

DRAFT CONDITIONS OF APPROVAL

MEETING DATE: February 28, 2017

TITLE: Akopyan Change of Zone / General Plan Amendment

CASE NO: ZMA 02-16 & GPA 02-16

PREPARED BY: Scott Taschner, Associate Planner

REVIEWED BY: Danny Porras, Acting Community Development Director

Administration:

1. 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.
2. 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.
3. The development of the Project on the Project Site shall be in substantial compliance with the exhibits contained in the project file for ZMA 02-16 & GPA 02-16 as shown in Exhibits 1 through 10 attached hereto and incorporated herein by this reference.
4. Within fifteen (15) days of final approval by the City Council, the Applicant / Developer shall submit in writing, a statement indicating that he/she has read and agrees to the conditions imposed herein. This authorization shall become void, and any privilege, permit, or other

authorization granted under these entitlements ZMA 02-16 & GPA 02-16 shall be deemed to have elapsed if compliance with this condition has not been undertaken within the specified time limits.

5. The Applicant / Developer shall pay all established service, permit, impact, public art, and other applicable fees required by the City.
6. The Applicant / Developer shall deliver within 5 (five) working 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 \$2,260.25 (\$2,210.25 department of Fish and Game fee plus \$50.00. Riverside County Clerk Document fee) to enable the City to file a Notice of Determination 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:

7. The approval of a Zoning Map Amendment and/or General Plan Amendment does not include any entitlements for any construction or development of the site.
8. No construction and/or development of the project site(s) shall occur without first obtaining planning entitlements and building permits.
9. There shall be no grading or any other ground disturbing activities of the site(s) without first obtaining permits from the City of Desert Hot Springs.
10. The Applicant / Developer shall maintain the Project Site, 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, city staff may enter the Project Site and remove all subject violations, bill the Applicant / Developer and/or put a lien on the Project Site.
11. If paleontological resources are encountered during grading, ground disturbance activities shall cease immediately, so 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.

12. If during the course of any ground disturbing activity, artifacts or other cultural resources are discovered, all activity 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.
13. In the event that 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.
14. Outdoor sales are prohibited unless the applicant has a Temporary Use Permit approved subject to the provisions of Section 17.136 of the Desert Hot Springs Municipal Code.

Graffiti:

15. The Applicant / Developer shall keep the Project Site, clear of graffiti vandalism at all times. The Applicant / Developer shall contact the City's Graffiti Hot Line at 888-562-3822 within 48 hours of discovering the graffiti vandalism.
16. In the event there is a change in the name, address or telephone number of the responsible person(s), firm or company, the Applicant / Developer or successor shall notify the City within 48 hours, in writing, of the change and provide the City with the current contact information of responsible person(s), firm or company.
17. The Applicant / Developer and/or successor(s) in interest shall be responsible for the removal of any graffiti vandalism from the project site within 48-hour after discovering the graffiti vandalism or receipt of notice from the City of the same. The Applicant / Developer shall contact the City's Graffiti Hot Line at 888-562-3822 within 48 hours of discovering the graffiti vandalism.
18. The Applicant / Developer and/or successor(s) in interest hereby agrees

to allow the City and/or its agents to enter the property for the purpose of removing or painting over graffiti vandalism, if the Applicant / Developer and/or successor(s) in interest fail to remove the reported graffiti vandalism within the 48 hours of discovering the graffiti or receipt of notice from the City.

19. In the event that Applicant / Developer and/or successor(s) in interest, fail to remove the graffiti vandalism within 48 hours, requiring the City and/or its agents to enter the Project Site for the purpose of removing or painting over graffiti vandalism the Applicant / Developer and/or successor(s) in interest shall release the City and/or its agents from any liability for property damage or personal injury. And shall reimburse to the City all costs associated with the removal of the graffiti vandalism.
20. The Applicant / Developer and/or successor(s) in interest shall include the aforementioned authorizations to enter the Project Site for the purpose of removing or painting over graffiti vandalism as part of authorization agreement to the satisfaction of the Community Development Department and the approval of the City Attorney, as to form.
21. Applicant / Developer shall apply for a separate permit for any proposed signage, in accordance with the provisions of the City's Municipal Code.
22. The requirements of the Department of Environmental Health Services and the Air Quality Management District shall be satisfied prior to the issuance of any permit if hazardous materials are stored and/or used.
23. Any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project shall obtain a Temporary Use Permit and comply with the City of Desert Hot Springs requirements.
24. All property lines, easement lines, etc. shall be located and/or relocated in such a manner as to not cause any existing structure to become non-conforming with the requirements of the latest adopted edition of the Building Code, or any other applicable law, ordinance, or code.