DRAFT CONDITIONS OF APPROVAL

MEETING DATE: November 7, 2017

TITLE: **Duke Chang / General Plan Amendment**

CASE NO: **ZMA 01-17 & GPA 01-17**

PREPARED BY: **Scott Taschner, Senior Planner**

REVIEWED BY: **Danny Porras, 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 01-17 & GPA 01-17 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.