

FINAL CONDITIONS OF APPROVAL

MEETING DATE: April 2, 2019

TITLE: (Revised Placement of the Bunch Palms Trail Project Public Art)

CASE NO: AIPP 01-18

Prepared by: Scott Taschner, Senior City Planner

Reviewed by: Daniel Porras, Public Works Director

City Council - Added Conditions

1. ~~The applicant/developer shall relocate the public art so that it is in front of the metal fence (added by the CCAC on August 8, 2018).~~ **Request to strike condition**
2. ~~The applicant/developer shall install the "Bucking Bronco" on a minimum 6 foot-high pedestal (added by the City Council on September 4, 2018).~~ **Request to strike condition**

Applicants Requested Conditions

1. The applicant/developer shall locate the public art behind a 40 in tall tubular steel /wrought iron fence. **(Requested Revision)**
2. The applicant / developer shall install the "Bucking Bronco" on 18-inch-high pedestal. **(Requested Revision)**

Standard AIPP Conditions

3. Placement of public art shall be completed prior to the final inspection and issuance of a certificate of occupancy.
4. The applicant or developer shall execute and record a covenant with the Riverside County Recorder, which sets forth the applicant's obligations to comply with the Art

in Public Places Program. The covenant shall be recorded prior to the request for final construction inspections and the issuance of a Certificate of Occupancy.

5. All public art placed on the site of the development project shall remain the property of the applicant or developer and the obligation to provide all maintenance necessary to preserve the public art in good condition shall remain with the owner of the site.
6. The public art shall be maintained in good condition to the satisfaction of the City Manager,
7. The public art shall in the location demonstrated on the plans to protect the art from physical damage
8. Failure to maintain the public art as provided in chapter 17.60 of the Desert Hot Springs Zoning Code will be declared to be a public nuisance and may be abated as such pursuant to applicable provisions of City of Desert Hot Springs Municipal Code.
9. In addition to all other remedies provided by law, in the event the developer or property owner fails to maintain the public art, upon reasonable notice, the City may perform all necessary repairs, maintenance or secure insurance, and the costs therefor shall become a lien against the real property if not paid upon request by the City.
10. If any public art provided on a development project pursuant to the provisions of this chapter is knowingly removed by the property owner without the approval of the City Council, the owner of the property shall contribute funds equal to the development project's original public art requirement to the City's Art in Public Places Fund, or replace the removed public art with one which is of comparable value, which shall be reviewed by the Community and Cultural Affairs Commission, and approved by the City Council. (Ord. 518 § 2, 2010; prior code § 159.29.140)

Administrative Conditions:

11. The approval for *AIPP 01-18* is subject to the two (2) year expiration provisions of the City's Zoning Ordinance, as provided in Section 17.76.170 and will expire on *September 4, 2020*.
12. The applicant may request an extension of time for AIPP 01-18 per the City's Zoning Ordinance. 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 twelve (12) months.
13. 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.

14. 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.
15. The Public Art shall be in substantial compliance with the exhibits contained in the project file for *AIPP 01-18* as shown in all Exhibits attached hereto and incorporated herein by this reference.
16. 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 **(15 days from November 14, 2018 – date the Final Conditions were supplied to the applicant)**
17. A scanned copy of the signed Conditions of Approval shall be included in the Building Construction Plans submitted for plan check.

Planning Conditions:

18. The Applicant / Developer shall maintain the 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.

Graffiti:

19. The Applicant / Developer shall keep the Project Site and Public Art, 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.
20. The Applicant / Developer and/or successor(s) shall apply (and maintain) a protective coating or graffiti resistant materials acceptable to the City's Public Works and/or Community Development Department, to provide for the effective and expeditious removal of graffiti on all exterior building elevations and/or project walls and/or replacement of defaced screening panels.
21. 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.
22. The Applicant / Developer and/or successor(s) in interest shall be responsible for the removal of any graffiti vandalism from the project site / public art pieces and/or base 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.
23. 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.
24. 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.

25. 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.