies the Contract Officer within ten (10) days of the commencement of the Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority. After Consultant notification, the Contract Officer shall investigate the facts and the extent of any necessary delay and extend the time for performing the Services for the period of the enforced delay when and if, in the Contract Officer's judgment, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. The Consultant will not receive an adjustment to the contract price or any other compensation. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 4.5 of this Agreement, this Agreement shall continue in full force and effect for a period of [REDACTED] (weeks/months), commencing on [REDACTED], 201[REDACTED], and ending on [REDACTED], 201[REDACTED], unless extended by mutual written agreement of the parties.

4.5 Termination Prior to Expiration of Term. City may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all Services except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer after such notice. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services and shall not be entitled to damages or compensation for termination of Work. If the termination is for cause, the City shall have the right to take whatever steps it deems necessary to correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the City's corrective action. Consultant may not terminate this Agreement except for cause upon thirty (30) days written notice to City.

## 5. COORDINATION OF WORK

**5.1 Representative of Consultant.** The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act and make all decisions in its behalf with respect to the specified Services and work: \_\_\_\_\_ (name), \_\_\_\_\_ (title). It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services under this Agreement. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

**5.2 Contract Officer.** The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Consultant shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the Services. Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

**5.3 Prohibition Against Subcontracting or Assignment.** The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Consultant shall not contract with any other individual or entity to perform any Services required under this Agreement without the City's express written approval. In addition, neither this Agreement nor any interest may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement including without limitation the insurance and indemnification requirements. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City.

**5.4 Independent Consultant.** Neither City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the Services required, except as otherwise specified. Consultant shall perform all required Services as an independent Consultant of City and shall not be an employee of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role; however, City shall have the right to review Consultant's work product, result, and advice. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Consultant shall pay all wages, salaries, and other amounts due personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Consultant shall not have any authority to bind City in any manner.

**5.5 Personnel.** Consultant agrees to assign the following individuals to perform the Services in this Agreement. Consultant shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Consultant by providing written notice to Consultant.

Name:

Title:

*(to be inserted)*

*(to be inserted)*

**5.6 California Labor Code Requirements.**

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

B. If the Services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

**6. INSURANCE**

Consultant shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in the attached Exhibit "B", incorporated herein by reference.

**7. INDEMNIFICATION.**

**7.1 Indemnification.** To the fullest extent permitted by law, Consultant shall defend (at Consultant’s sole cost and expense), indemnify, protect, and hold harmless City, its

elected officials, officers, employees, agents, and volunteers (collectively the “Indemnified Parties”), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively “Claims”), including but not limited to Claims arising from injuries to or death of persons (Consultant’s employees included), for damage to property, including property owned by City, for any violation of any federal, state, or local law or ordinance or in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant’s performance of Services or this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the Indemnified Parties. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant’s indemnification obligation or other liability under this Agreement. Consultant’s indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

**7.2 Design Professional Services Indemnification and Reimbursement.** If Consultant’s obligation to defend, indemnify, and/or hold harmless arises out of Consultant’s performance as a “design professional” (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant’s indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant in the performance of the Services or this Agreement, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant’s liability for such claim, including the cost to defend, shall not exceed the Consultant’s proportionate percentage of fault.

## **8. RECORDS AND REPORTS**

**8.1 Reports.** Consultant shall periodically prepare and submit to the Contract Officer reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require.

**8.2 Records.** Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

**8.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of this Agreement shall be the property of City. Consultant shall deliver all above-referenced documents to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials. Consultant may retain copies

of such documents for Consultant's own use. Consultant shall have an unrestricted right to use the concepts embodied in such documents.

**8.4 Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

**8.5 Audit and Inspection of Records.** After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

## **9. ENFORCEMENT OF AGREEMENT**

**9.1 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**9.2 Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

**9.3 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing. No such waiver shall be a waiver of any other default concerning the same or any other provision of this Agreement.

**9.4 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative. The exercise by either Party of one or more of such rights or remedies

shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**9.5 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

**9.6 Attorney Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

## **10. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**10.1 Non-Liability of City Officers and Employees.** No officer or employee of City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

**10.2 Conflict of Interest.** Consultant acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement, nor shall Consultant enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one (1) year thereafter. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

**10.3 Covenant Against Discrimination.** In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin ( *i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a “prohibited basis”). Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City’s lawful capacity to enter this Agreement, and in executing this Agreement, Consultant certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Consultant activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and further, that Consultant is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

## 11. MISCELLANEOUS PROVISIONS

**11.1 Notice.** Any notice, demand, request, consent, approval, or communication that 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. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section. Either Party may change its address by notifying the other Party of the change of address in writing.

**To City:** City of Palm Springs  
Attention: City Manager/ City Clerk  
3200 E. Tahquitz Canyon Way  
Palm Springs, California 92262

**To Consultant:** *(to be inserted)*

**11.2 Integrated Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

**11.3 Amendment.** No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

**11.4 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. 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.

**11.5 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**11.6 Third Party Beneficiary.** Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

**11.7 Recitals.** The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**11.8 Authority.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

**11.9 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF PALM SPRINGS AND [\*\*\*INSERT NAME\*\*\*]**

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

**“CITY”  
City of Palm Springs**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Justin Clifton  
City Manager

**APPROVED AS TO FORM:**

**ATTEST**

By: \_\_\_\_\_  
Jeffrey S. Ballinger,  
City Attorney

By: \_\_\_\_\_  
Anthony Mejia  
City Clerk

Corporations require two signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

**CONSULTANT NAME:**

\_\_\_\_\_

Check one \_\_\_ Individual \_\_\_ Partnership \_\_\_ Corporation

\_\_\_\_\_

Address

\_\_\_\_\_

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

**EXHIBIT “A”  
CONSULTANT’S  
SCOPE OF SERVICES/WORK**

Including,

Schedule of Fees

And

Schedule of Performance

# **EXHIBIT “B”**

## **INSURANCE PROVISIONS**

**Including**

**Verification of Coverage,**

**Sufficiency of Insurers,**

**Errors and Omissions Coverage,**

**Minimum Scope of Insurance,**

**Deductibles and Self-Insured Retentions, and**

**Severability of Interests (Separation of Insureds)**

## INSURANCE

**1. Procurement and Maintenance of Insurance.** Consultant shall procure and maintain public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Consultant's performance under this Agreement. Consultant shall procure and maintain all insurance at its sole cost and expense, in a form and content satisfactory to the City, and submit concurrently with its execution of this Agreement. Consultant shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extensions. Such insurance shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of Services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

**2. Minimum Scope of Insurance.** The minimum amount of insurance required under this Agreement shall be as follows:

A. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;

B. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

C. Professional liability (errors and omissions) insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) annual aggregate is:

\_\_\_\_\_ required

\_\_\_\_\_ is not required;

D. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least one million dollars \$1 million per occurrence. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

**3. Primary Insurance.** For any claims related to this Agreement, Consultant's insurance coverage shall be primary with respect to the City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and

contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

**4. Errors and Omissions Coverage.** If Errors & Omissions Insurance is required, and if Consultant provides claims made professional liability insurance, Consultant shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Consultant's Services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Consultant's Services under this Agreement. Consultant shall also be required to provide evidence to City of the purchase of the required tail insurance or continuation of the professional liability policy.

**5. Sufficiency of Insurers.** Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.

**6. Verification of Coverage.** Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

A. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

B. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

C. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

D. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies.

All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

**7. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or Services under this Agreement. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its elected officials, officers, employees, agents, and volunteers; or (2) Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Consultant guarantees payment of all deductibles and self-insured retentions.

**8. Severability of Interests (Separation of Insureds).** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.



## **HISTORIC SITE PRESERVATION BOARD STAFF REPORT**

DATE: November 2, 2021 NEW BUSINESS

SUBJECT: THE CITY OF PALM SPRINGS, REQUESTING A CERTIFICATE OF APPROPRIATENESS FOR ALTERATIONS TO THE PALM SPRINGS CITY HALL, A CLASS 1 (LANDMARK) HISTORIC SITE LOCATED AT 3200 EAST TAHQUITZ CANYON WAY, (HSPB #33D / CASE 3.3377). (KL)

FROM: Department of Planning Services

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### SUMMARY:

The City Council has determined that it wishes to proceed with the process required to remove the statue of Frank Bogert that is in front of City Hall. City Hall was designated a Class 1 (Landmark) historic site on October 2, 1996. Although the statue, which was installed in 1989, is not part of the defining historic characteristics of the site, its removal constitutes an alteration to a Class 1 historic site and thus requires a Certificate of Appropriateness from the HSPB in order to proceed with the statue's removal.

### RECOMMENDATION:

Grant the certificate of appropriateness allowing removal of the Frank Bogert statue from the front lawn of City Hall and restoration of the turf in the lawn area from which it is removed.

### BACKGROUND:

The Palm Springs City Hall was designed in the Modernist architectural style by a collaborative effort of local architects including Albert Frey, John Porter Clark, and Robson Chambers and was constructed between 1952 and 1956.<sup>1</sup> The buildings' volume and massing reflect the Modernist tenet "form follows function"; in which the various

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<sup>1</sup> Palm Springs City Hall was built in phases, the first between 1952 and 1956, with two large additions at the rear; one in 1956 designed by Clark, Frey & Chambers and one in 1965 designed by Williams, Clark, and Williams. In 1972, another smaller addition was constructed, designed by Williams & Williams for the Emergency Operations Center, and in 1984 a substantial remodeling and another large addition, designed by Williams, Clark & Williams, was added, which included the part of the building presently occupied by Development Services.

elements such as the Council chamber are distinctly different from the administrative office wings reflecting the different functional use of the spaces within.

In 2012, the City Council amended the historic designation to include the open space surrounding the building as a character-defining feature, noting “*the historic designation... is hereby amended to include the structures, features, and land of that portion of APN #502-150-005, bounded by the north edge of the north parking lot and the curb edges along Civic Drive, Tahquitz Canyon Way and El Cielo Road, excepting the landscape plant materials therein...*”. The resolution included the following conditions:

- 1. All future exterior modifications including but not limited to building, site, landscaping, lighting, walls, and fences shall require Architectural Approval pursuant to Section 94.04.00 of the Palm Springs Zoning Ordinance.*
- 2. No permit for the alteration of the interior or exterior of any building, or the steps or entry plaza fronting the main (south) building entries, or the hardscape of the parking lot areas, including any and all of the properties elements and characteristics within the designated area described above shall be issued without prior approval by the Historic Site Preservation Board (HSPB). Modifications to landscape plant materials are exempted from HSPB review.*
- 3. All existing or previously approved alterations shall be considered acceptable.*

Period of Significance. The designating resolutions did not identify the period of significance for City Hall. Although the City Hall was built in phases over several decades, the principal elements that comprise the Council Chamber, the portion of the building fronting Tahquitz Canyon Way and the original north wing, all were constructed between 1952 and 1965. Thus, staff would assert that the period of significance would be the post-World War II period (1945 – 1969) as defined in the Citywide Historic Resource Context Statement (2018, Historic Resources Group). The additions from 1972 comprising the Emergency Operations Center (EOC) and 1984 comprising the Development Services Department offices are more utilitarian in their design and composition and do not possess the same architectural or historic significance of that of the earlier portions of the building.

Character-defining features of the Palm Springs City Hall. The City Council resolutions (#18907 and 23016) did not delineate the character-defining features of the City Hall site other than the aforementioned conditions, which exempted modification to the landscape plant materials from HSPB review.

Staff provides the following list of character-defining features for the Board’s consideration:

1. The Modernist architecture of the building.
2. The asymmetrical composition of the primary façade facing Tahquitz Canyon Way.

3. The configuration and shape of the Council chamber including the round concrete entry porch.
4. The “ribbon windows”, sunscreens and “brise-soleil” along the primary (south) façade.
5. The pigmented unpainted concrete block exterior walls reflecting “common mass-produced materials”.
6. The raised concrete “plinth” and curved concrete steps upon which the original portions of the building are located.
7. The covered entry area with the rectilinear roof with the round opening clad in corrugated metal and fiberglass and aqua-blue ceiling plane.
8. The corrugated metal entry canopy at the west side entrance with aqua-blue ceiling plane finish.
9. The open space around the building as defined above.

Non-character-defining elements:

1. The landscape.
2. The parking lots.
3. The 1972 EOC addition.
4. The 1984 Development Services addition.

Original Conditions – City Hall Site. Historic photos taken shortly after its construction show the grounds and landscape as a simple composition with palm trees and plantings of groundcovers and gently undulating topography. Panels of grass can be seen between the parking lot and the building and around the berms that were planted in groundcover. The photos that follow show the open front lawn of City Hall shortly after its construction. This is the area in which the Bogert statue is located. (Photo Credits: Julius Shulman.)

**BELOW LOOKNG SOUTH FROM THE BULIDING ENTRY.  
(THE BOGERT STATUE WOULD BE LOCATED AT THE LEFT SIDE IN THIS PHOTO)**



**BELOW VIEW LOOKING NORTH & EAST TOWARD THE FRONT OF CITY HALL  
SHOWING GROUNDCOVERS, YOUNG PALM TREES, OCOTILLO & BOULDERS; c. 1956.**



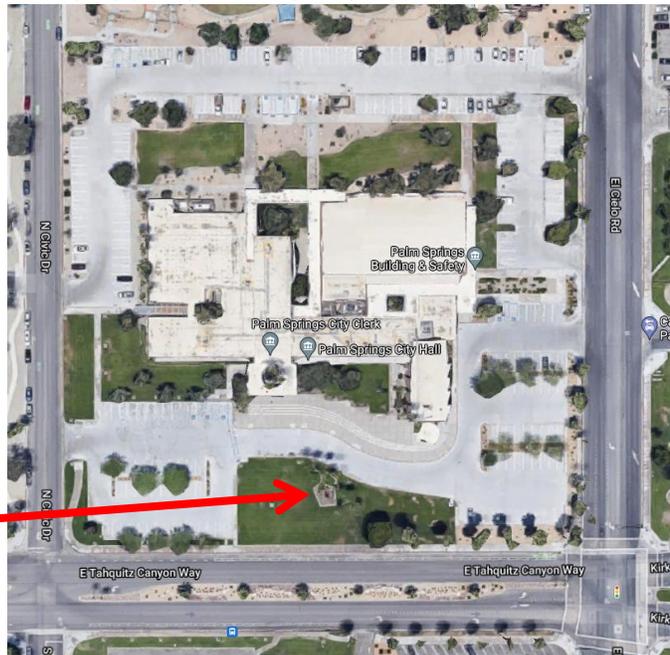
**BELOW LOOKING NORTH & WEST TOWARD THE FRONT OF CITY HALL  
SHOWING THE GRASSY LAWN & ROWS OF MATURE CALIFORNIA FAN PALMS; c. 1956.**



**BELOW VIEW FROM ROUGHLY THE CORNER OF TAHQUITZ CANYON WAY & EL CIELO c. 1956.**



**BELOW SHOWING THE STATUE AND ITS LOCATION IN FRONT OF CITY HALL**



<b><i>Related Relevant City Actions by Planning, Fire, Building, etc...</i></b>	
1952-56 and 1965	Original portions of the building constructed.
1989	Frank Bogert statue placed in the front yard of City Hall.
10-2-96	City Council designated City Hall as a Class 1 Historic Site.
3-7-2012	City Council expanded the Class 1 designation to include the entire parcel on which the building is located.
5-6-2018	The HSPB approved alterations to the Council chamber, specifically the dais.

<b>Neighborhood Meeting/Notification</b>	
10-28-21	Electronic notice sent to neighborhood organizations within a mile of the subject property.

## ANALYSIS

Pursuant to Municipal Code Section 8.05.110 (“*Alteration of Class 1 and Class 2 Historic Resources – Certificate of Appropriateness*”), in considering a Certificate of Appropriateness request, the HSPB shall evaluate the application and make findings for conformance with the following criteria:

1. *That the proposed alteration does not significantly impact or materially impair the character-defining features of the historic resource as listed in the resolution for historic designation, or, where a character-defining feature may be impacted, the proposed alteration minimizes that impact as much as possible;*

Although the designating resolutions do not identify the character-defining features, City Hall’s historic significance is recognized for its Mid-Century Modernist architectural style and its association with architects of significance, its use of common “mass-produced” materials such as unpainted concrete block, corrugated metal and fiberglass, concrete and steel and its “form follows function” massing.

On May 11, 2010, in response to a proposal to impose more parking in the open space in front of City Hall, the City’s Historic Site Preservation Board recommended that the City Council clarify and expand the historic designation to include the entire site. On March 7, 2012, City Council voted to expand the historic designation of City Hall to include the open space on the site bounded by the north edge of the north parking lot, the curb edges along Civic Drive, Tahquitz Canyon Way and El Cielo road, excepting the landscape plant materials therein.

The Bogert statue is located in the open space (lawn area) in front of City Hall. As noted above, the City Hall is historically significant because of its architecture, the architects credited with its design, and because it is a noteworthy example of a civic building from the post-World War II period when Modernist architecture was embraced by the community for its simplicity and forward-thinking aesthetic. There is no mention of the Bogert statue in the analysis of the site that was conducted with the 2010 amended designation, nor in the Council’s resolution approving the amended designation. The Bogert statue was installed around 1989, thus it does not reflect the period of significance of the building and has no historic association with the buildings’ architecture or the architects credited with its design. Therefore, it can be reasonably concluded that the statue is not a character-defining feature of City Hall nor does it contribute to its historic

significance. Removal of the statue will not materially impair the historic character-defining features of the site nor diminish its historic significance.

Evaluation of the statue as a historic resource. The City's Historic Preservation Ordinance (Municipal Code Section 8.05) defines a historic resource as "...any site, structure, building or object... which has been designated Class 1 or Class 2 status, or any identified contributing resource within a City Council-designated historic district." In this case, the Bogert statue has not been granted Class 1 or Class 2 designation and has not been identified as a contributing resource in a Council-designated historic district. The statue itself is not a historic resource and thus is not subject to further evaluation as such. This finding can be affirmatively met.

2. *That the proposed alteration will assist in restoring the historic resource to its original appearance where applicable, or will substantially aid its preservation or enhancement as a historic resource;*

The open space in front of the City Hall building was originally landscaped with turf, groundcovers, ocotillos and palm trees. Two parking lots (still extant) were located at the southeast and southwest corners of the parcel, with a drive aisle connecting them across a broad expanse of landscaped grassy open space. The Bogert statue is located in this landscaped "front yard". The removal of the statue will restore the open space in front of City Hall to its original condition. Removal of the statue will restore the site to more closely resemble the site's condition during its period of significance. Finally, the removal will result in a more unobstructed view of the front façade of City Hall from Tahquitz Canyon Way.

Discussion of significant views. The issue of views of the front of City Hall and its surrounding open space was discussed in the February 15, 2012 City Council staff report beginning on page 3. The report notes on page 5 that "*Monuments, statues, other decorative elements and trees were placed in front of the low-rise buildings; these created a more complicated setting...*" Indeed, these alterations that were made prior to the historic designation of the site complicated and impaired the unobstructed view of City Hall as viewed from the public street. The report goes on to conclude that the accumulation of these objects "... demonstrated that more than views of the building were important to the community." This may have been the general community sentiment prior to the historic designation, however the initiative that was started in 2010 to designate the entire site as historically significant arose from proposed alterations that would have added rows of parked cars across the front of City Hall, thereby further obscuring the clear views of the building from the street. Clearly, after its historic designation, the community's awareness of the importance of the open, unobstructed views of the front of City Hall grew. It was the threat of further obscuring these open views of the front of City Hall that prompted

the City Council to expand and clarify that the significance of the site from a historic perspective lay not only in the building itself, but also in the open space around it that allowed uninterrupted views of the City Hall from the public street. Thus, removal of the statue will substantially aid in the enhancement of the site as a historic resource and this finding can be affirmatively met.

*3. That any additions to the historic resource are consistent with the massing, proportions, materials, and finishes of the existing historic resource, and: (i) can be distinguished from the existing historic resource as may be appropriate; or (ii) are indistinguishable from the historic resource as may be appropriate, and where such alterations are clearly documented in the City’s archival file for the historic resource as being non-original to the historic resource.*

The proposed removal of the statue is not an “addition”. Moreover, removal of the statue will not impact the massing, proportions, materials or finishes of the City Hall building, thus this finding can be affirmatively met.

*4. That, in cases where Federal funds are to be utilized in financing the proposed alterations, the alterations are consistent with the Standards for the Treatment of Historic Properties, as put forth by the U.S. Secretary of the Interior.*

No federal funds are involved in the proposed project. Therefore, this finding is not applicable.

#### CEQA DETERMINATION.

The proposed project is categorically exempt from review under the California Environmental Quality Act (“CEQA”) under CEQA Guidelines section 15331 and section 15061(b)(3).

Under section 15331, also known as “Class 31”, projects that are for the “maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of Interior’s Standards for the Treatment of Historic Properties” (“the Standards”) are exempt from CEQA.

The proposed removal of the statue is consistent with the Standards for restoration of the site. The Standards, beginning on page 118, state that restoration can include removal of features that were introduced onto a site from outside the period of significance. The period of significance for City Hall was the post-World War II period (1945 – 1969). Page 121 of the Standards further states that, in restoring a site, it is recommended that, “*work is included to remove... existing features that do not represent the restoration period.*” (emphasis added.) (Restoration period in this context refers to the period of historic significance.) The Bogert statue was installed around 1989 and thus is not from the period of significance and removal is consistent with the Standards.

The Standards also denote on page 153 that retaining and preserving features that are important from the period of significance is recommended and that “*retaining non-restoration period* (i.e. period of significance) *landscape features is not recommended.*” (emphasis added.) Thus, in considering the findings for a Certificate of Appropriateness, removal of the statue is consistent with the Standards because it will contribute to restoring the City Hall site closer to the original appearance as seen in the vintage photos in this staff report. The statue is not recognized as a historic, character-defining feature of the site and does not meet the definition of a historic resource; thus its removal is consistent with the Standards. As such, removal is exempt from CEQA under CEQA Guidelines section 15331.

Under section 15061(b)(3), an activity is not subject to CEQA if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.”

Removal of the statue will not have a significant effect on the environment. It is estimated that removal of the statue can be accomplished in two days with a standard truck-mounted articulating or “knuckleboom” hydraulic crane loading it onto a conventional heavy duty flatbed truck. The stones around the concrete base can be disassembled and the concrete broken up and hauled away for recycling. The actual lifting of a statue of this relatively small size onto a truck can likely be accomplished in a matter of hours and thus any noise or vehicle emissions while the trucks are on site are brief, periodic and insignificant. Furthermore, removal of the statue is not anticipated to have any impact on vehicular trips to or from City Hall and thus other than the temporary parking of the crane and truck to lift the statue off the site, no impact on transportation is expected.

Under CEQA Guidelines section 15300.2, a categorical exemption (such as in Guidelines section 15331) may not be used if specific exceptions circumstances exist with respect to the proposed project. None of the exceptions apply here, as explained below.

1. Location exception (CEQA Guidelines section 15300.2(a)): This exception only applies to class 3, 4, 5, 6 and 11 exemptions, none of which are being utilized here.
2. Cumulative impact exception (CEQA Guidelines section 15300.2(b)): This exception only applies if there are successive projects of the same type in the same place over time that have a significant cumulative impact. Here, there are no other similar restoration projects proposed for the City Hall building and thus no successive projects of the same type in the same place.
3. Unusual circumstances exception (CEQA Guidelines section 15300.2(c)): This exception only applies if there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. This exception does not apply because as explained above, there is no possibility that the proposed activity will have a significant effect on the environment and because there are no unusual circumstances related to the removal of the statue.
4. Scenic highway exception (CEQA Guidelines section 15300.2(d)): The scenic highway exception only applies if the project may result in damage to scenic

resources within a highway officially designated as a state scenic highway. This exception does not apply because the statue is not located within a highway that is officially designated as a state scenic highway. Tahquitz Canyon Way is identified in the City's General Plan as an "enhanced transportation corridor" because it provides views of the San Jacinto Mountains and is developed with landscaped medians and street trees, however it is not a designated state scenic highway.

5. Hazardous waste site exception (CEQA Guidelines section 15300.2(e)): This exception only applies to projects located on sites that are identified on the Cortese list of hazardous waste sites. This section does not apply because the project site is not included on any list of hazardous waste sites.

Historical resources exception (CEQA Guidelines section 15300.2(f)): The historical resources exception states that a categorical exemption may not be used if it would cause a substantial adverse change in the significance of a historical resource. This exception does not apply because, as explained above, the statue is not itself a historic resource, and because as also explained above, removal of the statue is consistent with the Standards and will bring the City Hall closer to its original appearance during the period of significance.

#### CONCLUSION:

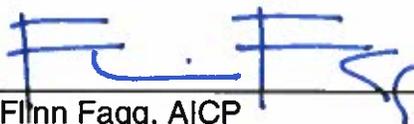
The statue of Frank Bogert was placed in the front yard of City Hall in 1989. The statue is not a character-defining feature of the building or site. It does not reflect the period of significance when the City Hall was designed and built. The statue itself does not meet the definition of a historic resource. Its removal will enhance the visibility of the front of City Hall and assist in returning the appearance of the City Hall site to the way it appeared during the period of significance shortly after its completion in 1965.

Staff recommends approval of a certificate of appropriateness for the proposed removal of the statue.



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Ken Lyon, RA  
Associate Planner  
Historic Preservation Officer



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Flnn Fagg, AICP  
Development Services Director

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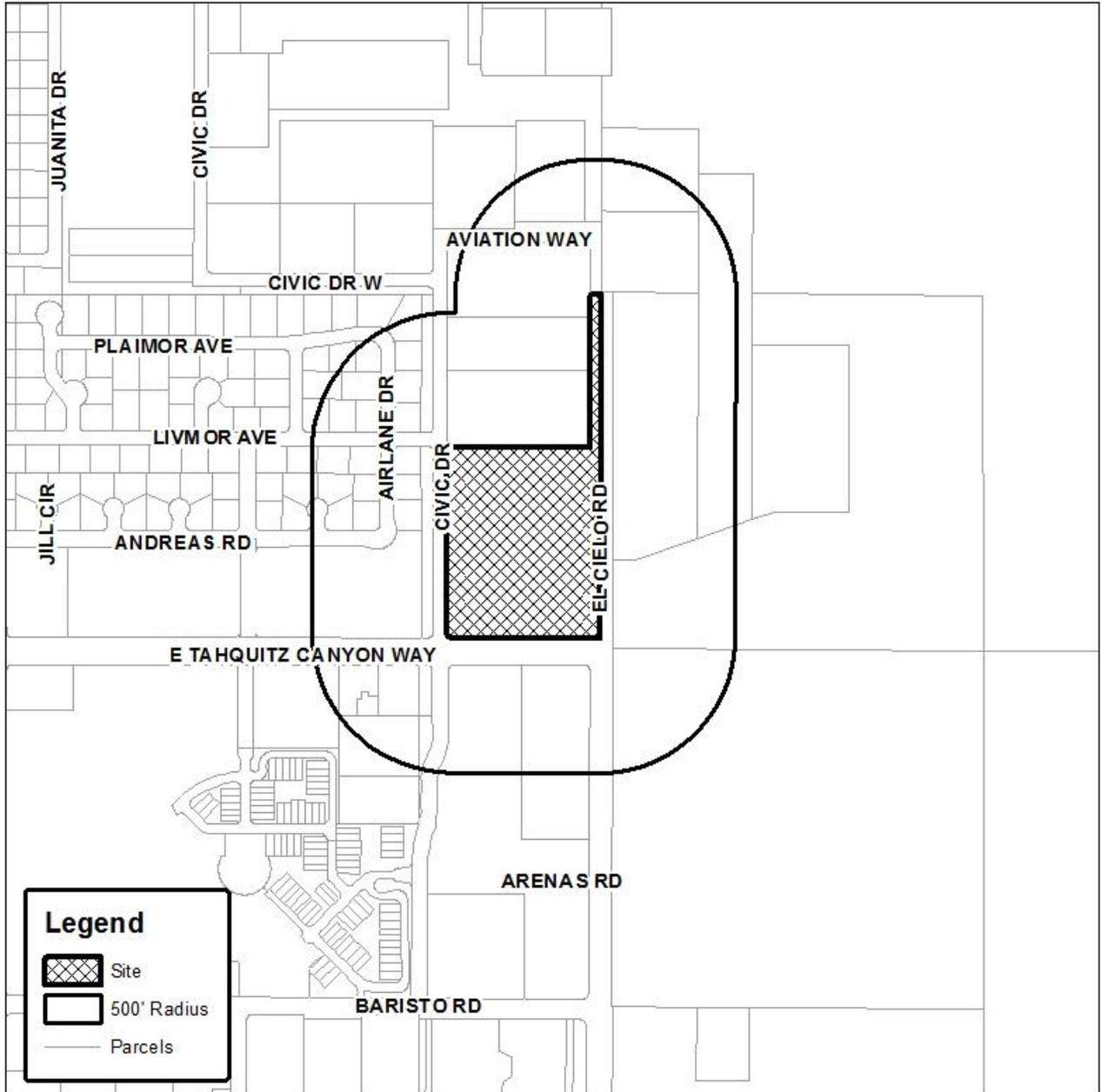
Jeff Ballinger, City Attorney

#### ATTACHMENTS:

1. Vicinity Map
2. City Council Resolutions #18907 and 23016.
3. Excerpt of City Council minutes dated February 15, 2012.



# Department of Planning Services Vicinity Map



CITY OF PALM SPRINGS

Recorded  
10-8-96  
# 38625

RESOLUTION NO. 18907

OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS,  
CALIFORNIA, DESIGNATING THE FREY HOUSE II, THE  
VALLEY STATION OF THE PALM SPRINGS AERIAL  
TRAMWAY, THE LOEWY HOUSE, PALM SPRINGS CITY  
HALL, AND THE CAREY-PIROZZI HOUSE AS CLASS 1  
HISTORIC SITES.

\* \* \* \* \*

WHEREAS the Frey House II, the Valley Station of the Palm Springs Aerial Tramway, the Loewy House, Palm Springs City Hall, and the Carey House have contributed substantially to the historic architectural diversity of the City of Palm Springs; and

WHEREAS the Frey House II, the Valley Station of the Palm Springs Aerial Tramway, the Loewy House, Palm Springs City Hall, and the Carey-Pirozzi House have long been landmarks of the City of Palm Springs for residents, architectural students and visitors; and

WHEREAS the Frey House II, the Valley Station of the Palm Springs Aerial Tramway, the Loewy House, Palm Springs City Hall, and the Carey-Pirozzi House together constitute a significant portion of a body of work designed by the architect Albert Frey, FAIA, along with various partners; and

WHEREAS the life and work of Albert Frey, FAIA, has been well-documented, and his work is recognized world-wide as significant toward the development of the International style and other modern movements of architecture, especially as he adapted such styles and movements to the local environment; and

WHEREAS the Palm Springs General Plan provides for the long-term preservation of significant architectural and historic buildings; and

WHEREAS Chapter 8.05 of the Palm Springs Municipal Code provides for the designation of sites with architectural and historic significance; and

WHEREAS on September 10, 1996, the Historic Site Preservation Board held a public hearing to recommend the designation of the Frey House II, the Valley Station of the Palm Springs Aerial Tramway, the Loewy House, Palm Springs City Hall, and the Carey-Pirozzi House as historic sites and unanimously recommends to the City Council designation of said properties as Class 1 Historic Sites; and

WHEREAS the City Council concurs in the recommendation of the Historic Site Preservation Board regarding the architectural and historic value of the Frey House II, the Valley Station of the Palm Springs Aerial Tramway, the Loewy House, Palm Springs City Hall, and the Carey-Pirozzi House; and

WHEREAS the designation of the Frey House II, the Valley Station of the Palm Springs Aerial Tramway, the Loewy House, Palm Springs City Hall, and the Carey-Pirozzi House shall further the purposes and intent of the General Plan and Chapter 8.05 of the Palm Springs Municipal Code; and

WHEREAS the designation of the Frey House II, the Valley Station of the Palm Springs Aerial Tramway, the Loewy House, Palm Springs City Hall, and the Carey-Pirozzi House shall promote the sensitive preservation and restoration of said sites.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Springs, California, as follows:

- Section 1. The Frey House II, the Valley Station of the Palm Springs Aerial Tramway, the Loewy House, Palm Springs City Hall, and the Carey House were constructed during the period 1946-1965 and have since contributed to the historic architectural diversity of the City of Palm Springs.
- Section 2. The Frey House II, the Valley Station of the Palm Springs Aerial Tramway, the Loewy House, Palm Springs City Hall, and the Carey House are excellent examples of the Modern architectural movement in the City of Palm Springs as designed and adapted by the renowned architect Albert Frey, FAIA.
- Section 3.
- a. The Frey House II, owned by Albert Frey ("Owner"), and located at 686 Palisades Dr., shall be designated as a Class 1 Historic Site pursuant to Chapter 8.05 of the Palm Springs Municipal Code. The site is located on Lot 10, and a portion of Lot 8, of Palm Springs Palisades, M/B 19/23, Riverside County, California; APN 513-110-020.
  - b. The Valley Station of the Palm Springs Aerial Tramway, owned by Mount San Jacinto Winter Park ("Owner"), and located at the westerly terminus of Tram Way, shall be designated as a Class 1 Historic Site pursuant to Chapter 8.05 of the Palm Springs Municipal Code. The site is located on a portion of Sec. 7, T.4S., R.4.E., Riverside County, California; APN 505-020-012.
  - c. The Loewy House, owned by James Gaudineer ("Owner"), and located at 600 Panorama Rd., shall be designated as a Class 1 Historic Site pursuant to Chapter 8.05 of the Palm Springs Municipal Code. The site is located on a portion of the SW1/4 SE1/4 of Section 3, T.4S., R.4E., Riverside County, California; APN 504-292-014.
  - d. Palm Springs City Hall, owned by the City of Palm Springs ("Owner"), and located at 3200 E. Tahquitz Canyon Way, shall be designated as a Class 1 Historic Site pursuant to Chapter 8.05 of the Palm Springs Municipal Code. The site is located on Lot 16 of Palm Valley Colony Lands, MB 14/652, San Diego County, California; APN 502-150-005.
  - e. The Carey-Pirozzi House, owned by Vincent & Karen Pirozzi ("Owners"), and located at 651 W. Via Escuela, shall be designated as a Class 1 Historic Site pursuant to Chapter 8.05 of the Palm Springs Municipal Code. The site is located on Parcel 1, R/S 27/75, Riverside County, California; APN 504-193-002.
- Section 4. No permits for the exterior alteration to the Frey House II, the Valley Station of the Palm Springs Aerial Tramway, the Loewy House, Palm Springs City Hall, and the Carey-Pirozzi House shall be granted without the prior approval of the Historic Site Preservation Board and/or the City Council, pursuant to Chapter 8.05 of the Palm Springs Municipal Code; approved alterations shall maintain the historic architectural integrity of the building.
- Section 5. The Owners shall permit the City to demark the Frey House II, the Valley Station of the Palm Springs Aerial Tramway, the Loewy House, Palm Springs City Hall, and the Carey-Pirozzi House as historic sites with a plaque of the City's choosing.
- Section 6. This resolution, and the historic designation put in place by it, shall not affect title to the subject properties.

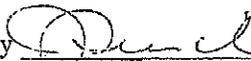
Section 7. The City Council hereby directs the City Clerk to submit this resolution to the county recorder for recordation within 90 days of the effective date of this resolution.

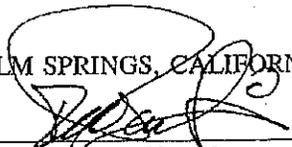
ADOPTED this 2nd day of October, 1996.

AYES: Members Barnes, Hodges, Oden, Spurgin and Mayor Kleindienst  
NOES: None  
ABSENT: None

ATTEST:

CITY OF PALM SPRINGS, CALIFORNIA

By   
City Clerk

  
City Manager

REVIEWED & APPROVED: 

## RESOLUTION NO. 23106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, AMENDING THE CLASS 1 HISTORIC DESIGNATION OF THE PALM SPRINGS CITY HALL TO INCLUDE THE STRUCTURES, FEATURES AND LAND OF THAT PORTION OF APN NO. 502-150-005 BOUNDED BY THE NORTH EDGE OF THE NORTH PARKING LOT AND THE CURB EDGES ALONG CIVIC DRIVE, TAHQUITZ CANYON WAY AND EL CIELO ROAD, EXCEPTING THE LANDSCAPE PLANT MATERIALS THEREIN.

The City Council of the City of Palm Springs, California finds:

A. Chapter 8.05 of the Palm Springs Municipal Code allows for the designation of historic sites.

B. On October 2, 1996, the City Council adopted Resolution No. 18907 adopting a historic designation, Class 1 for the Palm Springs City Hall building, including express restrictions on the City Hall building, but did not include express restrictions or limitations on the surrounding grounds and ancillary facilities or improvements.

C. On May 11, 2010, the Historic Site Preservation Board conducted a public hearing in accordance with applicable law and voted to recommend amending the existing Class 1 historic designation of the Palm Springs City Hall to expressly include the entire site in the historic designation.

D. The designation of the entire site or portions of the Palm Springs City Hall site would further the purpose and intent of Chapter 8.05 of the Palm Springs Municipal Code.

E. The designation of specific portions of the entire site of the Palm Springs City Hall shall promote the sensitive preservation of the Palm Springs City Hall site.

F. The City Council has reviewed and considered all of the evidence in connection with the designation, including but not limited to the staff report, application, and historical research, all written and oral testimony presented, and notes and reaffirms the following:

1. The lands and features surrounding the Palm Springs City Hall embody the distinctive characteristics of a type, period, or method of construction, because the steps and plaza, as a base or "plinth," reconcile the distinctive characteristics of the mid-century modern style with the traditional design of a public building.

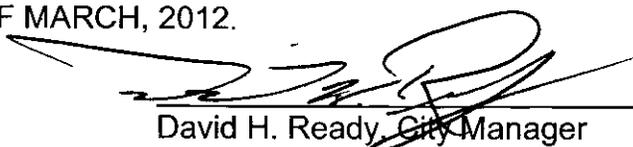
2. The building, lands, and features surrounding the Palm Springs City Hall include the work of a master builder, designer, artist, or architect whose individual genius influenced his age; because the development of the Palm Springs City Hall is part of Albert Frey's design plan for the property; the life and work of Albert Frey has been well-documented; and his work is recognized world-wide as significant toward the development of the modern movements of architecture, especially as he adapted such styles and movements to the local environment.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS RESOLVE:

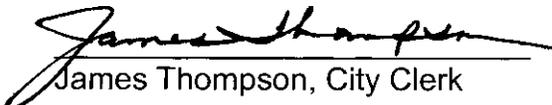
SECTION 1. The Class 1 historic designation for the Palm Springs City Hall is hereby amended to include the structures, features, and land of that portion of APN No. 502-150-005 bounded by the north edge of the north parking lot and the curb edges along Civic Drive, Tahquitz Canyon Way, and El Cielo Road, excepting the landscape plant materials therein, subject to the following conditions:

1. All future exterior modifications including but not limited to building, site, landscaping, lighting, walls, and fences shall require Architectural Approval pursuant to Section 94.04.00 of the Palm Springs Zoning Ordinance.
2. No permit for the alteration of the interior or exterior of any building, or the steps or entry plaza fronting the main (south) building entries, or the hardscape of the parking lot areas, including any and all of the properties elements and characteristics within the designated area described above shall be issued without prior approval by the Historic Site Preservation Board (HSPB) as provided in Chapter 8.05 of the Palm Springs Municipal Code. Modifications to landscape plant materials are exempted from HSPB review.
3. All existing or previously approved or installed alterations or improvements shall be considered acceptable and consistent with the requirements of Chapter 8.05 of the Palm Springs Municipal Code.

ADOPTED THIS 7TH DAY OF MARCH, 2012.

  
David H. Ready, City Manager

ATTEST:

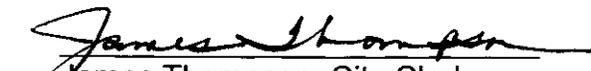
  
James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF PALM SPRINGS )

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. 23106 is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on March 7, 2012, by the following vote:

AYES: Councilmember Hutcheson, Councilmember Lewin, Mayor Pro Tem Foat,  
and Mayor Pougnet.  
NOES: Councilmember Mills.  
ABSENT: None.  
ABSTAIN: None.

  
James Thompson, City Clerk  
City of Palm Springs, California



# City of Palm Springs

## Office of the City Clerk

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262  
Tel: 760.323.8204 • Fax: 760.322.8332 • TDD 760.864.9527 • [www.palmspringsca.gov](http://www.palmspringsca.gov)

### ACTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA

Council Meeting Date: February 15, 2012

Councilmembers Present: Councilmembers Hutcheson, Lewin, Mills, Mayor Pro Tem Foat, and Mayor Pougnet.

Councilmembers Absent: None.

Agenda Item No. Public Hearing, Item No. 1A

**PROPOSED AMENDMENT TO AN EXISTING CLASS 1 HISTORIC DESIGNATION FOR PALM SPRINGS CITY HALL TO DENY THE HISTORIC SITE PRESERVATION BOARD'S REQUEST TO INCLUDE SITE PARKING AND LANDSCAPE AREAS, AND AMENDING THE DESIGNATION TO INCLUDE THE CONCRETE PLAZA, LOCATED AT 3200 EAST TAHQUITZ CANYON WAY, AS A CLASS 1 HISTORIC SITE (HSPB 33)**

Craig Ewing, Director of Planning Services, provided background information as outlined in the staff report dated February 15, 2012.

Mayor Pro Tem Foat requested staff clarify the process of the staff recommendation as it differs from the Commission.

Councilmember Lewin noted previous actions of the City Council infer the Historic Designation included the entire site.

Mayor Pougnet opened the public hearing, and the following speakers addressed the City Council.

BARBARA MARSHALL, noted the concerns of the Historic Site Preservation Board, noted her frustration with City staff, and requested the City Council return the proposed resolution to the Historic Site Preservation Board for further discussion.

GARY JOHNS, Palm Springs, commented on the background and process to bring this item to the City Council, and requested the City Council support the Planning Commission's recommendation that protects the City Hall site.

RON MARSHALL, referred to a letter submitted by the Palm Springs Preservation Board dated January 13, 2012, and requested the City Council re-affirm the stated intent of the previous City Council designation of the City Hall site.

CHRIS MENRAD, commented on the definition of a Historic Designation and noted recent examples, and requested the City Council clearly define all designations as to the site.

ROBERT STONE, commented on the staff report and noted the report to the Historic Site Preservation Board was omitted from the City Council documents, and stated the current designation includes the entire site.

No further speakers coming forward, the public hearing was closed.

Councilmember Mills commented on the process of developing the ordinance and noted the building and the site were intended to be separate, the City Council indicated to staff that only the City Hall building was included in the designation, and stated the parking lot does not warrant the historic designation.

Mayor Pro Tern Foat requested the City Council re-affirm Resolution No. 18907, and confirm for all the properties addressed in Resolution No. 18907 the Class 1 designation include the entire site.

Councilmember Hutcheson stated the City Council and community would benefit from the Historic Site Preservation Board review, discussion, and recommendations on any modifications to City Hall, and stated the entire site should be considered a Class 1 designation.

Councilmember Lewin stated the current language is not ambiguous, the Ordinance allows both the structure and site, and Resolution No. 18907 includes an APN which includes the entire site.

Councilmember Mills stated all the properties in the Resolution were with support of the property owners, and each property owner should be contacted.

Councilmember Hutcheson stated the City Council resolution was not perfect, and recommended the City Council clean-up the designation to support the entire site.

Mayor Pro Tem Foat recommended the City Council consider the declaring the entire site of Palm Springs City Hall as a Class 1 designation and request staff complete research on the other properties in Resolution No. 18907.

Councilmember Mills requested the City Council define site and if such definition of site includes landscaping and lighting.

Councilmember Lewin stated plantings should not be included in an historic designation.

**ACTION:** 1) Direct staff to prepare a resolution to designate the entire site of City Hall as a Class 1 designation; 2) Direct staff to prepare an amendment to Resolution No. 18907 for the properties designated Class 1 by Resolution No. 18907; and 3) Direct staff to notice all current property owners for all properties in Resolution No. 18907. **Motion Mayor Pro Tem Foat, seconded by Councilmember Lewin and carried 4-1 on a roll call vote.**

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

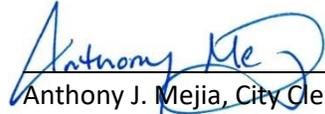
**NOES:** Councilmember Mills.

Councilmember Mills stated his no vote was not against the structure nor the hard-scape, but feels the parking lot was never considered historic nor should it be for the future.

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    ) SS.  
CITY OF PALM SPRINGS     )

I, ANTHONY J. MEJIA, City Clerk of the City of Palm Springs, California, do hereby certify the foregoing to be the official action taken by the City Council at the above meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 28<sup>th</sup> day of October 2021.



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Anthony J. Mejia, City Clerk  
City of Palm Springs, California

**Agenda Item F4.**  
**Additional Information**

Palm Springs City Hall Monument Report– Available at the link below:  
Human Rights Commission

<https://www.palmspringsca.gov/home/showpublisheddocument/80173/637680224144000000>



# CITY OF PALM SPRINGS MEASURE J COMMUNITY INITIATED PROJECTS

Thank you for your interest in using Measure J Funds for your project. To ensure the best outcome for your project, we suggest you read all the information provided in this application packet, prior to completing the form.

## **What is Measure J?**

After extensive public discussion and community input, Measure J was put on the November 8, 2011 ballot to provide a source of local revenue to maintain local community services and economically revitalize the Palm Springs downtown area. Measure J is a one percent sales and use tax added to purchases made in the City of Palm Springs. However, not all purchases are subject to sales tax. For example, food, groceries, prescription medication, and admission charges to theaters, sporting events, and golf courses are not subject to sales tax. The Palm Springs voters approved this measure, that took effect on April 1, 2012 and will sunset at the end of 25 years. For additional information visit [www.PSMmeasureJ.com](http://www.PSMmeasureJ.com).

## **What is the Measure J Commission?**

The City Council adopted an ordinance establishing a Citizen Oversight Commission to oversee and monitor all expenditure and audits of Measure J Funds and make recommendations to the City Council as a part of the City's budget process. The Measure J Commission consists of 9 commissioners and 2 alternates, all of whom are residents of the City of Palm Springs.

## **What are the goals of Measure J funding?**

Measure J funds have paid for projects such as road repairs throughout the City, upgrades to the Police Department building, fire station improvements, restoration of historic buildings like the Welwood Murray Memorial Library, upgrades to park facilities, and the revitalization of Downtown Palm Springs.

## **What are Community Initiated Projects?**

The City Council authorized to set aside \$1 million of Measure J funds for Community Initiated Projects. These projects come to the Measure J Commission from the community at-large for consideration of using Measure J funds to pay for the project.

## **Who can submit a Community Initiated Project?**

Individual citizens, neighborhood organizations, businesses and organizations in Palm Springs can submit a project for consideration. You are strongly encouraged to think about ideas or projects that will enhance the livability and overall quality of life for people who live, work, and play in our City.

## **How are projects selected to be a Measure J - Community Initiated Project?**

Submitted applications will be given a thorough review and then ranked by the Measure J Commissioners, using the ranking criteria on the application form. The Measure J Commission will provide their recommendations for projects to Staff to see which are viable projects. Then

Staff will finalize the list and submit the Measure J Commission's recommendations to the Palm Springs City Council for final approval.

The amount of funds available for Community Initiated Projects is limited. Applications who meet the criteria will be considered for recommendation to the City Council for final approval and funding up to the \$1 million limit.

**Timelines for the application process are as follows:**

October 1, 2021:

Application forms will be available on the City's website for Measure J at [www.PSMeasureJ.com](http://www.PSMeasureJ.com). Hard copies will also be made available for pick up at various City facilities, including but not limited to, City Hall, Palm Springs Main Library, Welwood Murray Library, Demuth Park Community Center, James O. Jessie Desert Highland Unity Center, and Leisure Center.

December 2, 2021 by 6:00 pm:

Completed applications must be submitted, preferably via email to [Evelyn.Beltran@PalmSpringsCa.gov](mailto:Evelyn.Beltran@PalmSpringsCa.gov), by mail or in-person at:

City of Palm Springs  
Attn: Evelyn Beltran, Executive Administrative Assistant  
Department of Finance and Treasury  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

January through April Measure J Commission Meetings (3<sup>rd</sup> Thursday of the Month):

Community Initiated Projects will be grouped into themes, such as Park Projects, Public Safety (Police and Fire), Transportation (Streets, Traffic, Bikes, and Pedestrians), Facilities (Library, Fire Stations, City Yard, etc.), and will be reviewed during a Commission meeting. Project applicants may be asked to provide a presentation to the Commission for no more than 5 minutes in length.



**CITY OF PALM SPRINGS  
MEASURE J COMMUNITY INITIATED  
PROJECTS APPLICATION FORM**

Name of Applicant: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Applicant Type:

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                | <input type="checkbox"/> Organization    |
| <input type="checkbox"/> Business                  | <input type="checkbox"/> City Commission |
| <input type="checkbox"/> Organization (non-profit) | <input type="checkbox"/> City Department |
| <input type="checkbox"/> Neighborhood              |  |

Are you a 501c(3) Organization?  Yes. If yes, provide IRS ID# \_\_\_\_\_  
 No.

Tell us about your project:

1. Does this project improve...? (check all that apply)

<input type="checkbox"/> the economy	<input type="checkbox"/> museums, public art	<input type="checkbox"/> tourism
<input type="checkbox"/> health services	<input type="checkbox"/> music programs	<input type="checkbox"/> traffic
<input type="checkbox"/> business community	<input type="checkbox"/> park/recreation facilities	<input type="checkbox"/> the environment
<input type="checkbox"/> educational services	<input type="checkbox"/> historic preservation	<input type="checkbox"/> special events
<input type="checkbox"/> government services	<input type="checkbox"/> streets/roads	<input type="checkbox"/> technology
<input type="checkbox"/> police/fire/emergency services	<input type="checkbox"/> downtown enhancements	<input type="checkbox"/> nature and hiking trails
2. What demographic(s) does this project serve? (check all that apply)

<input type="checkbox"/> seniors	<input type="checkbox"/> bicyclists
<input type="checkbox"/> preschool children	<input type="checkbox"/> LGBTQ+
<input type="checkbox"/> elementary school aged children	<input type="checkbox"/> large commercial businesses
<input type="checkbox"/> preteens/teens	<input type="checkbox"/> hotels/motels
<input type="checkbox"/> high school children	<input type="checkbox"/> animals
<input type="checkbox"/> entire Palm Springs community	<input type="checkbox"/> marijuana industry
<input type="checkbox"/> tourists	<input type="checkbox"/> disabled
<input type="checkbox"/> college students	<input type="checkbox"/> commuters(bus/train)
<input type="checkbox"/> retail and small businesses	<input type="checkbox"/> Agua Caliente Band of Cahuilla Indians
3. Estimated project cost: \_\_\_\_\_
4. On a separate sheet of paper, write a short description of your proposed project. (Remember the 5 W's, Who?, What?, When?, Where?, Why?)

**Applicant's information:** (This information will not be provided to the evaluators; it will be used to contact the applicant if more information is needed or to coordinate with you if your project is invited to be presented to the Measure J Commission at one of their meetings)

Name of Contact Person: \_\_\_\_\_

Contact Person's Phone Number: \_\_\_\_\_

Contact Person's Email Address: \_\_\_\_\_

**Evaluation Criteria:**

The Measure J Commissioners will evaluate projects by asking the following nine questions and use their subjective judgement to score them as follows:

- If the answer is "no" – score 0 points
  - If the answer is "marginally" – score 1 or 2 points
  - If the answer is "somewhat" – score 3, 4, or 5 points
  - If the answer is "totally" – score 6 points
- 
1. Does this project make Palm Springs a safe, desirable place to live, work, and visit?
  2. Does this project benefit the majority of residents, guests, and/or tourists in our City?
  3. Does this project improve the health and safety of our residents of Palm Springs?
  4. Does this project promote the growth of tourism in the City?
  5. Does this project provide a benefit to the community over a long period, or can the project be used over a long period of time?
  6. Does the project provide a positive return on investment to the City of Palm Springs?
  7. Does the project create jobs in the City of Palm Springs?
  8. Is this project sustainable?
  9. Is this project green?

Scores will be totaled and divided by the number of evaluators to get an average score.

		<b>FY 2021-22</b>	
	<b>Acct</b>	<b>Account Description</b>	<b>Proposed Budget</b>
	40000	Regular Employees	
2	40050	Vacation/Sick Conversion	
12	42100	Office Supplies	
	42195	Special Department Supplies	
14	42490	Non Capital Equipment	5,000.00
	42520	Conferences	
16	42530	Dues and Subscriptions	
	42570	Printing and Publishing	
18	42691	Unallocated	
	42920	PC/Hardware/Software Maint	
20	43160	Arts Maintenance	25,000.00
	43200	Contractual Services	60,000.00
22	43220	Contractual Legal Services	
	45510	Photography	
24	49000	Insurance	3,695.00
	49010	Administrative Services	16,605.00
	50015	Specialized Equipment	
28	56034	Public Art - Acquisition	217,600.00
	65209	PS Art Museum Spec Events	50,000.00
30	65214	Kennedy Bust Mt-Donovan	
	65231	Educational Outreach	
32	65233	Art Installation Expenses	5,000.00
		<b>TOTAL</b>	<b>382,900.00</b>

- + New
- ▶️ My Drive
- ▶️ Computers
- 👤 Shared with me
- 🕒 Recent
- ★ Starred
- ⬅️ Trash
- ☁️ Storage
- 35.8 MB of 15 GB used
- Buy storage

# INVOICE

From:

Eastern Lion LLC  
 18 Stuyvesant Oval  
 Suite 6A  
 New York, NY 10009

Project Title: PS WOW  
 Invoice Date: 4/13/21

Description	Rate	Total
Public art for a term of 6 months	500 per month	3000
Installation of art	1200	1200
Grand total		4200

To:

Palm Springs  
 Public Arts Commission

Activity

Eastern Lion LLC - P...

Public Arts uploaded

Eastern Lion LLC - P...

May 3, 2021

New

My Drive

Computers

Shared with me

Recent

Starred

Trash

Storage

35.8 MB of 15 GB used

Buy storage

Get Backup and Sync for M

Download

Learn more



### ARTIST INFORMATION SHEET

Artist Name: Eastern Lion LLC

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Artist Mailing Address: 18 Stuyvesant Oval, Suite 6A, New York NY, 10009

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Artist Phone: 917-792-9027

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Artist Email: mdbirnberg@gmail.com

---

Artist Website: www.midabiart.com

---

Grant Program: Neighborhood Grant

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Name and Description of Project: WOW Palm Springs. A steel sculpture depicting the word "wow".

---

Location: The corner of E. Arroyo Rd. & Indian Canyon Dr.



## ARTIST AGREEMENT

This Artist Agreement is entered into this 3 day of May, 2021 by and between the CITY OF PALM SPRINGS, a California charter city ("City"), Eastern Lion LLC ("Artist").

Artist hereby grants a royalty free license in perpetuity, to the City, its employees and its agents, to make reproductions, photographs and other non-exact reproductions of the following artwork (the "Artwork") for both commercial and non-commercial purposes:

A 5'x5'x5' 1/4" steel plate painted in an ombre of purple and pink.

(Describe Artwork)

Due to the nature of the Artwork and the public interest of the City, Artist and his/her agents, heirs, successors and assigns hereby waive any and all rights they may have against the City, and its employees, and its agents, under the California Art Preservation Act, as set forth in California Civil Code Section 987, and any similar laws, such as the Federal Visual Rights Act, if applicable. The Artist, his/her agents, heirs, successors and assigns also agree to attempt to defeat this waiver by cooperating with any other person or organization which seeks to bring an action under California Civil Code Section 989 or any similar law, if applicable.

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date first above written.

**"ARTIST"**

Date: 5/4/21

New

My Drive

Computers

Shared with me

Recent

Starred

Trash

Storage

5.02 GB of 15 GB used

Buy storage

### CITY OF PALM SPRINGS BUILDING PERMIT APPLICATION

Date: 3/02/21 Plan Check Deposit Fees: Building: \_\_\_\_\_ Fire: \_\_\_\_\_

Project Address 605 East Sunny Dunes Assessor's Parcel # 4

Owner's Name Madaluxe Group Phone # 562.296.1055

Owner's Address 1760 Apollo Court, Seal Beach, Ca 90740

Contractor's Name Larry Hochanadel Phone # 7603205118 Lic# 688126

Contractor's Address 666 Vista Ora PS 92264

Architect's Name 2 Phone # \_\_\_\_\_ Lic.# \_\_\_\_\_

Architect's Address \_\_\_\_\_

CONTACT PERSON Russell Pritchard Address 1433 N. Indian PS 92262

PHONE 415 244 7877 FAX \_\_\_\_\_ EMAIL russell5890@gmail.com

Business License. # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Lot Size (sf.) \_\_\_\_\_ Building Use \_\_\_\_\_

Type of Const. \_\_\_\_\_ Occupancy Group(s) \_\_\_\_\_ Sprinkled \_\_\_\_\_

Project SQ Ft: Building \_\_\_\_\_ Garage \_\_\_\_\_ Carport \_\_\_\_\_ Patio (type) \_\_\_\_\_

Project Description Temporary Art Installation Total Value of Work \$ \_\_\_\_\_

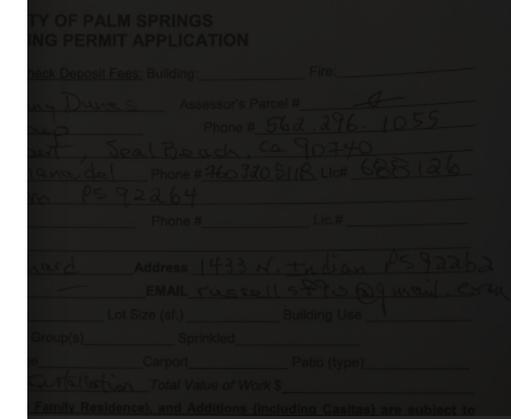
**\*All submittals of New Construction (Single Family Residence), and Additions (including Casitas) are subject to Public Works and Engineering Conditions of Approval. All required Conditions of Approval for the project must be submitted and/or addressed directly to Engineering and Public Works by the Applicant for review, approval and issuance of all grading and encroachment permits.**

WHERE INDICATED BY A CHECK, SUBMIT 4 SETS  
(Minimum size of plans \*18 x 24" Minimum scale 1/4" = 1'; Maximum size of plans 40" x 36")

- Complete Application
- Plot Plan with lot square footage.
- Drainage Plan: show lot corner elevations.
- Structural Calculations, if applicable
- Mech. Plan / Duct Schematic, Equipment Location
- Fireplace Specifications, if applicable.
- Planning / Fire approval / Engineering Approval
- Fire Sprinkler plans (required at time of submittal)

g permit  
ation.pdf

Activity



SS

rties

DF

MB

MP

Larry Hochanadel  
666 Vista Oro Palm Springs CA. 92264  
760 320-5118  
License # 688126

John Cerney / Russell Pritchard  
605 E. Sunny Dunes  
Palm Springs CA 92264

Date 5/15/21

RE: Getting final inspection

Exposing footings per City of Palm Springs, Etc.

Randy 4 hrs.	@ \$ 50.00 =	\$ 200.00
Craig 7 hrs.	@ \$ 50.00 =	\$ 350.00
Julius 8 hrs.	@ \$ 50.00 =	\$ 400.00

---

Total Labor	\$ 950.00
-------------	-----------

Material to shore up Popsicles Builders Supply	\$ 95.94.
---	-----------

Subtotal	\$ 1,045.94
----------	-------------

Contractor fee 20%	\$ 209.19
--------------------	-----------

Total due	\$ 1,255.13
-----------	-------------

Thank you  
Larry Hochanadel

## RESOLUTION REQUESTING CHANGES TO THE MURAL ORDINANCE

Whereas, in January 2014, the Palm Springs City Council approved an Ordinance regarding the Regulation of Original Art Murals, which was amended and superseded in January 2018 to enable a shorter timeframe for approval and less work and expense for both applicant and staff.

Whereas, the original purpose of the Ordinance was to clearly differentiate Art Murals from signs, and the Public Arts Commission has reviewed and approved more than a dozen murals since 2018, while providing advice on meeting the requirements of the ordinance.

Whereas, the administrative process and costs of formally applying for a mural still remain a barrier to mural production, particularly for non-profits, which has been mitigated by the assistance of the Public Arts Commission.

Whereas, to help murals thrive in Palm Springs and recognize the vital cultural self-expression murals represent, the City must work to simplify the path forward to create legal murals.

The Public Arts Commission believes that this can be accomplished by exempting murals sponsored or commissioned by the Commission from the review process outlined in the Art Mural Ordinance, as long as the mural meets the conditions outlined below.

The Public Arts Commission therefore requests that the City Attorney prepare and present to the City Council revisions to the Art Mural Ordinance that would exempt murals approved by the Public Arts Commission from the process outlined in the Ordinance if the mural meets the following requirements:

- 1) The mural has been commissioned or sponsored by the Public Arts Commission, with a cost of \$25,000 or less, and is intended as a temporary installation for no more than 18 months (at which time it must be reviewed by the Public Arts Commission for approval to remain longer.)
- 2) The mural contains no logos or text that advertise or relate to any business, service or product offered by a commercial entity.
- 3) The mural is created using only paint or tiles and complies with the current mural requirements as far as materials or attachment to walls.

Murals that do not meet these requirements, in terms of materials, cost, or permanence, will still be required to complete the mural approval process as outlined in the Ordinance.

Approved by the Public Arts Commission on March 17, 2021