

FINAL CONDITIONS OF APPROVAL

MEETING DATE: January 31, 2017

TITLE: Snider Condo Map

CASE NO: Tentative Parcel Map No 37215 (TPM 37215)

Prepared by: Scott Taschner, Associate Planner

Approved by: Charles Rangel, Interim Community Development Director

General / Administrative Conditions:

1. The approval for *TPM 37215* is subject to the two (2) year expiration provisions of the City's Zoning Ordinance, as provided in Section 16.24.160 of the Desert Hot Springs Municipal Code and will expire on *January 31, 2019*
2. The applicant may request an extension of time for TPM 37215 per the City's Municipal Code Sections 16.24.160, & 16.24.170 and per the State's Subdivision Map Act. Upon filing a time extension(s) at least 30 (thirty) days prior to expiration of the project the Planning Commission may grant said time extension for good cause not to exceed three (3) years.
3. Applicant/Developer shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, an/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the Applicant/Developer and landowner of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense.
4. All development on the Project Site shall be in compliance with all applicable provisions of the City's Municipal Code as well as all applicable provisions of the adopted Building and Fire Codes. All new construction shall obtain a building permit and comply with the requirements of the Planning, Building, and Fire Departments.

5. No Certificate of Occupancy (CofO) shall be granted until all Conditions of Approval have been completed and approved by the Planning, Engineering, Building, and Fire Departments unless otherwise identified herein. A Temporary Certificate of Occupancy (TCO) may be issued for a specific time period if a significant amount of issues have been resolved and there remains only minor issues that do not pose a threat to health & safety.
6. The development of the Project on the Project Site shall be in substantial compliance with the exhibits contained in the project file for the Snider / SoCal Cultivation Conditional Use Permit (CUP 02-15) and Tentative Parcel Map (TPM 37215).
7. The final grading plan if required shall be in substantial conformance with the designs set forth in the hydrology report and site drainage design.
8. Within fifteen (15) days of final approval (expiration of the appeal period) by the Planning Commission, the Applicant/Developer shall submit in writing, a statement indicating that he/she has read and agrees to the conditions imposed herein. This approval shall become void, and any privilege, permit, or other authorization granted under these entitlements if compliance with this condition has not been undertaken within the specified time limits.
9. A scanned copy of the signed Conditions of Approval shall be included in the Building Construction Plans submitted for plan check.
10. The Applicant/Developer shall pay all established service, permit, impact, public art, and other applicable fees required by the City.

Note: The Transportation Unified Mitigation Fee is collected by the City of Desert Hot Springs on behalf of the Coachella Valley Association of Governments. Questions on the calculation of this fee should be addressed to them at (760) 346-1127. The School District Fees are imposed by the Palm Springs Unified School District and questions should be addressed to them at (760) 416-6159.

11. The Applicant / Developer shall deliver within 5 (five) working days after the appeal period (15 days) to the Community Development Department a cashier's check, money order, or other acceptable form of payment made payable to "Riverside County" in the amount of \$50 enable the City to file a Notice of Exemption required pursuant to California Code of Regulations Section 15075. Any additional fees that may be attributed to the required filing of environmental documents shall be paid by the Applicant/Developer. If Applicant/Developer has not delivered to the Community Development Department the check as required above, the approval for the project granted shall be void by reason of failure of condition (Fish and Game Code Section 711.4(c)).

Planning Conditions:

12. If the project involves any ground disturbance and any human remains are discovered, the Applicant shall cease all work and contact the Desert Hot Springs Police Department and the Riverside County Coroner's Office. Work shall not resume until such time that the site has been cleared by County Coroner and/or the Desert Hot Springs Police Department.
13. If the project involves any ground disturbance and during the course of such work any artifacts or other cultural resources are discovered, all grading on the site shall be halted and the Applicant shall immediately notify the Planning Department. A qualified archaeologist shall be called to the site by, and at the cost of, the Applicant to identify the resource and recommend mitigation if the resource is culturally significant. The archeologist will be required to provide copies of any studies or reports to the City and the Eastern Information Center for the State of California located at the University of California Riverside.
14. If the project involves any ground disturbance and paleontological resources are encountered and a qualified paleontological monitor can evaluate any paleontological resources exposed during the grading activity. Applicant / Developer shall hire a paleontological monitor and shall be responsible for payment of all related expenses. If paleontological resources are encountered, adequate funding shall be provided to collect, curate and report on these resources to ensure the values inherent in the resources are adequately characterized and preserved.
15. In the event that any human remains are discovered, during construction of the proposed project, the project contractor would be subject to either the State law regarding the discovery and disturbance of human remains or the burial protocol of the Indian tribe. In either circumstance, all destructive activity in the immediate vicinity shall halt and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5. If the remains are determined to be of Native American origin, the Native American Heritage Commission (NAHC) shall be contacted. The NAHC will make a determination of the Most Likely Descendent (MLD). The City and applicant will work with the designated MLD to determine the final disposition of the remains.
16. The Applicant / Developer shall maintain the Project Site after the start of construction and until the Project is completed, free of weeds, debris, trash or any other offensive, unhealthful and dangerous material. If after five (5) days notice by certified mail, the Applicant/Developer does not comply with the before mentioned criterion, the City may either cancel building or grading permits and/or enter the Project Site with City staff and remove all subject violations, bill the Applicant/Developer and/or put a lien on the Project Site.

17. The applicant shall be required to complete a permit prior to Occupancy of any Building.
18. The applicant / developer shall comply and be in conformance with all previous conditions of approval from the related Conditional Use Permit (CUP 02-15).

Engineering Department:

19. The map shall be labeled for Condominium Purposes.
20. The Applicant/Developer has indicated, "There will be two phases of final maps filed for the project." Parcel 1 shall be Phase I and Parcel 2 shall be Phase II.
21. Improved vehicular access shall be shown and reserved on the map for Parcel 2 through Parcel 1. Access shall be the width established by the Fire Department.
22. Utility access easements shall be shown and reserved on Parcel 1 for the benefit of Parcel 2 and shall meet the standards established by the respective utilities serving Parcel 2.
23. A drainage acceptance and retention basin easement shall be defined on Parcel 2 for the benefit of Parcel 1. The size and configuration of the easement shall include the basin being constructed under Conditional Use Permit 02-15 improvement plans.
24. Prior to the recordation of Phase I, the drainage acceptance and retention basin easement shall be described in a recorded document to encumber that portion of Parcel 2 affected by the easement.
25. An Environmental Constraint Sheet shall be filed concurrently with the parcel map depicting the FEMA zones affecting the property.
26. The Applicant/Developer shall pay the Five Thousand Dollars (\$5,000) cost for the City's consultant to annex to PTAX2 and the City fee for processing the request. The annexation shall be completed prior to approval of the parcel map.
27. Applicant/Developer shall annex to Community Facilities District No. 2010-1 for the maintenance of:
 - a. Landscape/Hardscape
 - b. Streetlights
 - c. Drainage MaintenancePrior to the recordation of the subdivision map.
28. The Applicant/Developer shall submit the following for City approval:
 - a. The parcel map
 - b. Title Report prepared within last 60 days
 - c. Closure Calculations
 - d. Soils Report
 - e. A Subdivision Guarantee indicating all those parties who must sign the map.

29. Dedicate the right to the City to restrict direct vehicular access to Little Morongo Road except at locations approved by the City under Conditional Use Permit 02-15 street improvement plans.
30. The parcel map shall be prepared in accordance with Chapter 16.20 Final
and Parcel Maps of the City Municipal Code
31. Applicant/Developer shall file an improvement agreement with the engineering Department with security to guarantee completion of improvements as follows:
- a. A faithful performance security in an amount deemed sufficient by the City Engineer to cover up to 100% of the total estimated cost of all required retention basin, vehicular and utility access easements improvements.
 - b. A labor and material security to cover up to 50% of the total estimated cost of all required improvements.
 - c. A monumentation security in an amount stipulated by the City Engineer to cover the cost of placing lot corners and other related monuments.
32. Security may be one of the following types subject to the approval of the City Engineer and City Attorney as to form:
- a. Bonds - All bonds shall be executed by a surety company authorized to transact business as a surety, and have an agent for service in California, together with an acceptable policy holder's rating. The bond(s) shall contain the nearest street address of the institution providing the bond(s).
 - b. Cash Deposits - In lieu of the faithful performance and labor and material bonds, the developer may submit cash deposits or negotiable bonds of a kind approved for securing deposits of public monies approved by the City's Administrative Services Director.
33. All improvement agreements shall be approved by the City Council and the City Attorney.