

DRAFT CONDITIONS OF APPROVAL

MEETING DATE: April 10, 2018

TITLE: Development Agreement No. 14-16 Amendment

CASE NO: DA 14-16 Amendment

PREPARED BY: Benjamin Torres, Associate Planner

REVIEWED BY: Daniel Porras, Community Development Director

Standard Administrative Conditions

1. Applicant/Developer shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings, including those involving environmental issues, against the City to attack, set aside, void, annul, and/or 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 voters 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. 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.

4. The development of the Project on the Project Site shall be in substantial compliance with the exhibits contained in the project file as shown in all Exhibits attached hereto and incorporated herein by this reference.
5. Within fifteen (15) days of final approval (expiration of the appeal period) 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 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.
6. 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.

Standard Planning Conditions

7. The applicant/developer shall comply with all Conditions of Approval from the previously approved permanent project; Conditional Use Permit No. 10-16 and Development Agreement No. 14-16 and any subsequent amendments.
8. Any/all permits may be subject to revocation if the applicant/developer/project is not in compliance with all of the conditions of approval contained herein.

END