



CITY COUNCIL STAFF REPORT

DATE: July 6, 2017

NEW BUSINESS

SUBJECT: DISCUSSION ON A DEVELOPMENT AGREEMENT WITH PS COUNTRY CLUB, LLC, RELATED TO THE DEVELOPMENT OF THE SERENA PARK PROJECT; CASE 5.1327, PDD-366/MAJ, TTM36691

FROM: David H. Ready, City Manager

BY: Marcus L. Fuller, Assistant City Manager

SUMMARY:

This item will allow the Council to discuss the terms of a Development Agreement between the City of Palm Springs and PS Country Club, LLC, a California limited liability company, (the "Developer").

PRINCIPALS:

PS Country Club, LLC, a California limited liability company, is managed by three principals: Behrooz Haverim, Robert Eric Taylor, and Matthew Haverim.

RECOMMENDATION:

1. Discuss the terms of a Development Agreement between the City of Palm Springs and PS Country Club, LLC, a California limited liability company; and
2. Direct staff to prepare a Development Agreement and related Density Transfer Agreement for City Council consideration on July 19, 2017.

BACKGROUND:

On September 7, 2016, the Council concluded a public hearing and approved several discretionary entitlement applications associated with the redevelopment of the Palm Springs Country Club golf course, allowing for the conversion of open space to low-density residential development of up to 92 attached single-family units and 294 detached single family units (386 total residential units) on approximately 126 acres, referred to as the "Serena Park" project, as shown in Figure 1.

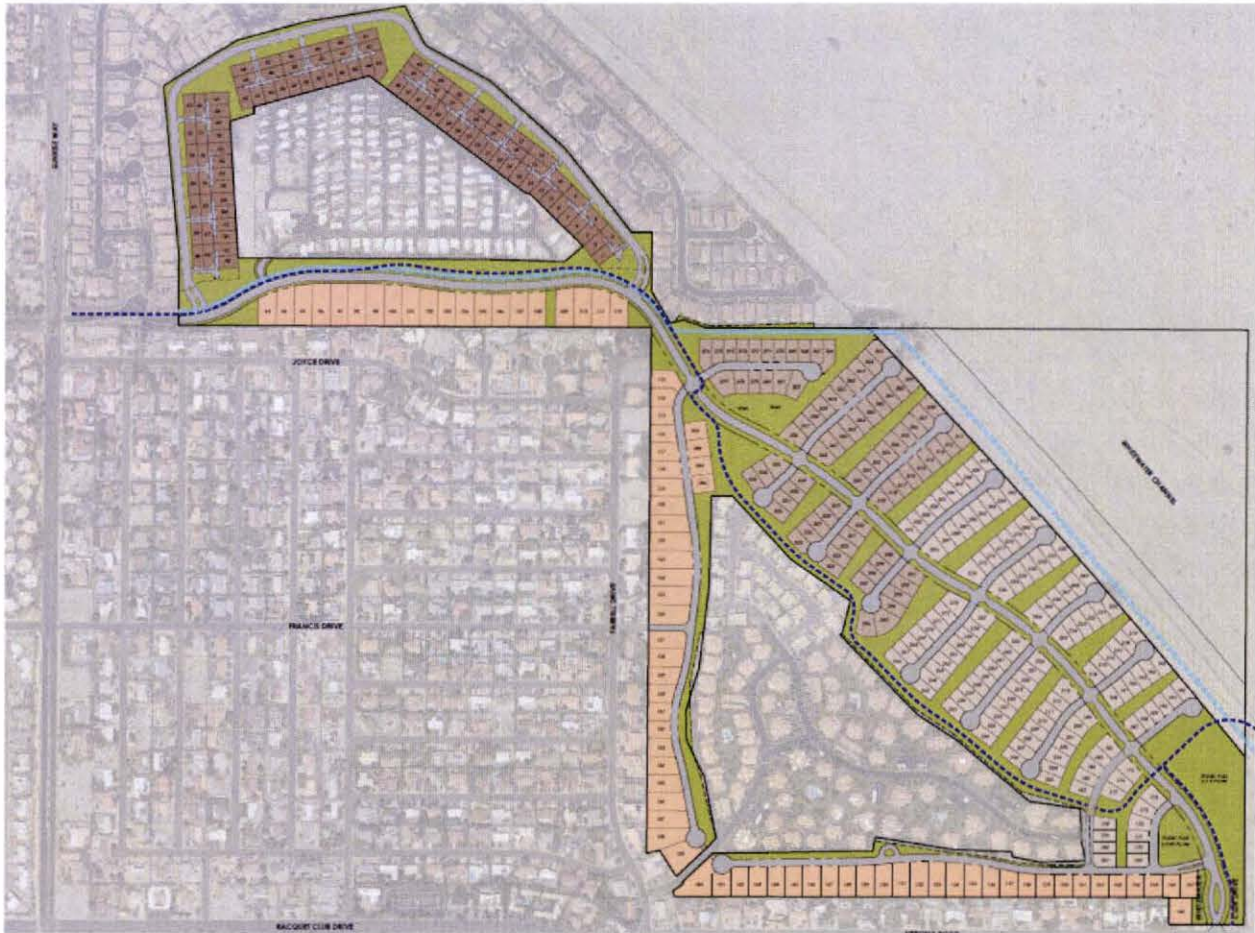


Figure 1

Specifically, in approving the Serena Park project, the Council approved the following actions:

- Adopted Resolution No. 24082, certifying an Environmental Impact Report for the Serena Park project
- Adopted Resolution No. 24083, approving a General Plan Amendment to modify land use designation from "Open Space – Parks/Recreation" to "Very Low Density Residential"
- Adopted Resolution No. 24084, approving a Major Architectural Application (Case 5.1327, PDD-366/MAJ)
- Adopted Resolution No. 24085 approving Tentative Tract Map 36691; and
- Adopted Ordinance No. 1898 approving Planned Development District (PD-366) in lieu of a change of zone

Copies of these approvals are included as **Attachment 1** to this staff report.

As the land use designated on the property prior to the Council's approvals was "Open Space – Parks/Recreation," one of the most important issues to resolve in its consideration and approval of the General Plan Amendment was how to provide density to the property and designate the land use as "Very Low Density Residential." The effect of the Council's approval of the General Plan Amendment is shown in Figure 2.

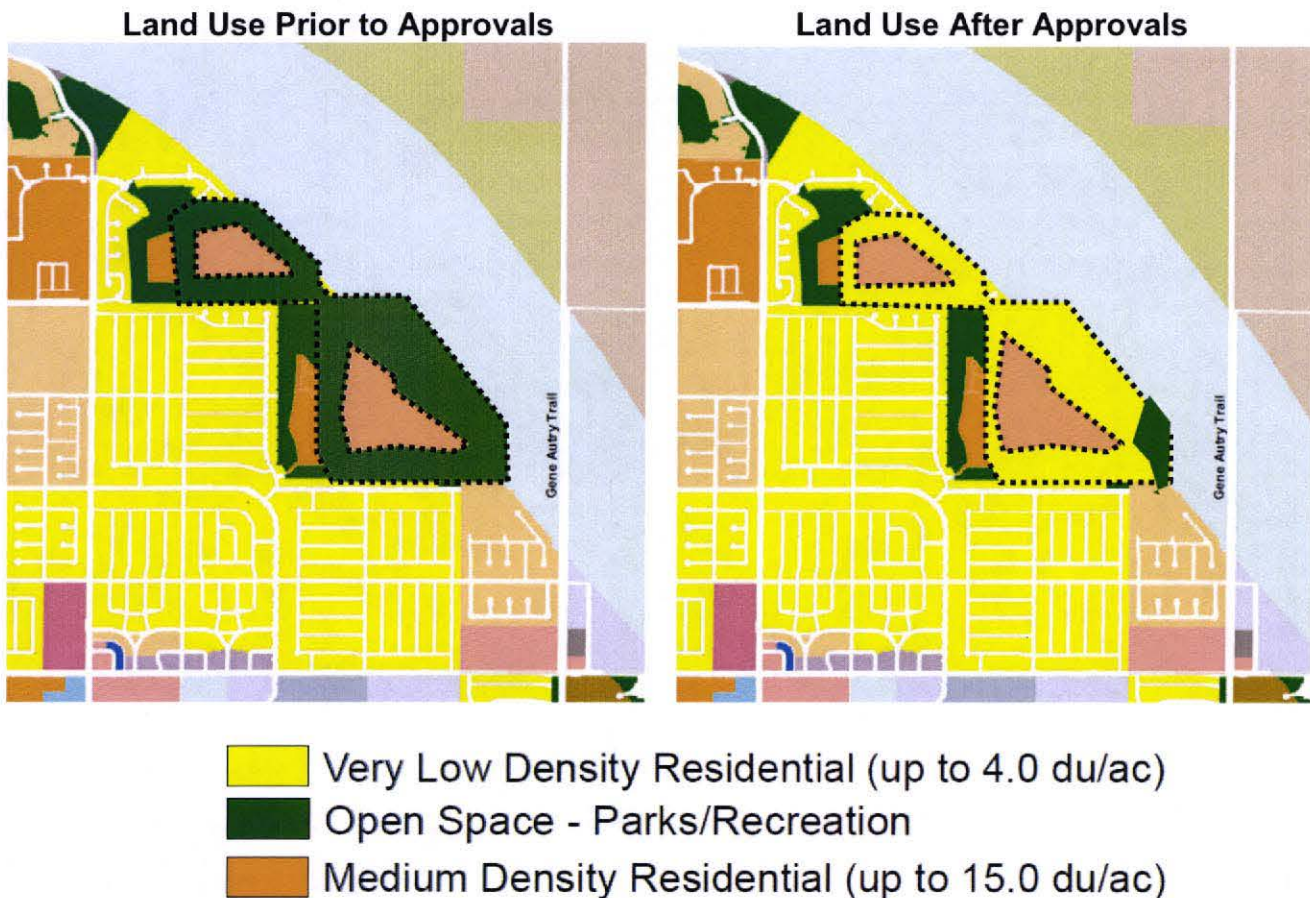


Figure 2

The City's 2007 General Plan provides a mechanism for conversion of open spaces, with a Land Use Policy developed with conversion of the Palm Springs Golf Course property in mind. Specifically, Land Use Policy (LU 2.2) states:

Projects that propose to convert open space areas that are designated "Open Space – Parks/Recreation" to developable areas (for residential, commercial, etc.) must either offer in-kind replacement of such open space elsewhere in the City, make payment of in-lieu fees, or replace the converted open space through the use of density transfer.

The Developer elected to comply with LU 2.2 by offering to make a payment of in-lieu fees to the City to allow the City to acquire open space elsewhere in exchange for the density transfer and land use designation change associated with the property.

Included as part of the Council's conditional approval of the Serena Park project is Administrative Condition (ADM 13), which states:

Development Agreement. Approval of these land use entitlement applications is contingent upon the approval of a development agreement. The development agreement shall address the conversion of open space for development purposes, through in-kind replacement of open space, payment of in-lieu fees for the acquisition of open space, or replacement of open space through a density transfer, pursuant to Policy LU2.2 of the City of Palm Springs General Plan.

The City, as part of a separate process, is coordinating with other parties in an attempt to acquire property that will facilitate an exchange of properties allowing for preservation of 190 acres of privately-owned property located on the Chino Cone as permanent open space. Although the final cost of this property exchange has not yet been determined, staff had recommended that the Serena Park project be required to contribute up to 50% of the estimated cost of \$6,000,000 – requiring the Developer to pay an in-lieu fee of up to \$3,000,000.

Given the need for Development Agreement, the Developer has requested certain considerations to be included in the Agreement that provides benefits to the Developer in exchange for payment of the in-lieu fee.

Development Agreement as Land Use Tool

Development agreements are development entitlements authorized under state law [Government Code Section 65864 et seq.] and the Palm Springs Municipal Code [PSMC Section 94.08.00]. As the name of the entitlement implies, a development agreement is a contract that governs the land uses that may be allowed for a specific project, negotiated between a project applicant and the City. At a minimum, a development agreement must specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes.

As part of a bargained-for exchange with the City, the Developer can commit to uses more restrictive than those set forth in the zoning ordinance. The agreement may also address conditions and requirements for any further discretionary actions, construction phasing and timeframes, and financing terms for any necessary public facilities. Although this entitlement is a negotiated instrument, the land uses provided under the development agreement must still be consistent with the local planning policies of the City as embodied in the City's general plan. While a development agreement must advance the City's planning policies, a development agreement may also contain provisions that vary from otherwise applicable zoning standards and land use requirements.

In addition to the mandatory terms, many development agreements include provisions covering the following topics:

- Construction of parks, roads, and other public facilities and improvements;
- Payment of fees in excess of development impact fees;
- Delivery of public utility services such as water and sewer;
- Terms and conditions regarding financing and reimbursement for public facilities or infrastructure, frequently by formation of assessment districts, levy of bonds, approval of special taxes, and other means;
- Phasing of components of the development or infrastructure;
- Requirement to provide affordable housing;
- Applicability of subsequently adopted development impact fees and permit processing fees;
- Transfer or relocation of units from one portion of the project to another;
- Specific project design issues, such as trail or park maintenance.

A development agreement should be viewed as a planning tool that can provide the City with greater latitude to creatively advance the City's planning policies. A development agreement can be a stand-alone alternative to the traditional development approval process. In practice, however, it is frequently used in conjunction with other development entitlements, such as a zone change, conditional use permit, and/or a tentative map. In the case of the Serena Park Project, the Council has previously approved the Planned Development District in lieu of zone change, a Major Architectural Application, and a Tentative Tract Map. As previously stated, the Council specifically conditioned that these approvals are expressly contingent upon the approval of a development agreement.

Development agreements establish a vested right to proceed with development in conformance with the regulations in effect at the time of approval. This provides assurance to a developer that the project may proceed as originally approved and not be affected by future changes in land uses regulations. In exchange for this assurance, the developer may agree to provide additional dedications, construction of public improvements, or other similar public benefits. In this case, the proposed Development Agreement would provide the Developer the ability to develop the property over a period of time that could reasonably accommodate market absorption of 386 homes and the Developer would provide certain additional considerations to the City, including the payment of \$3 Million towards City efforts to preserve open space on the Chino Cone. The benefits to the City include receipt of these open space acquisition funds to be used to preserve privately owned property on the Chino Cone, and the redevelopment of an abandoned golf course that has been a Code Enforcement burden on the City for the last 10 years.

Consistency with the General Plan

The major issue facing the Developer is that the underlying land use designation of the former Palm Springs Country Club Golf Course is "Open Space / Recreation." This designation does not allow residential use. Nevertheless, the Land Use Element of the City's General Plan does not necessarily provide an absolute prohibition on residential development on the property; rather it discusses the general need to balance land uses and ensuring compatibility with adjacent land uses. The first goal of the Land Use Element (Goal LU1) provides that it is a goal of the city to "[e]stablish a balanced pattern of land uses that complements the pattern and character of existing uses, offers opportunities for the intensification of key targeted sites, minimizes adverse environmental impacts, and has positive economic results." In addition, the Land Use Element provides as a second goal to "[m]aintain the City's unique 'modern urban village' atmosphere and preserve the right historical, architectural, recreational, and environmental quality while pursuing community and business development goals." Immediately following these goals are policies and action items that describe how the City achieves these goals. When a project proposes to eliminate open space (and in this case, the open space provided by a golf course), the General Plan provides the following policies:

- LU1.8.** Allow density transfers within planned developments in exchange for the provision of enhanced amenities and permanent open space.

- LU2.2.** Projects that propose to convert open space areas that are designated "Open Space – Parks/Recreation" to developable areas (for residential, commercial, etc.) must either offer in-kind replacement of such open space elsewhere in the City, make payment of in-lieu fees, or replace the converted open space through the use of density transfer.

As discussed above, Development Agreements can be a useful means of achieving General Plan goals and policies, while providing the Developer with the ability to proceed with a development proposal. The basic approach is that the Developer would satisfy the requirements of the above land use element by either transferring development rights or density from other property owned by the Developer to the subject property or by contributing sufficient funds to allow the City to acquire and preserve as open space private property. Over the last several years, the City has on its own acquired property on and adjacent to the Chino Cone and has cooperated with other public agencies in the acquisition of additional property on the Chino Cone. There are still private land holdings on the Chino Cone and most significantly property on the west side and adjacent to Highway 111 are still under private ownership. The Developer of the Serena Park Project does not own any of these Chino Cone properties and is therefore unable to dedicate open space property and directly transfer development rights; however, the Developer acknowledges its density deficiency of its property, and that compliance with the General Plan policies is required.

The Developer has agreed to provide a payment to the City to assist the City in the acquisition of open space on the Chino Cone.

Description and Status of Proposed Terms

A draft Development Agreement was prepared concurrently with the original entitlement applications for the Serena Park Project reviewed by the Planning Commission in April 2016. At the April 27, 2016, meeting, the Planning Commission reviewed the general terms and conditions of the draft Development Agreement. A copy of the April 27, 2016, Planning Commission staff report is included as **Attachment 2**. In reviewing the draft Development Agreement, the Planning Commission took formal action and by 6-0 vote recommended approval of the Development Agreement to the City Council, with the following recommendations:

1. 20 year term
2. Developer to pay current building permit fees per unit adjusted every 5 years to the current reasonable rate as the City determines the cost of service.
3. Construction of a portion of an alternate for the CV Link Trail from Verona Road and Whitewater Club Drive to Sunrise Way across development.
4. Density Transfer: Payment of an in-lieu fee to be used by the City for acquisition of open space, with the City Council to determine the amount and location. The payment of the fees should be set by the City Council on a date certain (early in the process) in lump sum (not on a unit per unit basis).
5. Conversion of a portion of Golden Sands Drive from a private to a public street to match the current and projected use patterns and more fairly apportion the burden of maintenance and liability from the Four Seasons HOA
6. Developer will build a public park privately maintained by HOA with amenities identified in the Development Agreement.
7. Developer will provide 67 acres of open space within the development over and above City requirements and the Public Park
8. Fixed development standards and enforceable commitments to the adjacent HOA's:
 - o Max. building height 19 feet;
 - o Planting of landscape trees adjacent to existing homes shall be of species and spacing that minimize blocking of existing views;
 - o New walls adjacent to any phase of Whitewater Condominiums shall be built per the landscape exhibits in the PD, prior to commencement of grading on any area adjacent to that phase;
 - o Property lines adjacent to Phases 1, 2, 3 and 5 of Whitewater Condominiums shall be changed with lot line adjustments in accordance with Tentative Map exhibits or as requested by the HOA of the adjoining phase prior to recordation of any final map;
 - o The connection of Francis Drive to the Property shall be for emergency access, only;
 - o Four pedestrian gates shall be provided connecting the Whitewater Condominiums to the Property, one in Phase 1, one in Phase 3 and one on

- either side of Whitewater Club Drive near the entrance gates to the Whitewater Condominiums;
- A Knox-Box style gated entry for police and fire services shall be installed at the end of each of the cul-de-sacs adjacent to the entry road at Whitewater Club Drive;
 - Landscaping and Irrigation incorporating existing mature trees shall be provided in an eight foot wide landscape area on both sides of Whitewater Club Drive within the Property;
 - A six foot high slumpstone wall shall be built eight feet behind the existing paved road on both sides of Whitewater Club Drive, except where pedestrian and emergency access gates are provided.
9. Annual review to occur at least every 12 months during the term of the agreement.

A copy of the Planning Commission minutes from the action is included as **Attachment 3**.

Subsequently, as part of the City Council's consideration of the Serena Park Project at its August 3, 2016, meeting, staff outlined the draft terms and conditions of the Development Agreement to be associated with the project. In the September 7, 2016, staff report, the Council was advised the following with regard to the Development Agreement:

While the applicant has made significant progress in addressing many of the concerns related to the entitlement applications of the project, there are still a number of details relative to the proposed development agreement that have not yet been finalized. It is recommended that Council proceed in certifying the EIR and taking action on the entitlement applications for the project (General Plan Amendment, Planned Development District in lieu of Change of Zone, Major Architectural Application, Tentative Tract Map), conditioned upon the subsequent approval of the development agreement.

With regard to item 6, the Developer has agreed to construct and maintain a public park. On June 28, 2017, the Planning Commission conducted a Study Session to review the proposed public park, which is represented in Figure 3 on the next page.



Figure 3

The Planning Commission reviewed the proposed public park, and had the following comments:

- Limit space of golf, eliminate 2 trees
- Add a small dog park
- Review sight distances at trail intersections
- Consider traffic calming, surfacing and crosswalks
- Play areas should consider agility type and include amenities for younger children
- Consider pickle ball courts
- Add loop trail on east side
- Add demonstration garden (in dog leg)
- Consider fence around turf area for safety
- Add more shade trees
- Require construction of public park in Phase 1

Staff recommends that the Development Agreement require the final design of the public park to be consistent with the design included as part of the Final Planned Development District approved by the Planning Commission for the project.

In addition to the Development Agreement, a separate Density Transfer Agreement will be prepared to address the specific requirements for the transfer of density to the site that is necessary for compliance with the General Plan.

ENVIRONMENTAL IMPACT:

In accordance with Section 15063 of the California Environmental Quality Act (CEQA) Guidelines, the City of Palm Springs (Lead Agency) conducted an Initial Study and determined that the project raised potentially significant concerns. An Environmental Impact Report (EIR) was prepared to assure adequate review and analysis of potentially significant impacts associated with the project.

On December 23, 2014, the City of Palm Springs prepared and distributed the Initial Study and Notice of Preparation (NOP) to public agencies, including responsible and trustee agencies, members of the public, and the California office of Planning and Research, State Clearinghouse. In accordance with CEQA requirements, this began the 30-day public review period which concluded on January 21, 2015.

In addition, the City held a public scoping session on January 8, 2015, to provide an overview of the project and discuss the scope of the EIR analysis. The scoping session also provided an additional opportunity for the public to express comments and concerns, including those that should be addressed in the EIR.

After receiving comments at the scoping session and during the NOP comment period, a Draft EIR was prepared. The document provided a comprehensive review and analysis of environmental impacts associated with the proposed project. The Draft EIR

was released for public review on June 29, 2015. The Final EIR was prepared after the 45-day review period closed, and included responses to the comments received during the review period.

On September 7, 2016, the City Council adopted Resolution No. 24082, certifying the Final EIR for the Serena Park project. The Final EIR is the controlling environmental document for the Council's consideration of the Development Agreement and related Density Transfer Agreement.

FISCAL IMPACT:

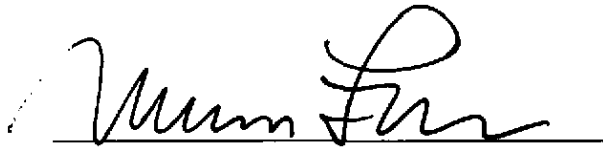
Approval of the Development Agreement will provide for the City's receipt of \$3,000,000 as an in-lieu fee for acquisition of open space required as part of the Density Transfer Agreement and in compliance with General Plan Land Use Policy LU2.2.

Pursuant to the terms of the draft Development Agreement, the Developer requests consideration of fixing development impact fees paid with Building Permits in 5 year increments throughout the duration of the 20-year term. The exact fiscal impact of this consideration is unknown, as it relates to the economic market and timing of issuance of building permits. As an estimate, considering only the 80 single family residential units to be constructed in Phase 1 (approximate 2,200 SF home with construction value of \$260,000) – with an assumed completion within 5 years, staff determined the following.

Using a recently issued Building Permit for a 2,105 SF home with construction value of \$263,478 within the Escena development, this building permit was issued at a total cost of \$15,656.73 – which would escalate by 5% increase after July 1, 2017, to \$15,907. Excluding fees paid to third parties or enterprise funds, the building permit fee is approximately \$9,261.

Under consideration is fixing this current fee of \$9,261 for 5 years, with an automatic adjustment to current fees in effect every 5 years. Thus, for 80 building permits issued in the first 5 years assuming delivery of 16 homes per year, the anticipated decreased revenue is approximately \$40,000. The actual fiscal impact will be dependent on many variables affecting the timing of issuance of building permits which are difficult to determine at this time.

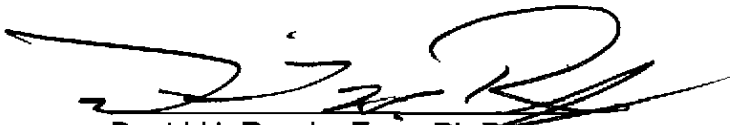
SUBMITTED:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager



Edward Z. Kotkin
City Attorney



David H. Ready, Esq., Ph.D.
City Manager

Attachments:

1. Original approvals (Resolutions-4, Ordinance-1)
2. April 27, 2016, Planning Commission staff report
3. Planning Commission minutes

ATTACHMENT 1

RESOLUTION NO. 24082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT FOR A PROPOSED GENERAL PLAN AMENDMENT, A PLANNED DEVELOPMENT DISTRICT IN LIEU OF A CHANGE OF ZONE, A MAJOR ARCHITECTURAL APPLICATION, AND A TENTATIVE TRACT MAP FOR A 386-UNIT RESIDENTIAL DEVELOPMENT ON A 156-ACRE SITE FORMERLY KNOWN AS THE PALM SPRINGS COUNTRY CLUB GOLF COURSE, GENERALLY LOCATED NORTH OF VERONA ROAD, EAST OF SUNRISE WAY AND SOUTHWEST OF THE WHITEWATER RIVER WASH.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS FINDS AND DETERMINES AS FOLLOWS:

- A. Palm Springs Country Club, LLC ("Applicant") filed applications pursuant to Palm Springs Zoning Code (PSZC) Section 94.04 (Architectural Review), Section 94.07 (Change of Zone), Section 94.03 (Planned Development District), Palm Springs Municipal Code (PSMC) Section 9.63 (Subdivision of Land – Procedure) and California Government Code Sections 65350-65362 (General Plan Amendment) for a proposed 386-unit residential development (APN 501-190-002, 501-190-011, 669-480-027, 669-590-066) ("Project").
- B. The Project is considered a "project" by the California Environmental Quality Act (CEQA).
- C. On December 23, 2014, the City issued a Notice of Preparation (NOP) and Initial Study on the Project indicating that a draft Environmental Impact Report (DEIR) would be prepared on the proposal. Under State Clearinghouse No. 2014121075, the NOP was circulated to responsible agencies and interested groups and individuals for review and comment. A copy of the NOP and comments thereon are included in Appendix B of the Draft EIR. The NOP comment period ran from December 23, 2014 to January 21, 2015.
- D. On January 8, 2015, a public Scoping Meeting was held to receive comments on preparation of the DEIR.
- E. A Draft EIR was prepared that reflected the independent judgment of the City as to the potential environmental impacts of the Project.
- F. On June 29, 2015, the DEIR was released and circulated for public review under State Clearinghouse No. 2014121075, with the 45-day comment period ending on August 12, 2015.

G. The City received written comments on the DEIR and prepared responses that describe the disposition of environmental issues raised by the comments, and made changes to the DEIR. The comments, responses to comments, changes to the DEIR and additional information were published in a Final Environmental Impact Report (FEIR) dated October 2015. The DEIR, the FEIR, and all the appendices comprise the "EIR" referenced in these findings and this Resolution.

H. Notice of a public hearing of the Planning Commission of the City of Palm Springs to consider the Project was given in accordance with applicable law for the meeting of November 12, 2015. At the November 12th meeting, the Planning Commission continued the item without holding a public hearing to an adjourned meeting on November 18, 2015.

I. On November 18, 2015, the Planning Commission held a public hearing on the Project in accordance with applicable law; at this meeting the Planning Commission continued the item for further review at a study session.

J. On January 27, 2016, February 10, 2016, and March 14, 2016, the Planning Commission held study sessions to review the Project in further detail.

K. On April 13, 2016, the Planning Commission held a public hearing on the Project in accordance with applicable law. Upon reviewing and considering all evidence presented, the Planning Commission voted to recommend that the City Council certify the EIR, make all required findings and statements of overriding considerations, and adopt all mitigation measures.

L. On August 3, 2016, the City Council held a public hearing on the Project in accordance with applicable law. After taking public testimony, the City Council voted to continue the item to the meeting of September 7, 2016.

M. At the meeting of September 7, 2016, the City Council carefully reviewed and considered the information contained in the EIR, all of the evidence presented in connection with the meetings on the Project including, but not limited to, staff reports on all aspects of the Project, and all written and oral testimony presented, and found the EIR to be in compliance with CEQA and found that any significant environmental impacts outlined in the report will be adequately mitigated or that there are overriding considerations that render such impacts acceptable.

N. A Mitigation Monitoring Program prepared for the EIR pursuant to CEQA has been incorporated into the Project whereby environmental impacts will be mitigated to the extent feasible.

O. The certification of the Draft EIR, and approval of the Mitigation Monitoring Plan, and the Statement of Overriding Considerations is consistent with the provisions of CEQA.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS RESOLVES AS FOLLOWS:

SECTION 1. The EIR is an adequate assessment of the potential environmental impacts of the proposed Project under the guidelines of the CEQA. The EIR has been prepared, published, circulated and reviewed in accordance with CEQA, the State CEQA Guidelines and the provisions of the City of Palm Springs. With the exception of cumulative Air Quality and Greenhouse Gas Emissions, which the EIR identifies as significant and unavoidable impacts, the mitigation measures outlined in the Mitigation Monitoring Plan are sufficient and adequate to reduce potentially significant impacts to less than significant levels.


SECTION 2. The City Council has reviewed and considered the information contained in the EIR prior to approval of the Project and the EIR reflects the City's independent judgment and analysis.

SECTION 3. The City Council adopts the Findings of Fact attached to this Resolution as Exhibit A.

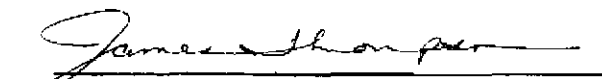
SECTION 4. The City Council adopts the Statement of Overriding Considerations attached to the Resolution as Exhibit B, including the specific finding that benefits of the Project outweigh the significant and unavoidable impacts to cumulative Air Quality and Greenhouse Gas Emissions.

SECTION 5. The City Council hereby certifies the EIR and adopts the Mitigation Monitoring Plan for the project, attached to this Resolution as Exhibit C. The documents that constitute the record of proceedings are located at 3200 E. Tahquitz Canyon Way, Palm Springs, California 92262, and the custodian for these documents is the City Clerk.

ADOPTED THIS 7TH DAY OF SEPTEMBER, 2016.


David H. Ready, City Manager

ATTEST:


James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. 24082 is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on the 7th day of September, 2016, by the following vote:

AYES: Councilmember Foat, Councilmember Kors, Councilmember Roberts,
Mayor Pro Tem Mills, and Mayor Moon.
NOES: None.
ABSENT: None.
ABSTAIN: None.

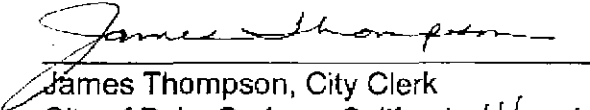

James Thompson, City Clerk
City of Palm Springs, California 11/22/2016

EXHIBIT A

Case 5.1327 PD-366 / ZC / MAJ / TTM 36691

Palm Springs Country Club, LLC
"Serena Park"

September 7, 2016

1. Findings of Fact Regarding the Final Environmental Impact Report Prepared for the Serena Park Project

The Draft EIR and Final EIR, prepared in compliance with the State CEQA Guidelines, evaluates the potentially significant and significant adverse environmental impacts that could result from approval of the Serena Park Project, which – as evaluated in the EIR – proposes the development and construction of 386 single family units on 126 acres and a public park on 5 acres located in the City of Palm Springs. The Project is located in the former Palm Springs Country Club Golf Course, which is Zoned Open Land Zones (O and O-5) and has a General Plan land use designation of Open Space Parks and Recreation (OS-P/R). The Project is requesting a Change of Zone from Open Land Zones to Planned Development District 366 (PD-366), and a General Plan Amendment to modify the land use designation from Open Space Parks and Recreation to Very Low Density Residential (VLDR). The project proposes a tentative tract map to subdivide the site into 386 lots for single family detached and attached units ranging from 1,342 sf. for attached units and up to 2,524 sf. for detached lots. The Project is located north of Verona Road, east of Farrell Drive, north of Joyce Drive, east of Sunrise Way and southwest of the Whitewater River Wash, and within Section 1, Township 4, Range 4 and Section 36, Township 3, Range 4.

As the FEIR concludes that implementation of the Project, as amended (and the Project alternatives) would result in adverse impacts, the City is required under the State CEQA Guidelines to make certain findings with respect to these impacts (CEQA Guidelines Section 15091). The required findings appear in the following sections of this resolution. This resolution lists and describes the following, as analyzed in the DEIR and FEIR: 1) potential impacts determined to be less-than-significant in the DEIR and FEIR; 2) significant impacts that can be avoided, minimized, mitigated, or substantially reduced with the implementation of feasible mitigation measures; 3) impacts determined to be insignificant or less-than-significant in the Initial Study Checklist; and 4) Project alternatives that were developed and studied consistent with the CEQA Guidelines. These findings are supported by substantial evidence in the record of proceedings before the City as stated below.

2. IMPACTS FOUND TO BE LESS THAN SIGNIFICANT IN THE DRAFT EIR AND FINAL EIR:

Environmental Analysis

4.1: Aesthetics

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.1-1 through 4.1-13 of the Draft EIR, the Project would not have a substantial adverse effect on a scenic vista, it would not damage scenic resources, the character or quality of the site and its surroundings would not be substantially degraded, and the project would not create a substantial light source which would adversely affect day or nighttime views in the area. Therefore, the Project would result in no significant aesthetic impacts and no mitigation is required.

4.2: Air Quality

Exposure to Objectionable Odors

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.2-1 through 4.2-51 of the Draft EIR, the South Coast Air Quality Management District (SCAQMD) has compiled a list of facilities and operations that tend to produce offensive odors. While almost any source may emit objectionable odors, residential buildings are not identified on the SCAQMD list as common sources of odor emissions. No operation or activity on-site shall cause the emission of any smoke, fly ash, dust, fumes, vapors, gases, odors, or other forms of air pollution which exceed levels identified as acceptable by the SCAQMD or the *Palm Springs 2007 General Plan* or *Palm Springs Municipal Code*. Therefore, the Project is anticipated to produce less than significant impacts pertaining to the generation of objectionable odors affecting a substantial number of people.

Consistency with Regional Air Quality Plans

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.2-1 through 4.2-51 of the Draft EIR, air quality impacts associated with the proposed project may be considered cumulatively considerable because the project is not consistent with the population growth assumed as the basis for the development of the most recently adopted Air Quality Management Plan. The proposed project would require a change in the existing land use designation (e.g., a General Plan Amendment and Zone Change). Although the project-related long-term operational emissions of PM10, ROG and NOx would be greater than the emissions anticipated for the site if developed under the existing land use designations, these emissions would be less than the significance thresholds established by the SCAQMD for both project-level and cumulative impacts.

4.3: Biological Resources

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.3-1 through 4.3-16 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, it was determined that the implementation of the Serena Park development project would

result in less than significant impacts to many Biological Resources. A biological investigation and survey showed that no plants, reptiles, birds, or mammals that are identified by local, state or other government agency, were encountered or showed substantial evidence of occupied habitat on the proposed project site. The proposed project can be expected to result in the elimination of approximately 14 acres of creosote scrub habitat including any native plant and animal species that may currently live on the project site. Creosote scrub habitat is widespread in the desert regions of California. There are no federally protected wetlands as defined by Section 404 of the Clean Water Act. Hydrology analysis illustrates onsite storm flows across the developable plan area sheet flow and infiltrate over a wide spread area and are not concentrated in a defined channel or wash. There are no blue-line stream courses, as depicted by the United States Geology Survey map on the project site. Therefore, the loss of this habitat and other natural resources on the project site cannot be said to constitute a significant adverse impact to the continued existence of the plant community and natural resources. Less than significant impacts are anticipated related to this issue.

4.4: Cultural Resources

Historical Resources

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.4-1 through 4.4-8 of the Draft EIR, the proposed project site was completely developed in the past as a golf course and has since been allowed to go fallow. Currently, there are no buildings on the project site, the former clubhouse has since been demolished and the last vestiges of the former golf course are hard surface areas such as tennis courts, clubhouse foundation and old golf cart paths. As there are no buildings or any recorded historical sites on the property, the redevelopment of the property will not cause any adverse change in historical resources. Less than significant impacts are anticipated.

Archeological and Paleontological Resources

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.4-1 through 4.4-8 of the Draft EIR, archaeological and paleontological resources associated with the Project site are currently unknown and may be buried beneath the old golf course. Standard Conditions requiring on site monitoring by qualified Archaeologists/ Paleontologist during grading is required. Monitors shall stop grading operations should any archaeological or paleontological resources be found during construction. Archaeological resources will be evaluated before development activities resume. Less than significant impacts are anticipated to archaeological and paleontological resources following standard conditions for archaeological monitoring.

Disturbance of Human Remains

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.4-1 through 4.4-8 of the Draft EIR, the proposed Project is not anticipated to disturb any human remains, including those interred outside of formal cemeteries. The California Health and Safety Code, Section 7050.5, and the CEQA Guidelines Section 15064.5 require that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site, or

any nearby area reasonably suspected to overlay adjacent remains, until the County Coroner has examined the remains. The Coroner shall contact Native American Heritage Commission if any Native American Human Remains are found. The monitor has the authority to halt any excavation during construction if any human remains are found. In this circumstance, less than significant impacts are anticipated following project standard conditions.

4.5: Geology and Soils

Seismic Ground Shaking

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.5-1 through 4.5-9 of the Draft EIR, building new structures for human occupancy would increase the number of people exposed to local and regional seismic hazards. However, the project does not lie within a currently delineated Alquist-Priolo fault zone or in an area subject to seismic related ground failure. Therefore, no impacts related to known earthquake faults are expected.

Soil Erosion

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.5-1 through 4.5-9 of the Draft EIR, the soils were visually classified to be in the low expansion category in according with the California Building Code. Therefore, less than significant impacts are anticipated related to expansive soils.

Liquefaction

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.5-1 through 4.5-9 of the Draft EIR, liquefaction more often occurs in earthquake-prone areas underlain by young (Holocene age) alluvium where the groundwater is shallower than 50 feet below the ground surface. However, within the Project site, other geologic hazards, including fault rupture, liquefaction, seismically induced flooding, landslides and lateral spreading are considered low or negligible on this site. Therefore, less than significant impacts are anticipated.

Septic Tank

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.5-1 through 4.5-9 of the Draft EIR, soils that are incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water are a concern. However, the project will not utilize a septic system. Sewer services will be provided by the City of Palm Springs. Therefore, no impacts are anticipated related to septic usage.

Other Geotechnical Constraints and Impacts

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.5-1 through 4.5-9 of the Draft EIR, the Project site is suitable for the proposed development provided that

the following recommendations primarily contained within the project specific Geotechnical Report are followed in the design and construction of the project. Following implementation of the Standard Conditions and Mitigation Measures discussed in pages 4.5-7 through 4.5-9 of the DEIR, the Serena Park project is expected to result in less than significant impacts related to Geology and Soils.

4.7: Hazards and Hazardous Materials

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.7-1 through 4.7-10 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, the project site and its surrounding property is not located on a hazardous material site and is not expected to generate any hazardous waste beyond what is commonly found within household uses. Any hazardous materials that may be present are usually associated with landscaping and building maintenance. However, because these products are usually used in only small quantities, they would not typically pose a threat to the project or surroundings. The Phase I and Phase II reports prepared by Earth Systems as described in *Section B. Existing Conditions* of this report clear the site from any further investigation. Should any hazardous materials be located during construction activities, they will be required to be hauled to an approved location and/or landfill. The *General Plan EIR* identified no significant impacts with regard to hazards and hazardous materials. Less than significant impacts are anticipated to the routine transport, use, or disposal of hazardous materials and the release of hazardous materials into the environment.

4.8: Hydrology and Water Quality

Water Quality

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.8-1 through 4.8-28 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, the proposed project will reduce its potential impacts to water quality and waste discharge standards to less than significant levels by complying with the applicable regulatory programs during construction and throughout the life of the project (operation). To address the project's pollutants of concern, the project will incorporate site design measures that include infiltration BMPs, also known as retention basins. These facilities consist of an earthen basin designed to collect and infiltrate the project's stormwater through the bottom of the basin. As a result, such runoff does not leave the project and does not enter any downstream stormwater conveyance, including streams. Infiltration Best Management Practices (BMPs) have been found to have an adequate pollutant removal effectiveness (medium-to-high) to address the potential pollutants of concern. Compliance will involve the development of detailed plans to demonstrate the appropriate implementation, recordkeeping and monitoring activities that address the water quality objectives and prevent any violations.

A Stormwater Pollution Prevention Plan (SWPPP) and a Fugitive Dust (PM10) Management Plan will be developed and implemented throughout all construction activities. Construction site BMPs, including erosion control, sediment control, tracking control, non-stormwater management and waste management measures will be implemented to prevent any contamination of water that could occur as a result of construction activities of the proposed project. To address potential impacts during the life of the project (operational), the project developer will prepare and submit a Project-

Specific Water Quality Management Plan (WQMP) in accordance with the regulations of the Municipal Separate Storm Sewer System (MS4) within the Whitewater River Watershed (Order No. R7-2013-0011 and NPDES No. CAS617002). The detailed plan will be submitted to the City for review and approval prior to the issuance of a Grading Permit and it will be implemented throughout the life of the project. Following implementation of Regulatory requirements impacts to water quality and waste discharge are expected to be less than significant. Impacts that would otherwise substantially degrade water quality are not expected.

Groundwater Supplies

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.8-1 through 4.8-28 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, water consumption expectations are related to several factors. Residential use of water is one factor in consumption rates. Measures such as low flow fixtures and appliances will help to keep this consumption to acceptable levels. Long term ground water levels in the area are currently being stabilized by actions including the practice of artificial recharge of State Water Project supplies and other surplus water, orderly expansion of recycled water system and aggressive investment in and promotion of conservation programs.

The Project will be required to employ modern and efficient water conservation methods and technology both architecturally and as part of the project's architectural and landscaping design. Elements such as low flow shower heads and faucets, dual flush toilets, and xeriscaping of plants are strongly encouraged. Builders are strongly encouraged to consult with the Desert Water Agency on methods to implement the latest trends in water conservation available, recommended by the district for all customers in the service area. The proposed project is not expected to result in impacts related to a substantial reduction in the amount of groundwater. For these reasons, impacts to groundwater supplies and recharge capability from the project are expected to be less-than-significant and no mitigation is required.

Drainage Patterns and Erosion

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.8-1 through 4.8-28 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, water and wind-based soil erosion throughout the Project site, including fugitive dust emissions, are mitigated through the application of a soil polymer and mulch. Such form of maintenance helps preserve the soil condition stabilized. The project will not alter any existing stream, river or drainage pattern on the project site. An engineered storm drain system and two retention basins that will adequately convey and accept runoff from the tributary off- and on-site areas will be included. This will address problematic soil erosion, sedimentation, and flooding conditions will be prevented. Specifically, storm from the project and tributary off-site area will drain to the proposed streets, then conveyed via the proposed street wedge curbs to a series of storm drain inlets. For these reasons, less than significant impacts are anticipated pertaining to: 1) soil erosion, sedimentation, flooding or contribution of stormwater; with the proposed improvements, 2) less than significant impacts are expected to existing site drainage patterns, including the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site, and 3)

with the proposed improvements, the project is not expected to create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Less than significant impacts are expected.

Proposed Housing or Structures in Relation to a 100-year Flood Hazard Area

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.8-1 through 4.8-28 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, the following findings were made: 1) the Project will not place housing within a 100-year flood hazard area mapped on a Federal Flood Insurance Rate Map or other flood hazard delineation map; therefore, less than significant impacts are anticipated; 2) the proposed basins provide sufficient storage to not only retain the project's incremental increase in flood volumes from the 100 year storm event (required by the City of Palm Springs Master Drainage Plan) but the project's 100 year storm event in its entirety; therefore, it is concluded that the proposed project will not adversely affect persons or properties onsite or existing downstream drainage facilities or developments; and 3) the repurposing of the existing a golf course with the proposed residential development will not introduce people or structures to an area with risks involving flooding as a result of failure of any of the City's flood protection system facilities; therefore, less than significant impacts are expected.

Seiche, Mudflow, Tsunami

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.8-1 through 4.8-28 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, the following findings were made: 1) the proposed project basins will only retain stormwater runoff during and for a short period of time following rain events; therefore, impacts related to inundation by seiche are considered less than significant; 2) site development is not located in an area prone to potential mudflow impacts; therefore, less than significant impacts are expected; and 3) the Project is located inland and is not in an area that includes the possibility of inundation by a tsunami; therefore, less than significant impacts are expected.

4.9: Land Use and Planning

Physical Division of an Established Community

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.9-11 of the Draft EIR, no significant impacts relative to *General Plan* consistency would occur with the implementation of the proposed Project. The property was originally developed as a golf course in a residential setting. Because the golf course was privately owned separately from the surrounding community, it acted as a physical barrier and surrounding residential neighborhoods developed around it over time as discrete, separated neighborhoods. The project would replace the golf course with residential uses, infilling and completing the surrounding residential land use pattern. Consequently, since the surrounding neighborhoods already function independently and the project introduces a compatible residential use, it would unify, rather than divide, the community. In addition, the project would replace underutilized, unmaintained land with new residential homes

that would enhance the local area. Less than significant impacts to physically dividing an established community are anticipated.

Plan Consistency

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.9-1 through 4.9-19 of the Draft EIR, the Project has undergone a full compatibility review by the Riverside County Airport Land Use Commission (ALUC). The project will comply with relevant policies and has received a determination of consistency from the ALUC. The consistency determination verifies that the project complies with all ALUC compatibility policy. The Project will not conflict with any applicable land use plan, policy or regulation, less than significant impacts are anticipated.

Habitat, Conservation, and Natural Community Plans

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.9-11 through 4.9-17 of the Draft EIR, payment of required development impact fees and/or any voluntary dedication of land within the Whitewater Floodplain Conservation Area will render the Project consistent with the CVMSHCP. Additionally, the Project is not on Tribal land and not subject to the THCP. It does lie adjacent to the "Valley Floor Conservation Area, Section 6 Target Acquisition Area" immediately to the east. However, this portion of the project is in the Whitewater River Floodplain and not proposed for development. Consequently, it serves as a buffer between the portions of the project to be developed and Tribal land. For these reasons, the project is consistent with the THCP. In addition, because the project includes a General Plan Amendment, Tribal consultation is required according to Senate Bill 18 (SB 18). Therefore, the project will not conflict with any applicable habitat or conservation plans. Less than significant impacts are anticipated.

4.10: Noise

Long Term Noise Impacts

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.10-1 through 4.10-9 of the Draft EIR, in the community noise assessment, changes in noise levels greater than 3 dBA are often identified as significant, while changes less than 1 dBA will not be discernible to local residents. However, the project is not expected to result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. Therefore, less than significant operational noise impacts are expected to result due to the proposed land use.

Groundborne Vibration

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.10-1 through 4.10-10 of the Draft EIR, and as mentioned previously, the project site is not located in close proximity to any significant sources of vibration such as railroads, wind turbines, or heavy truck facilities. The City of Palm Springs Zoning Code 11.74.020 defines the "Vibration perception threshold" as the minimum ground- or structure-borne vibrational motion necessary to cause a normal person to be aware of the vibration by such direct

means as, but not limited to, sensation by touch or visual observation of moving objects. The site exists in a graded condition with engineered soils, so impacts associated with rock relocation or crushing will not occur. Additionally, recommendations provided to mitigate temporary noise impacts during construction will work concurrently to reduce impacts related to vibration. Less than significant impacts related to groundborne vibration or groundborne noise levels are expected to result due to the proposed land use.

Off-site Operational Noise Impacts

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.10-1 through 4.10-11 of the Draft EIR, the project proposes residential land uses similar to those surrounding the project site. It is expected that the implementation of the proposed project, including the park, would generate noise levels similar to those of the surrounding communities. According to the Noise Analysis Letter Response to Comments the noise levels generated by activities at the park would have the potential to annoy adjacent noise-sensitive receptors but would be unlikely to exceed the applicable noise standards. The noise generated by the park would be subject to the provisions of the Palm Springs Noise Ordinance. In either case, there are no existing noise-sensitive receptors adjacent to the proposed park. Future homeowners will be informed of the park when they purchase their residences. Less than significant impacts are anticipated relative to noise impacts associated with the proposed public park.

Off-site Vehicular Noise Impacts

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.10-1 through 4.10-17 of the Draft EIR, the noise study determines that the proposed project would generate a 3.0 dBA or greater noise increase for only one of the thirty-eight segments analyzed. An increase of 3.2 dBA is expected to occur along Whitewater Club Drive, between Via Escuela and Verona Road. While this noise increase is considered discernable, the noise increase would not cause nearby residences exposure to noise levels greater than 60 CNEL. Therefore, less than significant impacts related to a substantial permanent increase in ambient noise levels in the project vicinity are expected to result due to the proposed land use.

Airport Noise Impacts

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.10-1 through 4.10-18 of the Draft EIR, the proposed project is consistent with the residential density requirements in the *Riverside County Airport Land Use Compatibility Plan Policy Document*. The project shall comply with all requirements identified in the *Riverside County Airport Land Use Compatibility Plan Policy Document* (adopted March 2005) related to residential development within the Palm Springs International Airport Influence Area. The ALUC Development Review found the project consistent with the 2005 Palm Springs International Airport Land Use Compatibility Plan. Therefore the proposed project which is located within an airport land use plan is not expected to expose people residing or working in the project area to excessive noise levels. Therefore, less than significant impacts related to a substantial permanent increase in ambient noise levels in the project vicinity are expected to result due to the proposed land use.

Airstrip

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.10-18 of the Draft EIR, the proposed project is not located within the vicinity of a private airstrip. Therefore, no impacts are expected relative to this issue.

4.11: Population and Housing

Population Growth

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.11-4 through 4.11-6 of the Draft EIR, although the project proposes to convert designated open space to residential use, compatibility with the General Plan's growth projections is anticipated. This growth is not expected to significantly impact the remainder of the Palm Springs population or its neighboring areas. Therefore, the project is not expected to induce substantial population growth directly or indirectly. Less than significant impacts are expected.

Displacement of Population or Housing

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.11-6 of the Draft EIR, the project site is vacant land and will not result in the displacement of existing housing or people, necessitating the construction of replacement housing elsewhere. Less than significant impacts are anticipated related to these topics.

4.12: Public Services

Fire Protection

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.12-13 through 4.12-14 of the Draft EIR, the project will result in 386 residential units. Development of the proposed project will contribute to the existing demand for fire protection services. The project location occurs in a highly populated area of Palm Springs which is considered to have a very low risk of wide-spread fire. The project is not located within a wildland area which could contain significant fire hazards and risk.

The Palm Springs Fire Department operates 3-shifts with 16 firefighters for 24-hour fire protection. Per communication with Deputy Fire Chief Ron Beverly, the project site occurs within the response area of Palm Springs Fire Station No. 443 on Racquet Club and Via Miraleste. This station will provide first response to the project site. Due to the close proximity of this station to the project site, and its adjacency to existing development with various points of access, adequate response times of 5 minutes or less will be met. For these reasons, potential impacts to fire services associated with the Serena Park are considered less than significant and no mitigation measures are necessary.

Police Protection

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.12-14 through 4.12-15 of the Draft EIR, the proposed project would not substantially increase the need for new or expanded police facilities. The project will be required to annex into the City's Community Facilities District (CFD) to assist in the financing of police, fire protection and suppression services and both emergency and non-emergency services. The special taxes collected will help offset costs and demand for police service to the project site. Impacts to police protection services resulting from the Serena Park project are anticipated to be less than significant.

Schools

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.12-15 through 4.12-16 of the Draft EIR, the project has the potential to generate 83 new students based on the student generation factors provided by PSUSD. Enrollment to school within the City of Palm Springs has been consistent the past 5 years as shown in Table 4.12-1. As previously mentioned, Vista Del Monte Elementary, Raymond Cree Middle School, and Palm Springs High School, are located within the school boundary. All three schools are running under operating capacity and the additional 83 students generated by the project would not result in overcapacity. The project developer will pay the required developer fee to the PSUSD which at the time of writing is \$3.43 per square foot for residential development and \$0.51 per square foot for commercial/industrial buildings. Developer fees are state legislated (AB 2926) and monies collected are used for construction and reconstruction of school facilities. Additionally, the developer will be required to pay applicable Development Impact Fees to assist in offsetting impacts to school facilities. Project implementation will not require the development of additional school facilities and impacts are considered less than significant.

Parks/Recreation

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.13-8 through 4.13-9 of the Draft EIR, The project proposes to redevelop the former golf course with approximately 386 residential units including a 5-acre public park. Within the development the project proposes 42.56 acres of private common areas, paseos, and Private Park. Pedestrian trails will also be part of the project and open to the public. The Land for the public park will be dedicated to the City and could potentially serve as a trail head for the future "CV Link" multi-purpose regional trail that will provide alternative transportation for biking, walking or low speed electric vehicles. The CV Link provides a physical connection between neighborhoods, communities and amenities. Portions of these open space areas will also be used for drainage and stormwater retention. The 2011 U.S. Census estimates the household size is 1.95 persons in Palm Springs. Using this number per dwelling unit the proposed project could generate approximately 837 new residents at project build-out. With this rise in population demand for parks and recreation facilities will increase. Based on the City's goal of providing 5-acres of parkland per 1,000 residents a minimum dedication of 4.4 acres of parkland would be required. The proposed 5-acre park and 43.4 acres of private open space fulfills the parkland requirement associated with the project. Less than significant impacts are anticipated to recreational use.

Other Public Facilities

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.12-16 of the Draft EIR, the development of the proposed project is anticipated to have less than significant impacts to library services and its facilities. Future residents of the proposed project will have access to the Palm Springs Library and the Welwood Murray Memorial Library. Other library facilities include the City of Rancho Mirage and other various existing branches of the Riverside County Library Systems located throughout the valley. The primary source of funding for the Palm Springs library comes from the City's General Fund. Additionally, the Friends of the Palm Springs Library hold various fund raising events to raise money for the purchase of library materials and equipment. The Project implementation will not require the development of additional public facilities. Less than significant impacts are expected.

4.13: Recreation

Parks or Recreational Facilities

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.13-9 of the Draft EIR, the 2011 U.S. Census estimates the household size is 1.95 persons in Palm Springs. Using this number per dwelling unit the proposed project could generate approximately 837 new residents at project build-out. With this rise in population demand for parks and recreation facilities will increase. Based on the City's goal of providing 5-acres of parkland per 1,000 residents a minimum dedication of 4.4 acres of parkland would be required. The proposed 5-acre park and 43.4 acres of private open space fulfills the parkland requirement associated with the project. Less than Significant impacts are anticipated to recreational use.

Adverse Physical Effects

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.13-9 of the Draft EIR, the proposed project provides recreational amenities and open space for future residents which will offset the demand for the City's parks and recreation. Additionally, a portion of the residents within the development may be seasonal, which would not contribute to a year round demand. Permitted uses, rules, and regulations for the use of these proposed recreational facilities will comply with applicable City standards and requirements. Development of the proposed project is anticipated to result in less than significant impacts to existing neighborhood and regional parks and recreational facilities. No adverse physical effects to the environment are anticipated from the development of the Serena Park project. Therefore, less than significant impacts are anticipated.

4.14: Transportation/Traffic

Congestion Management Program

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.14-1 through 4.14-37 of the Draft EIR, the Coachella Valley Association of Governments (CVAG) has developed a Transportation Uniform Mitigation Fee (TTUMF) that compliments the objectives of the Congestion Management Program (CMP). In this circumstance, the

project will not conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways. Therefore, less than significant impacts are expected related to conflicts with the applicable congestion management program.

Air Traffic

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.14-1 through 4.14-37 of the Draft EIR, the airport closest to the project is Palm Springs International Airport, located approximately 0.5 miles south of the Project Site. Due to the estimated density and proposed land use of this project, less than significant impacts are expected related to air traffic. No change in air traffic patterns will result due to the project, since the projected numbers of residential units are not expected to cause a significant increase in population or air delivery services that would result in a resultant significant increase in air traffic levels. Therefore, impacts associated with Air Traffic are expected to be less than significant.

Hazards

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.14-37 through 4.14-38 of the Draft EIR, the project design includes streets that organically follow the existing site characteristics. The Circulation system shall be designed in compliance with Municipal Code Chapter 12.32 Parking Requirements and Chapter 8.04.510 California Fire Code Additions, Amendments and Deletions. Temporary hazards during construction can arise from conflicts with construction vehicles and passenger traffic. Consultation with the City aids in determining the safety of construction staging areas and off site routes utilized for transporting construction materials and debris (including excavated soils.) Traffic control plans for construction traffic, work to maintain safety during all phases of construction. Therefore, impacts associated with hazards are expected to be less than significant.

Emergency Access

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.14-38 through 4.14-39 of the Draft EIR, Project Traffic Analysis, ingress and egress design appears to include adequate vehicle maneuvering and stacking space to avoid conflicts with internal and external traffic and circulation patterns. No changes to any traffic control devices at any of the key intersections are recommended for any of the scenarios evaluated. The proposed roundabouts appear to include appropriate geometric design features and provide adequate capacity to accommodate future traffic demands. Improvements will be processed through the City and the Fire Department for approval.

The project design will be in compliance with Municipal Code Chapter 8.04.510 California Fire Code Additions, Amendments and Deletions. Therefore, impacts associated with emergency access are expected to be less than significant.

Parking Standards

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.14-39 of the Draft EIR, vehicular parking for the Project would be provided per City standards for associated land uses and therefore ample parking is proposed to be provided in each Planning Area's design. Design will be in compliance with the Municipal Code Chapter 12.32 Parking Requirements and Chapter 8.04.510 California Fire Code including Additions, Amendments and Deletions. Therefore, it is not anticipated that implementation of the Project would result in inadequate vehicular parking. A less than significant impact is anticipated.

Alternate Transportation

Facts in Support of Finding

As presented in and determined by the analysis contained on page 4.14-39 of the Draft EIR, the project includes an integrated system of bicycle and pedestrian trails within its common open space, along separated multi-use pathways in parkways. Trails are proposed according to City of Palm Springs standards. The trail system provides access to bicyclists and pedestrians throughout the site and serves to connect the existing development to the west of, or encircled by, the project with the wash, park and future CV Link Project.

The SunLine Transit Agency currently provides transit service within the City Limits of Palm Springs. Existing public transit service is provided for the project area. The proponents of this project will maintain coordination with the SunLine Transit Agency in order to secure appropriate facilities. Therefore, a less than significant impact is expected relative to adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities.

4.15: Utilities and Service Systems

Wastewater Services and Treatment

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.15-1 through 4.15-11 of the Draft EIR, the proposed Project will result in the construction of 386 residential lots, interior streets, and integrated open space. The project would be connected to public sewer system provided by the Desert Water Agency. An 8" sewer main is located in Farrelll Dr., Verona Rd., East View Rd., and Sunrise Way. Wastewater is transported to Veolia North Amercia's Treatment Plan, a 10.9 mgd trickling filter plant located at 4375 E. Mesquite Dr. Wastewater from the proposed project would be typical of other residential projects in Palm Springs. Therefore, less than significant impacts are anticipated to exceeding wastewater treatment.

Development of the Serena Park project requires the extension and installation of sewer infrastructure to the project site. According to preliminary engineering plans, all sewer lines throughout the project will be installed within the proposed rights-of-way of the internal street system and connection stubs will be established at the locations of each residential site, providing for full services once homes are constructed. To reduce the impact of the proposed project on the existing sewer system, the proposed sewer system will separate flows towards two separate sewer systems. Doing so will satisfy

the City of Palm Springs Sewer Master Plan requirements while also alleviating an existing surcharge condition within the existing Palm Springs sewer Collection system.

Proposed sewer infrastructure will comply with applicable wastewater treatment requirements and City standards. The proposed project will be consistent with the adopted General Plan Policies given that the project developer will pay sewer fees associated with project development. According to the City of Palm Springs, it has the capacity to accommodate wastewater generated by the proposed project and the construction of new wastewater treatment facilities is not required. Additionally, the Project is anticipated to attract second homebuyers which will reduce the year-round impacts related to wastewater generation. Therefore, no significant impacts to existing sanitary water services is expected to result from the development of the proposed project.

Stormwater Management

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.15-1 through 4.15-12 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, implementation of the proposed project which includes the creation of impervious surfaces is anticipated to affect current drainage patterns on-site. The project proposes to convey and retain all stormwater flows on-site by way of a private stormdrain and retention basin system. Two retention basins in the form of public and private parks will retain the stormwater flows from the site. Both basins are located in the southern subarea of the development, Retention Basin 1 along Street A in the center of the subarea, and Retention Basin 2 in the southeast corner of the subarea. These basins have a combined capacity of 871,625 Cubic Feet (Approx. 20 Acre Feet). A private stormdrain system beneath street ROW and lettered lots will convey stormwater flows to the retention basins. Temporary impacts to water quality during construction will be mitigated and reduced to less than significant levels through required preparation and implementation of a Storm Water Prevention Pollution Plan throughout all construction activities. Therefore, less than significant impacts to storm water drainage facilities or expansion are expected to result from the future development of the proposed project.

Domestic Water Services

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.15-1 through 4.15-12 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, development of the project from its present condition will increase the existing demand for domestic water supply and services. However, in comparison to the site's previous use as a golf course, the site is expected to use less water as a residential development. The Desert Water Agency will provide water service to the site provided on-site water system improvements and portions of the property be set aside for development of domestic water wells. The DWA Master Water Plan shows a 2400 gpm proposed replacement well plant with a 12" proposed pipeline on the northern subarea of the proposed Serena Park project.

Facilities will be analyzed during the design process of any future development and facility fees will be collected to aid in financing any needed extensions/expansions necessitated by the project. Future design of the development will be expected to follow water conservation guidelines included within the Palm Springs General Plan and Desert

Water Agency standards to mitigate the impacts to public water supplies. Therefore, less than significant impacts to domestic water services are expected to result from the future development of the proposed project.

Solid Waste Management

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.15-1 through 4.15-14 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, implementation of the proposed residential project has the potential to generate approximately 361 tons of solid waste per year. The proposed land uses on the project site is not expected to produce unusual high quantities of solid waste or hazardous waste materials. Collected solid waste from the project site will be transported to the Edom Hill Transfer Station which has a permitted capacity of 2,600 tons of waste and recyclables per day. During buildout, the Project could contribute approximately 1,983 pounds or 0.99 tons of solid waste to the local transfer station daily. All solid waste activities resulting from the implementation of the proposed project will be carried out in compliance with all State, Federal and local statutes regulating solid waste. Therefore, no significant impacts to solid waste services are expected to result from project implementation.

Electric Services

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.15-1 through 4.15-14 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, future development of proposed residential uses on the project site will generate demand for electric services. The annual electrical demand during buildout of the project is approximately 2,475,660 kwh/yr. Project developer will adhere to City and appropriate agencies' development standards and requirements. Project design will incorporate energy efficient standards that comply with Title 24, as required by state law. As a result, no significant impacts to electric services are expected to result from the implementation of the project.

Natural Gas Services

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.15-1 through 4.15-15 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, natural gas consumption at the project site is associated with residential uses. Project design will incorporate natural gas conservation measures. The proposed project is not expected to have significant impacts to natural gas services.

Telephone Services

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.15-1 through 4.15-15 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, extension of telephone conduits/lines and appurtenances will be necessary to provide telecommunication services to future residents of the proposed project. Verizon will

provide telephone services to the project site. Significant impacts to telephone services are not expected to result from project development.

Cable Service

Facts in Support of Finding

As presented in and determined by the analysis contained on pages 4.15-1 through 4.15-16 of the Draft EIR and in the Final EIR Response to Comments and Errata thereto, implementation of the proposed project will require the extension/installation of cable lines and related facilities. Time Warner Cable will provide cable services to the project site. No significant impacts to cable services are expected to result from the implementation of the proposed project.

3. SIGNIFICANT IMPACTS WHICH CAN BE AVOIDED OR REDUCED WITH MITIGATION

In this section of the Findings of Fact, the City, as authorized by Public Resources Code Section 21081(a)(1) and Title 14, California Code of Regulations Section Sections 15091 and 15092, identifies the significant impacts that can be eliminated or reduced to a less-than-significant level with the implementation of mitigation measures recommended in the Draft EIR and Final EIR. These mitigation measures are hereby incorporated into the description of the Project and their implementation will be tracked through the Mitigation Monitoring and Reporting Program.

Environmental Analysis

4.2: Air Quality

Construction Related Air Quality

Significant Impact

As presented in and determined by the analysis contained on pages 4.2-1 through 4.2-50 of the Draft EIR, construction of the project may temporarily increase emissions.

Finding

As authorized by Public Resources Code Section 21081(a)(1) and Title 14, California Code of Regulations Section 15091(a)(1), the City finds that changes or alterations have been required herein, incorporated into the project, or required as a condition of project approval, which mitigate or avoid the significant environmental impact listed above, and as identified in the Final EIR. The City further finds that the change or alteration in the project or the requirement to impose the mitigation as a condition of project approval is within the jurisdiction of the City to require, and that this mitigation is appropriate and feasible.

Facts in Support of Finding

Construction activities undertaken to implement all proposed portions of the project will cause temporary increases in localized ROG, NOx, CO, SO2 and PM10 emissions, and concentrations in the project vicinity. However impacts are expected to be less than significant following implementation of recommendations within the Air Quality analysis, City of Palm Springs regulations for grading and construction activities along with the implementation of MM 4.2-1 through MM 4.2-12 as presented in and determined by the

analysis contained on pages 4.2-1 through 4.2-51 of the Draft EIR. Less than significant impacts related to a substantial temporary increase in ambient criteria emission levels in the project vicinity above levels existing without the project are expected to result following implementation of mitigation measures and standard conditions during construction activities.

4.3: Biological Resources

Sensitive Species

Significant Impact

As presented in the analysis on pages 4.3-15 through 4.3-16 of the Draft EIR, the burrowing owl was not identified within the developable project area. The habitat is considered suitable. The species commonly enlarges rodent burrows and utilizes them for nesting. The federal Migratory Bird Act prohibits harming the owl. At present time the Service approves of the mitigation provided in the "Staff Report on Burrowing Owl Mitigation" prepared by the California Department of Fish and Game on March 7, 2012. Mitigation approved by the U.S. Fish and Wildlife Service is required to reduce potential impacts to less than significant levels.

Finding

As authorized by Public Resources Code Section 21081(a)(1) and Title 14, California Code of Regulations Section 15091(a)(1), the City finds that changes or alterations have been required herein, incorporated into the project, or required as a condition of project approval, which mitigate or avoid the significant environmental impact listed above, and as identified in the Final EIR. The City further finds that the change or alteration in the project or the requirement to impose the mitigation as a condition of project approval is within the jurisdiction of the City to require, and that this mitigation is appropriate and feasible.

Facts in Support of Finding

As discussed and Analyzed in Section 4.3 of the Draft EIR, the burrowing owl was not found onsite. The absence of this species is unexplained as it is often found in highly disturbed areas where native vegetation has been removed. Burrowing owls are known to be resident species within the city limits of Palm Springs, meaning that they could arrive and inhabit the abandoned golf course at any time. Due to the sites suitable habitat for the Burrowing Owl, a pre-construction survey is required. With implementation of MM 4.3-1, this impact would be mitigated to a level of less than significant.

4.5: Geology and Soils

Geological Constraints

Significant Impact

As presented in and determined by the analysis contained on pages 4.5-7 through 4.5-9, the project site includes potentially significant geological constraints.

Finding

As authorized by Public Resources Code Section 21081(a)(1) and Title 14, California Code of Regulations Section 15091(a)(1), the City finds that changes or alterations have been required herein, incorporated into the project, or required as a condition of project approval, which mitigate or avoid the significant environmental impact listed above, and as identified in the Final EIR. The City further finds that the change or alteration in the

project or the requirement to impose the mitigation as a condition of project approval is within the jurisdiction of the City to require, and that this mitigation is appropriate and feasible.

Facts in Support of Finding

The site is expected to be exposed to potentially significant geotechnical constraints and impacts identified within the Geotechnical Analysis such as ground shaking, underlying geologic conditions, wind and water erosion and ground settlement. The site is suitable for the proposed development provided the recommendations primarily contained within the project specific Geotechnical Report are followed in the design and construction of the project. Following implementation of SC 4.5-1 through SC 4.5-3 and MM 4.5-1 through MM 4.5-6, as presented in and determined by the analysis contained on pages 4.5-1 through 4.5-9 of the Draft EIR, the project is expected to result in less than significant impacts related to Geology and Soils.

4.7: Hazards and Hazardous Materials

Construction Related Hazardous Materials

Significant Impact

As presented in and determined by the analysis contained on pages 4.7-6 through 4.7-10 of the Draft EIR, the project could use hazardous materials during construction.

Finding

As authorized by Public Resources Code Section 21081(a)(1) and Title 14, California Code of Regulations Section 15091(a)(1), the City finds that changes or alterations have been required herein, incorporated into the project, or required as a condition of project approval, which mitigate or avoid the significant environmental impact listed above, and as identified in the Final EIR. The City further finds that the change or alteration in the project or the requirement to impose the mitigation as a condition of project approval is within the jurisdiction of the City to require, and that this mitigation is appropriate and feasible.

Facts in Support of Finding

Impacts associated with hazards and hazardous materials that could result during project construction are considered short term. Project construction activities may involve the use and transport of hazardous materials. These materials may include fuels, oils, mechanical fluids, and other chemicals used during construction. Transportation, storage, use, and disposal of hazardous materials during construction activities would be required to comply with applicable federal, state, and local statutes and regulations. As discussed in Section 4.7 of the Draft EIR, Less than Significant Impacts related to construction are expected, following the implementation of Standard Condition SC4.7-1 as well as Mitigation Measures 4.7-1 and 4.7-3.

4.10: Noise

Temporary or Periodic Noise

Significant Impact

As presented in and determined by the analysis contained on pages 4.10-18 through 4.10-21 of the Draft EIR, the levels of construction noise expected to occur within the neighborhoods surrounding the project site may cause annoyance however severe effects are not expected to result.

Finding

As authorized by Public Resources Code Section 21081(a)(1) and Title 14, California Code of Regulations Section 15091(a)(1), the City finds that changes or alterations have been required herein, incorporated into the project, or required as a condition of project approval, which mitigate or avoid the significant environmental impact listed above, and as identified in the Final EIR. The City further finds that the change or alteration in the project or the requirement to impose the mitigation as a condition of project approval is within the jurisdiction of the City to require, and that this mitigation is appropriate and feasible.

Facts in Support of Finding

A temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project have the possibility of occurrence during construction however impacts are expected to be less than significant following implementation of recommendations within the Noise analysis and the City of Palm Springs regulations for construction noise and with the implementation of Standard Condition SC 4.10-1 through 4.10-4, as well as Mitigation Measures MM 4.10-1 through MM 4.10-7. Less than significant impacts related to a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project are expected to result following implementation of mitigation measures and standard conditions during construction activities.

4.12: Public Services

Significant Impact

As presented in and determined by the analysis contained on pages 4.12-1 through 4.12-18 of the Draft EIR, impacts to fire and police protection services are expected to be less than significant. Adherence to standard conditions is expected to reduce potential impacts to less than significant.

Finding

As authorized by Public Resources Code Section 21081(a)(1) and Title 14, California Code of Regulations Section 15091(a)(1), the City finds that changes or alterations have been required herein, incorporated into the project, or required as a condition of project approval, which mitigate or avoid the significant environmental impact listed above, and as identified in the Final EIR. The City further finds that the change or alteration in the project or the requirement to impose the mitigation as a condition of project approval is within the jurisdiction of the City to require, and that this mitigation is appropriate and feasible.

Facts in Support of Finding

The proposed project would be served by the Palm Springs Fire Department and Police Department. As analyzed in Section 4.12 of the Draft EIR, adequate response times for emergency services of 5-minutes or less will be maintained. Additionally, the project will be required to annex into the City's Community Facilities District (CFD) to assist in the financing of police, fire protection and suppression services and both emergency and non-emergency services. Following the implementation of the Standard Conditions SC 4.12-1 through SC 4.12-10, the Serena Park project is expected to result in less than significant impacts to Public Services.

4.14: Transportation/Traffic

Significant Impact

As presented in and determined by the analysis contained on pages 4.14-40 through 4.10-45 of the Draft EIR, the Project off-site and level of service impacts are forecast to be minimized to less than significant if Year 2020 and Year 2030 off-site improvements are made following the Standard Conditions and Mitigation Measures on 4.14-47 through 4.14-49.

Finding

As authorized by Public Resources Code Section 21081(a)(1) and Title 14, California Code of Regulations Section 15091(a)(1), the City finds that changes or alterations have been required herein, incorporated into the project, or required as a condition of project approval, which mitigate or avoid the significant environmental impact listed above, and as identified in the Final EIR. The City further finds that the change or alteration in the project or the requirement to impose the mitigation as a condition of project approval is within the jurisdiction of the City to require, and that this mitigation is appropriate and feasible.

Facts in Support of Finding

All of the key intersections evaluated will operate at acceptable levels of service upon project buildout in the year 2020 with the intersection improvements. Additionally, no unsignalized key intersections will require signalization in the year 2030 with or without site traffic. All of the signalized key intersections evaluated will operate at acceptable levels of service in the year 2030 with the intersection improvements. Following implementation of Standard Conditions and Mitigation Measures, the project is expected to result in less than significant impacts related to an applicable plan, ordinance or policy establishing measures of effectiveness for performance of the circulation system at nine of the ten intersections.

4. SIGNIFICANT IMPACTS WHICH CANNOT BE AVOIDED

Section 21100(b)(2)(A) of the State CEQA Guidelines provides that an EIR shall include a detail statement setting forth "in a separate section: any significant effect on the environment that cannot be avoided if the project is implemented". Accordingly, this section provides a summary of the significant and unavoidable environmental impacts of the proposed project that cannot be mitigated to a less than significant level even after the implementation of mitigation measures with respect to the following areas:

Environmental Analysis

4.2: Air Quality

Cumulative

Finding

As presented in and determined by the analysis contained on pages 5-4 through 5-5 of the Draft EIR, significant and unavoidable cumulative impacts would occur in regard to air quality under the General Plan. Per the Air Quality Report prepared by Endo Engineering (Appendix C), air quality impacts associated with the proposed project may be considered cumulatively considerable because the project is not consistent with the

population growth assumed as the basis for the development of the most recently adopted *Air Quality Management Plan*. Since the proposed Project is introducing residential land uses to an area designated as Open Space, the associated cumulative impacts associated with operational activities and potential emissions of Ozone precursors and PM10 are considered adverse and unavoidable in the long-term.

4.6: Greenhouse Gas Emissions

Finding

As presented in and determined by the analysis contained on pages 4.6-1 through 4.6-17 of the DEIR, the proposed Project has the potential to exceed two of the significance thresholds. PM10 emissions during activities required to construct the residential buildings and ROG emissions during the architectural coating application phase could exceed the SCAQMD significance thresholds. The design features incorporated in the Preferred Alternative would reduce its long-term GHG emissions by approximately 139.24 metric tons per year (2.2 percent). Project design features are found on pages 4.6-13 through 4.6-14 on Table 4.6-4 *Proposed Project Design Features To Reduce GHG Emissions* and Table 4.6-5 *Project Recommended Design Features To Reduce GHG Emissions*. While mitigation measure in place could help reduce impacts, these would not be sufficient to avoid significant and unavoidable GHG impacts in the long term.

Global Climate Change and Greenhouse Gas

Finding

As presented in and determined by the analysis contained on pages 4.6-1 through 4.6-17 of the Draft EIR, the proposed Project will undoubtedly increase vehicular movement through the proposed Project creating GHG emissions that were not previously forecast to do so in the attempt to meet State projected GHG targets. However, following Table 4.6-5 *Project Recommended Design Features To Reduce GHG Emissions*, would allow the proposed project less likely to prevent California from achieving the GHG reduction targets identified under AB 32 to reduce the State's impact on climate change. However, the cumulative impact on climate change associated with many such projects throughout California would create significant and unavoidable impacts.

4.14: Transportation/Traffic

Whitewater Club/Vista Chino Intersection

Finding

As presented in and determined by the analysis contained on page 4.14-49 of the Draft EIR, significant and unavoidable impacts would occur in regard to the intersection of Whitewater Club and Vista Chino. This intersection is projected to have an operational deficiency upon General Plan buildout, with or without the proposed project, no appropriate and feasible mitigation is recommended. Therefore, implementation of the proposed Project would create a significant and unavoidable impact in this regard.

5. REVIEW AND REJECTION OF ALTERNATIVES

Section 15126.6 of the CEQA Guidelines requires the consideration and discussion of alternatives to proposed projects. According to these guidelines, an EIR shall "describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives.

State CEQA Guidelines Section 15126.6 (e) (1) declares that the specific alternative of "no project" shall also be evaluated along with its impact. The purpose of describing and analyzing a no project alternative is to allow decision makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project. The lead agency should proceed to analyze the impacts of the no project alternative by projecting what would reasonably be expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services.

Because not all significant effects can be substantially reduced to a less-than-significant level either by adoption of mitigation measures or by standard conditions of approval, the following section considers the feasibility of the Project alternatives as compared to the proposed Project.

As explained below, these findings describe and reject, for reasons documented in the Draft/Final EIRs and are summarized below, each one of the Project alternatives, and the City finds that approval and implementation of the initial Project design is appropriate. The evidence supporting these findings is presented in Chapter 7.0 of the Draft EIR.

Alternative 1: No Project

The "No Project" (Alternative 1) assumes that the proposed construction of 386 residences, internal circulation system, public parks, stormwater retention facilities, and utility infrastructure does not occur. Development of the site would not occur under the existing General Plan and Zoning designations. Under this Alternative, the project site would remain under its current Land Use as Open Space – Parks/Recreation. The Land Use Element of the General Plan establishes that areas under the Open Space – Parks/Recreation are used for facilities intended for recreational uses. The site was previously used as a golf course, but is currently vacant. It is expected that the site would remain in its current, vacant condition under the alternative.

Finding

Specific economic, legal and other considerations make Alternative 1, identified in the Draft/Final EIRs described above, a less desirable alternative for the Project Applicant and the City of Palm Springs.

Facts in Support of Finding

The "No Project Alternative" has reduced impacts versus the "Preferred Alternative" for Agriculture, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gases, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public

Services, Recreation, Transportation, and Utilities and Service Systems; all primarily due to the lack of construction and subsequent lack of new residences and residents. However, this alternative has greater impacts than the "Preferred Alternative" on Aesthetics and Recreation. The "No Project" alternative assumes that the entire site will remain in its current land use as vacant land.

Alternative 2: Residential (350 units) Plus 20 acre Soccer Park

The Residential (350 units) Plus 20 acre Soccer Park (Alternative 2) assumes the redevelopment of the 140 acre former golf course with 350 single-family residential lots (137 as age-restricted cluster product) and space for a 20 acre soccer park which would be provided to the City adjacent to the Whitewater River levee. The 120 acre residential portion of the project would require a General Plan Amendment from Open Space Private to Low Density Residential along with a Change of Zone/Planned Development District to bring the zoning into consistency with the proposed General Plan designation and the public park portion would remain consistent under the current applicable General Plan and Zoning Open Space (Private) designation.

Finding

Specific economic, legal and other considerations make Alternative 2, identified in the Draft/Final EIRs described above, a less desirable alternative for the Project Applicant and the City of Palm Springs.

Facts in Support of Finding

Alternative 2 offers reduced impacts versus the "Preferred Alternative" for Air Quality, Biological Resources, Cultural Resources, Noise, and Traffic all primarily due to the relatively smaller amount of construction. However, this alternative has greater impacts than the "Preferred Project" on Aesthetics, Public Services, Transportation and Recreation due to a limited extension of vehicular circulation system improvements and open space system improvements for regional pedestrian and bicycle access.

Alternative 3: Larger Lot Single Family Residential/Age Restricted Community

Alternative 3 would redevelop the 140 acre former golf course with two housing products—the southern section would be subdivided into standard 10,000 square foot single family lots and the northern section would also be subdivided into 10,000 square foot lots in a cluster layout. The total yield would be 274 lots. This alternative is also suggested as a private, gated community with an HOA to maintain the common area open spaces and other common area features and facilities. With this proposal, no public park is being shown. This alternative would include a General Plan Amendment to enable the residential component of the project, along with a Planned Development District in lieu of a Change of Zone, a Major Architectural Approval application and a Tentative Tract Map application.

Finding

Specific economic, legal and other considerations make Alternative 3, identified in the Draft/Final EIRs described above, a less desirable alternative for the Project Applicant and the City of Palm Springs.

Facts in Support of Finding

Alternative 3 of the "Larger Lot Single Family Residential/Age Restricted Community" has reduced impacts versus the "Preferred Project" for Air Quality, Biological Resources, Cultural Resources, Noise, and Traffic all primarily due to the relatively smaller amount of construction. However, this alternative has greater impacts than the "Preferred Project" to Recreation due to open space system improvements for recreation, pedestrian and bicycle access.

EXHIBIT B

Case 5.1327 PD-366 / ZC / MAJ / TTM 36691

Palm Springs Country Club, LLC
"Serena Park"

September 7, 2016

STATEMENT OF OVERRIDING CONSIDERATIONS

The City of Palm Springs is the Lead Agency under the California Environmental Quality Act (CEQA), responsible for preparation, review and certification of the Final Environmental Impact Report (FEIR) for the Serena Park development project. As the Lead Agency, the City is also responsible for determining the potential environmental impacts of the proposed action and which of those impacts are significant. CEQA also requires the Lead Agency to balance the benefits of a proposed action against its significant unavoidable adverse environmental impacts in determining whether or not to approve the proposed action.

In making this determination the Lead Agency is guided by the CEQA Guidelines Section 15093 which provides as follows:

a) "CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the Project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered acceptable"

b) "When the Lead Agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The Statement of Overriding Considerations shall be supported by substantial evidence in the record."

c) "If an agency makes a Statement of Overriding Considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination."

In addition, Public Resources Code Section 21082(a) requires that where a public agency finds that economic, legal, social, technical, or other reasons make infeasible the mitigation measures or alternatives identified in the EIR and thereby leave significant unavoidable adverse project effects, the public agency must also find that overriding economic, legal, social, technical or other benefits of the project outweigh the significant unavoidable adverse effects of the project.

The Draft/Final EIRs identified a number of alternatives to Serena Park (the proposed Project) to evaluate and determine the extent to which they meet the basic Project objectives,

while avoiding or substantially lessening any significant adverse impacts of the proposed Project.

The proposed action consists of the certification of the Serena Park EIR for the implementation of a Development Agreement, which would provide eligibility for the Project Applicant to redevelop the former Palm Springs Country Club golf course with approximately 429 single family residential units and a five-acre public park. This would consist of 137 single story, attached residences in the northern portion (Attached Residential Subarea) and 292 detached single-family residences on the southern portion (Single Family Subarea). Residential units would include a mix of market rate and active adult housing (market rate). The project would include 43.4 acres of private common areas/paseos for use by residents and an approximately 5-acre public park. Land for the public park will be dedicated to the City and could serve as a trailhead for the future "CV Link" multi-purpose regional trail planned along the adjacent levee.

Analysis in the EIR for this Project has concluded that the proposed Project will result in Air Quality, Greenhouse Gas Emissions, and traffic impacts that cannot be mitigated to a less significant level. All other potential significant adverse Project impacts have been mitigated to a level less than significant based on mitigation measures in the Draft/Final EIRs. All significant unavoidable adverse impacts are identified in the EIR and are described in detail in the Statement of Findings and Facts in Support of Serena Park EIR.

The City of Palm Springs has determined that the significant unavoidable adverse Project impacts related to Air Quality, Greenhouse Gas Emissions, and traffic impacts, which will remain after mitigation, are acceptable and are outweighed by specific social, economic and other benefits of the Project. In making this determination, the following factors and public benefits were considered as overriding considerations to the identified unavoidable significant adverse impacts of the proposed Project:

- To redevelop a fallow and nonfunctional golf course with productive residential and recreational uses, and to eliminate public nuisance conditions associated with the property, including dust control and blowsand mitigation, removal of overgrown and invasive vegetation, and unauthorized use of the property by recreational vehicle/all-terrain vehicle users.
- To develop residential and recreational uses on the property in a manner compatible with surrounding land uses by using appropriate planning, landscaping and architectural design approaches.
- To provide high-quality single family residences in Palm Springs designed to be marketable and meet increased housing demand driven by population growth and retiring seniors.
- To provide a park on a portion of the property for neighborhood recreational purposes in an area that has been determined to be underserved, pursuant to Figure 5-1 of the Recreation, Open Space & Conservation Element of the City of Palm Springs General Plan.
- To provide an interim alignment of the CV Link Trail through the property as a public benefit and recreational amenity for Palm Springs residents.

EXHIBIT C

Case 5.1327 PD-366 / ZC / MAJ / TTM 36691

Palm Springs Country Club, LLC
"Serena Park"

September 7, 2016

Mitigation Monitoring Reporting Program

RESOLUTION NO. 24083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING AN AMENDMENT TO THE 2007 PALM SPRINGS GENERAL PLAN ADOPTED BY RESOLUTION NO. 22077, MODIFYING THE LAND USE DESIGNATION FROM "OPEN SPACE – PARKS/RECREATION" TO "VERY LOW DENSITY RESIDENTIAL" ON A 126-ACRE PROJECT SITE FOR A 386-UNIT RESIDENTIAL DEVELOPMENT GENERALLY LOCATED NORTH OF VERONA ROAD, EAST OF SUNRISE WAY AND SOUTHWEST OF THE WHITEWATER RIVER WASH.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS FINDS AND DETERMINES AS FOLLOWS:

A. Palm Springs Country Club, LLC ("Applicant") filed an application pursuant to Palm Springs Zoning Code (PSZC) Chapter 94 and State of California Governmental Code Sections 65350-65362 to modify the General Plan land use designation of the subject site from "Open Space – Parks/Recreation" to "Very Low Density Residential" for the development of a 386-unit residential development, public and private streets, a park and open space on 126 acres of previously-disturbed land (APN 501-190-011 and 669-480-027) ("Project").

B. The Applicant submitted related Project applications, including a Planned Development District in lieu of a Change of Zone (Case 5.1327 PD-366) to establish development standards for the Project site; a Major Architectural application (Case 5.1327 PD-366/MAJ) to review proposed architecture pursuant to PSZC Section 94.04.00; a Tentative Tract Map application (Case TTM 36691) to subdivide the Project land into 386 residential lots, public and private streets, and open space; and a Development Agreement (Case 5.1327 DA) to establish conditions, terms and obligations for the Project.

C. A notice of a public hearing of the Planning Commission of the City of Palm Springs, California to consider the above-mentioned applications was given in accordance with applicable law, and on April 13, 2016, the Planning Commission carefully reviewed and considered all of the evidence presented in connection with the hearing on the Project, including but not limited to the staff report, and all written and oral testimony presented and voted 5-1 to recommend approval to City Council of the Project.

D. On August 3, 2016, a public hearing on the applications for the Project was held by the City Council in accordance with applicable law. After taking public testimony, the City Council voted to continue the items to the meeting of September 7, 2016.

E. At the meeting of September 7, 2016, the City Council carefully reviewed and considered all of the evidence presented in connection with the hearing on the Project including, but not limited to, the EIR (Draft and Final versions), the staff reports on all aspects of the proposed Project, and all written and oral testimony presented. The City Council makes the following specific findings based on specific evidence as described after each finding:

1. *Findings of compatibility of the proposed VLDR (Very Low Density Residential) land use designation with existing adjacent land uses and development patterns.*

The subject site is currently designated OS-P/R (Open Space – Parks/Recreation) by the General Plan Land Use map, which is used for regional, local, and neighborhood parks and other “active” recreational uses. The site borders residential development on nearly all sides of the Project. A portion of the Project site borders the Whitewater River Wash. The proposed land use density of VLDR is consistent with the adjacent and surrounding land uses, and the proposed VLDR designation for the Project site is a logical continuation of those land uses and densities. Thus, the proposed VLDR land use designation on the Project site is compatible with adjacent land uses and will continue the same pattern of development.

2. *Finding that there are no potential adverse impacts to existing or future development in the area.*

The proposed General Plan Amendment would allow an increase in density, however, it is in a continuation of the adjacent land use and will provide a consistent development pattern to that which exists currently in the area. Through the environmental review and hearing processes, it is anticipated that potential adverse impacts to existing or future developments in the area will be addressed.

3. *Findings that the Transfer of Density is consistent with the General Plan.*

Under the Administration Element of the General Plan, there is a process for modifying and amending the General Plan. Such amendments may include changes in land use. In the proposed request, the Applicant seeks approval to transfer density to a land use designated for open space. General Plan Policy LU2.2 states that changing “...Open Space – Parks/Recreation to developable areas (for residential, commercial, etc.) must either offer in-kind replacement of such open space elsewhere in the City, make payment of in-lieu fees, or replace the converted open space through the use of a density transfer.” The Applicant proposes terms for providing payment of in-lieu fees, and thus, the proposed transfer of density is consistent with the General Plan.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS RESOLVES AS FOLLOWS:

SECTION 1. CEQA.

The Project is considered a "project" pursuant to the California Environmental Quality Act (CEQA). An EIR has been prepared for the Project that evaluates the potential environmental impacts of the Project. The City Council has reviewed and considered the information in the final EIR and has, by separate resolution, certified the final EIR in accordance with CEQA.

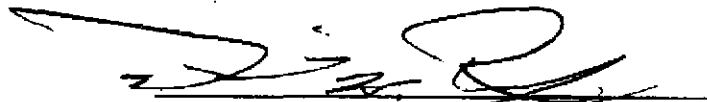
SECTION 2. General Plan Amendment.

The City Council hereby approves the General Plan Amendment to change the land use designation from OS-P/R (Open Space – Parks/Recreation) to VLDR (Very Low-Density Residential) for Case 5.1327 PD-366 GPA/ZC/MAJ/DA/TTM 36691.

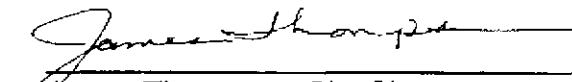
SECTION 3. General Plan Land Use Map.

The City Council hereby approves the change to the General Plan Land Use Map from OS-P to VLDR for the 126-acre development parcel (APN: 501-190-011 and 669-480-027) as to be further described in a legal description pursuant to the conditions of approval attached hereto.

ADOPTED THIS 7TH DAY OF SEPTEMBER, 2016.


David H. Ready, City Manager

ATTEST:

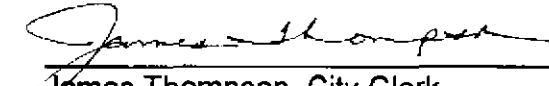

James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. 24083 is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on the 7th day of September, 2016, by the following vote:

AYES: Councilmember Foat, Councilmember Kors, Councilmember Roberts,
Mayor Pro Tem Mills, and Mayor Moon.
NOES: None.
ABSENT: None.
ABSTAIN: None.



James Thompson, City Clerk
City of Palm Springs, California 9/22/2016

RESOLUTION NO. 24083

EXHIBIT A

Case 5.1327 PD-366/ZC/MAJ/TTM 36691

Palm Springs Country Club, LLC
"Serena Park"

September 7, 2016

CONDITIONS OF APPROVAL

Before final acceptance of the project, all conditions listed below shall be completed to the satisfaction of the City Engineer, the Director of Planning Services, the Director of Building and Safety, the Chief of Police, the Fire Chief or their designee, depending on which department recommended the condition.

Any agreements, easements or covenants required to be entered into shall be in a form approved by the City Attorney.

CITY COUNCIL SPECIFIC CONDITIONS

PC 1. List any conditions as added by the City Council.

ADMINISTRATIVE CONDITIONS

ADM 1. Project Description. This approval is for the project described per Case 5.1327 PD-366, TTM 36691 and Development Agreement; except as modified with the approved Mitigation Monitoring Program and the conditions below.

ADM 2. Reference Documents. The site shall be developed and maintained in accordance with the approved plans. The Preliminary Development Plans shall be the basis for submitting Final Development Plans. The project shall be consistent with all Final Development Plans, including site plans, architectural elevations, exterior materials and colors, landscaping, and grading on file in the Planning Division except as modified by the approved Mitigation Measures and conditions below.

ADM 3. Conform to all Codes and Regulations. The project shall conform to the conditions contained herein, all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, and any other City, County, State and Federal Codes, ordinances, resolutions and laws that may apply.

- ADM 4. Minor Deviations. The Director of Planning or designee may approve minor deviations to the project description and approved plans in accordance with the provisions of the Palm Springs Zoning Code.
- ADM 5. Tentative Map. This approval is for Tentative Tract Map 36691, date stamped October 1, 2015, subject to any revisions to the map as imposed by City Council upon approval of the project. Any revisions to the Tentative Tract Map shall be reviewed and approved by the City prior to the submittal of the Final Map. This approval is subject to all applicable regulations of the Subdivision Map Act, the Palm Springs Municipal Code, and any other applicable City Codes, ordinances and resolutions.
- ADM 6. Indemnification. The owner shall defend, indemnify, and hold harmless the City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case 5.1327 PD-366 and TTM 36691. The City of Palm Springs will promptly notify the applicant of any such claim, action, or proceeding against the City of Palm Springs and the applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Palm Springs fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Palm Springs. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.
- ADM 7. Maintenance and Repair. The property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation all structures, sidewalks, bikeways, parking areas, landscape, irrigation, lighting, signs, walls, and fences between the curb and property line, including sidewalk or bikeway easement areas that extend onto private property, in a first class condition, free from waste and debris, and in accordance with all applicable law, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction at the property owner's sole expense. This condition shall be included in the recorded covenant agreement for the property if required by the City.
- ADM 8. Time Limit on Approval. Approval of the Planned Development District (PD) and Tentative Tract Map (TTM) shall be valid for a period of two (2) years from the effective date of the approval. Extensions of time may be granted by the Planning Commission upon demonstration of good cause. Time extensions may be approved pursuant to Code Section 9.63.110 for the

Tentative Map and pursuant to Section 94.03.00 for the PD. Such extension shall be required in writing and received prior to the expiration of the original approval.

- ADM 9. Public Art Fees. This project shall be subject to Chapters 2.24 and 3.37 of the Municipal Code regarding public art. The project shall either provide public art or payment of an in lieu fee. In the case of the in-lieu fee, the fee shall be based upon the total building permit valuation as calculated pursuant to the valuation table in the Uniform Building Code, the fee being 1/2% for commercial projects or 1/4% for residential projects with first \$100,000 of total building permit valuation for individual single-family units exempt. Should the public art be located on the project site, said location shall be reviewed and approved by the Director of Planning and Zoning and the Public Arts Commission, and the property owner shall enter into a recorded agreement to maintain the art work and protect the public rights of access and viewing.
- ADM 10. Park Development Fees. The developer shall dedicate land or pay a fee in lieu of a dedication, at the option of the City. The in-lieu fee shall be computed pursuant to Ordinance No. 1632, Section IV, by multiplying the area of park to be dedicated by the fair market value of the land being developed plus the cost to acquire and improve the property plus the fair share contribution, less any credit given by the City, as may be reasonably determined by the City based upon the formula contained in Ordinance No. 1632. In accordance with the Ordinance, the following areas or features shall not be eligible for private park credit: golf courses, yards, court areas, setbacks, development edges, slopes in hillside areas (unless the area includes a public trail) landscaped development entries, meandering streams, land held as open space for wildlife habitat, flood retention facilities and circulation improvements such as bicycle, hiking and equestrian trails (unless such systems are directly linked to the City's community-wide system and shown on the City's master plan).
- ADM 11. CC&R's. Prior to recordation of a final Tract Map or issuance of building permits, the applicant shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. The draft CC&R package shall include:
- a. The document to convey title
 - b. Deed restrictions, easements, of Covenant Conditions and Restrictions to be recorded.
 - c. Provisions for joint access to the proposed parcels, and any open space restrictions.
 - d. A provision, which provides that the CC&R's may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.

Approved CC&R's are to be recorded following approval of the final map. The CC&R's may be enforceable by the City, shall not be amended without City approval, and shall require maintenance of all property in a good condition and in accordance with all ordinances,

- ADM 12. CC&R's Deposits & Fees. The applicant shall submit to the City of Palm Springs, a deposit in the amount of \$3,500, for the review of the CC&R's by the City Attorney. A \$1,165 filing fee shall also be paid to the City Planning Department for administrative review purposes.
- ADM 13. Development Agreement. Approval of these land use entitlement applications is contingent upon the approval of a development agreement. The development agreement shall address the conversion of open space for development purposes, through in-kind replacement of open space, payment of in-lieu fees for the acquisition of open space, or replacement of open space through a density transfer, pursuant to Policy LU2.2 of the City of Palm Springs General Plan.
- ADM 14. Maximum Number of Units. The maximum number of residential units shall be limited to 386 single-family units.

ENVIRONMENTAL ASSESSMENT CONDITIONS

- ENV 1. Coachella Valley Multiple-Species Habitat Conservation Plan (CVMSHCP) Local Development Mitigation Fee (LDMF) required. All projects within the City of Palm Springs, not within the Agua Caliente Band of Cahuilla Indians reservation are subject to payment of the CVMSHCP LDMF prior to the issuance of certificate of occupancy.
- ENV 2. California Fish & Game Fees Required. The project is required to pay a fish and game impact fee as defined in Section 711.4 of the California Fish and Game Code. This CFG impact fee plus an administrative fee for filing the action with the County Recorder shall be submitted by the applicant to the City in the form of a money order or a cashier's check payable to the Riverside County Clerk prior to the final City action on the project. This fee shall be submitted by the City to the County Clerk with the Environmental Impact Report (EIR). Action on this application shall not be final until such fee is paid. The project may be eligible for exemption or refund of this fee by the California Department of Fish & Game. Applicants may apply for a refund by the CFG at www.dfg.ca.gov for more information.
- ENV 3. Mitigation Monitoring. The mitigation measures of the EIR shall apply. The applicant shall submit a signed agreement that the mitigation measures outlined as part of the EIR will be included in the plans prior to Planning Commission consideration.

PLANNING DEPARTMENT CONDITIONS

- PLN 1. Outdoor Lighting Conformance. Exterior lighting shall be in conformance with Section 93.21.00 Outdoor Lighting Standards of the Palm Springs Zoning ordinance. All exterior fixtures shall be submitted for approval by the Department of Planning Services prior to issuance of a building permit. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be included. If lights are proposed to be mounted on buildings, down-lights shall be utilized. No lighting of hillsides is permitted.
- PLN 2. Water Efficient Landscaping Conformance. The project is subject to the Water Efficient Landscape Ordinance (Chapter 8.60) of the Palm Springs Municipal Code and all other water efficient landscape ordinances. The applicant shall submit a landscape and irrigation plan to the Director of Planning for review and approval prior to the issuance of a building permit. Landscape plans shall be wet stamped and approved by the Riverside County Agricultural Commissioner's Office prior to submittal. Prior to submittal to the City, landscape/irrigation plans shall also be certified by the local water agency that they are in conformance with the water agency's and the State's Water Efficient Landscape Ordinances.
- PLN 3. Development Standards. All submittals shall comply with the following development standards.

TRACT NO. 36691 PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS NO. 5.1327 PD-366			
Product:	50' Wide Single Family Detached	80' Wide Single Family Detached	Single Family Attached
Lots:	195-394, 399-429	138-194, 395-398	1-137
Lot Size:			
Minimum Lot Size:	5,000 s.f.	8,000 s.f.	5,000 s.f.
Minimum Lot Frontage:	50'	80'	50'
Minimum Lot Frontage along Curves and Cul-De-Sacs:	35'	35'	35'
Minimum Lot Depth:	100'	100'	100'
Setbacks:			
Minimum Front Yard @ Garage:	18'	18'	18' (5' from access easement line)
Minimum Front Yard @ Living Area, Casita, and Side Loaded Garage:	12'	12'	12' (5' from access easement line)
Minimum Interior Side Yard:	5' / 30% @ 3' (See Note No. 1)	5' / 30% @ 3' (See Note No. 1)	0'/10' (See Note No. 1 & 2)
Minimum Corner Side Yard:	10'	10'	10'
Minimum Rear Yard @ Living Area:	10'	15'	10'
Other:			
Maximum Structure Height:	1 story (19')	1 story (18')	1 story (19')
Maximum Lot Coverage:	60%	40%	60%
Front Yard Encroachments for Architectural Features: (See Note No. 3)	2'	2'	2'
Side Yard Encroachments for Architectural Features: (See Note No. 3)	See Minimum Interior Side Yard Setbacks	See Minimum Interior Side Yard Setbacks	See Minimum Interior Side Yard Setbacks
Rear Yard Encroachments for Architectural Features: (See Note No. 3)	7'	5'	0'
Casita Allowed:	Yes	Yes	Yes
Notes: 1. Up to 30% of the building length can have a 3' side yard setback including living area, casita, and architectural features. A/C units are not allowed when any part of the structure is at the 3' side yard setback. 2. 0' side yard setback at adjoining buildings and 10' side yard setback when buildings do not join. No more than two buildings may be attached. 3. Architectural Features such as Fireplaces, AC Units, Media Center, Covered Porches, Decks, Pop-outs, and non-living areas as some examples			

PLN 4. Submittal of Final PDD. The Final Planned Development plans shall be submitted in accordance with Section 94.03.00 (Planned Development District) of the Zoning Ordinance. Final development plans shall include site plans, building elevations, floor plans, roof plans, grading plans, landscape plans, irrigation plans, exterior lighting plans, sign program, mitigation monitoring program, site cross sections, property development standards and other such documents as required by the Planning Department. Final Planned Development District applications must be submitted within two (2) years of the City Council approval of the preliminary planned development district.

PLN 5. Final PD Review. The Final PD application shall require review by the Architectural Advisory Committee (AAC), the Planning Commission and the

City Council. In addition to reviewing the application for conformance to the Preliminary PD application, the following items shall be addressed as part of the review:

- a. The final landscape plan, including the design of all perimeter walls, all buffer areas, paseos, and the trail design and landscaping.
- b. The residential units, subject to the recommendations of the AAC and Planning Commission:
 - The architecture of the units should reference the design of the Alexander Estates or the Cody-designed units within the Palm Springs Country Club, as appropriate.
 - All residential products shall provide options for a variety of color palettes, roofing materials, and siding materials.
 - Variation shall be provided in the roof forms of the residential units.
- c. The "hammerhead" street design within the age-restricted portion of the development shall be further reviewed for issues of access and guest parking.
- d. The design of guest parking areas shall be reviewed as part of the Final PD application; guest parking spaces may be required where streets are not wide enough for on-street parking.

- PLN 6. Flat Roof Requirements. Roof materials on flat roofs (less than 2:12) must conform to California Title 24 thermal standards for "Cool Roofs". Such roofs must have a minimum initial thermal emittance of 0.75 or a minimum SRI of 64 and a three-year aged solar reflectance of 0.55 or greater. Only matte (non-specular) roofing is allowed in colors such as beige or tan.
- PLN 7. Maintenance of Awnings & Projections. All awnings shall be maintained and periodically cleaned.
- PLN 8. Screen Roof-mounted Equipment. All roof mounted mechanical equipment shall be screened per the requirements of Section 93.03.00 of the Zoning Ordinance.
- PLN 9. Surface Mounted Downspouts Prohibited. No exterior downspouts shall be permitted on any facade on the proposed building(s) that are visible from adjacent streets or residential and commercial areas.
- PLN 10. Pool Enclosure Approval Required. Details of fencing or walls around pools (material and color) and pool equipment areas shall be submitted for approval by the Planning Department prior to issuance of Building Permits.
- PLN 11. Exterior Alarms & Audio Systems. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.
- PLN 12. Outside Storage Prohibited. No outside storage of any kind shall be permitted except as approved as a part of the proposed plan.

- PLN 13. No off-site Parking. Vehicles associated with the operation of the proposed development including company vehicles or employees vehicles shall not be permitted to park off the proposed building site unless a parking management plan has been approved.
- PLN 14. Update of City's Zoning Map. Upon approval of the proposed Change of Zone, Tract Map and/or Planned Development District, the applicant shall be responsible for costs associated with update of the City's GIS based zoning maps.
- PLN 15. Public Streets. The central "spine" road shall be a public street. Other local streets within the project may be public or private streets.
- PLN 16. Three Points of Access. The project shall have three points of access; the third access point location shall be approved by the City Council.
- PLN 17. Vehicular Gates. The central "spine" road and all vehicular access points to the development shall not be gated. The age-restricted portion of the development may have restricted access gates.
- PLN 18. Sidewalks. Public streets shall be required to have sidewalks along at least one side of the street; the age-restricted portion of the development shall also be required to have sidewalks.
- PLN 19. Open Space.
- a. A minimum of 47% open space shall be required; in determining the open space, the 25 acres within the Whitewater Wash may be included in the calculation. Amenities such as private parks, public parks, greenbelts, the interim CV Link Trail, and other similar amenities may be included in the required open space areas
 - b. The applicant shall donate the 25 acres within the Whitewater Wash to the City.
 - c. The levee shall be improved as park or trail area, and count towards the open space requirement.
- PLN 20. Park. A park shall be provided in accordance with the approved site plan, and shall be properly maintained by the HOA and accessible to the general public. The development agreement shall set forth the minimum maintenance obligations, the recreational amenities and improvements provided by the applicant, and the construction/completion schedule for the park.
- PLN 21. Recreational Amenities – Age-Restrict Housing. A common clubhouse and pool shall be provided in the age-restricted portion of the development.
- PLN 22. Construction Requirements and Phasing.

- a. The final construction phasing plan shall be reviewed as part of the Final PD Review for consistency with these conditions of approval.
- b. The central "spine" road shall be developed as a temporary construction road from the Golden Sands Drive entrance to the Whitewater Club Drive entrance, and shall be developed in Phase I of the construction phasing.
- c. The applicant shall implement the construction restrictions identified in the letter from Somis Investments, dated August 23, 2016, and incorporated as part of the conditions of approval.

PLN 23. Interim CV Link Trail. The interim CV Link trail shall be provided as depicted in the approved site plan. The trail shall have a minimum 14' right-of-way for pedestrians and bicycles, with electric vehicles permitted to share the public streets. The applicant shall work with the residents of the Golden Sands Mobile Home Park and the Four Seasons development to provide pedestrian access to the interim CV Link Trail if requested.

PLN 24. Public Benefit. In accordance with adopted City Council policy, the following items shall be considered as public benefits:

- a. Interim CV Link Trail alignment providing public access through the site;
- b. Provision of 47% open space;
- c. Dedication of land within the Whitewater River Wash to the City of Palm Springs for perpetual open space;
- d. Dedication of the central "spine" road as a public street;
- e. Provision of a park, maintained by the HOA, and accessible to the general public;
- f. Implementing conservation measures:
 - Additional water conservation such as gray-water systems (plumb/offer as an option);
 - Provide a percentage of solar power for units (such as 40% of the usage capacity);
 - All landscape lighting and outdoor lighting shall utilize LED fixtures;
 - All structures shall conform to the Green for Life building program "Green Tree" level.

PLN 25. Agreements with Adjacent HOA's/Neighborhood Organizations. The applicant shall provide to the City any executed agreements with adjacent HOA's or neighborhood organizations.

POLICE DEPARTMENT CONDITIONS

POL 1. Developer shall comply with Section II of Chapter 8.04 "Building Security Codes" of the Palm Springs Municipal Code.

BUILDING DEPARTMENT CONDITIONS

BLD 1. Prior to any construction on-site, all appropriate permits must be secured.

ENGINEERING DEPARTMENT CONDITIONS

APPLICATION FOR APPROVAL TO CONVERT THE PALM SPRINGS COUNTRY CLUB TO RESIDENTIAL, PARKLAND, AND PRIVATE STREETS, TENTATIVE TRACT MAP 36691, APN 501-190-011, BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 1 AND APN 669-480-027 & 669-590-066 BEING A PORTION OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 4S, RANGE 4E, S.B.M., CASE NO. 5.1327.

The Engineering Division recommends that if this application is approved, such approval is subject to the following conditions being completed in compliance with City standards and ordinances.

Before final acceptance of the project, all conditions listed below shall be completed to the satisfaction of the City Engineer.

STREETS

- ENG 1.** Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.
- ENG 2.** Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division. The plan(s) shall be approved by the City Engineer prior to issuance of any building permits.
- ENG 3.** The applicant shall be required to construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete, as may be determined by the City Engineer. Paving of streets in one lift prior to completion of on-site construction will not be allowed, unless prior authorization has been obtained from the City Engineer. Completion of asphalt concrete paving for streets prior to completion of on-site construction activities, if authorized by the City Engineer, will require additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City Engineer.
- ENG 4.** Dedicate a public access easement for and construct a multi-use pedestrian, bicycle and Neighborhood Electric Vehicle (NEV) pathway through the development as approved by the City Engineer.

VERONA ROAD

- ENG 5. Remove the existing curb located 18 feet north of centerline and replace with 6 inch curb and gutter located 20 feet north of centerline along the entire frontage, in accordance with City of Palm Springs Standard Drawing No. 200.
- ENG 6. Remove existing driveway approach and construct a new street intersection in accordance with applicable City of Palm Springs Standard Drawings. The centerline of the new street shall be aligned with the existing centerline of Whitewater Club Drive.
- ENG 7. Construct a 5 feet wide sidewalk behind the curb along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 210.
- ENG 8. Construct a Type C curb ramps meeting current California State Accessibility standards on each corner of the intersection in accordance with City of Palm Springs Standard Drawing No. 214.
- ENG 9. Construct pavement with a minimum pavement section of 3 inches asphalt concrete pavement over 6 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to clean sawcut edge of pavement along the entire Verona Road frontage in accordance with City of Palm Springs Standard Drawing No. 110.

FRANCIS DRIVE

- ENG 10. At the east end of Francis Drive, construct a 24 feet wide driveway approach in accordance with City of Palm Springs Standard Drawing No. 201 or extend street improvements to transition to a 24 feet wide minimum emergency access lane, as approved by the City Engineer. To accommodate the emergency access, the access gate and knox box shall be located entirely outside of the City's right of way. Accommodations for flow and/or acceptance of water shall be designed and shown on improvement plans.

GOLDEN SANDS DRIVE (PUBLIC)

- ENG 11. Acquire or otherwise facilitate dedication of public right-of-way on Golden Sands Drive from Sunrise Way to the intersection of Streets "L" and "O", as required by the City Engineer.
- ENG 12. All broken or off grade street improvements along that portion of Golden Sands Drive to be transferred to the City for public maintenance, shall be repaired or replaced.

COUNTRY CLUB DRIVE (PRIVATE)

- ENG 13. Construct a 6 wedge curb and gutter, 18 feet along both sides of the centerline (to match existing improvements), from the easterly terminus of Lot "AA" of TM 30054 MB 348 page 99-102, to the existing entrance of the Golden Sands Mobile Home Park.
- ENG 14. Construct pavement with a minimum pavement section of 2 ½ inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to edge of proposed gutter along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

WHITEWATER CLUB DRIVE (WEST) (PRIVATE)

- ENG 15. Construct two 24 feet wide driveway approaches in accordance with City of Palm Springs Standard Drawing No. 201 to accommodate the emergency access gates and Knox boxes as shown on improvement plans.

ON-SITE PRIVATE STREETS

- ENG 16. Dedicate an easement for public utility purposes, including sewers, with the right of ingress and egress for service and emergency vehicles and personnel over the proposed private streets.
- ENG 17. All centerline radii shall be a minimum of 100 feet.
- ENG 18. All on-site cul-de-sacs shall be constructed in accordance with City of Palm Springs Standard Drawing No. 101, curb portion only. Construct all cul-de-sacs with a minimum curb radius of 43 feet throughout the cul-de-sac bulb.
- ENG 19. Construct all street "knuckles" in accordance with City of Palm Springs Standard Drawing No. 104.
- ENG 20. The minimum pavement section for all on-site pavement drive aisles, parking spaces shall be 2-1/2 inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

ENG 21. All on-site private streets (or drive aisles) shall be two-way with a minimum 36 feet wide travelway (as measured from face of curb) where on-street parking is proposed on both sides of the street.

ENG 22. All on-site private streets shall be constructed with standard 6 inch curb and gutter, a wedge curb, or other approved curbs, and cross-gutters, as necessary to accept and convey street surface drainage of the on-site streets to the on-site drainage system.

SANITARY SEWER

ENG 23. All sanitary facilities shall be connected to the public sewer system. New laterals shall not be connected at manholes.

ENG 24. Submit sewer improvement plans prepared by a California registered civil engineer to the Engineering Division. The plan(s) shall be approved by the City Engineer prior to issuance of any building permits.

ENG 25. Construct 8 inch V.C.P. sewer main across all private streets from centerline or as required by the City Engineer. Removal and reconstruction of existing public sewers in Whitewater Club Drive requires Developer to maintain existing sewer service until relocated service is established. All sewer mains constructed by the developer and to become part of the City sewer system shall be digitally video recorded (Developer shall contact City treatment plant facility for acceptable digital video format) and submitted to the City for review prior to acceptance of the sewer system for maintenance by the City. Any defects of the sewer main shall be removed, replaced, or repaired to the satisfaction of the City Engineer prior to acceptance.

ENG 26. Upon completion of the construction of public sewer lines, an as-built drawing in digital format shall be provided to the City as required by the City Engineer, if the sewer was not constructed in accordance with the original approved sewer plans.

GRADING

Submit a Precise Grading Plan prepared by a California registered Civil engineer to the Engineering Division for review and approval. The Precise Grading Plan shall be approved by the City Engineer prior to issuance of grading permit.

- a. A Fugitive Dust Control Plan shall be prepared by the applicant and/or its grading contractor and submitted to the Engineering Division for review and approval. The applicant and/or its grading contractor shall be required to comply with Chapter 8.50 of the City of Palm Springs Municipal Code, and shall be required to utilize one or more "Coachella Valley Best Available Control Measures" as identified in the Coachella Valley Fugitive Dust Control Handbook for each fugitive dust source such that the applicable performance standards are met. The applicant's or its contractor's Fugitive Dust Control

Plan shall be prepared by staff that has completed the South Coast Air Quality Management District (AQMD) Coachella Valley Fugitive Dust Control Class. The applicant and/or its grading contractor shall provide the Engineering Division with current and valid Certificate(s) of Completion from AQMD for staff that has completed the required training. For information on attending a Fugitive Dust Control Class and information on the Coachella Valley Fugitive Dust Control Handbook and related "PM10" Dust Control issues, please contact AQMD at (909) 396-3752, or at <http://www.AQMD.gov>. A Fugitive Dust Control Plan, in conformance with the Coachella Valley Fugitive Dust Control Handbook, shall be submitted to and approved by the Engineering Division prior to approval of the Grading plan.

- b. The first submittal of the Grading Plan shall include the following information: a copy of final approved conformed copy of Conditions of Approval; a copy of a final approved conformed copy of the Site Plan; a copy of current Title Report; a copy of Soils Report; a copy of the associated Hydrology Study/Report and a copy of the project-specific Final Water Quality Management Plan.

- ENG 27. Prior to approval of a Grading Plan (or issuance of a Grading Permit), the applicant shall obtain written approval to proceed with construction from the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. The applicant shall contact the Tribal Historic Preservation Officer or the Tribal Archaeologist at ACBCI-THPO@aguacaliente.net to determine their requirements, if any, associated with grading or other construction. The applicant is advised to contact the Tribal Historic Preservation Officer or Tribal Archaeologist as early as possible. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during grading or other construction, and to arrange payment of any required fees associated with Tribal monitoring.
- ENG 28. In accordance with an approved PM-10 Dust Control Plan, temporary dust control perimeter fencing shall be installed at the limits of grading and/or disturbed areas. Fencing shall have screening that is tan in color; green screening will not be allowed. Temporary dust control perimeter fencing shall be installed after issuance of Grading Permit, and immediately prior to commencement of grading operations.
- ENG 29. Temporary dust control perimeter fence screening shall be appropriately maintained, as required by the City Engineer. Cuts (vents) made into the perimeter fence screening shall not be allowed. Perimeter fencing shall be adequately anchored into the ground to resist wind loading.
- ENG 30. Within 10 days of ceasing all construction activity and when construction activities are not scheduled to occur for at least 30 days, the disturbed areas on-site shall be permanently stabilized, in accordance with Palm Springs Municipal

Code Section 8.50.022. Following stabilization of all disturbed areas, perimeter fencing shall be removed, as required by the City Engineer.

- ENG 31. The applicant shall obtain approvals to perform grading within the Riverside County Flood Control and Water Conservation District (RCFC&WCD) easement for the Whitewater levee located along the northerly property line. An Encroachment Permit shall be issued from RCFC&WCD, and a copy provided to the City Engineer, prior to approval of a grading plan. For RCFC&WCD requirements, contact the RCFC&WCD Encroachment Permit Section at (951) 955-1266.
- ENG 32. A Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required for the proposed development via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to issuance of a grading or building permit.
- ENG 33. This project requires preparation and implementation of a stormwater pollution prevention plan (SWPPP). As of September 4, 2012, all SWPPPs shall include a post-construction management plan (including Best Management Practices) in accordance with the current Construction General Permit. Where applicable, the approved final project-specific Water Quality Management Plan shall be incorporated by reference or attached to the SWPPP as the Post-Construction Management Plan. A copy of the up-to-date SWPPP shall be kept at the project site and be available for review upon request.
- ENG 34. In accordance with City of Palm Springs Municipal Code, Section 8.50.022 (h), the applicant shall post with the City a cash bond of two thousand dollars (\$2,000) per disturbed acre (if there is disturbance of 5,000 square feet or more) at the time of issuance of grading permit for mitigation measures for erosion/blowsand relating to this property and development.
- ENG 35. A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of a grading plan.
- ENG 36. The applicant shall provide pad elevation certifications for all building pads in conformance with the approved grading plan (if required), to the Engineering Division prior to construction of any building foundation.
- ENG 37. In cooperation with the Riverside County Agricultural Commissioner and the California Department of Food and Agriculture Red Imported Fire Ant Project, applicants for grading permits involving a grading plan and involving the export of soil will be required to present a clearance document from a Department of Food

and Agriculture representative in the form of an approved "Notification of Intent To Move Soil From or Within Quarantined Areas of Orange, Riverside, and Los Angeles Counties" (RIFA Form CA-1) prior to approval of the Grading Plan (if required). The California Department of Food and Agriculture office is located at 73-710 Fred Waring Drive, Palm Desert (Phone: 760-776-8208).

WATER QUALITY MANAGEMENT PLAN

- ENG 38. This project shall be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated stormwater and non-stormwater runoff, shall be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated stormwater and non-stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development (if any).
- ENG 39. A Final Project-Specific Water Quality Management Plan (WQMP) shall be submitted to and approved by the City Engineer prior to issuance of a grading or building permit. The WQMP shall address the implementation of operational Best Management Practices (BMP's) necessary to accommodate nuisance water and storm water runoff from the site. Direct release of nuisance water to the adjacent property (or public streets) is prohibited. Construction of operational BMP's shall be incorporated into the Precise Grading and Paving Plan.
- ENG 40. Prior to issuance of any grading or building permits, the property owner shall record a "Covenant and Agreement" with the County-Clerk Recorder or other instrument on a standardized form to inform future property owners of the requirement to implement the approved Final Project-Specific Water Quality Management Plan (WQMP). Other alternative instruments for requiring implementation of the approved Final Project-Specific WQMP include: requiring the implementation of the Final Project-Specific WQMP in Home Owners Association or Property Owner Association Covenants, Conditions, and Restrictions (CC&Rs); formation of Landscape, Lighting and Maintenance Districts, Assessment Districts or Community Service Areas responsible for implementing the Final Project-Specific WQMP; or equivalent. Alternative instruments must be approved by the City Engineer prior to issuance of any grading or building permits.

ENG 41. Prior to issuance of certificate of occupancy or final City approvals, the applicant shall: (a) demonstrate that all structural BMP's have been constructed and installed in conformance with approved plans and specifications; (b) demonstrate that applicant is prepared to implement all non-structural BMP's included in the approved Final Project-Specific WQMP, conditions of approval, or grading/building permit conditions; and (c) demonstrate that an adequate number of copies of the approved Final Project-Specific WQMP are available for the future owners.

DRAINAGE

ENG 42. Dedicate a storm drain easement 36 feet wide (min.) extending across the project as necessary to facilitate the future construction, operation and maintenance of the Master Planned Storm Drain Line #3 as required by the City Engineer.

ENG 43. All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all storm water runoff falling on the site, on-site retention or other facilities approved by the City Engineer shall be required to contain the increased storm water runoff generated by the development of the property.

ENG 44. Construct storm drain improvements, including but not limited to catch basins, and storm drain lines, for drainage of on-site streets into the on-site retention system, as described in the Preliminary Hydrology Report for property located East of Sunrise Way, North of Joyce Drive & East of Farrell Drive and North of Verona Road, at the Palm Springs Country Club, Tentative Tract Map No. 36691, prepared by MSA Consulting, Inc, dated January 20, 2013. The preliminary hydrology study for Tentative Tract Map 36691 that includes catch basin sizing, storm drain pipe sizing, and retention system sizing calculations and other specifications for construction of required on-site storm drainage improvements. Final retention basin sizing and other storm water runoff mitigation measures shall be determined upon review and approval of the final hydrology study by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study.

ENG 45. All on-site storm drain systems shall be privately maintained by a Homeowners Association (HOA). Provisions for maintenance of the on-site storm drain systems acceptable to the City Engineer shall be included in Covenants, Conditions and Restrictions (CC&R's) required for this project.

ENG 46. Submit storm drain improvement plans for all on-site storm drainage system facilities for review and approval by the City Engineer.

ENG 47. This project shall be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated storm water and non-storm water runoff, shall be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated storm water and non-storm water runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development.

ENG 48. The project is subject to flood control and drainage implementation fees. The acreage drainage fee at the present time is \$6,511 per acre in accordance with Resolution No. 15189. Fees shall be paid prior to issuance of a building permit.

GENERAL

ENG 49. Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Palm Springs Standard Drawing No. 115. The developer shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including additional pavement repairs to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Desert Water Agency, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, Mission Springs Water District, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than existed prior to construction of the proposed development.

ENG 50. On phases or elements of construction following initial site grading (e.g., sewer, storm drain, or other utility work requiring trenching) associated with this project, the applicant shall be responsible for coordinating the scheduled construction with the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. Unless the project site has previously been waived from any requirements for Tribal monitoring, it is the applicant's responsibility to notify the Tribal Historic Preservation Officer or

the Tribal Archaeologist at (760) 699-6800, for any subsequent phases or elements of construction that might require Tribal monitoring. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during construction, and to arrange payment of any required fees associated with Tribal monitoring. Tribal monitoring requirements may extend to off-site construction performed by utility companies on behalf of the applicant (e.g. utility line extensions in off-site streets), which shall be the responsibility of the applicant to coordinate and arrange payment of any required fees for the utility companies.

- ENG 51. All proposed utility lines shall be installed underground.
- ENG 52. In accordance with Chapter 8.04.401 of the City of Palm Springs Municipal Code, all existing and proposed electrical lines of thirty-five thousand volts or less and overhead service drop conductors, and all gas, telephone, television cable service, and similar service wires or lines, which are on-site, abutting, and/or transecting, shall be installed underground unless specific restrictions are shown in General Orders 95 and 128 of the California Public Utilities Commission, and service requirements published by the utilities. The existing overhead utilities along the northerly tract boundary of Desert Park Estates No. 11 & No. 12, and easterly tract boundary of Desert Park Estates No. 10 and No. 12, and any other existing overhead lines, meet the requirement to be installed underground. Utility undergrounding shall extend to the nearest off-site power pole; no new power poles shall be installed unless otherwise approved by the City Engineer. A letter from the owners of the affected utilities shall be submitted to the Engineering Division prior to approval of a grading plan, informing the City that they have been notified of the City's utility undergrounding requirement and their intent to commence design of utility undergrounding plans. When available, the utility undergrounding plan shall be submitted to the Engineering Division identifying all above ground facilities in the area of the project to be undergrounded. Undergrounding of existing overhead utility lines shall be completed prior to issuance of a certificate of occupancy.
- ENG 53. All existing utilities shall be shown on the improvement plans if required for the project. The existing and proposed service laterals shall be shown from the main line to the property line.
- ENG 54. Upon approval of any improvement plan (if required) by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD 2004 drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval by the City Engineer.
- ENG 55. The original improvement plans prepared for the proposed development and approved by the City Engineer (if required) shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a final certificate of occupancy. Any modifications or changes

to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.

- ENG 56. Nothing shall be constructed or planted in the corner cut-off area of any intersection or driveway which does or will exceed the height required to maintain an appropriate sight distance per City of Palm Springs Zoning Code Section 93.02.00, D.
- ENG 57. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed in accordance with City of Palm Springs Standard Drawing No. 904.
- ENG 58. This property is subject to the Coachella Valley Multiple Species Habitat Conservation Plan Local Development Mitigation Fee (CVMSHCP-LDMF). The LDMF shall be paid prior to issuance of Building Permit.

MAP

- ENG 59. The developer shall apply for an annexation to the City of Palm Springs Community Facilities District (CFD 2005-1) established for public safety services and submit required applications, waivers, and consent forms to the annexation prior to approval of a Final Map. Payment of an annexation fee (\$7,500) and shall be made at the time of the application. The applicant is advised that the annexation process takes an average of 6 months which includes, a minimum of two City Council sessions, a 30 day public comment period, and requires approved ballots to be mailed to the City Clerk. The Final Map will not be approved until the CFD process is completed.
- ENG 60. A Final Map shall be prepared by a California registered Land Surveyor or qualified Civil Engineer and submitted to the Engineering Division for review and approval. A Title Report prepared for subdivision guarantee for the subject property, the traverse closures for the existing parcel and all lots created therefrom, and copies of record documents shall be submitted with the Final Map to the Engineering Division as part of the review of the Map. The Final Map shall be approved by the City Council prior to issuance of building permits.
- ENG 61. A copy of draft Covenants, Conditions and Restrictions (CC&R's) shall be submitted to the City Attorney for review and approval for any restrictions related to the Engineering Division's recommendations. The CC&R's shall be approved by the City Attorney prior to approval of the Final Map by the City Council, or in the absence of a Final Map, shall be submitted and approved by the City Attorney prior to issuance of Certificate of Occupancy.
- ENG 62. Upon approval of a Final Map, the Final Map shall be provided to the City in G.I.S. digital format, consistent with the "Guidelines for G.I.S. Digital Submission" from the Riverside County Transportation and Land Management Agency." G.I.S. digital information shall consist of the following data: California Coordinate System, CCS83 Zone 6 (in U.S. feet); monuments

(ASCII drawing exchange file); lot lines, rights-of-way, and centerlines shown as continuous lines; full map annotation consistent with annotation shown on the map; map number; and map file name. G.I.S. data format shall be provided on a CDROM/DVD containing the following: ArcGIS Geodatabase, ArcView Shapefile, ArcInfo Coverage or Exchange file, DWG (AutoCAD 2004 drawing file), DGN (Microstation drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variations of the type and format of G.I.S. digital data to be submitted to the City may be authorized, upon prior approval of the City Engineer.

- ENG 63. In accordance with Section 66434 (g) of the Government Code, the portion of the existing public sewer and public utility easement (or right-of-way) over Whitewater Club Drive may be abandoned upon the filing of a Final Map identifying the abandonment of the easements (or right-of-way) granted to the City of Palm Springs. Prior to approval of a Final Map, the developer shall coordinate with each public utility company and determine specific requirements as to the abandonment and/or relocation of existing underground utilities that may exist within the public easements (or right-of-way) to be abandoned. Prior to approval of a Final Map, the developer shall provide to the City Engineer a letter of approval regarding the proposed abandonment of easements (or rights-of-way) over Whitewater Club Drive from each public utility agency. The developer is advised that the City has received notice from the Southern California Gas Company of the existence of an existing gas line within Whitewater Club Drive that will require removal and relocation to facilitate this development.

TRAFFIC

- ENG 64. As determined by the traffic study submitted by Endo Engineering, the following mitigation measure(s) will be required:
- a. Reconstruct Whitewater Club Drive @ Northerly Terminus and access to Palm Springs Country Club and Alexander Estates.
 - b. Re-Construct Whitewater Club Drive east of Sunrise Way @ access road to Golden Sands.
 - c. Provide emergency access from Farrell Drive opposite Francis Drive.
- ENG 65. A minimum of 48 inches of clearance for accessibility shall be provided on public sidewalks or pedestrian paths of travel within the development. Minimum clearance on public sidewalks or pedestrian paths of travel shall be provided by (either an additional dedication of a sidewalk easement (if necessary) and widening of the sidewalk, or by the relocation of any obstructions.
- ENG 66. All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and street lights, associated with the proposed

development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.

- ENG 67. Submit traffic striping (and signage) plans prepared by a California registered civil engineer, for review and approval by the City Engineer. All required traffic striping and signage improvements shall be completed in conjunction with required street improvements, to the satisfaction of the City Engineer, and prior to issuance of a certificate of occupancy.
- ENG 68. Install all way stop, including signage, stop bar, and "STOP" legend for traffic exiting/entering the development at the intersection of Verona Road and Whitewater Club Drive in accordance with applicable City of Palm Springs Standard Drawings and the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated November 7, 2014, or subsequent editions in force at the time of construction, as required by the City Engineer.
- ENG 69. Construction signing, lighting and barricading shall be provided during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (CAMUTCD), dated November 7, 2014, or subsequent editions in force at the time of construction.
- ENG 70. This property is subject to the Transportation Uniform Mitigation Fee which shall be paid prior to issuance of building permit.

FIRE DEPARTMENT CONDITIONS

These Fire Department conditions may not provide all requirements. Owner/developer is responsible for all applicable state and locally adopted fire codes. Detailed plans are still required for review.

- FID 1. These conditions are subject to final plan check and review. Initial fire department conditions have been determined on the revised site plans received and stamped October 1, 2015. Additional requirements may be required based on revisions to site plans.
- FID 2. Fire Department Conditions were based on the 2013 California Fire Code as adopted by City of Palm Springs, Palm Springs Municipal Code and latest adopted NFPA Standards. Four (4) complete sets of plans for private fire service mains, fire alarm, or fire sprinkler systems must be submitted at time of the building plan submittal.

FID 3. PLANS AND PERMITS

Complete plans for private fire service mains or fire sprinkler systems should be submitted for approval well in advance of installation. Plan reviews can

take up to 20 working days. Submit a minimum of four (4) sets of drawings for review. Upon approval, the Fire Prevention Bureau will retain one set.

Plans shall be submitted to:

City of Palm Springs
Building and Safety Department
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Counter Hours: 8:00 AM – 6:00 PM, Monday – Thursday

A deposit for Plan Check and Inspection Fees is required at the time of Plan Submittal. Inspection fees are charged at the fully burdened hourly rate of the fire inspector. These fees are established by Resolution of the Palm Springs City Council.

Complete listings and manufacturer's technical data sheets for all system materials shall be included with plan submittals. All system materials shall be UL listed or FM approved for fire protection service and approved by the Fire Prevention Bureau prior to installation.

Plans shall indicate all necessary engineering features, including all hydraulic reference nodes, pipe lengths and pipe diameters as required by the appropriate codes and standards. Plans and supportive data (calculations and manufacturer's technical data sheets) shall be submitted with each plan submittal. Complete and accurate legends for all symbols and abbreviations shall be provided on the plans.

FID 4. Fire Apparatus Access Roads (CFC 503.1.1): Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

- **Fire Apparatus Access Road (CFC 202 Definitions)** – A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane and access roadway.
- **Dimensions (CFC 503.2.1):** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet except for approved

security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 13 feet 6 inches.

FID 5. **Fire Lanes (CFC 202 Definitions):** A road or other passageway developed to allow the passage of fire apparatus.

- **Designation of Fire Lanes (CVC 22500.1):** Only the fire department with jurisdiction over the area in which the place is located can designate a fire lane.
- **Designated Fire Lanes** in private developments shall be not less than 24 feet wide (curb face to curb face) with no parking on either side. Wedge, or rolled curbing contained within a 24 foot fire lane shall be capable of supporting 73,000 pound GVW fire apparatus.
- **Fire Lane Marking (CFC 503.3):** Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

Project Notes: 37 foot wide streets – parking allowable on one side only. Opposite side shall be identified as “fire lane”

Project Notes: Site Plan Sheet 1 of 2 – SW traffic circle; non-compliant road widths between medians

Project Notes: Site Plan Sheet 2 of 2 – SE traffic circle; non-compliant road widths between medians

FID 6. **Dead Ends (503.2.5 CFC):** Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus. The City of Palm Springs has two approved turn around provisions. One is a cul-de-sac with an outside turning radius of 43 feet from centerline. The other is a hammerhead turnaround meeting the Palm Springs Public Works and Engineering Department standard dated 9/4/2002.

FID 7. **Surface (CFC 503.2.3):** Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (73,000 lbs. GVW) and shall be surfaced so as to provide all-weather driving capabilities.

FID 8. **Traffic Calming Devices (CFC 503.4.1):** Traffic calming devices shall be prohibited unless approved by the fire code official.

FID 9. Security Gates (CFC 503.6): The installation of security gates across a fire apparatus access road shall be approved by the fire chief. Where security gates are installed, they shall have an approved means of emergency operation. Secured automated vehicle gates or entries shall utilize a combination of a Tomar Strobeswitch™, or approved equal, and an approved Knox key electric switch. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200 and an approved Knox key electric switch. Secured non-automated vehicle gates or entries shall utilize an approved padlock or chain (maximum link or lock shackle size of ¼ inch). Approved security gates shall be a minimum of 14 feet in unobstructed drive width on each side with gate in open position.

In the event of a power failure, the gates shall be defaulted or automatically transferred to a fail safe mode allowing the gate to be pushed open without the use of special knowledge or any equipment. If a two-gate system is used, the override switch must open both gates.

If there is no sensing device that will automatically open the gates for exiting, a fire department approved Knox electrical override switch shall be placed on each side of the gate in an approved location.

A final field inspection by the fire code official or an authorized representative is required before electronically controlled gates may become operative. Prior to final inspection, electronic gates shall remain in a locked-open position.

FID 10. Fire Hydrant Flow and Number of Fire Hydrants (CFC 508.5): Fire hydrants shall be provided in accordance with CFC Appendix B, Fire Flow Requirements for Buildings, for the protection of buildings, or portions of buildings, hereafter constructed. One available fire hydrant must be within 250 feet from any point on lot street frontages. (CFC Appendix C)

FID 11. Operational Fire Hydrant(s) (CFC 508.1, 508.5.1 & 1412.1): Operational fire hydrant(s) shall be installed within 250 feet of all combustible construction. They shall be installed and made serviceable prior to and during construction. No landscape planting, walls, or fencing is permitted within 3 feet of fire hydrants, except ground cover plantings

FID 12. NFPA 13D Fire Sprinklers Required: An automatic fire sprinkler system is required. Only a C-16 licensed fire sprinkler contractor shall perform system design and installation. System to be designed and installed in accordance with NFPA standard 13D, 2013 Edition, as modified by local ordinance.

- FID 13. **Residential Smoke and Carbon Monoxide Alarms Installation with Fire Sprinklers - R-3 & Household Fire Alarm System (CFC 907.2.11.2, CRC R314 & R315 and California Health & Safety Code 17926):** Provide and Install Residential Smoke and Carbon Monoxide Alarms. Alarms shall receive their primary power from the building wiring, and shall be equipped with a battery backup. In new construction, alterations, repairs and additions, smoke and carbon monoxide alarms shall be interconnected. The operation of any smoke alarm or the fire sprinkler flow switch will cause all smoke alarms within the dwelling to sound and activate the exterior horn/strobe. The operation of any carbon monoxide alarm will cause all carbon monoxide alarms within the dwelling to sound.
- FID 14. **Audible Residential Water Flow Alarms - NFPA 13D Fire Sprinklers & Household Fire Alarm System (CFC 903.4.2):** An approved audible sprinkler flow alarm (Wheelock horn/strobe with WBB back box or equal) shall be provided on the exterior of the building in an approved location. It shall be powered by the household fire alarm system. The horn/strobe shall be outdoor rated.

END OF CONDITIONS

RESOLUTION NO. 24084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING A MAJOR ARCHITECTURAL APPLICATION FOR A 386-UNIT RESIDENTIAL DEVELOPMENT ON A 126-ACRE DEVELOPMENT PARCEL GENERALLY LOCATED NORTH OF VERONA ROAD, EAST OF SUNRISE WAY AND SOUTHWEST OF THE WHITEWATER RIVER WASH (CASE 5.1327 PD-366/MAJ).

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS FINDS AND DETERMINES AS FOLLOWS:

A. Palm Springs Country Club, LLC ("Applicant") filed an application pursuant to Palm Springs Zoning Code (PSZC) Chapter 94 for Major Architectural approval of a 386-unit residential development on a site of 126 acres, which is part of a larger 156-acre development parcel (APN 501-190-002, 501-190-011, 669-480-027, 669-590-066) ("Project").

B. The Applicant submitted related Project applications, including a General Plan Amendment (Case 5.1327 PD-366/GPA) to change the land use designation from Open Space – Parks/Recreation to Very Low Density Residential; a Planned Development District in lieu of a Change of Zone (Case 5.1327 PD-366) to establish development standards for the Project site; a Tentative Tract Map application (Case TTM 36691) to subdivide the subject property into 386 residential lots, public and private streets, and open space; and a Development Agreement (Case 5.1327 DA) to establish conditions, terms and obligations for the Project.

C. A notice of a public hearing of the Planning Commission of the City of Palm Springs, California to consider the above-mentioned applications was given in accordance with applicable law, and on April 13, 2016, the Planning Commission carefully reviewed and considered all of the evidence presented in connection with the hearing on the Project, including but not limited to the staff report, and all written and oral testimony presented and voted 5-1 to recommend approval to City Council of the Project.

D. On August 3, 2016, a public hearing on the applications for the Project was held by the City Council in accordance with applicable law. After taking public testimony, the City Council voted to continue the items to the meeting of September 7, 2016.

E. At the meeting of September 7, 2016, the City Council carefully reviewed and considered all of the evidence presented in connection with the hearing on the Project including, but not limited to, the EIR (Draft and Final versions), the staff reports on all aspects of the proposed Project, and all written and oral testimony presented. The City

Council specifically finds the following pursuant to the criteria listed in Palm Springs Zoning Code (PSZC) Section 94.04.00:

1. *Does the proposed development provide a desirable environment for its occupants?*

As it relates to the detached single-family development, each residence will have small private yards and private pool areas, a desirable environment for many seeking home ownership in Palm Springs. The attached single-family residences have small private patio areas with no space for pools. Common outdoor recreation areas within the private open space areas in close proximity would provide a more desirable environment for those within the development. All residences will include two covered parking spaces for shading during summer months. Walking paths are proposed throughout the Project to create a desirable environment for residents.

2. *Is the proposed development compatible with the character of adjacent and surrounding developments?*

The Project is mostly compatible with the existing development in the surrounding areas. The Project proposes single-story residential development consistent in density and development.

3. *Is the proposed development of good composition, materials, textures, and colors?*

The Project architecture includes contemporary architectural design prototypes for the various residential areas within the planned development. Final architectural design will be reviewed once the Final Development Plan has been submitted.

4. *Site layout, orientation, location of structures and relationship to one another and to open spaces and topography. Definition of pedestrian and vehicular areas; i.e., sidewalks as distinct from parking lot areas.*

The Project offers small private yards in for the single-family residences. The proposed PD and tract map requests approval of 5,000 square-foot lots with reduced setbacks and greater lot coverage, in exchange for the provision of greater common open space. Sidewalks are proposed throughout the common open space areas and will provide separation between pedestrian and vehicular traffic.

5. *Harmonious relationship with existing and proposed adjoining developments and in the context of immediate neighborhood/community, avoiding both excessive variety and monotonous repetition, but allowing similarity of style, if warranted.*

Proposed land uses and densities generally reflect adjacent existing developments around the Project. The southerly triangle includes lots similar in size to the adjacent R-1-C zoning and parcels similar in size to the Four Seasons development located to the northwest. The northerly triangle includes smaller compact lots surrounding the residential mobile home park.

6. *Maximum height, area, setbacks and overall mass, as well as parts of any structure (buildings, walls, screens, towers or signs) and effective concealment of all mechanical equipment.*

The proposal is seeking deviations to development standards in exchange for greater common open space, and includes the following:

- Reductions in lot size and minimum dimensions;
- Reductions in setback requirements;
- Reductions in lot coverage requirements for individual lots; and
- Increase in maximum building height to 19 feet.

In exchange for these reductions, the applicant is dedicating 50% of the overall development parcel for common open space.

7. *Building design, materials and colors to be sympathetic with desert surroundings.*

Conceptual building designs have been provided and appear well composed. Final building materials and colors will be evaluated during the Final Development Plan review.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS RESOLVES AS FOLLOWS:


SECTION 1. CEQA.

The Project is considered a "project" pursuant to the California Environmental Quality Act (CEQA). An EIR has been prepared for the Project that evaluates the potential environmental impacts of the Project. The City Council has reviewed and considered the information in the final EIR and has, by separate resolution, certified the final EIR in accordance with CEQA.

SECTION 2. Major Architectural Application.

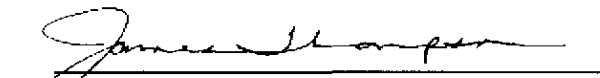
The City Council approves the Major Architectural application (Case 5.1327 PDD-366/MAJ) with conditions as outlined in attached Exhibit "A."

ADOPTED THIS 7TH DAY OF SEPTEMBER, 2016.



David H. Ready, City Manager

ATTEST:



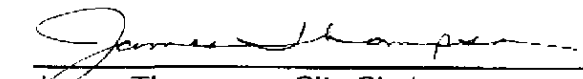
James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No.24084 is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on the 7th day of September, 2016 by the following vote:

AYES: Councilmember Foat, Councilmember Kors, Councilmember Roberts,
Mayor Pro Tem Mills, and Mayor Moon.
NOES: None.
ABSENT: None.
ABSTAIN: None.



James Thompson, City Clerk
City of Palm Springs, California 11/22/2016

EXHIBIT A

Case 5.1327 PD-366/ZC/MAJ/TTM 36691

Palm Springs Country Club, LLC
"Serena Park"

September 7, 2016

CONDITIONS OF APPROVAL

Before final acceptance of the project, all conditions listed below shall be completed to the satisfaction of the City Engineer, the Director of Planning Services, the Director of Building and Safety, the Chief of Police, the Fire Chief or their designee, depending on which department recommended the condition.

Any agreements, easements or covenants required to be entered into shall be in a form approved by the City Attorney.

CITY COUNCIL SPECIFIC CONDITIONS

PC 1. Third vehicle access point for consideration by staff. Pedestrian access shall be permitted at access point in either case.

ADMINISTRATIVE CONDITIONS

ADM 1. Project Description. This approval is for the project described per Case 5.1327 PD-366, TTM 36691 and Development Agreement; except as modified with the approved Mitigation Monitoring Program and the conditions below.

ADM 2. Reference Documents. The site shall be developed and maintained in accordance with the approved plans. The Preliminary Development Plans shall be the basis for submitting Final Development Plans. The project shall be consistent with all Final Development Plans, including site plans, architectural elevations, exterior materials and colors, landscaping, and grading on file in the Planning Division except as modified by the approved Mitigation Measures and conditions below.

ADM 3. Conform to all Codes and Regulations. The project shall conform to the conditions contained herein, all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, and any other City, County, State and Federal Codes, ordinances, resolutions and laws that may apply.

- ADM 4. Minor Deviations. The Director of Planning or designee may approve minor deviations to the project description and approved plans in accordance with the provisions of the Palm Springs Zoning Code.
- ADM 5. Tentative Map. This approval is for Tentative Tract Map 36691, date stamped October 1, 2015, subject to any revisions to the map as imposed by City Council upon approval of the project. Any revisions to the Tentative Tract Map shall be reviewed and approved by the City prior to the submittal of the Final Map. This approval is subject to all applicable regulations of the Subdivision Map Act, the Palm Springs Municipal Code, and any other applicable City Codes, ordinances and resolutions.
- ADM 6. Indemnification. The owner shall defend, indemnify, and hold harmless the City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case 5.1327 PD-366 and TTM 36691. The City of Palm Springs will promptly notify the applicant of any such claim, action, or proceeding against the City of Palm Springs and the applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Palm Springs fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Palm Springs. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.
- ADM 7. Maintenance and Repair. The property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation all structures, sidewalks, bikeways, parking areas, landscape, irrigation, lighting, signs, walls, and fences between the curb and property line, including sidewalk or bikeway easement areas that extend onto private property, in a first class condition, free from waste and debris, and in accordance with all applicable law, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction at the property owner's sole expense. This condition shall be included in the recorded covenant agreement for the property if required by the City.
- ADM 8. Time Limit on Approval. Approval of the Planned Development District (PD) and Tentative Tract Map (TTM) shall be valid for a period of two (2) years from the effective date of the approval. Extensions of time may be granted by the Planning Commission upon demonstration of good cause. Time extensions may be approved pursuant to Code Section 9.63.110 for the

Tentative Map and pursuant to Section 94.03.00 for the PD. Such extension shall be required in writing and received prior to the expiration of the original approval.

- ADM 9. Public Art Fees. This project shall be subject to Chapters 2.24 and 3.37 of the Municipal Code regarding public art. The project shall either provide public art or payment of an in lieu fee. In the case of the in-lieu fee, the fee shall be based upon the total building permit valuation as calculated pursuant to the valuation table in the Uniform Building Code, the fee being 1/2% for commercial projects or 1/4% for residential projects with first \$100,000 of total building permit valuation for individual single-family units exempt. Should the public art be located on the project site, said location shall be reviewed and approved by the Director of Planning and Zoning and the Public Arts Commission, and the property owner shall enter into a recorded agreement to maintain the art work and protect the public rights of access and viewing.
- ADM 10. Park Development Fees. The developer shall dedicate land or pay a fee in lieu of a dedication, at the option of the City. The in-lieu fee shall be computed pursuant to Ordinance No. 1632, Section IV, by multiplying the area of park to be dedicated by the fair market value of the land being developed plus the cost to acquire and improve the property plus the fair share contribution, less any credit given by the City, as may be reasonably determined by the City based upon the formula contained in Ordinance No. 1632. In accordance with the Ordinance, the following areas or features shall not be eligible for private park credit: golf courses, yards, court areas, setbacks, development edges, slopes in hillside areas (unless the area includes a public trail) landscaped development entries, meandering streams, land held as open space for wildlife habitat, flood retention facilities and circulation improvements such as bicycle, hiking and equestrian trails (unless such systems are directly linked to the City's community-wide system and shown on the City's master plan).
- ADM 11. CC&R's. Prior to recordation of a final Tract Map or issuance of building permits, the applicant shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. The draft CC&R package shall include:
- a. The document to convey title
 - b. Deed restrictions, easements, of Covenant Conditions and Restrictions to be recorded.
 - c. Provisions for joint access to the proposed parcels, and any open space restrictions.
 - d. A provision, which provides that the CC&R's may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.

Approved CC&R's are to be recorded following approval of the final map. The CC&R's may be enforceable by the City, shall not be amended without City approval, and shall require maintenance of all property in a good condition and in accordance with all ordinances,

ADM 12. CC&R's Deposits & Fees. The applicant shall submit to the City of Palm Springs, a deposit in the amount of \$3,500, for the review of the CC&R's by the City Attorney. A \$1,165 filing fee shall also be paid to the City Planning Department for administrative review purposes.

ADM 13. Development Agreement. Approval of these land use entitlement applications is contingent upon the approval of a development agreement. The development agreement shall address the conversion of open space for development purposes, through in-kind replacement of open space, payment of in-lieu fees for the acquisition of open space, or replacement of open space through a density transfer, pursuant to Policy LU2.2 of the City of Palm Springs General Plan.

ADM 14. Maximum Number of Units. The maximum number of residential units shall be limited to 386 single-family units.

ENVIRONMENTAL ASSESSMENT CONDITIONS

ENV 1. Coachella Valley Multiple-Species Habitat Conservation Plan (CVMSHCP) Local Development Mitigation Fee (LDMF) required. All projects within the City of Palm Springs, not within the Agua Caliente Band of Cahuilla Indians reservation are subject to payment of the CVMSHCP LDMF prior to the issuance of certificate of occupancy.

ENV 2. California Fish & Game Fees Required. The project is required to pay a fish and game impact fee as defined in Section 711.4 of the California Fish and Game Code. This CFG impact fee plus an administrative fee for filing the action with the County Recorder shall be submitted by the applicant to the City in the form of a money order or a cashier's check payable to the Riverside County Clerk prior to the final City action on the project. This fee shall be submitted by the City to the County Clerk with the Environmental Impact Report (EIR). Action on this application shall not be final until such fee is paid. The project may be eligible for exemption or refund of this fee by the California Department of Fish & Game. Applicants may apply for a refund by the CFG at www.dfg.ca.gov for more information.

ENV 3. Mitigation Monitoring. The mitigation measures of the EIR shall apply. The applicant shall submit a signed agreement that the mitigation measures outlined as part of the EIR will be included in the plans prior to Planning Commission consideration.

PLANNING DEPARTMENT CONDITIONS

- PLN 1. Outdoor Lighting Conformance. Exterior lighting shall be in conformance with Section 93.21.00 Outdoor Lighting Standards of the Palm Springs Zoning ordinance. All exterior fixtures shall be submitted for approval by the Department of Planning Services prior to issuance of a building permit. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be included. If lights are proposed to be mounted on buildings, down-lights shall be utilized. No lighting of hillsides is permitted.

- PLN 2. Water Efficient Landscaping Conformance. The project is subject to the Water Efficient Landscape Ordinance (Chapter 8.60) of the Palm Springs Municipal Code and all other water efficient landscape ordinances. The applicant shall submit a landscape and irrigation plan to the Director of Planning for review and approval prior to the issuance of a building permit. Landscape plans shall be wet stamped and approved by the Riverside County Agricultural Commissioner's Office prior to submittal. Prior to submittal to the City, landscape/irrigation plans shall also be certified by the local water agency that they are in conformance with the water agency's and the State's Water Efficient Landscape Ordinances.

- PLN 3. Development Standards. All submittals shall comply with the following development standards.

TRACT NO. 36691 PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS NO. 5.1327 PD-366			
Product:	50' Wide Single Family Detached	80' Wide Single Family Detached	Single Family Attached
Lots:	195-394, 399-429	138-194, 395-398	1-137
Lot Size:			
Minimum Lot Size:	5,000 s.f.	8,000 s.f.	5,000 s.f.
Minimum Lot Frontage:	50'	80'	50'
Minimum Lot Frontage along Curves and Cul-De-Sacs:	35'	35'	35'
Minimum Lot Depth:	100'	100'	100'
Setbacks:			
Minimum Front Yard @ Garage:	18'	18'	18' (5' from access easement line)
Minimum Front Yard @ Living Area, Casita, and Side Loaded Garage:	12'	12'	12' (5' from access easement line)
Minimum Interior Side Yard:	5' / 30% @3' (See Note No. 1)	5' / 30% @3' (See Note No. 1)	0'/10' (See Note No. 1 & 2)
Minimum Corner Side Yard:	10'	10'	10'
Minimum Rear Yard @ Living Area:	10'	15'	10'
Other:			
Maximum Structure Height:	1 story (19')	1 story (18')	1 story (19')
Maximum Lot Coverage:	60%	40%	60%
Front Yard Encroachments for Architectural Features: (See Note No. 3)	2'	2'	2'
Side Yard Encroachments for Architectural Features: (See Note No. 3)	See Minimum Interior Side Yard Setbacks	See Minimum Interior Side Yard Setbacks	See Minimum Interior Side Yard Setbacks
Rear Yard Encroachments for Architectural Features: (See Note No. 3)	7'	5'	0'
Casita Allowed:	Yes	Yes	Yes
Notes: 1. Up to 30% of the building length can have a 3' side yard setback including living area, casita, and architectural features. A/C units are not allowed when any part of the structure is at the 3' side yard setback. 2. 0' side yard setback at adjoining buildings and 10' side yard setback when buildings do not join. No more than two buildings may be attached. 3. Architectural Features such as Fireplaces, AC Units, Media Center, Covered Porches, Decks, Pop-outs, and non-living areas as some examples			

PLN 4. Submittal of Final PDD. The Final Planned Development plans shall be submitted in accordance with Section 94.03.00 (Planned Development District) of the Zoning Ordinance. Final development plans shall include site plans, building elevations, floor plans, roof plans, grading plans, landscape plans, irrigation plans, exterior lighting plans, sign program, mitigation monitoring program, site cross sections, property development standards and other such documents as required by the Planning Department. Final Planned Development District applications must be submitted within two (2) years of the City Council approval of the preliminary planned development district.

PLN 5. Final PD Review. The Final PD application shall require review by the Architectural Advisory Committee (AAC), the Planning Commission and the City Council. In addition to reviewing the application for conformance to the

Preliminary PD application, the following items shall be addressed as part of the review:

- a. The final landscape plan, including the design of all perimeter walls, all buffer areas, paseos, and the trail design and landscaping.
- b. The residential units, subject to the recommendations of the AAC and Planning Commission:
 - The architecture of the units should reference the design of the Alexander Estates or the Cody-designed units within the Palm Springs Country Club, as appropriate.
 - All residential products shall provide options for a variety of color palettes, roofing materials, and siding materials.
 - Variation shall be provided in the roof forms of the residential units.
- c. The "hammerhead" street design within the age-restricted portion of the development shall be further reviewed for issues of access and guest parking.
- d. The design of guest parking areas shall be reviewed as part of the Final PD application; guest parking spaces may be required where streets are not wide enough for on-street parking.

PLN 6. Flat Roof Requirements. Roof materials on flat roofs (less than 2:12) must conform to California Title 24 thermal standards for "Cool Roofs". Such roofs must have a minimum initial thermal emittance of 0.75 or a minimum SRI of 64 and a three-year aged solar reflectance of 0.55 or greater. Only matte (non-specular) roofing is allowed in colors such as beige or tan.

PLN 7. Maintenance of Awnings & Projections. All awnings shall be maintained and periodically cleaned.

PLN 8. Screen Roof-mounted Equipment. All roof mounted mechanical equipment shall be screened per the requirements of Section 93.03.00 of the Zoning Ordinance.

PLN 9. Surface Mounted Downspouts Prohibited. No exterior downspouts shall be permitted on any facade on the proposed building(s) that are visible from adjacent streets or residential and commercial areas.

PLN 10. Pool Enclosure Approval Required. Details of fencing or walls around pools (material and color) and pool equipment areas shall be submitted for approval by the Planning Department prior to issuance of Building Permits.

PLN 11. Exterior Alarms & Audio Systems. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.

PLN 12. Outside Storage Prohibited. No outside storage of any kind shall be permitted except as approved as a part of the proposed plan.

- PLN 13. No off-site Parking. Vehicles associated with the operation of the proposed development including company vehicles or employees vehicles shall not be permitted to park off the proposed building site unless a parking management plan has been approved.
- PLN 14. Update of City's Zoning Map. Upon approval of the proposed Change of Zone, Tract Map and/or Planned Development District, the applicant shall be responsible for costs associated with update of the City's GIS based zoning maps.
- PLN 15. Public Streets. The central "spine" road shall be a public street. Other local streets within the project may be public or private streets.
- PLN 16. (Deleted).
- PLN 17. Vehicular Gates. Vehicle gates shall be prohibited.
- PLN 18. Sidewalks. Public streets shall be required to have sidewalks along at least one side of the street; the age-restricted portion of the development shall also be required to have sidewalks.
- PLN 19. Open Space.
- a. A minimum of 50% open space shall be required; in determining the open space, the 25 acres within the Whitewater Wash may be included in the calculation. Amenities such as private parks, public parks, greenbelts, the interim CV Link Trail, and other similar amenities may be included in the required open space areas
 - b. The applicant shall donate the 25 acres within the Whitewater Wash to the City.
 - c. The levee shall be improved as park or trail area, and count towards the open space requirement.
- PLN 20. Park. A park shall be provided in accordance with the approved site plan, and shall be owned and properly maintained by the HOA and accessible to the general public. The development agreement shall set forth the minimum maintenance obligations, the recreational amenities and improvements provided by the applicant, and the construction/completion schedule for the park.
- PLN 21. Recreational Amenities – Age-Restrict Housing. A common clubhouse and pool shall be provided in the age-restricted portion of the development.
- PLN 22. Construction Requirements and Phasing.
- a. The final construction phasing plan shall be reviewed as part of the Final PD Review for consistency with these conditions of approval.

- b. The central "spine" road shall be developed as a temporary construction road from the Golden Sands Drive entrance to the Whitewater Club Drive entrance, and shall be developed in Phase I of the construction phasing.
- c. The applicant shall implement the construction restrictions identified in the letter from Somis Investments, dated August 23, 2016, and incorporated as part of the conditions of approval.

PLN 23. Interim CV Link Trail. The interim CV Link trail shall be provided as depicted in the approved site plan. The trail shall have a minimum 14' right-of-way for pedestrians and bicycles, with electric vehicles permitted to share the public streets. The applicant shall work with the residents of the Golden Sands Mobile Home Park and the Four Seasons development to provide pedestrian access to the interim CV Link Trail if requested. The applicant shall coordinate the ultimate alignment with CVAG on the levee.

PLN 24. Public Benefit. In accordance with adopted City Council policy, the following items shall be considered as public benefits:

- a. Interim CV Link Trail alignment providing public access through the site;
- b. Provision of 50% open space;
- c. Dedication of land within the Whitewater River Wash to the City of Palm Springs for perpetual open space;
- d. Dedication of the central "spine" road as a public street;
- e. Provision of a park, maintained by the HOA, and accessible to the general public;
- f. Implementing conservation measures:
 - Additional water conservation such as gray-water systems (plumb/offer as an option);
 - Provide a percentage of solar power for units (such as 40% of the usage capacity);
 - All landscape lighting and outdoor lighting shall utilize LED fixtures;
 - All structures shall conform to the Green for Life building program "Green Tree" level.

PLN 25. Agreements with Adjacent HOA's/Neighborhood Organizations. The applicant shall provide to the City any executed agreements with adjacent HOA's or neighborhood organizations.

POLICE DEPARTMENT CONDITIONS

POL 1. Developer shall comply with Section II of Chapter 8.04 "Building Security Codes" of the Palm Springs Municipal Code.

BUILDING DEPARTMENT CONDITIONS

BLD 1. Prior to any construction on-site, all appropriate permits must be secured.

ENGINEERING DEPARTMENT CONDITIONS

APPLICATION FOR APPROVAL TO CONVERT THE PALM SPRINGS COUNTRY CLUB TO RESIDENTIAL, PARKLAND, AND PRIVATE STREETS, TENTATIVE TRACT MAP 36691, APN 501-190-011, BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 1 AND APN 669-480-027 & 669-590-066 BEING A PORTION OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 4S, RANGE 4E, S.B.M., CASE NO. 5.1327.

The Engineering Division recommends that if this application is approved, such approval is subject to the following conditions being completed in compliance with City standards and ordinances.

Before final acceptance of the project, all conditions listed below shall be completed to the satisfaction of the City Engineer.

STREETS

- ENG 1. Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.
- ENG 2. Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division. The plan(s) shall be approved by the City Engineer prior to issuance of any building permits.
- ENG 3. The applicant shall be required to construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete, as may be determined by the City Engineer. Paving of streets in one lift prior to completion of on-site construction will not be allowed, unless prior authorization has been obtained from the City Engineer. Completion of asphalt concrete paving for streets prior to completion of on-site construction activities, if authorized by the City Engineer, will require additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City Engineer.
- ENG 4. Dedicate a public access easement for and construct a multi-use pedestrian, bicycle and Neighborhood Electric Vehicle (NEV) pathway through the development as approved by the City Engineer.

VERONA ROAD

- ENG 5. Remove the existing curb located 18 feet north of centerline and replace with 6 inch curb and gutter located 20 feet north of centerline along the entire frontage, in accordance with City of Palm Springs Standard Drawing No. 200.
- ENG 6. Remove existing driveway approach and construct a new street intersection in accordance with applicable City of Palm Springs Standard Drawings. The centerline of the new street shall be aligned with the existing centerline of Whitewater Club Drive.
- ENG 7. Construct a 5 feet wide sidewalk behind the curb along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 210.
- ENG 8. Construct a Type C curb ramps meeting current California State Accessibility standards on each corner of the intersection in accordance with City of Palm Springs Standard Drawing No. 214.
- ENG 9. Construct pavement with a minimum pavement section of 3 inches asphalt concrete pavement over 6 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to clean sawcut edge of pavement along the entire Verona Road frontage in accordance with City of Palm Springs Standard Drawing No. 110.

FRANCIS DRIVE

- ENG 10. At the east end of Francis Drive, construct a 24 feet wide driveway approach in accordance with City of Palm Springs Standard Drawing No. 201 or extend street improvements to transition to a 24 feet wide minimum emergency access lane, as approved by the City Engineer. To accommodate the emergency access, the access gate and Knox box shall be located entirely outside of the City's right of way. Accommodations for flow and/or acceptance of water shall be designed and shown on improvement plans.

GOLDEN SANDS DRIVE (PUBLIC)

- ENG 11. Acquire or otherwise facilitate dedication of public right-of-way on Golden Sands Drive from Sunrise Way to the intersection of Streets "L" and "O", as required by the City Engineer.
- ENG 12. All broken or off grade street improvements along that portion of Golden Sands Drive to be transferred to the City for public maintenance, shall be repaired or replaced.

COUNTRY CLUB DRIVE (PRIVATE)

- ENG 13. Construct a 6 wedge curb and gutter, 18 feet along both sides of the centerline (to match existing improvements), from the easterly terminus of Lot "AA" of TM 30054 MB 348 page 99-102, to the existing entrance of the Golden Sands Mobile Home Park.
- ENG 14. Construct pavement with a minimum pavement section of 2 ½ inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to edge of proposed gutter along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

WHITEWATER CLUB DRIVE (WEST) (PRIVATE)

- ENG 15. Construct two 24 feet wide driveway approaches in accordance with City of Palm Springs Standard Drawing No. 201 to accommodate the emergency access gates and Knox boxes as shown on improvement plans.

ON-SITE PRIVATE STREETS

- ENG 16. Dedicate an easement for public utility purposes, including sewers, with the right of ingress and egress for service and emergency vehicles and personnel over the proposed private streets.
- ENG 17. All centerline radii shall be a minimum of 100 feet.
- ENG 18. All on-site cul-de-sacs shall be constructed in accordance with City of Palm Springs Standard Drawing No. 101, curb portion only. Construct all cul-de-sacs with a minimum curb radius of 43 feet throughout the cul-de-sac bulb.
- ENG 19. Construct all street "knuckles" in accordance with City of Palm Springs Standard Drawing No. 104.
- ENG 20. The minimum pavement section for all on-site pavement drive aisles, parking spaces shall be 2-1/2 inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

- ENG 21. All on-site private streets (or drive aisles) shall be two-way with a minimum 36 feet wide travelway (as measured from face of curb) where on-street parking is proposed on both sides of the street.
- ENG 22. All on-site private streets shall be constructed with standard 6 inch curb and gutter, a wedge curb, or other approved curbs, and cross-gutters, as necessary to accept and convey street surface drainage of the on-site streets to the on-site drainage system.

SANITARY SEWER

- ENG 23. All sanitary facilities shall be connected to the public sewer system. New laterals shall not be connected at manholes.
- ENG 24. Submit sewer improvement plans prepared by a California registered civil engineer to the Engineering Division. The plan(s) shall be approved by the City Engineer prior to issuance of any building permits.
- ENG 25. Construct 8 inch V.C.P. sewer main across all private streets from centerline or as required by the City Engineer. Removal and reconstruction of existing public sewers in Whitewater Club Drive requires Developer to maintain existing sewer service until relocated service is established. All sewer mains constructed by the developer and to become part of the City sewer system shall be digitally video recorded (Developer shall contact City treatment plant facility for acceptable digital video format) and submitted to the City for review prior to acceptance of the sewer system for maintenance by the City. Any defects of the sewer main shall be removed, replaced, or repaired to the satisfaction of the City Engineer prior to acceptance.
- ENG 26. Upon completion of the construction of public sewer lines, an as-built drawing in digital format shall be provided to the City as required by the City Engineer, if the sewer was not constructed in accordance with the original approved sewer plans.

GRADING

- ENG 27. Submit a Precise Grading Plan prepared by a California registered Civil engineer to the Engineering Division for review and approval. The Precise Grading Plan shall be approved by the City Engineer prior to issuance of grading permit.
- a. A Fugitive Dust Control Plan shall be prepared by the applicant and/or its grading contractor and submitted to the Engineering Division for review and approval. The applicant and/or its grading contractor shall be required to comply with Chapter 8.50 of the City of Palm Springs Municipal Code, and

shall be required to utilize one or more "Coachella Valley Best Available Control Measures" as identified in the Coachella Valley Fugitive Dust Control Handbook for each fugitive dust source such that the applicable performance standards are met. The applicant's or its contractor's Fugitive Dust Control Plan shall be prepared by staff that has completed the South Coast Air Quality Management District (AQMD) Coachella Valley Fugitive Dust Control Class. The applicant and/or its grading contractor shall provide the Engineering Division with current and valid Certificate(s) of Completion from AQMD for staff that has completed the required training. For information on attending a Fugitive Dust Control Class and information on the Coachella Valley Fugitive Dust Control Handbook and related "PM10" Dust Control issues, please contact AQMD at (909) 396-3752, or at <http://www.AQMD.gov>. A Fugitive Dust Control Plan, in conformance with the Coachella Valley Fugitive Dust Control Handbook, shall be submitted to and approved by the Engineering Division prior to approval of the Grading plan.

- b. The first submittal of the Grading Plan shall include the following information: a copy of final approved conformed copy of Conditions of Approval; a copy of a final approved conformed copy of the Site Plan; a copy of current Title Report; a copy of Soils Report; a copy of the associated Hydrology Study/Report and a copy of the project-specific Final Water Quality Management Plan.

ENG 28. Prior to approval of a Grading Plan (or issuance of a Grading Permit), the applicant shall obtain written approval to proceed with construction from the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. The applicant shall contact the Tribal Historic Preservation Officer or the Tribal Archaeologist at ACBCI-THPO@aguacaliente.net to determine their requirements, if any, associated with grading or other construction. The applicant is advised to contact the Tribal Historic Preservation Officer or Tribal Archaeologist as early as possible. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during grading or other construction, and to arrange payment of any required fees associated with Tribal monitoring.

ENG 29. In accordance with an approved PM-10 Dust Control Plan, temporary dust control perimeter fencing shall be installed at the limits of grading and/or disturbed areas. Fencing shall have screening that is tan in color; green screening will not be allowed. Temporary dust control perimeter fencing shall be installed after issuance of Grading Permit, and immediately prior to commencement of grading operations.

ENG 30. Temporary dust control perimeter fence screening shall be appropriately maintained, as required by the City Engineer. Cuts (vents) made into the perimeter fence screening shall not be allowed. Perimeter fencing shall be adequately anchored into the ground to resist wind loading.

- ENG 31. Within 10 days of ceasing all construction activity and when construction activities are not scheduled to occur for at least 30 days, the disturbed areas on-site shall be permanently stabilized, in accordance with Palm Springs Municipal Code Section 8.50.022. Following stabilization of all disturbed areas, perimeter fencing shall be removed, as required by the City Engineer.
- ENG 32. The applicant shall obtain approvals to perform grading within the Riverside County Flood Control and Water Conservation District (RCFC&WCD) easement for the Whitewater levee located along the northerly property line. An Encroachment Permit shall be issued from RCFC&WCD, and a copy provided to the City Engineer, prior to approval of a grading plan. For RCFC&WCD requirements, contact the RCFC&WCD Encroachment Permit Section at (951) 955-1266.
- ENG 33. A Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required for the proposed development via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to issuance of a grading or building permit.
- ENG 34. This project requires preparation and implementation of a stormwater pollution prevention plan (SWPPP). As of September 4, 2012, all SWPPPs shall include a post-construction management plan (including Best Management Practices) in accordance with the current Construction General Permit. Where applicable, the approved final project-specific Water Quality Management Plan shall be incorporated by reference or attached to the SWPPP as the Post-Construction Management Plan. A copy of the up-to-date SWPPP shall be kept at the project site and be available for review upon request.
- ENG 35. In accordance with City of Palm Springs Municipal Code, Section 8.50.022 (h), the applicant shall post with the City a cash bond of two thousand dollars (\$2,000) per disturbed acre (if there is disturbance of 5,000 square feet or more) at the time of issuance of grading permit for mitigation measures for erosion/blowsand relating to this property and development.
- ENG 36. A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of a grading plan.
- ENG 37. The applicant shall provide pad elevation certifications for all building pads in conformance with the approved grading plan (if required), to the Engineering Division prior to construction of any building foundation.

ENG 38. In cooperation with the Riverside County Agricultural Commissioner and the California Department of Food and Agriculture Red Imported Fire Ant Project, applicants for grading permits involving a grading plan and involving the export of soil will be required to present a clearance document from a Department of Food and Agriculture representative in the form of an approved "Notification of Intent To Move Soil From or Within Quarantined Areas of Orange, Riverside, and Los Angeles Counties" (RIFA Form CA-1) prior to approval of the Grading Plan (if required). The California Department of Food and Agriculture office is located at 73-710 Fred Waring Drive, Palm Desert (Phone: 760-776-8208).

WATER QUALITY MANAGEMENT PLAN

- ENG 39. This project shall be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated stormwater and non-stormwater runoff, shall be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated stormwater and non-stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development (if any).
- ENG 40. A Final Project-Specific Water Quality Management Plan (WQMP) shall be submitted to and approved by the City Engineer prior to issuance of a grading or building permit. The WQMP shall address the implementation of operational Best Management Practices (BMP's) necessary to accommodate nuisance water and storm water runoff from the site. Direct release of nuisance water to the adjacent property (or public streets) is prohibited. Construction of operational BMP's shall be incorporated into the Precise Grading and Paving Plan.
- ENG 41. Prior to issuance of any grading or building permits, the property owner shall record a "Covenant and Agreement" with the County-Clerk Recorder or other instrument on a standardized form to inform future property owners of the requirement to implement the approved Final Project-Specific Water Quality Management Plan (WQMP). Other alternative instruments for requiring implementation of the approved Final Project-Specific WQMP include: requiring the implementation of the Final Project-Specific WQMP in Home Owners Association or Property Owner Association Covenants, Conditions,

and Restrictions (CC&Rs); formation of Landscape, Lighting and Maintenance Districts, Assessment Districts or Community Service Areas responsible for implementing the Final Project-Specific WQMP; or equivalent. Alternative instruments must be approved by the City Engineer prior to issuance of any grading or building permits.

- ENG 42. Prior to issuance of certificate of occupancy or final City approvals, the applicant shall: (a) demonstrate that all structural BMP's have been constructed and installed in conformance with approved plans and specifications; (b) demonstrate that applicant is prepared to implement all non-structural BMP's included in the approved Final Project-Specific WQMP, conditions of approval, or grading/building permit conditions; and (c) demonstrate that an adequate number of copies of the approved Final Project-Specific WQMP are available for the future owners.

DRAINAGE

- ENG 43. Dedicate a storm drain easement 36 feet wide (min.) extending across the project as necessary to facilitate the future construction, operation and maintenance of the Master Planned Storm Drain Line #3 as required by the City Engineer.
- ENG 44. All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all storm water runoff falling on the site, on-site retention or other facilities approved by the City Engineer shall be required to contain the increased storm water runoff generated by the development of the property.
- ENG 45. Construct storm drain improvements, including but not limited to catch basins, and storm drain lines, for drainage of on-site streets into the on-site retention system, as described in the Preliminary Hydrology Report for property located East of Sunrise Way, North of Joyce Drive & East of Farrell Drive and North of Verona Road, at the Palm Springs Country Club, Tentative Tract Map No. 36691, prepared by MSA Consulting, Inc, dated January 20, 2013. The preliminary hydrology study for Tentative Tract Map 36691 that includes catch basin sizing, storm drain pipe sizing, and retention system sizing calculations and other specifications for construction of required on-site storm drainage improvements. Final retention basin sizing and other storm water runoff mitigation measures shall be determined upon review and approval of the final hydrology study by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study.
- ENG 46. All on-site storm drain systems shall be privately maintained by a Homeowners Association (HOA). Provisions for maintenance of the on-site storm drain

systems acceptable to the City Engineer shall be included in Covenants, Conditions and Restrictions (CC&R's) required for this project.

ENG 47. Submit storm drain improvement plans for all on-site storm drainage system facilities for review and approval by the City Engineer.

ENG 48. This project shall be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated storm water and non-storm water runoff, shall be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated storm water and non-storm water runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development.

ENG 49. The project is subject to flood control and drainage implementation fees. The acreage drainage fee at the present time is \$6,511 per acre in accordance with Resolution No. 15189. Fees shall be paid prior to issuance of a building permit.

GENERAL

ENG 50. Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Palm Springs Standard Drawing No. 115. The developer shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including additional pavement repairs to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Desert Water Agency, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, Mission Springs Water District, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than existed prior to construction of the proposed development.

- ENG 51. On phases or elements of construction following initial site grading (e.g., sewer, storm drain, or other utility work requiring trenching) associated with this project, the applicant shall be responsible for coordinating the scheduled construction with the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. Unless the project site has previously been waived from any requirements for Tribal monitoring, it is the applicant's responsibility to notify the Tribal Historic Preservation Officer or the Tribal Archaeologist at (760) 699-6800, for any subsequent phases or elements of construction that might require Tribal monitoring. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during construction, and to arrange payment of any required fees associated with Tribal monitoring. Tribal monitoring requirements may extend to off-site construction performed by utility companies on behalf of the applicant (e.g. utility line extensions in off-site streets), which shall be the responsibility of the applicant to coordinate and arrange payment of any required fees for the utility companies.
- ENG 52. All proposed utility lines shall be installed underground.
- ENG 53. In accordance with Chapter 8.04.401 of the City of Palm Springs Municipal Code, all existing and proposed electrical lines of thirty-five thousand volts or less and overhead service drop conductors, and all gas, telephone, television cable service, and similar service wires or lines, which are on-site, abutting, and/or transecting, shall be installed underground unless specific restrictions are shown in General Orders 95 and 128 of the California Public Utilities Commission, and service requirements published by the utilities. The existing overhead utilities along the northerly tract boundary of Desert Park Estates No. 11 & No. 12, and easterly tract boundary of Desert Park Estates No. 10 and No. 12, and any other existing overhead lines, meet the requirement to be installed underground. Utility undergrounding shall extend to the nearest off-site power pole; no new power poles shall be installed unless otherwise approved by the City Engineer. A letter from the owners of the affected utilities shall be submitted to the Engineering Division prior to approval of a grading plan, informing the City that they have been notified of the City's utility undergrounding requirement and their intent to commence design of utility undergrounding plans. When available, the utility undergrounding plan shall be submitted to the Engineering Division identifying all above ground facilities in the area of the project to be undergrounded. Undergrounding of existing overhead utility lines shall be completed prior to issuance of a certificate of occupancy.
- ENG 54. All existing utilities shall be shown on the improvement plans if required for the project. The existing and proposed service laterals shall be shown from the main line to the property line.
- ENG 55. Upon approval of any improvement plan (if required) by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD 2004 drawing file), DXF (AutoCAD ASCII drawing

exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval by the City Engineer.

- ENG 56. The original improvement plans prepared for the proposed development and approved by the City Engineer (if required) shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a final certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.
- ENG 57. Nothing shall be constructed or planted in the corner cut-off area of any intersection or driveway which does or will exceed the height required to maintain an appropriate sight distance per City of Palm Springs Zoning Code Section 93.02.00, D.
- ENG 58. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed in accordance with City of Palm Springs Standard Drawing No. 904.
- ENG 59. This property is subject to the Coachella Valley Multiple Species Habitat Conservation Plan Local Development Mitigation Fee (CVMSHCP-LDMF). The LDMF shall be paid prior to issuance of Building Permit.

MAP

- ENG 60. The developer shall apply for an annexation to the City of Palm Springs Community Facilities District (CFD 2005-1) established for public safety services and submit required applications, waivers, and consent forms to the annexation prior to approval of a Final Map. Payment of an annexation fee (\$7,500) and shall be made at the time of the application. The applicant is advised that the annexation process takes an average of 6 months which includes, a minimum of two City Council sessions, a 30 day public comment period, and requires approved ballots to be mailed to the City Clerk. The Final Map will not be approved until the CFD process is completed.
- ENG 61. A Final Map shall be prepared by a California registered Land Surveyor or qualified Civil Engineer and submitted to the Engineering Division for review and approval. A Title Report prepared for subdivision guarantee for the subject property, the traverse closures for the existing parcel and all lots created therefrom, and copies of record documents shall be submitted with the Final Map to the Engineering Division as part of the review of the Map. The Final Map shall be approved by the City Council prior to issuance of building permits.

- ENG 62. A copy of draft Covenants, Conditions and Restrictions (CC&R's) shall be submitted to the City Attorney for review and approval for any restrictions related to the Engineering Division's recommendations. The CC&R's shall be approved by the City Attorney prior to approval of the Final Map by the City Council, or in the absence of a Final Map, shall be submitted and approved by the City Attorney prior to issuance of Certificate of Occupancy.
- ENG 63. Upon approval of a Final Map, the Final Map shall be provided to the City in G.I.S. digital format, consistent with the "Guidelines for G.I.S. Digital Submission" from the Riverside County Transportation and Land Management Agency." G.I.S. digital information shall consist of the following data: California Coordinate System, CCS83 Zone 6 (in U.S. feet); monuments (ASCII drawing exchange file); lot lines, rights-of-way, and centerlines shown as continuous lines; full map annotation consistent with annotation shown on the map; map number; and map file name. G.I.S. data format shall be provided on a CDROM/DVD containing the following: ArcGIS Geodatabase, ArcView Shapefile, ArcInfo Coverage or Exchange file, DWG (AutoCAD 2004 drawing file), DGN (Microstation drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variations of the type and format of G.I.S. digital data to be submitted to the City may be authorized, upon prior approval of the City Engineer.
- ENG 64. In accordance with Section 66434 (g) of the Government Code, the portion of the existing public sewer and public utility easement (or right-of-way) over Whitewater Club Drive may be abandoned upon the filing of a Final Map identifying the abandonment of the easements (or right-of-way) granted to the City of Palm Springs. Prior to approval of a Final Map, the developer shall coordinate with each public utility company and determine specific requirements as to the abandonment and/or relocation of existing underground utilities that may exist within the public easements (or right-of-way) to be abandoned. Prior to approval of a Final Map, the developer shall provide to the City Engineer a letter of approval regarding the proposed abandonment of easements (or rights-of-way) over Whitewater Club Drive from each public utility agency. The developer is advised that the City has received notice from the Southern California Gas Company of the existence of an existing gas line within Whitewater Club Drive that will require removal and relocation to facilitate this development.

TRAFFIC

- ENG 65. As determined by the traffic study submitted by Endo Engineering, the following mitigation measure(s) will be required:
- a. Reconstruct Whitewater Club Drive @ Northerly Terminus and access to Palm Springs Country Club and Alexander Estates.

- b. Re-Construct Whitewater Club Drive east of Sunrise Way @ access road to Golden Sands.
- c. Provide emergency access from Farrell Drive opposite Francis Drive.

- ENG 66. A minimum of 48 inches of clearance for accessibility shall be provided on public sidewalks or pedestrian paths of travel within the development. Minimum clearance on public sidewalks or pedestrian paths of travel shall be provided by (either an additional dedication of a sidewalk easement (if necessary) and widening of the sidewalk, or by the relocation of any obstructions.
- ENG 67. All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and street lights, associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.
- ENG 68. Submit traffic striping (and signage) plans prepared by a California registered civil engineer, for review and approval by the City Engineer. All required traffic striping and signage improvements shall be completed in conjunction with required street improvements, to the satisfaction of the City Engineer, and prior to issuance of a certificate of occupancy.
- ENG 69. Install all way stop, including signage, stop bar, and "STOP" legend for traffic exiting/entering the development at the intersection of Verona Road and Whitewater Club Drive in accordance with applicable City of Palm Springs Standard Drawings and the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated November 7, 2014, or subsequent editions in force at the time of construction, as required by the City Engineer.
- ENG 70. Construction signing, lighting and barricading shall be provided during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (CAMUTCD), dated November 7, 2014, or subsequent editions in force at the time of construction.
- ENG 71. This property is subject to the Transportation Uniform Mitigation Fee which shall be paid prior to issuance of building permit.

FIRE DEPARTMENT CONDITIONS

These Fire Department conditions may not provide all requirements. Owner/developer is responsible for all applicable state and locally adopted fire codes. Detailed plans are still required for review.

FID 1. These conditions are subject to final plan check and review. Initial fire department conditions have been determined on the revised site plans received and stamped October 1, 2015. Additional requirements may be required based on revisions to site plans.

FID 2. Fire Department Conditions were based on the 2013 California Fire Code as adopted by City of Palm Springs, Palm Springs Municipal Code and latest adopted NFPA Standards. Four (4) complete sets of plans for private fire service mains, fire alarm, or fire sprinkler systems must be submitted at time of the building plan submittal.

FID 3. **PLANS AND PERMITS**

Complete plans for private fire service mains or fire sprinkler systems should be submitted for approval well in advance of installation. Plan reviews can take up to 20 working days. Submit a minimum of four (4) sets of drawings for review. Upon approval, the Fire Prevention Bureau will retain one set.

Plans shall be submitted to:

City of Palm Springs
Building and Safety Department
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Counter Hours: 8:00 AM – 6:00 PM, Monday – Thursday

A deposit for Plan Check and Inspection Fees is required at the time of Plan Submittal. Inspection fees are charged at the fully burdened hourly rate of the fire inspector. These fees are established by Resolution of the Palm Springs City Council.

Complete listings and manufacturer's technical data sheets for all system materials shall be included with plan submittals. All system materials shall be UL listed or FM approved for fire protection service and approved by the Fire Prevention Bureau prior to installation.

Plans shall indicate all necessary engineering features, including all hydraulic reference nodes, pipe lengths and pipe diameters as required by the appropriate codes and standards. Plans and supportive data (calculations and manufacturer's technical data sheets) shall be submitted with each plan submittal. Complete and accurate legends for all symbols and abbreviations shall be provided on the plans.

FID 4. **Fire Apparatus Access Roads (CFC 503.1.1):** Approved fire apparatus access roads shall be provided for every facility, building or portion of a

building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

- **Fire Apparatus Access Road (CFC 202 Definitions)** – A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane and access roadway.
- **Dimensions (CFC 503.2.1):** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 13 feet 6 inches.

FID 5. Fire Lanes (CFC 202 Definitions): A road or other passageway developed to allow the passage of fire apparatus.

- **Designation of Fire Lanes (CVC 22500.1):** Only the fire department with jurisdiction over the area in which the place is located can designate a fire lane.
- **Designated Fire Lanes** in private developments shall be not less than 24 feet wide (curb face to curb face) with no parking on either side. Wedge, or rolled curbing contained within a 24 foot fire lane shall be capable of supporting 73,000 pound GVW fire apparatus.
- **Fire Lane Marking (CFC 503.3):** Where required by the fire code official, approved signs or other approved notices or markings that include the words **NO PARKING—FIRE LANE** shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

Project Notes: 37 foot wide streets – parking allowable on one side only. Opposite side shall be identified as “fire lane”

Project Notes: Site Plan Sheet 1 of 2 – SW traffic circle; non-compliant road widths between medians

Project Notes: Site Plan Sheet 2 of 2 – SE traffic circle; non-compliant road widths between medians

- FID 6. **Dead Ends (503.2.5 CFC):** Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus. The City of Palm Springs has two approved turn around provisions. One is a cul-de-sac with an outside turning radius of 43 feet from centerline. The other is a hammerhead turnaround meeting the Palm Springs Public Works and Engineering Department standard dated 9/4/2002.
- FID 7. **Surface (CFC 503.2.3):** Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (73,000 lbs. GVW) and shall be surfaced so as to provide all-weather driving capabilities.
- FID 8. **Traffic Calming Devices (CFC 503.4.1):** Traffic calming devices shall be prohibited unless approved by the fire code official.
- FID 9. **Security Gates (CFC 503.6):** The installation of security gates across a fire apparatus access road shall be approved by the fire chief. Where security gates are installed, they shall have an approved means of emergency operation. Secured automated vehicle gates or entries shall utilize a combination of a Tomar Strobeswitch™, or approved equal, and an approved Knox key electric switch. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200 and an approved Knox key electric switch. Secured non-automated vehicle gates or entries shall utilize an approved padlock or chain (maximum link or lock shackle size of ¼ inch). Approved security gates shall be a minimum of 14 feet in unobstructed drive width on each side with gate in open position.

In the event of a power failure, the gates shall be defaulted or automatically transferred to a fail safe mode allowing the gate to be pushed open without the use of special knowledge or any equipment. If a two-gate system is used, the override switch must open both gates.

If there is no sensing device that will automatically open the gates for exiting, a fire department approved Knox electrical override switch shall be placed on each side of the gate in an approved location.

A final field inspection by the fire code official or an authorized representative is required before electronically controlled gates may become operative. Prior to final inspection, electronic gates shall remain in a locked-open position.

- FID 10. **Fire Hydrant Flow and Number of Fire Hydrants (CFC 508.5):** Fire hydrants shall be provided in accordance with CFC Appendix B, Fire Flow

Requirements for Buildings, for the protection of buildings, or portions of buildings, hereafter constructed. One available fire hydrant must be within 250 feet from any point on lot street frontages. (CFC Appendix C)

- FID 11. **Operational Fire Hydrant(s) (CFC 508.1, 508.5.1 & 1412.1):** Operational fire hydrant(s) shall be installed within 250 feet of all combustible construction. They shall be installed and made serviceable prior to and during construction. No landscape planting, walls, or fencing is permitted within 3 feet of fire hydrants, except ground cover plantings
- FID 12. **NFPA 13D Fire Sprinklers Required:** An automatic fire sprinkler system is required. Only a C-16 licensed fire sprinkler contractor shall perform system design and installation. System to be designed and installed in accordance with NFPA standard 13D, 2013 Edition, as modified by local ordinance.
- FID 13. **Residential Smoke and Carbon Monoxide Alarms Installation with Fire Sprinklers - R-3 & Household Fire Alarm System (CFC 907.2.11.2, CRC R314 & R315 and California Health & Safety Code 17926):** Provide and Install Residential Smoke and Carbon Monoxide Alarms. Alarms shall receive their primary power from the building wiring, and shall be equipped with a battery backup. In new construction, alterations, repairs and additions, smoke and carbon monoxide alarms shall be interconnected. The operation of any smoke alarm or the fire sprinkler flow switch will cause all smoke alarms within the dwelling to sound and activate the exterior horn/strobe. The operation of any carbon monoxide alarm will cause all carbon monoxide alarms within the dwelling to sound.
- FID 14. **Audible Residential Water Flow Alarms - NFPA 13D Fire Sprinklers & Household Fire Alarm System (CFC 903.4.2):** An approved audible sprinkler flow alarm (Wheelock horn/strobe with WBB back box or equal) shall be provided on the exterior of the building in an approved location. It shall be powered by the household fire alarm system. The horn/strobe shall be outdoor rated.

END OF CONDITIONS

RESOLUTION NO. 24085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING TENTATIVE TRACT MAP 36691 FOR THE SUBDIVISION OF 156.18 GROSS ACRES INTO 386 RESIDENTIAL LOTS, PUBLIC AND PRIVATE STREETS, A PARK, PRESERVED OPEN SPACE, AND PRIVATE OPEN SPACE, GENERALLY LOCATED NORTH OF VERONA ROAD, EAST OF SUNRISE WAY, AND SOUTHWEST OF THE WHITEWATER RIVER WASH (TTM 36691).

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS FINDS AND DETERMINES AS FOLLOWS:

A. Palm Springs Country Club, LLC ("Applicant") filed an application pursuant to Palm Springs Municipal Code (PSMC) Title 9, for Tentative Tract Map (TTM 36691) to allow the creation of a 386-lot residential subdivision, with provisions for public and private streets, a park, preserved open space, and private open space (APN 501-190-002, 501-190-011, 669-480-027) ("Project").

B. The Applicant submitted related Project applications, including a General Plan Amendment (Case 5.1327 PD-366/GPA) to change the land use designation from Open Space – Parks/Recreation to Very Low Density Residential; a Planned Development District in lieu of a Change of Zone (Case 5.1327 PD-366) to establish development standards for the Project site; a Major Architectural application (Case 5.1327 PD-366/MAJ) to review proposed architecture pursuant to PSZC Section 94.04.00; and a Development Agreement (Case 5.1327 DA) to establish conditions, terms and obligations for the Project.

C. A notice of a public hearing of the Planning Commission of the City of Palm Springs, California to consider the above-mentioned applications was given in accordance with applicable law, and on April 13, 2016, the Planning Commission carefully reviewed and considered all of the evidence presented in connection with the hearing on the Project, including but not limited to the staff report, and all written and oral testimony presented and voted 5-1 to recommend approval to City Council of the Project.

D. On August 3, 2016, a public hearing on the applications for the Project was held by the City Council in accordance with applicable law. After taking public testimony, the City Council voted to continue the Project to the meeting of September 7, 2016.

E. At the meeting of September 7, 2016, the City Council carefully reviewed and considered all of the evidence presented in connection with the hearing on the project including, but not limited to, the EIR, the staff reports on all aspects of the proposed

Project, and all written and oral testimony presented. The City Council specifically finds the following relative to the criteria identified in Section 66474 of the Subdivision Map Act:

1. *The proposed Tentative Tract Map and Tentative Parcel Map are consistent with all applicable general and specific plans.*

The proposed TTM is consistent with the proposed General Plan Land Use Element, because the General Plan designation for the site is Very Low Density Residential (up to 4 du/ac). The proposed density of the tract map is 3.1 dwelling units per acre (du/ac) and is thus consistent with the General Plan in terms of density.

The Project was given further review for conformity with the General Plan as follows:

- Policy CD.22.1: Require new and infill development to be of compatible scale, materials, and massing as existing development. Also ensure that the design character of the new development is appropriate to the area.

The proposed development is of a similar scale to the surrounding development, and would create additional density compatible with its surrounding patterns of development.

- Policy CD.22.7: Ensure that residential communities are well connected with each other and with nearby commercial uses through the inclusion of pedestrian and bicycle friendly design features such as trails, paths, and pedestrian oriented streets in the neighborhood's design.

The proposed development will use existing street connections for primary access points to the site. New pedestrian paths will be created in open landscape areas between dwellings and separated from vehicular streets. The Project will potentially include an access way through the site for interim access way through the site for the Coachella Valley Link ("CV Link"). These will enhance connectivity through the site.

2. *The design and improvements of the proposed Tentative Tract Map and Tentative Parcel Map are consistent with the zone in which the property is located.*

The Project includes a change of zone to PD-366, and seeks a specific development plan for the 126-acre site. There will be 386 residences with improved street access, utilities and other typical services provided to residential development. Developable lots are required to be at least 5,000 or 8,000 square feet in size. The PD also proposes a set of development standards and design details with specific standards.

3. *The site is physically suited for this type of development.*

The Project site is flat and is located in an area with all urban services and utilities, including streets. The Project proposes 386 attached and detached single-family residential dwelling units on individual lots with public and private streets and private common open space. The Project is surrounded by similar residential uses, including other single-family and multifamily residences. The site has adequate vehicular access to the public streets, including Whitewater Club Drive and San Raphael Road. Therefore, the site is physically suited for this type of development and is proposed with adequate access to the network of public streets.

4. *The site is physically suited for the proposed density of development.*

The Project proposes an overall site density of 3.1 dwelling units per acre and the proposed General Plan land use designation of VLDR coincides with the proposed density. The site abuts improved public streets with existing utilities and with right-of-way widths that are projected in the City's 2007 General Plan update to operate at normal levels of service (LOS). Consequently, the site is physically suited for the proposed density of development.

5. *The design of the subdivision is not likely to cause environmental damage or substantially and avoidable injure fish, wildlife, or their habitats.*

An Environmental Impact Report (EIR) evaluated the potential impacts related to fish, wildlife and other habitats. As a part of the EIR, a biological investigation and survey were completed. Based on the results of these studies, no plants, reptiles, birds, or mammals that are identified as a candidate or sensitive by an local, state, or government agency, were encountered or showed substantial evidence of occupied habitat on the proposed Project site. The Project is required to comply with the Coachella Valley Multiple Species Habitat Conservation Plan (MSHCP) and the payment of habitat conservation fees is required. Therefore, the design of the subdivision is not likely to cause environmental damage or substantially and avoidable impacts to fish, wildlife and their habitats.

6. *The design of the subdivision or type of improvements is not likely to cause serious public health problems.*

The design of the proposed subdivision includes connections to all public utilities including water and sewer systems. The layout of internal private streets provides access to each lot. The subdivision is proposed with sidewalks along private open spaces. With the approval of the General Plan Amendment and PD, the residential uses will be unlikely to cause serious public health problems.

7. *The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision.*

Public easements will be provided to accommodate needed utilities, as well as a master drainage line that will be constructed at a future time. There are no other easement conflicts known with the design of the proposed subdivision. Therefore, the design of the subdivision will not conflict with easements for access through or use of the property.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS RESOLVES AS FOLLOWS:

SECTION 1. CEQA.

The Project is considered a "project" pursuant to the California Environmental Quality Act (CEQA). An EIR has been prepared for the Project that evaluates the potential environmental impacts of the Project. The City Council has reviewed and considered the information in the final EIR and has, by separate resolution, certified the final EIR in accordance with CEQA.

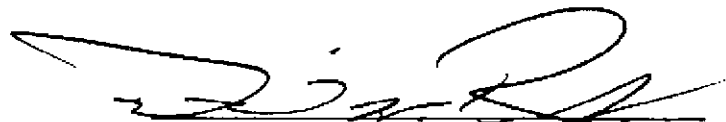
SECTION 2. Tentative Tract Map.

The City Council hereby approves a Tentative Tract Map (TTM 36691) to subdivide 156.18 gross acres for the development of 386 residential dwellings, public and private streets, a park, preserved open space, and private open space.

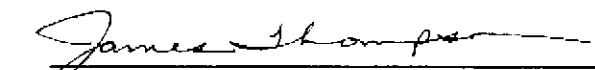
SECTION 3. Conditions of Approval.

This approval is subject to conditions as outlined in attached Exhibit "A."

ADOPTED THIS 7TH DAY OF SEPTEMBER, 2016.


David H. Ready, City Manager

ATTEST:

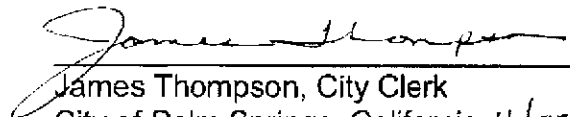

James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. 24085 is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on the 7th day of September, 2016, by the following vote:

AYES: Councilmember Foat, Councilmember Kors, Councilmember Roberts,
Mayor Pro Tem Mills, and Mayor Moon.
NOES: None.
ABSENT: None.
ABSTAIN: None.



James Thompson, City Clerk
City of Palm Springs, California 11/22/2016

EXHIBIT A

Case 5.1327 PD-366/ZC/MAJ/TTM 36691

Palm Springs Country Club, LLC
"Serena Park"

September 7, 2016

CONDITIONS OF APPROVAL

Before final acceptance of the project, all conditions listed below shall be completed to the satisfaction of the City Engineer, the Director of Planning Services, the Director of Building and Safety, the Chief of Police, the Fire Chief or their designee, depending on which department recommended the condition.

Any agreements, easements or covenants required to be entered into shall be in a form approved by the City Attorney.

CITY COUNCIL SPECIFIC CONDITIONS

- PC 1. Third access point for consideration by staff. Pedestrian access shall be permitted.

ADMINISTRATIVE CONDITIONS

- ADM 1. Project Description. This approval is for the project described per Case 5.1327 PD-366, TTM 36691 and Development Agreement; except as modified with the approved Mitigation Monitoring Program and the conditions below.
- ADM 2. Reference Documents. The site shall be developed and maintained in accordance with the approved plans. The Preliminary Development Plans shall be the basis for submitting Final Development Plans. The project shall be consistent with all Final Development Plans, including site plans, architectural elevations, exterior materials and colors, landscaping, and grading on file in the Planning Division except as modified by the approved Mitigation Measures and conditions below.
- ADM 3. Conform to all Codes and Regulations. The project shall conform to the conditions contained herein, all applicable regulations of the Palm Springs Zoning Ordinance, Municipal Code, and any other City, County, State and Federal Codes, ordinances, resolutions and laws that may apply.

- ADM 4. Minor Deviations. The Director of Planning or designee may approve minor deviations to the project description and approved plans in accordance with the provisions of the Palm Springs Zoning Code.
- ADM 5. Tentative Map. This approval is for Tentative Tract Map 36691, date stamped October 1, 2015, subject to any revisions to the map as imposed by City Council upon approval of the project. Any revisions to the Tentative Tract Map shall be reviewed and approved by the City prior to the submittal of the Final Map. This approval is subject to all applicable regulations of the Subdivision Map Act, the Palm Springs Municipal Code, and any other applicable City Codes, ordinances and resolutions.
- ADM 6. Indemnification. The owner shall defend, indemnify, and hold harmless the City of Palm Springs, its agents, officers, and employees from any claim, action, or proceeding against the City of Palm Springs or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Palm Springs, its legislative body, advisory agencies, or administrative officers concerning Case 5.1327 PD-366 and TTM 36691. The City of Palm Springs will promptly notify the applicant of any such claim, action, or proceeding against the City of Palm Springs and the applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Palm Springs fails to promptly notify the applicant of any such claim, action or proceeding or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Palm Springs. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.
- ADM 7. Maintenance and Repair. The property owner(s) and successors and assignees in interest shall maintain and repair the improvements including and without limitation all structures, sidewalks, bikeways, parking areas, landscape, irrigation, lighting, signs, walls, and fences between the curb and property line, including sidewalk or bikeway easement areas that extend onto private property, in a first class condition, free from waste and debris, and in accordance with all applicable law, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction at the property owner's sole expense. This condition shall be included in the recorded covenant agreement for the property if required by the City.
- ADM 8. Time Limit on Approval. Approval of the Planned Development District (PD) and Tentative Tract Map (TTM) shall be valid for a period of two (2) years from the effective date of the approval. Extensions of time may be granted by the Planning Commission upon demonstration of good cause. Time extensions may be approved pursuant to Code Section 9.63.110 for the

Tentative Map and pursuant to Section 94.03.00 for the PD. Such extension shall be required in writing and received prior to the expiration of the original approval.

- ADM 9. Public Art Fees. This project shall be subject to Chapters 2.24 and 3.37 of the Municipal Code regarding public art. The project shall either provide public art or payment of an in lieu fee. In the case of the in-lieu fee, the fee shall be based upon the total building permit valuation as calculated pursuant to the valuation table in the Uniform Building Code, the fee being 1/2% for commercial projects or 1/4% for residential projects with first \$100,000 of total building permit valuation for individual single-family units exempt. Should the public art be located on the project site, said location shall be reviewed and approved by the Director of Planning and Zoning and the Public Arts Commission, and the property owner shall enter into a recorded agreement to maintain the art work and protect the public rights of access and viewing.
- ADM 10. Park Development Fees. The developer shall dedicate land or pay a fee in lieu of a dedication, at the option of the City. The in-lieu fee shall be computed pursuant to Ordinance No. 1632, Section IV, by multiplying the area of park to be dedicated by the fair market value of the land being developed plus the cost to acquire and improve the property plus the fair share contribution, less any credit given by the City, as may be reasonably determined by the City based upon the formula contained in Ordinance No. 1632. In accordance with the Ordinance, the following areas or features shall not be eligible for private park credit: golf courses, yards, court areas, setbacks, development edges, slopes in hillside areas (unless the area includes a public trail) landscaped development entries, meandering streams, land held as open space for wildlife habitat, flood retention facilities and circulation improvements such as bicycle, hiking and equestrian trails (unless such systems are directly linked to the City's community-wide system and shown on the City's master plan).
- ADM 11. CC&R's. Prior to recordation of a final Tract Map or issuance of building permits, the applicant shall submit a draft declaration of covenants, conditions and restrictions ("CC&R's") to the Director of Planning for approval in a format to be approved by the City Attorney. The draft CC&R package shall include:
- a. The document to convey title
 - b. Deed restrictions, easements, of Covenant Conditions and Restrictions to be recorded.
 - c. Provisions for joint access to the proposed parcels, and any open space restrictions.
 - d. A provision, which provides that the CC&R's may not be terminated or substantially amended without the consent of the City and the developer's successor-in-interest.

Approved CC&R's are to be recorded following approval of the final map. The CC&R's may be enforceable by the City, shall not be amended without City approval, and shall require maintenance of all property in a good condition and in accordance with all ordinances.

ADM 12. CC&R's Deposits & Fees. The applicant shall submit to the City of Palm Springs, a deposit in the amount of \$3,500, for the review of the CC&R's by the City Attorney. A \$1,165 filing fee shall also be paid to the City Planning Department for administrative review purposes.

ADM 13. Development Agreement. Approval of these land use entitlement applications is contingent upon the approval of a development agreement. The development agreement shall address the conversion of open space for development purposes, through in-kind replacement of open space, payment of in-lieu fees for the acquisition of open space, or replacement of open space through a density transfer, pursuant to Policy LU2.2 of the City of Palm Springs General Plan.

ADM 14. Maximum Number of Units. The maximum number of residential units shall be limited to 386 single-family units.

ENVIRONMENTAL ASSESSMENT CONDITIONS

ENV 1. Coachella Valley Multiple-Species Habitat Conservation Plan (CVMSHCP) Local Development Mitigation Fee (LDMF) required. All projects within the City of Palm Springs, not within the Agua Caliente Band of Cahuilla Indians reservation are subject to payment of the CVMSHCP LDMF prior to the issuance of certificate of occupancy.

ENV 2. California Fish & Game Fees Required. The project is required to pay a fish and game impact fee as defined in Section 711.4 of the California Fish and Game Code. This CFG impact fee plus an administrative fee for filing the action with the County Recorder shall be submitted by the applicant to the City in the form of a money order or a cashier's check payable to the Riverside County Clerk prior to the final City action on the project. This fee shall be submitted by the City to the County Clerk with the Environmental Impact Report (EIR). Action on this application shall not be final until such fee is paid. The project may be eligible for exemption or refund of this fee by the California Department of Fish & Game. Applicants may apply for a refund by the CFG at www.dfg.ca.gov for more information.

ENV 3. Mitigation Monitoring. The mitigation measures of the EIR shall apply. The applicant shall submit a signed agreement that the mitigation measures outlined as part of the EIR will be included in the plans prior to Planning Commission consideration.

PLANNING DEPARTMENT CONDITIONS

- PLN 1. Outdoor Lighting Conformance. Exterior lighting shall be in conformance with Section 93.21.00 Outdoor Lighting Standards of the Palm Springs Zoning ordinance. All exterior fixtures shall be submitted for approval by the Department of Planning Services prior to issuance of a building permit. Manufacturer's cut sheets of all exterior lighting on the building and in the landscaping shall be included. If lights are proposed to be mounted on buildings, down-lights shall be utilized. No lighting of hillsides is permitted.
- PLN 2. Water Efficient Landscaping Conformance. The project is subject to the Water Efficient Landscape Ordinance (Chapter 8.60) of the Palm Springs Municipal Code and all other water efficient landscape ordinances. The applicant shall submit a landscape and irrigation plan to the Director of Planning for review and approval prior to the issuance of a building permit. Landscape plans shall be wet stamped and approved by the Riverside County Agricultural Commissioner's Office prior to submittal. Prior to submittal to the City, landscape/irrigation plans shall also be certified by the local water agency that they are in conformance with the water agency's and the State's Water Efficient Landscape Ordinances.
- PLN 3. Development Standards. All submittals shall comply with the following development standards.

TRACT NO. 36691 PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS NO. 5.1327 PD-366			
Product:	50' Wide Single Family Detached	80' Wide Single Family Detached	Single Family Attached
Lots:	195-394, 399-429	138-194, 395-398	1-137
Lot Size:			
Minimum Lot Size:	5,000 s.f.	8,000 s.f.	5,000 s.f.
Minimum Lot Frontage:	50'	80'	50'
Minimum Lot Frontage along Curves and Cul-De-Sacs:	35'	35'	35'
Minimum Lot Depth:	100'	100'	100'
Setbacks:			
Minimum Front Yard @ Garage:	18'	18'	18' (5' from access easement line)
Minimum Front Yard @ Living Area, Casita, and Side Loaded Garage:	12'	12'	12' (5' from access easement line)
Minimum Interior Side Yard:	5' / 30% @3' (See Note No. 1)	5' / 30% @3' (See Note No. 1)	0'/10' (See Note No. 1 & 2)
Minimum Corner Side Yard:	10'	10'	10'
Minimum Rear Yard @ Living Area:	10'	15'	10'
Other:			
Maximum Structure Height:	1 story (19')	1 story (18')	1 story (19')
Maximum Lot Coverage:	60%	40%	60%
Front Yard Encroachments for Architectural Features: (See Note No. 3)	2'	2'	2'
Side Yard Encroachments for Architectural Features: (See Note No. 3)	See Minimum Interior Side Yard Setbacks	See Minimum Interior Side Yard Setbacks	See Minimum Interior Side Yard Setbacks
Rear Yard Encroachments for Architectural Features: (See Note No. 3)	7'	5'	0'
Casita Allowed:	Yes	Yes	Yes
Notes: 1. Up to 30% of the building length can have a 3' side yard setback including living area, casita, and architectural features. A/C units are not allowed when any part of the structure is at the 3' side yard setback. 2. 0' side yard setback at adjoining buildings and 10' side yard setback when buildings do not join. No more than two buildings may be attached. 3. Architectural Features such as Fireplaces, AC Units, Media Center, Covered Porches, Decks, Pop-outs, and non-living areas as some examples			

PLN 4. Submittal of Final PDD. The Final Planned Development plans shall be submitted in accordance with Section 94.03.00 (Planned Development District) of the Zoning Ordinance. Final development plans shall include site plans, building elevations, floor plans, roof plans, grading plans, landscape plans, irrigation plans, exterior lighting plans, sign program, mitigation monitoring program, site cross sections, property development standards and other such documents as required by the Planning Department. Final Planned Development District applications must be submitted within two (2) years of the City Council approval of the preliminary planned development district.

PLN 5. Final PD Review. The Final PD application shall require review by the Architectural Advisory Committee (AAC), the Planning Commission and the City Council. In addition to reviewing the application for conformance to the

Preliminary PD application, the following items shall be addressed as part of the review:

- a. The final landscape plan, including the design of all perimeter walls, all buffer areas, paseos, and the trail design and landscaping.
- b. The residential units, subject to the recommendations of the AAC and Planning Commission:
 - The architecture of the units should reference the design of the Alexander Estates or the Cody-designed units within the Palm Springs Country Club, as appropriate.
 - All residential products shall provide options for a variety of color palettes, roofing materials, and siding materials.
 - Variation shall be provided in the roof forms of the residential units.
- c. The "hammerhead" street design within the age-restricted portion of the development shall be further reviewed for issues of access and guest parking.
- d. The design of guest parking areas shall be reviewed as part of the Final PD application; guest parking spaces may be required where streets are not wide enough for on-street parking.

PLN 6. Flat Roof Requirements. Roof materials on flat roofs (less than 2:12) must conform to California Title 24 thermal standards for "Cool Roofs". Such roofs must have a minimum initial thermal emittance of 0.75 or a minimum SRI of 64 and a three-year aged solar reflectance of 0.55 or greater. Only matte (non-specular) roofing is allowed in colors such as beige or tan.

PLN 7. Maintenance of Awnings & Projections. All awnings shall be maintained and periodically cleaned.

PLN 8. Screen Roof-mounted Equipment. All roof mounted mechanical equipment shall be screened per the requirements of Section 93.03.00 of the Zoning Ordinance.

PLN 9. Surface Mounted Downspouts Prohibited. No exterior downspouts shall be permitted on any facade on the proposed building(s) that are visible from adjacent streets or residential and commercial areas.

PLN 10. Pool Enclosure Approval Required. Details of fencing or walls around pools (material and color) and pool equipment areas shall be submitted for approval by the Planning Department prior to issuance of Building Permits.

PLN 11. Exterior Alarms & Audio Systems. No sirens, outside paging or any type of signalization will be permitted, except approved alarm systems.

PLN 12. Outside Storage Prohibited. No outside storage of any kind shall be permitted except as approved as a part of the proposed plan.

- PLN 13. No off-site Parking. Vehicles associated with the operation of the proposed development including company vehicles or employees vehicles shall not be permitted to park off the proposed building site unless a parking management plan has been approved.
- PLN 14. Update of City's Zoning Map. Upon approval of the proposed Change of Zone, Tract Map and/or Planned Development District, the applicant shall be responsible for costs associated with update of the City's GIS based zoning maps.
- PLN 15. Public Streets. The central "spine" road shall be a public street. Other local streets within the project may be public or private streets.
- PLN 16. (Deleted).
- PLN 17. Vehicular Gates. Vehicle gates shall be prohibited.
- PLN 18. Sidewalks. Public streets shall be required to have sidewalks along at least one side of the street; the age-restricted portion of the development shall also be required to have sidewalks.
- PLN 19. Open Space.
- a. A minimum of 50% open space shall be required; in determining the open space, the 25 acres within the Whitewater Wash may be included in the calculation. Amenities such as private parks, public parks, greenbelts, the interim CV Link Trail, and other similar amenities may be included in the required open space areas
 - b. The applicant shall donate the 25 acres within the Whitewater Wash to the City.
 - c. The levee shall be improved as park or trail area, and count towards the open space requirement.
- PLN 20. Park. A park shall be provided in accordance with the approved site plan, and shall be owned and properly maintained by the HOA and accessible to the general public. The development agreement shall set forth the minimum maintenance obligations, the recreational amenities and improvements provided by the applicant, and the construction/completion schedule for the park.
- PLN 21. Recreational Amenities – Age-Restrict Housing. A common clubhouse and pool shall be provided in the age-restricted portion of the development.
- PLN 22. Construction Requirements and Phasing.
- a. The final construction phasing plan shall be reviewed as part of the Final PD Review for consistency with these conditions of approval.

- b. The central "spine" road shall be developed as a temporary construction road from the Golden Sands Drive entrance to the Whitewater Club Drive entrance, and shall be developed in Phase I of the construction phasing.
- c. The applicant shall implement the construction restrictions identified in the letter from Somis Investments, dated August 23, 2016, and incorporated as part of the conditions of approval.

PLN 23. Interim CV Link Trail. The interim CV Link trail shall be provided as depicted in the approved site plan. The trail shall have a minimum 14' right-of-way for pedestrians and bicycles, with electric vehicles permitted to share the public streets. The applicant shall work with the residents of the Golden Sands Mobile Home Park and the Four Seasons development to provide pedestrian access to the Interim CV Link Trail if requested. The applicant shall coordinate the ultimate alignment with CVAG on the levee.

PLN 24. Public Benefit. In accordance with adopted City Council policy, the following items shall be considered as public benefits:

- a. Interim CV Link Trail alignment providing public access through the site;
- b. Provision of 50% open space;
- c. Dedication of land within the Whitewater River Wash to the City of Palm Springs for perpetual open space;
- d. Dedication of the central "spine" road as a public street;
- e. Provision of a park, maintained by the HOA, and accessible to the general public;
- f. Implementing conservation measures:
 - Additional water conservation such as gray-water systems (plumb/offer as an option);
 - Provide a percentage of solar power for units (such as 40% of the usage capacity);
 - All landscape lighting and outdoor lighting shall utilize LED fixtures;
 - All structures shall conform to the Green for Life building program "Green Tree" level.

PLN 25. Agreements with Adjacent HOA's/Neighborhood Organizations. The applicant shall provide to the City any executed agreements with adjacent HOA's or neighborhood organizations.

POLICE DEPARTMENT CONDITIONS

POL 1. Developer shall comply with Section II of Chapter 8.04 "Building Security Codes" of the Palm Springs Municipal Code.

BUILDING DEPARTMENT CONDITIONS

BLD 1. Prior to any construction on-site, all appropriate permits must be secured.

ENGINEERING DEPARTMENT CONDITIONS

APPLICATION FOR APPROVAL TO CONVERT THE PALM SPRINGS COUNTRY CLUB TO RESIDENTIAL, PARKLAND, AND PRIVATE STREETS, TENTATIVE TRACT MAP 36691, APN 501-190-011, BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 1 AND APN 669-480-027 & 669-590-066 BEING A PORTION OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 4S, RANGE 4E, S.B.M., CASE NO. 5.1327.

The Engineering Division recommends that if this application is approved, such approval is subject to the following conditions being completed in compliance with City standards and ordinances.

Before final acceptance of the project, all conditions listed below shall be completed to the satisfaction of the City Engineer.

STREETS

- ENG 1. Any improvements within the public right-of-way require a City of Palm Springs Encroachment Permit.
- ENG 2. Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division. The plan(s) shall be approved by the City Engineer prior to issuance of any building permits.
- ENG 3. The applicant shall be required to construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete, as may be determined by the City Engineer. Paving of streets in one lift prior to completion of on-site construction will not be allowed, unless prior authorization has been obtained from the City Engineer. Completion of asphalt concrete paving for streets prior to completion of on-site construction activities, if authorized by the City Engineer, will require additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City Engineer.
- ENG 4. Dedicate a public access easement for and construct a multi-use pedestrian, bicycle and Neighborhood Electric Vehicle (NEV) pathway through the development as approved by the City Engineer.

VERONA ROAD

- ENG 5. Remove the existing curb located 18 feet north of centerline and replace with 6 inch curb and gutter located 20 feet north of centerline along the entire frontage, in accordance with City of Palm Springs Standard Drawing No. 200.
- ENG 6. Remove existing driveway approach and construct a new street intersection in accordance with applicable City of Palm Springs Standard Drawings. The centerline of the new street shall be aligned with the existing centerline of Whitewater Club Drive.
- ENG 7. Construct a 5 feet wide sidewalk behind the curb along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 210.
- ENG 8. Construct a Type C curb ramps meeting current California State Accessibility standards on each corner of the intersection in accordance with City of Palm Springs Standard Drawing No. 214.
- ENG 9. Construct pavement with a minimum pavement section of 3 inches asphalt concrete pavement over 6 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to clean sawcut edge of pavement along the entire Verona Road frontage in accordance with City of Palm Springs Standard Drawing No. 110.

FRANCIS DRIVE

- ENG 10. At the east end of Francis Drive, construct a 24 feet wide driveway approach in accordance with City of Palm Springs Standard Drawing No. 201 or extend street improvements to transition to a 24 feet wide minimum emergency access lane, as approved by the City Engineer. To accommodate the emergency access, the access gate and knox box shall be located entirely outside of the City's right of way. Accommodations for flow and/or acceptance of water shall be designed and shown on improvement plans.

GOLDEN SANDS DRIVE (PUBLIC)

- ENG 11. Acquire or otherwise facilitate dedication of public right-of-way on Golden Sands Drive from Sunrise Way to the intersection of Streets "L" and "O", as required by the City Engineer.
- ENG 12. All broken or off grade street improvements along that portion of Golden Sands Drive to be transferred to the City for public maintenance, shall be repaired or replaced.

COUNTRY CLUB DRIVE (PRIVATE)

- ENG 13. Construct a 6 wedge curb and gutter, 18 feet along both sides of the centerline (to match existing improvements), from the easterly terminus of Lot "AA" of TM 30054 MB 348 page 99-102, to the existing entrance of the Golden Sands Mobile Home Park.
- ENG 14. Construct pavement with a minimum pavement section of 2 ½ inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, from edge of proposed gutter to edge of proposed gutter along the entire frontage in accordance with City of Palm Springs Standard Drawing No. 110. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

WHITEWATER CLUB DRIVE (WEST) (PRIVATE)

- ENG 15. Construct two 24 feet wide driveway approaches in accordance with City of Palm Springs Standard Drawing No. 201 to accommodate the emergency access gates and knox boxes as shown on improvement plans.

ON-SITE PRIVATE STREETS

- ENG 16. Dedicate an easement for public utility purposes, including sewers, with the right of ingress and egress for service and emergency vehicles and personnel over the proposed private streets.
- ENG 17. All centerline radii shall be a minimum of 100 feet.
- ENG 18. All on-site cul-de-sacs shall be constructed in accordance with City of Palm Springs Standard Drawing No. 101, curb portion only. Construct all cul-de-sacs with a minimum curb radius of 43 feet throughout the cul-de-sac bulb.
- ENG 19. Construct all street "knuckles" in accordance with City of Palm Springs Standard Drawing No. 104.
- ENG 20. The minimum pavement section for all on-site pavement drive aisles, parking spaces shall be 2-1/2 inches asphalt concrete pavement over 4 inches crushed miscellaneous base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

ENG 21. All on-site private streets (or drive aisles) shall be two-way with a minimum 36 feet wide travelway (as measured from face of curb) where on-street parking is proposed on both sides of the street.

ENG 22. All on-site private streets shall be constructed with standard 6 inch curb and gutter, a wedge curb, or other approved curbs, and cross-gutters, as necessary to accept and convey street surface drainage of the on-site streets to the on-site drainage system.

SANITARY SEWER

ENG 23. All sanitary facilities shall be connected to the public sewer system. New laterals shall not be connected at manholes.

ENG 24. Submit sewer improvement plans prepared by a California registered civil engineer to the Engineering Division. The plan(s) shall be approved by the City Engineer prior to issuance of any building permits.

ENG 25. Construct 8 inch V.C.P. sewer main across all private streets from centerline or as required by the City Engineer. Removal and reconstruction of existing public sewers in Whitewater Club Drive requires Developer to maintain existing sewer service until relocated service is established. All sewer mains constructed by the developer and to become part of the City sewer system shall be digitally video recorded (Developer shall contact City treatment plant facility for acceptable digital video format) and submitted to the City for review prior to acceptance of the sewer system for maintenance by the City. Any defects of the sewer main shall be removed, replaced, or repaired to the satisfaction of the City Engineer prior to acceptance.

ENG 26. Upon completion of the construction of public sewer lines, an as-built drawing in digital format shall be provided to the City as required by the City Engineer, if the sewer was not constructed in accordance with the original approved sewer plans.

GRADING

ENG 27. Submit a Precise Grading Plan prepared by a California registered Civil engineer to the Engineering Division for review and approval. The Precise Grading Plan shall be approved by the City Engineer prior to issuance of grading permit.

- a. Fugitive Dust Control Plan shall be prepared by the applicant and/or its grading contractor and submitted to the Engineering Division for review and approval. The applicant and/or its grading contractor shall be required to comply with Chapter 8.50 of the City of Palm Springs Municipal Code, and shall be required to utilize one or more "Coachella Valley Best Available

Control Measures" as identified in the Coachella Valley Fugitive Dust Control Handbook for each fugitive dust source such that the applicable performance standards are met. The applicant's or its contractor's Fugitive Dust Control Plan shall be prepared by staff that has completed the South Coast Air Quality Management District (AQMD) Coachella Valley Fugitive Dust Control Class. The applicant and/or its grading contractor shall provide the Engineering Division with current and valid Certificate(s) of Completion from AQMD for staff that has completed the required training. For information on attending a Fugitive Dust Control Class and information on the Coachella Valley Fugitive Dust Control Handbook and related "PM10" Dust Control issues, please contact AQMD at (909) 396-3752, or at <http://www.AQMD.gov>. A Fugitive Dust Control Plan, in conformance with the Coachella Valley Fugitive Dust Control Handbook, shall be submitted to and approved by the Engineering Division prior to approval of the Grading plan.

- b. The first submittal of the Grading Plan shall include the following information: a copy of final approved conformed copy of Conditions of Approval; a copy of a final approved conformed copy of the Site Plan; a copy of current Title Report; a copy of Soils Report; a copy of the associated Hydrology Study/Report and a copy of the project-specific Final Water Quality Management Plan.

ENG 28. Prior to approval of a Grading Plan (or issuance of a Grading Permit), the applicant shall obtain written approval to proceed with construction from the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. The applicant shall contact the Tribal Historic Preservation Officer or the Tribal Archaeologist at ACBCI-THPO@aguacaliente.net to determine their requirements, if any, associated with grading or other construction. The applicant is advised to contact the Tribal Historic Preservation Officer or Tribal Archaeologist as early as possible. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during grading or other construction, and to arrange payment of any required fees associated with Tribal monitoring.

ENG 29. In accordance with an approved PM-10 Dust Control Plan, temporary dust control perimeter fencing shall be installed at the limits of grading and/or disturbed areas. Fencing shall have screening that is tan in color; green screening will not be allowed. Temporary dust control perimeter fencing shall be installed after issuance of Grading Permit, and immediately prior to commencement of grading operations.

ENG 30. Temporary dust control perimeter fence screening shall be appropriately maintained, as required by the City Engineer. Cuts (vents) made into the perimeter fence screening shall not be allowed. Perimeter fencing shall be adequately anchored into the ground to resist wind loading.

- ENG 31. Within 10 days of ceasing all construction activity and when construction activities are not scheduled to occur for at least 30 days, the disturbed areas on-site shall be permanently stabilized, in accordance with Palm Springs Municipal Code Section 8.50.022. Following stabilization of all disturbed areas, perimeter fencing shall be removed, as required by the City Engineer.
- ENG 32. The applicant shall obtain approvals to perform grading within the Riverside County Flood Control and Water Conservation District (RCFC&WCD) easement for the Whitewater levee located along the northerly property line. An Encroachment Permit shall be issued from RCFC&WCD, and a copy provided to the City Engineer, prior to approval of a grading plan. For RCFC&WCD requirements, contact the RCFC&WCD Encroachment Permit Section at (951) 955-1266.
- ENG 33. A Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required for the proposed development via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to issuance of a grading or building permit.
- ENG 34. This project requires preparation and implementation of a stormwater pollution prevention plan (SWPPP). As of September 4, 2012, all SWPPPs shall include a post-construction management plan (including Best Management Practices) in accordance with the current Construction General Permit. Where applicable, the approved final project-specific Water Quality Management Plan shall be incorporated by reference or attached to the SWPPP as the Post-Construction Management Plan. A copy of the up-to-date SWPPP shall be kept at the project site and be available for review upon request.
- ENG 35. In accordance with City of Palm Springs Municipal Code, Section 8.50.022 (h), the applicant shall post with the City a cash bond of two thousand dollars (\$2,000) per disturbed acre (if there is disturbance of 5,000 square feet or more) at the time of issuance of grading permit for mitigation measures for erosion/blowsand relating to this property and development.
- ENG 36. A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of a grading plan.
- ENG 37. The applicant shall provide pad elevation certifications for all building pads in conformance with the approved grading plan (if required), to the Engineering Division prior to construction of any building foundation.

ENG 38. In cooperation with the Riverside County Agricultural Commissioner and the California Department of Food and Agriculture Red Imported Fire Ant Project, applicants for grading permits involving a grading plan and involving the export of soil will be required to present a clearance document from a Department of Food and Agriculture representative in the form of an approved "Notification of Intent To Move Soil From or Within Quarantined Areas of Orange, Riverside, and Los Angeles Counties" (RIFA Form CA-1) prior to approval of the Grading Plan (if required). The California Department of Food and Agriculture office is located at 73-710 Fred Waring Drive, Palm Desert (Phone: 760-776-8208).

WATER QUALITY MANAGEMENT PLAN

ENG 39. This project shall be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated stormwater and non-stormwater runoff, shall be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated stormwater and non-stormwater runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development (if any).

ENG 40. A Final Project-Specific Water Quality Management Plan (WQMP) shall be submitted to and approved by the City Engineer prior to issuance of a grading or building permit. The WQMP shall address the implementation of operational Best Management Practices (BMP's) necessary to accommodate nuisance water and storm water runoff from the site. Direct release of nuisance water to the adjacent property (or public streets) is prohibited. Construction of operational BMP's shall be incorporated into the Precise Grading and Paving Plan.

ENG 41. Prior to issuance of any grading or building permits, the property owner shall record a "Covenant and Agreement" with the County-Clerk Recorder or other instrument on a standardized form to inform future property owners of the requirement to implement the approved Final Project-Specific Water Quality Management Plan (WQMP). Other alternative instruments for requiring implementation of the approved Final Project-Specific WQMP include: requiring the implementation of the Final Project-Specific WQMP in Home

Owners Association or Property Owner Association Covenants, Conditions, and Restrictions (CC&Rs); formation of Landscape, Lighting and Maintenance Districts, Assessment Districts or Community Service Areas responsible for implementing the Final Project-Specific WQMP; or equivalent. Alternative instruments must be approved by the City Engineer prior to issuance of any grading or building permits.

- ENG 42. Prior to issuance of certificate of occupancy or final City approvals, the applicant shall: (a) demonstrate that all structural BMP's have been constructed and installed in conformance with approved plans and specifications; (b) demonstrate that applicant is prepared to implement all non-structural BMP's included in the approved Final Project-Specific WQMP, conditions of approval, or grading/building permit conditions; and (c) demonstrate that an adequate number of copies of the approved Final Project-Specific WQMP are available for the future owners.

DRAINAGE

- ENG 43. Dedicate a storm drain easement 36 feet wide (min.) extending across the project as necessary to facilitate the future construction, operation and maintenance of the Master Planned Storm Drain Line #3 as required by the City Engineer.
- ENG 44. All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all storm water runoff falling on the site, on-site retention or other facilities approved by the City Engineer shall be required to contain the increased storm water runoff generated by the development of the property.
- ENG 45. Construct storm drain improvements, including but not limited to catch basins, and storm drain lines, for drainage of on-site streets into the on-site retention system, as described in the Preliminary Hydrology Report for property located East of Sunrise Way, North of Joyce Drive & East of Farrell Drive and North of Verona Road, at the Palm Springs Country Club, Tentative Tract Map No. 36691, prepared by MSA Consulting, Inc, dated January 20, 2013. The preliminary hydrology study for Tentative Tract Map 36691 that includes catch basin sizing, storm drain pipe sizing, and retention system sizing calculations and other specifications for construction of required on-site storm drainage improvements. Final retention basin sizing and other storm water runoff mitigation measures shall be determined upon review and approval of the final hydrology study by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study.
- ENG 46. All on-site storm drain systems shall be privately maintained by a Homeowners Association (HOA). Provisions for maintenance of the on-site storm drain

systems acceptable to the City Engineer shall be included in Covenants, Conditions and Restrictions (CC&R's) required for this project.

- ENG 47. Submit storm drain improvement plans for all on-site storm drainage system facilities for review and approval by the City Engineer.
- ENG 48. This project shall be required to install measures in accordance with applicable National Pollution Discharge Elimination System (NPDES) Best Management Practices (BMP's) included as part of the NPDES Permit issued for the Whitewater River Region from the Colorado River Basin Regional Water Quality Control Board (RWQCB). The applicant is advised that installation of BMP's, including mechanical or other means for pre-treating contaminated storm water and non-storm water runoff, shall be required by regulations imposed by the RWQCB. It shall be the applicant's responsibility to design and install appropriate BMP's, in accordance with the NPDES Permit, that effectively intercept and pre-treat contaminated storm water and non-storm water runoff from the project site, prior to release to the City's municipal separate storm sewer system ("MS4"), to the satisfaction of the City Engineer and the RWQCB. Such measures shall be designed and installed on-site; and provisions for perpetual maintenance of the measures shall be provided to the satisfaction of the City Engineer, including provisions in Covenants, Conditions, and Restrictions (CC&R's) required for the development.
- ENG 49. The project is subject to flood control and drainage implementation fees. The acreage drainage fee at the present time is \$6,511 per acre in accordance with Resolution No. 15189. Fees shall be paid prior to issuance of a building permit.

GENERAL

- ENG 50. Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Palm Springs Standard Drawing No. 115. The developer shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including additional pavement repairs to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Desert Water Agency, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, Mission Springs Water District, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than existed prior to construction of the proposed development.

- ENG 51. On phases or elements of construction following initial site grading (e.g., sewer, storm drain, or other utility work requiring trenching) associated with this project, the applicant shall be responsible for coordinating the scheduled construction with the Agua Caliente Band of Cahuilla Indians, Tribal Historic Preservation Officer or Tribal Archaeologist. Unless the project site has previously been waived from any requirements for Tribal monitoring, it is the applicant's responsibility to notify the Tribal Historic Preservation Officer or the Tribal Archaeologist at (760) 699-6800, for any subsequent phases or elements of construction that might require Tribal monitoring. If required, it is the responsibility of the applicant to coordinate scheduling of Tribal monitors during construction, and to arrange payment of any required fees associated with Tribal monitoring. Tribal monitoring requirements may extend to off-site construction performed by utility companies on behalf of the applicant (e.g. utility line extensions in off-site streets), which shall be the responsibility of the applicant to coordinate and arrange payment of any required fees for the utility companies.
- ENG 52. All proposed utility lines shall be installed underground.
- ENG 53. In accordance with Chapter 8.04.401 of the City of Palm Springs Municipal Code, all existing and proposed electrical lines of thirty-five thousand volts or less and overhead service drop conductors, and all gas, telephone, television cable service, and similar service wires or lines, which are on-site, abutting, and/or transecting, shall be installed underground unless specific restrictions are shown in General Orders 95 and 128 of the California Public Utilities Commission, and service requirements published by the utilities. The existing overhead utilities along the northerly tract boundary of Desert Park Estates No. 11 & No. 12, and easterly tract boundary of Desert Park Estates No. 10 and No. 12, and any other existing overhead lines, meet the requirement to be installed underground. Utility undergrounding shall extend to the nearest off-site power pole; no new power poles shall be installed unless otherwise approved by the City Engineer. A letter from the owners of the affected utilities shall be submitted to the Engineering Division prior to approval of a grading plan, informing the City that they have been notified of the City's utility undergrounding requirement and their intent to commence design of utility undergrounding plans. When available, the utility undergrounding plan shall be submitted to the Engineering Division identifying all above ground facilities in the area of the project to be undergrounded. Undergrounding of existing overhead utility lines shall be completed prior to issuance of a certificate of occupancy.
- ENG 54. All existing utilities shall be shown on the improvement plans if required for the project. The existing and proposed service laterals shall be shown from the main line to the property line.

- ENG 55. Upon approval of any improvement plan (if required) by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD 2004 drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval by the City Engineer.
- ENG 56. The original improvement plans prepared for the proposed development and approved by the City Engineer (if required) shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a final certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.
- ENG 57. Nothing shall be constructed or planted in the corner cut-off area of any intersection or driveway which does or will exceed the height required to maintain an appropriate sight distance per City of Palm Springs Zoning Code Section 93.02.00, D.
- ENG 58. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed in accordance with City of Palm Springs Standard Drawing No. 904.
- ENG 59. This property is subject to the Coachella Valley Multiple Species Habitat Conservation Plan Local Development Mitigation Fee (CVMSHCP-LDMF). The LDMF shall be paid prior to issuance of Building Permit.

MAP

- ENG 60. The developer shall apply for an annexation to the City of Palm Springs Community Facilities District (CFD 2005-1) established for public safety services and submit required applications, waivers, and consent forms to the annexation prior to approval of a Final Map. Payment of an annexation fee (\$7,500) and shall be made at the time of the application. The applicant is advised that the annexation process takes an average of 6 months which includes, a minimum of two City Council sessions, a 30 day public comment period, and requires approved ballots to be mailed to the City Clerk. The Final Map will not be approved until the CFD process is completed.
- ENG 61. A Final Map shall be prepared by a California registered Land Surveyor or qualified Civil Engineer and submitted to the Engineering Division for review and approval. A Title Report prepared for subdivision guarantee for the subject property, the traverse closures for the existing parcel and all lots created therefrom, and copies of record documents shall be submitted with the Final Map to the Engineering Division as part of the review of the Map.

The Final Map shall be approved by the City Council prior to issuance of building permits.

ENG 62. A copy of draft Covenants, Conditions and Restrictions (CC&R's) shall be submitted to the City Attorney for review and approval for any restrictions related to the Engineering Division's recommendations. The CC&R's shall be approved by the City Attorney prior to approval of the Final Map by the City Council, or in the absence of a Final Map, shall be submitted and approved by the City Attorney prior to issuance of Certificate of Occupancy.

ENG 63. Upon approval of a Final Map, the Final Map shall be provided to the City in G.I.S. digital format, consistent with the "Guidelines for G.I.S. Digital Submission" from the Riverside County Transportation and Land Management Agency." G.I.S. digital information shall consist of the following data: California Coordinate System, CCS83 Zone 6 (in U.S. feet); monuments (ASCII drawing exchange file); lot lines, rights-of-way, and centerlines shown as continuous lines; full map annotation consistent with annotation shown on the map; map number; and map file name. G.I.S. data format shall be provided on a CDROM/DVD containing the following: ArcGIS Geodatabase, ArcView Shapefile, ArcInfo Coverage or Exchange file, DWG (AutoCAD 2004 drawing file), DGN (Microstation drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat 6.0 or greater) formats. Variations of the type and format of G.I.S. digital data to be submitted to the City may be authorized, upon prior approval of the City Engineer.

ENG 64. In accordance with Section 66434 (g) of the Government Code, the portion of the existing public sewer and public utility easement (or right-of-way) over Whitewater Club Drive may be abandoned upon the filing of a Final Map identifying the abandonment of the easements (or right-of-way) granted to the City of Palm Springs. Prior to approval of a Final Map, the developer shall coordinate with each public utility company and determine specific requirements as to the abandonment and/or relocation of existing underground utilities that may exist within the public easements (or right-of-way) to be abandoned. Prior to approval of a Final Map, the developer shall provide to the City Engineer a letter of approval regarding the proposed abandonment of easements (or rights-of-way) over Whitewater Club Drive from each public utility agency. The developer is advised that the City has received notice from the Southern California Gas Company of the existence of an existing gas line within Whitewater Club Drive that will require removal and relocation to facilitate this development.

TRAFFIC

ENG 65. As determined by the traffic study submitted by Endo Engineering, the following mitigation measure(s) will be required:

- a. Reconstruct Whitewater Club Drive @ Northerly Terminus and access to Palm Springs Country Club and Alexander Estates.
 - b. Re-Construct Whitewater Club Drive east of Sunrise Way @ access road to Golden Sands.
 - c. Provide emergency access from Farrell Drive opposite Francis Drive.
- ENG 66. A minimum of 48 inches of clearance for accessibility shall be provided on public sidewalks or pedestrian paths of travel within the development. Minimum clearance on public sidewalks or pedestrian paths of travel shall be provided by (either an additional dedication of a sidewalk easement (if necessary) and widening of the sidewalk, or by the relocation of any obstructions.
- ENG 67. All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and street lights, associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.
- ENG 68. Submit traffic striping (and signage) plans prepared by a California registered civil engineer, for review and approval by the City Engineer. All required traffic striping and signage improvements shall be completed in conjunction with required street improvements, to the satisfaction of the City Engineer, and prior to issuance of a certificate of occupancy.
- ENG 69. Install all way stop, including signage, stop bar, and "STOP" legend for traffic exiting/entering the development at the intersection of Verona Road and Whitewater Club Drive in accordance with applicable City of Palm Springs Standard Drawings and the California Manual on Uniform Traffic Control Devices for Streets and Highways, dated November 7, 2014, or subsequent editions in force at the time of construction, as required by the City Engineer.
- ENG 70. Construction signing, lighting and barricading shall be provided during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (CAMUTCD), dated November 7, 2014, or subsequent editions in force at the time of construction.
- ENG 71. This property is subject to the Transportation Uniform Mitigation Fee which shall be paid prior to issuance of building permit.

FIRE DEPARTMENT CONDITIONS

These Fire Department conditions may not provide all requirements. Owner/developer is responsible for all applicable state and locally adopted fire codes. Detailed plans are

still required for review.

FID 1. These conditions are subject to final plan check and review. Initial fire department conditions have been determined on the revised site plans received and stamped October 1, 2015. Additional requirements may be required based on revisions to site plans.

FID 2. Fire Department Conditions were based on the 2013 California Fire Code as adopted by City of Palm Springs, Palm Springs Municipal Code and latest adopted NFPA Standards. Four (4) complete sets of plans for private fire service mains, fire alarm, or fire sprinkler systems must be submitted at time of the building plan submittal.

FID 3. **PLANS AND PERMITS**

Complete plans for private fire service mains or fire sprinkler systems should be submitted for approval well in advance of installation. Plan reviews can take up to 20 working days. Submit a minimum of four (4) sets of drawings for review. Upon approval, the Fire Prevention Bureau will retain one set.

Plans shall be submitted to:

City of Palm Springs
Building and Safety Department
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Counter Hours: 8:00 AM – 6:00 PM, Monday – Thursday

A deposit for Plan Check and Inspection Fees is required at the time of Plan Submittal. Inspection fees are charged at the fully burdened hourly rate of the fire inspector. These fees are established by Resolution of the Palm Springs City Council.

Complete listings and manufacturer's technical data sheets for all system materials shall be included with plan submittals. All system materials shall be UL listed or FM approved for fire protection service and approved by the Fire Prevention Bureau prior to installation.

Plans shall indicate all necessary engineering features, including all hydraulic reference nodes, pipe lengths and pipe diameters as required by the appropriate codes and standards. Plans and supportive data (calculations and manufacturer's technical data sheets) shall be submitted with each plan submittal. Complete and accurate legends for all symbols and abbreviations shall be provided on the plans.

FID 4. Fire Apparatus Access Roads (CFC 503.1.1): Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

- **Fire Apparatus Access Road (CFC 202 Definitions)** – A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane and access roadway.
- **Dimensions (CFC 503.2.1):** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 13 feet 6 inches.

FID 5. Fire Lanes (CFC 202 Definitions): A road or other passageway developed to allow the passage of fire apparatus.

- **Designation of Fire Lanes (CVC 22500.1):** Only the fire department with jurisdiction over the area in which the place is located can designate a fire lane.
- **Designated Fire Lanes** in private developments shall be not less than 24 feet wide (curb face to curb face) with no parking on either side. Wedge, or rolled curbing contained within a 24 foot fire lane shall be capable of supporting 73,000 pound GVW fire apparatus.
- **Fire Lane Marking (CFC 503.3):** Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

Project Notes: 37 foot wide streets – parking allowable on one side only. Opposite side shall be identified as “fire lane”

Project Notes: Site Plan Sheet 1 of 2 – SW traffic circle; non-compliant road widths between medians

Project Notes: Site Plan Sheet 2 of 2 – SE traffic circle; non-compliant road widths

between medians

- FID 6. **Dead Ends (503.2.5 CFC):** Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus. The City of Palm Springs has two approved turn around provisions. One is a cul-de-sac with an outside turning radius of 43 feet from centerline. The other is a hammerhead turnaround meeting the Palm Springs Public Works and Engineering Department standard dated 9/4/2002.
- FID 7. **Surface (CFC 503.2.3):** Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (73,000 lbs. GVW) and shall be surfaced so as to provide all-weather driving capabilities.
- FID 8. **Traffic Calming Devices (CFC 503.4.1):** Traffic calming devices shall be prohibited unless approved by the fire code official.
- FID 9. **Security Gates (CFC 503.6):** The installation of security gates across a fire apparatus access road shall be approved by the fire chief. Where security gates are installed, they shall have an approved means of emergency operation. Secured automated vehicle gates or entries shall utilize a combination of a Tomar Strobeswitch™, or approved equal, and an approved Knox key electric switch. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200 and an approved Knox key electric switch. Secured non-automated vehicle gates or entries shall utilize an approved padlock or chain (maximum link or lock shackle size of ¼ inch). Approved security gates shall be a minimum of 14 feet in unobstructed drive width on each side with gate in open position.

In the event of a power failure, the gates shall be defaulted or automatically transferred to a fail safe mode allowing the gate to be pushed open without the use of special knowledge or any equipment. If a two-gate system is used, the override switch must open both gates.

If there is no sensing device that will automatically open the gates for exiting, a fire department approved Knox electrical override switch shall be placed on each side of the gate in an approved location.

A final field inspection by the fire code official or an authorized representative is required before electronically controlled gates may become operative. Prior to final inspection, electronic gates shall remain in a locked-open position.

- FID 10. **Fire Hydrant Flow and Number of Fire Hydrants (CFC 508.5):** Fire hydrants shall be provided in accordance with CFC Appendix B, Fire Flow Requirements for Buildings, for the protection of buildings, or portions of buildings, hereafter constructed. One available fire hydrant must be within 250 feet from any point on lot street frontages. (CFC Appendix C)
- FID 11. **Operational Fire Hydrant(s) (CFC 508.1, 508.5.1 & 1412.1):** Operational fire hydrant(s) shall be installed within 250 feet of all combustible construction. They shall be installed and made serviceable prior to and during construction. No landscape planting, walls, or fencing is permitted within 3 feet of fire hydrants, except ground cover plantings
- FID 12. **NFPA 13D Fire Sprinklers Required:** An automatic fire sprinkler system is required. Only a C-16 licensed fire sprinkler contractor shall perform system design and installation. System to be designed and installed in accordance with NFPA standard 13D, 2013 Edition, as modified by local ordinance.
- FID 13. **Residential Smoke and Carbon Monoxide Alarms Installation with Fire Sprinklers - R-3 & Household Fire Alarm System (CFC 907.2.11.2, CRC R314 & R315 and California Health & Safety Code 17926):** Provide and Install Residential Smoke and Carbon Monoxide Alarms. Alarms shall receive their primary power from the building wiring, and shall be equipped with a battery backup. In new construction, alterations, repairs and additions, smoke and carbon monoxide alarms shall be interconnected. The operation of any smoke alarm or the fire sprinkler flow switch will cause all smoke alarms within the dwelling to sound and activate the exterior horn/strobe. The operation of any carbon monoxide alarm will cause all carbon monoxide alarms within the dwelling to sound.
- FID 14. **Audible Residential Water Flow Alarms - NFPA 13D Fire Sprinklers & Household Fire Alarm System (CFC 903.4.2):** An approved audible sprinkler flow alarm (Wheelock horn/strobe with WBB back box or equal) shall be provided on the exterior of the building in an approved location. It shall be powered by the household fire alarm system. The horn/strobe shall be outdoor rated.

END OF CONDITIONS

ORDINANCE NO. 1898

AN ORDINANCE OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING PLANNED DEVELOPMENT DISTRICT (PD-366) IN LIEU OF A CHANGE OF ZONE FOR A ROUGHLY 126-ACRE SITE FORMERLY KNOWN AS THE PALM SPRINGS COUNTRY CLUB GOLF COURSE GENERALLY LOCATED NORTH OF VERONA ROAD, EAST OF SUNRISE WAY AND SOUTHWEST OF THE WHITEWATER RIVER WASH.

City Attorney's Summary

This Ordinance approves a planned development district in lieu of a zone change to accommodate the development of 386 residential units, private streets and open space on a site of 126+/- acres of land generally located north of Verona Road, East of Sunrise Way and southwest the Whitewater River watercourse channel.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS FINDS AND DETERMINES AS FOLLOWS:

A. Palm Springs Country Club, LLC. ("Applicant") filed an application pursuant to Palm Springs Zoning Code Section 94.07.00 (*Zone Map Change / Change of Zone*) and Section 94.03.00 (*Planned Development District*) seeking approval of a Planned Development District in lieu of a Change of Zone (Case 5.1327 PD-366) to construct 386 residential dwellings, private streets and open space, including a public park, on 126-acres of previously disturbed land (defunct golf course) generally located north of Verona Road, east of Sunrise Way, and southwest of the Whitewater River channel (APN 501-190-002, 501-190-011, 669-480-027) ("Project").

B. The Applicant submitted related Project applications, including a General Plan Amendment (Case 5.1327 PD-366/GPA) to change the land use designation from Open Space – Parks/Recreation to Very Low Density Residential; a Tentative Tract Map application (Case TTM 36691) to subdivide the subject property into 386 residential lots and common area parcels for public and private streets and open space pursuant to Title 9 of the Palm Springs Municipal Code; a Major Architectural application to review proposed architecture pursuant to Section 94.04.00 of the Zoning Code; and a Development Agreement (Case 5.1327 DA) to establish conditions, terms and obligations for the development of the Project.

C. A notice of a public hearing of the Planning Commission of the City of Palm Springs, California to consider the above-mentioned applications was given in accordance with applicable law, and on April 13, 2016, the Planning Commission carefully reviewed and considered all of the evidence presented in connection with the hearing on the Project, including but not limited to the staff report, and all written and oral testimony presented and voted 5-1 to recommend approval to the City Council of the Project.

D. A notice of public hearing of the City Council of the City of Palm Springs, California to consider the above-mentioned applications was given in accordance with applicable law and on September 7, 2016, the City Council held a public hearing in accordance with applicable law.

E. A Planned Development District in lieu of a Change of Zone is required to be adopted by ordinance as provided in the City's Municipal Code.

F. The City Council has carefully reviewed and considered all of the evidence presented in connection with the meetings on the Project, including but not limited to the staff report, the Environmental Impact Report (Draft and Final versions), and all written and oral testimony presented and finds that the Project complies with the requirements of Section 94.07.00 of the City's Zoning Code. The City Council makes the following specific findings based on specific evidence as described after each finding:

1. The proposed change of zone is in conformity with the general plan map and report. Any amendment of the general plan necessitated by the proposed change of zone should be made according to the procedure set forth in the State Planning Law either prior to the zone change, or notice may be given and hearings held on such general plan amendment concurrently with notice and hearings on the proposed change of zone.

The Project includes a request to change the land use designation from Open Space – Parks/Recreation to Very Low Density Residential. This request will be heard concurrently with the proposed change of zone.

In addition to Land Use Element of the 2007 General Plan, the Project was reviewed for conformity with General Plan Policies as follows:

- *Policy CD.22.1; Require new and infill development to be of compatible scale, materials, and massing as existing development. Also ensure that the design character of the new development is appropriate to the area.*

The proposed development is of a similar scale to the surrounding development, and would create additional density compatible with its surrounding patterns of development. The proposed residences will be limited to one story in height, which is similar to the scale and massing of other single-family residential development in the area. The design character and materials proposed for the residences are similar to those found in adjacent neighborhoods, so that the proposed residences will be consistent with their immediate context.

- *Policy CD.22.7 Ensure that residential communities are well connected with each other and with nearby commercial uses through the inclusion of pedestrian and bicycle friendly design feature such as trails, paths, and pedestrian oriented streets in the neighborhood's design.*

The proposed development will use existing street connections for primary access points to the site. New pedestrian paths will be created in open landscape areas between dwellings and separated from vehicular streets. The project will potentially include an access way through the site for the Coachella Valley Link ("CV Link"). These will enhance connectivity internally and through the site.

2. The subject property is suitable for the uses permitted in the proposed zone, in terms of access, size of parcel, relationship to similar or related uses, and other considerations deemed relevant by the commission and council.

The applicant proposes 386 attached and detached single family residential dwellings. The residences will be constructed on lots that are at least 5,000 or 8,000 square feet in size, and the density of the project (at 3.1 dwelling units per acre) is slightly less than the single-family neighborhoods in the surrounding area. The applicant is seeking specific development standards for the proposed homes which are similar to other developments in the surrounding areas, including similar height limits and general setback requirements. Street access is provided to all homes and all streets will be wide enough to accommodate emergency access vehicles. The project is surrounded by a variety of related residential uses, including multi-family condominiums and single family homes. Therefore, the subject property is suitable for the uses permitted and proposed in PD-366.

3. The proposed change of zone is necessary and proper at this time, and is not likely to be detrimental to the adjacent property or residents.

The Project will enhance the current derelict open space condition. The requested PD in lieu of a change of zone proposes uses and development standards that are consistent and complementary with some of the existing properties adjacent to the project site. The density of the project is similar to that of the adjacent single-family neighborhoods, but features a greater amount of common open space as a means to provide additional buffers between the project and existing neighborhoods. Homes will be separated by open space with landscape paths. A park will be developed as a part of the Project that will be beneficial to adjacent properties and residents. Therefore, the proposal is not likely to be detrimental to the adjacent properties and residents.

THE CITY COUNCIL OF THE CITY OF PALM SPRINGS ORDAINS:

SECTION 1. CEQA.

The Project is considered a "project" pursuant to the California Environmental Quality Act (CEQA). An EIR has been prepared for the Project that evaluates the potential environmental impacts of the Project. The City Council has reviewed and considered the information in the final EIR and has, by separate resolution, certified the final EIR in accordance with CEQA.

SECTION 2. Preliminary PD in lieu of a Zone Change.

The City Council approves PD 366 in lieu of a Change of Zone as conditioned by City Council Resolution Nos. 24085 and 24086 for Case Nos. 5.1327 PD-366 ZC/DA/MAJ/TTM 36691.

SECTION 3. Zoning Map change.

The City Council approves the zone map change from "O" and "O-5" to PD 366 for a roughly 126-acre site generally located north of Verona Road, East of Sunrise Way and southwest of the Whitewater River watercourse channel, in conjunction with Case Nos. 5.1327 PD-366 ZC/DA/MAJ/TTM 36691.

SECTION 4. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after passage.

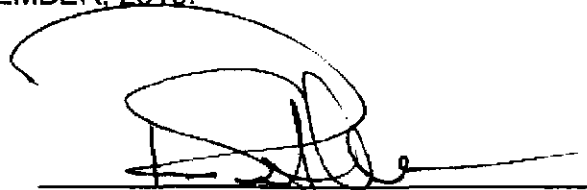
SECTION 5. Expiration.

If the entitlement granted under City Council Resolution Nos. 24084, 24085 or 24086 expire, this Ordinance shall automatically expire without notice, and the site shall revert to its previous zoning designations of "O" and "O-5".

SECTION 6. Publication.

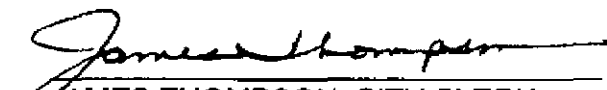
The City Clerk is hereby ordered to and directed to certify to the passage of this Ordinance, and to cause the same or summary thereof or a display advertisement, duly prepared according to law, to be published in accordance with law.

ADOPTED THIS 21ST DAY OF SEPTEMBER, 2016.



ROBERT MOON, MAYOR

ATTEST:



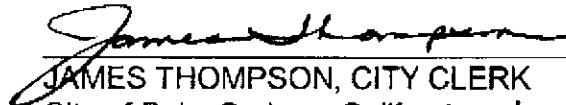
JAMES THOMPSON, CITY CLERK

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, California, do hereby certify that Ordinance No. 1898 is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Springs City Council on September 7, 2016, and adopted at a regular meeting of the City Council held on September 21, 2016, by the following vote:

AYES: Councilmember Foat, Councilmember Kors, Councilmember Roberts,
Mayor Pro Tem Mills, and Mayor Moon.
NOES: None.
ABSENT: None.
ABSTAIN: None.



JAMES THOMPSON, CITY CLERK
City of Palm Springs, California 11/06/2016

ATTACHMENT 2



Planning Commission Staff Report

DATE:

April 27, 2016
~~April 13, 2016~~

SUBJECT: SERENA PARK – PALM SPRINGS COUNTRY CLUB LLC, FOR A DEVELOPMENT AGREEMENT RELATED TO THE REDEVELOPMENT OF APPROXIMATELY 125-ACRE OF PREVIOUSLY DISTURBED VACANT LAND FOR 137 ATTACHED RESIDENCES, 292 DETACHED RESIDENCES, STREETS, PRIVATE OPEN SPACE AND PUBLIC PARK LOCATED NORTH OF VERONA ROAD, EAST OF FARRELL DRIVE, NORTH OF JOYCE DRIVE, EAST OF SUNRISE WAY AND SOUTHWEST OF THE WHITEWATER RIVER WASH, SECTION 36 / TOWNSHIP 3 / RANGE 4, AND SECTION 1 / TOWNSHIP 4 / RANGE 4 (CASE NOS. 5.1327 DA).

FROM: Planning Services Department

SUMMARY

In association with the Serena Park development applications, the Planning Commission will review a development agreement to establish terms and obligations of the city and developer for carrying out the subject project, which requests General Plan Amendments, a Planned Development in lieu of Zone Change, Tentative Tract Map and Major Architectural Application.

RECOMMENDATION:

Open the public hearing, receive public testimony, and provide recommendation to the City Council.

ISSUES:

1. **Disagreement on Terms.** Staff and the applicant disagree on the development agreement terms, including the following:
 - o Length of term/life of the agreement
 - o Amount of contribution towards density transfer (per Density Transfer Agreement)
 - o Fees to be paid by developer (development permit fees) as well as time at which such fees must be paid
 - o Responsibility of perpetual maintenance and care of proposed public park.

BACKGROUND:

According to the Office of Planning and Research, a development agreement is a planning "tool for establishing a vested right to proceed with development in conformance with policies, rules and regulations in effect at the time of approval. Development agreements provide a developer with assurances for a specified length of time that his/her project may proceed as originally approved, and not be affected by future changes in land use regulations... In many cases and in exchange for this assurance, the landowner/developer may agree to a larger dedication of land or in-lieu fee for public use as a condition of the agreement." The state regulations on development agreements can be found in Government Code § 65864 through 65869.5.

The Palm Springs Zoning Code specifies a process for review and approval of development agreements. Section 94.08.00 requires the Planning Commission to hold a public hearing, prior to making a recommendation to the City Council. The Planning Commission may recommend approval of a development agreement as a method of implementing any discretionary approval, including:

- i. Rezoning;
- ii. Issuance of a conditional use permit;
- iii. Conditions imposed upon approval of a permit after discretionary review;
- iv. Conditions imposed in connection with the adoption of any specific plan;
- v. Conditions imposed in any planned development district; and/or
- vi. Site-specific conditions imposed in any other district; and/or
- vii. Mitigation measures imposed upon a project after approval of an environmental impact report in which such mitigation measures have been proposed as a mechanism for eliminating or reducing environmental impacts.

After the Planning Commission holds a public hearing, a recommendation is made to the City Council with a determination on whether or not the development agreement proposed:

- i. Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;
- ii. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
- iii. Is in conformity with public convenience, general welfare and good land use practice;
- iv. Will be detrimental to the health, safety and general welfare;
- v. Will adversely affect the orderly development of property or the preservation of property values.

ANALYSIS:

Staff and the applicant have worked to present a development agreement that each finds acceptable for the interests of the city and developer, respectively. The agreement is outlined with recitals and a list of agreements, which provide obligations of both the city and developer. Some of the highlights include:

1. Term of agreement proposed at 20 years (Sec. 3.02).
2. Developer to pay exactions per unit in an amount not to exceed \$13,620 at time of certificate of occupancy (Sec. 4.02).
3. Construction of a portion of an alternate for the CV Link Trail from Verona and Whitewater Club to Sunrise across development (Sec. 4.03.c).
4. Payment of a Fee over and above the fees referred to in Sec. 4.02, above, to be used by the City for acquisition of open space. At Developer's option, Developer will pay:
 - o A lump sum of \$2,500,000 to be paid through Statewide Community Infrastructure Program ("SCIP") funds issued prior to the recordation of a final map; or
 - o Payment of a development agreement fee of \$6,000 per new house payable prior to the issuance of building permits.(Sec. 4.03.e).
5. Conversion of a portion of Golden Sands Drive from a private to a public street to match the current and projected use patterns and more fairly apportion the burden of maintenance and liability from the Four Seasons HOA (Sec. 4.03.f)
6. Developer will build a park (Sec. 4.03.g).
7. Developer will provide 67 acres of open space within the development over and above City requirements and the Public Park (Sec. 4.03.f).
8. Fixed development standards and enforceable commitments to the adjacent HOA's:
 - o Max. building height 19 feet;
 - o Planting of landscape trees adjacent to existing homes shall be of species and spacing that minimize blocking of existing views;
 - o New walls adjacent to any phase of Whitewater Condominiums shall be built per the landscape exhibits in the PD, prior to commencement of grading on any area adjacent to that phase;
 - o Property lines adjacent to Phases 1, 2, 3 and 5 of Whitewater Condominiums shall be changed with lot line adjustments in accordance with Tentative Map exhibits or as requested by the HOA of the adjoining phase prior to recordation of any final map;
 - o The connection of Francis Drive to the Property shall be for emergency access, only;
 - o Four pedestrian gates shall be provided connecting the Whitewater Condominiums to the Property, one in Phase 1, one in Phase 3 and one on either side of Whitewater Club Drive near the entrance gates to the Whitewater Condominiums;

- A Knox-Box style gated entry for police and fire services shall be installed at the end of each of the cul-de-sacs adjacent to the entry road at Whitewater Club Drive;
- Landscaping and Irrigation incorporating existing mature trees shall be provided in an eight foot wide landscape area on both sides of Whitewater Club Drive within the Property;
- A six foot high slumpstone wall shall be built eight feet behind the existing paved road on both sides of Whitewater Club Drive, except where pedestrian and emergency access gates are provided.

(Sec. 4.03.i).

9. Annual review to occur at least every 12 months during the term of the agreement (Sec. 7.10).

While staff and the applicant have worked to agree on most terms, the following issues have not been resolved:

1. Length of Agreement (Sec. 3.02). Staff believes the term of 20-years is longer than necessary to address project buildout. The developer initially requested 25-years, and staff recommends 10-years.
2. Fees Paid by Developer:
 - a. Sec. 4.02: The cap on development permit fees is based on today's dollars. There are two concerns with this item:
 - i. The fee must be limited to only city fees.
 - ii. Fees charged by other agencies should not be included in this amount (e.g., TUMF). If the agreement is for ten years, perhaps the City could live with a fixed amount; however, anything longer should include periodic adjustments.
 - b. Sec. 4.03.e and Density Transfer Agreement: Staff notes the following concerns with the \$2.5-million lump sum or payment per new dwelling proposal:
 - i. With regard to density transfer, the amount was an estimate predicated on variable assumptions; it will likely be adjusted to achieve the desired result. The amount will be based on negotiations that relate to other properties that are not included in this development proposal.
 - ii. The submitted draft of the development agreement allows the developer to choose between a lump sum payment or a per unit paid at occupancy. This makes it challenging for the city when attempting to acquire open space for the density transfer, particularly if the developer chooses the fixed payment per new dwelling and funds are not available or adequate. In the event the amount is revised (as recommended above), this amount may be revised to reflect that amount since this provision is the method of funding that obligation.

3. Responsibility for Proposed Park (Sec. 4.03.g). Staff is recommending the public park be constructed and provided; however, this area should be maintained by the developer and/or HOA and should not be dedicated to or accepted by the City.

The development agreement will be reviewed by the Council. Staff seeks direction from the Planning Commission on these three items, should the development agreement be recommended for approval.

REQUIRED FINDINGS:

In accordance with Section 94.08.00 of the PSZC, the Planning Commission must make findings when recommend a development agreement to the City Council. Staff has provided these findings and an analysis of each below.

The Planning Commission shall determine whether or not the development agreement proposed:

- i. Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;*

Under the Administration Element of the General Plan, there is discussion on the use of development agreements. It notes that such agreements can be a useful means of meeting General Plan goals and policies, while removing some of the risks faced by developers. As proposed, the project will achieve the following general plan policies:

- The project will assist in obtaining and preserving open space elsewhere in the city with the payment of fees (Land Use Element, Policy LU 2.2).
- The project will build and locate a public park in a residential area that is underserved and further than 1-mile to other public parks (Recreation, Open Space and Conservation Element, Policy RC1.3).

Therefore, the proposed development agreement is consistent with the City of Palm Springs General Plan.

- ii. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;*

The development agreement will be one component of the Serena Park project, which includes amendments to the General Plan and approvals of a Planned Development District in lieu of a Zone Change (PD), Tentative Tract Map and Architectural Review application. The PD establishes the site plan and development standards; the TTM subdivides the project site in accordance with the PD; and the Architectural Review application provides conceptual architecture for the project. The development

agreement is compatible with these uses and regulations established by the PD for the Serena Park project.

iii. Is in conformity with public convenience, general welfare and good land use practice;

The development agreement is in conformance with established City goals, objectives, and regulations outlined in the City General Plan and the City Zoning Ordinance, which the outline the process for ensuring conformity with public convenience, general welfare and good land use practice.

iv. Will be detrimental to the health, safety and general welfare;

The development agreement is not detrimental to the health, safety, and welfare of the community in that all established development standards and mitigation measures will provide protections for such occurrence.

v. Will adversely affect the orderly development of property or the preservation of property values.

The development agreement provides a tool for establishing obligations of both the developer and the city. The proposed agreement will create orderly development within established terms. It will allow the development of a defunct golf course to a maintain housing development, which is expected to increase property values with the addition of invested infrastructure and residences. Therefore, the development agreement will not adversely affect the orderly development of property or the preservation of property values.

ENVIRONMENTAL DETERMINATION:

In accordance with the California Environmental Quality Act (CEQA) Guidelines, an Environmental Impact Report (EIR) was prepared for the Serena Park Project. The EIR evaluated impacts of the proposed project for the proposed applications, including the development agreement. As a part of its recommendation to certify the EIR, the Planning Commission would include the impacts related to approving the development agreement.

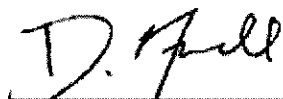
CONCLUSION:

The proposed development agreement has been reviewed by staff, and there are certain issues that require decision by Council. Staff seeks a recommendation from the Planning Commission to provide to Council on three issues:

- Length of term/life of the agreement

- Amount of contribution towards density transfer (per Density Transfer Agreement)
- Fees to be paid by developer (development permit fees) as well as time at which such fees must be paid
- Responsibility of perpetual maintenance and care of proposed public park.

Upon receiving recommendation, the development agreement will be forwarded to City Council for review and decision at a future public hearing.



David A. Newell
Associate Planner



for Flinn Fagg, AICP
Director of Planning Services

Attachments:

1. Development Agreement
2. Density Transfer Agreement
3. California Government Code § 65864 through 65869.5
4. General Plan Excerpt on Development Agreements

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

(Space Above This Line Reserved For Recorder's Use)

DRAFT

Document is in Negotiation

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

CITY OF PALM SPRINGS

AND

PS COUNTRY CLUB, LLC

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement" or "Development Agreement") is entered into by and between the City of Palm Springs, a California Charter City ("City"), and PS Country Club, LLC, a California Limited Liability Company ("Developer"), pursuant to California Government Code § 65864 *et seq.*

RECITALS

A. Development Agreement Statute. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California has enacted California Government Code § 65864 *et seq.* (the "Development Agreement Statute"), which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property. This Development Agreement has been processed, considered, and executed in accordance with the procedures and requirements as set forth in the Development Agreement Statute.

B. City Ordinance. Pursuant to Government Code section 65865(c), City has adopted Ord. 1829 § 3, 2013; Ord. 1294, 1988 [PSMC § 94.08.00], that set forth rules and regulations establishing procedures and requirements for consideration of development agreements. The parties acknowledge: This Agreement will assure adequate public facilities at the time of development.

- a. This Agreement will assure development in accordance with City's land use policies and goals.
- b. This Agreement will provide for orderly growth consistent with the City's General Plan, and other public policies.
- c. This Agreement is intended to provide certainty in the development approval process by vesting the permitted uses, densities and intensity of use with respect to the subject property.
- d. The execution of this Agreement furthers the public health, safety and general welfare of the community.
- e. This Agreement will remove a nuisance situation and potential liability due to the blight at no cost to City.
- f. This Agreement will protect residents and the City from the issues that typically accompany blighted areas.
- g. This Agreement will allow development of a blighted area with appropriate housing and open space that is compatible with the surrounding neighborhoods.
- h. This Agreement will reduce potential trespasses and nuisances affecting adjacent neighborhoods.
- i. This Agreement will reduce air pollution by reason of a significant reduction in wind borne dust and sand to adjacent neighborhoods.
- j. This Agreement will increase parkland in an underserved area of the City.
- k. This Agreement will allow legal commitments by Developer over and above those allowed by state law and the Palm Springs Municipal Code requirements.

C. Description of the Project and Project Site. Developer represents and warrants that it has a legal interest in certain real property as legally described in Exhibit A attached hereto (the "Project Site"). The residential project on the Project Site, along with all related public and private improvements and obligations, is the "Project."

D. Conversion of Open Space – Parks/Recreation Land. The Developer acknowledges the Project Site is currently designated as "Open Space – Parks/Recreation" in the City's adopted General Plan and is zoned as "Open Space" and is therefore subject to the City's Land Use Policy LU2.2 for the conversion of open space to developable areas. The Parties acknowledge the Developer shall cooperate with the City to secure the replacement of converted open space areas on the Project Site through the use of density transfer of property designated for residential development within the City.

E. Entitlements. Concurrent with the approval of this Agreement, City approved the following land use entitlements for the Project Site, which entitlements are also the subject of this Agreement:

- a. General Plan Amendment: From "Open Space – Parks/Recreation" (OS-P/R) to Very Low Density Residential (VLDR) for the residential portions of the project.
- b. Planned Development District in lieu of Change of Zone: From "Open Space" (0, 0-5) to Planned Development District (PDD).
- c. Tentative Tract Map: To subdivide the property into residential lots, privately owned common areas and a public park.
- d. Major Architectural Approval: Conceptual architectural and landscape plans will be part of the preliminary PDD.
- e. Transfer of Density Agreement: To cooperate in the transfer of residential density from the other areas in the City including the Chino Cone Specific Plan to the Project Site consistent with the provisions of the City's General Plan and the Chino Cone Specific Plan at the ratio of 1.2 units for each unit removed from the Chino Cone.

The above Entitlements have been approved subject to various conditions and requirements with which Developer will be required to comply in order to develop the Project Site ("Conditions of Approval"). The approvals described above, including without limitation the Conditions of Approval as referenced in this Recital and this Agreement, are referred to herein as the "Entitlements" and have been reviewed and approved in accordance with the Municipal Code, California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.* ("CEQA"), and all other applicable local, state, and federal laws and regulations. The Entitlements, Conditions of Approval, and this Agreement shall be collectively referred to as "the Project Approvals."

F. Substantial Costs to Developer. Developer will incur substantial costs in order to comply with the Project Approvals and to construct the additional infrastructure

improvements requested by the City to assure development of the Project Site in accordance with the terms of this Agreement.

G. Vesting of Rights. In exchange for the benefits to City described in the preceding Recitals, together with the other public benefits that will result from the development of the Project, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with the "Applicable Law" (defined below) and therefore desires to enter into this Agreement.

H. Planning Commission – Council Findings. The approval of this Agreement is made pursuant to findings by the Planning Commission and the Council that this Development Agreement:

- a. Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;
- b. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
- c. Is in conformity with public convenience, general welfare and good land use practice;
- d. Will not be detrimental to the health, safety and general welfare;
- e. Will not adversely affect the orderly development of property or the preservation of property values.

I. City Council Actions. City Council, after public hearings and extensive environmental analysis, approved the following entitlements:

- a. By Resolution No. _____, dated _____, amended City's General Plan Land Use Designation for the subject property from "Open Space – Parks/Recreation" (OS-P/R) to Very Low Density Residential (LDR) for the residential portions of the project.
- b. By Ordinance No. _____, effective _____, adopted the Planned Development District in lieu of Change of Zone: From "Open Space" (0, 0) to Planned Development District (PDD).
- c. By Resolution No. _____, effective _____, approving Tentative Tract Map _____ : to subdivide the property into residential lots, privately owned common areas, and a public park.
- d. By Resolution No. _____, effective _____, approving Major Architectural Approval: Conceptual architectural and landscape plans.
- e. By Resolution No. _____, effective _____, approving Transfer of Density _____

Agreement.

J. Ordinance. On _____, 2016, Council adopted Ordinance No. _____ approving this Agreement and authorizing the City Manager to execute the Agreement. The Ordinance becomes effective on _____, a copy of the Ordinance is attached hereto as Exhibit B.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEFINITIONS

- "Agreement" shall mean this Development Agreement by and between Developer and City, dated _____ 2016.
- "Applicable Law" shall have that meaning set forth in Section 7.03 of this Agreement.
- "Changes in the Law" shall have that meaning set forth in Section 7.08 of this Agreement.
- "City" is the City of Palm Springs, a California Charter City.
- "Conditions of Approval" shall have that meaning set forth in Section 4.04 of this Agreement.
- "Default" shall have that meaning set forth in Section 11.01 of this Agreement.
- "Default Notice" shall have that meaning set forth in Section 11.01 of this Agreement.
- "Deficiencies" shall have that meaning set forth in Section 10.02 of this Agreement. "Development Agreement Statute" shall have that meaning set forth in Recital A of this Agreement.
- "Developer" is PS Country Club, LLC, a California Limited Liability Company.
- "EIR" shall mean the Final Environmental Impact Report certified by City Council on ____, 2016.
- "Entitlements" shall have that meaning set forth in Recital E of this Agreement.
- "Effective Date" shall have that meaning set forth in Section 3.01 of this Agreement.

- “Excusable Delay” shall have that meaning set forth in Section 11.04 of this Agreement.
- “Force Majeure” shall have that meaning set forth in Section 11.04 of this Agreement.
- “Judgment” shall have that meaning set forth in Section 10.02 of this Agreement.
- “Project” is defined above.
- “Project Approvals” shall have that meaning set forth in Recital E of this Agreement.
- “Prompt Review” means review of all plans, specifications, and applications by Developer in accordance with Section 7.11, below.
- “Reasonable Progress” shall mean commercially reasonable efforts by Developer to achieve full build-out and completion of all executory obligations herein within ten years in accordance with Section 7.10, below.
- “Term” shall have that meaning set forth in Section 3.02 of this Agreement.

ARTICLE 2. INCORPORATION OF RECITALS.

Section 2.01. Recitals. The Recitals set forth above, the introductory paragraph preceding the Recitals, and all defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in full.

ARTICLE 3. EFFECTIVE DATE AND TERM

Section 3.01. Effective Date. This Agreement shall become effective as of the date the City Council of City approves this Agreement (the “Effective Date”).

Section 3.02. Term. The term of this Agreement (the “Term”) shall commence upon the Effective Date and continue for a period of twenty (20) years, unless the Term is terminated or modified as set forth in this Agreement or by mutual consent of the parties hereto.

ARTICLE 4. OBLIGATIONS OF DEVELOPER

Section 4.01. Obligations of Developer Generally. In consideration of City entering into this Agreement, Developer agrees that it will comply with this Agreement and with all Project Approvals. The parties acknowledge and agree that City’s agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer’s agreement to perform and abide by its long term covenants and obligations, as set forth herein.

Section 4.02. Fees Paid by Developer. As a material consideration for the long term assurances and vested rights provided by this Agreement, Developer shall pay fees and exactions to City as set forth in the Project Approvals not to exceed a total amount of \$13,620.00 (“City

Fees”)per unit for all fees and charges imposed by the City and payable no earlier than City’s issuance of a certificate of occupancy. These fees shall be adjusted to include credits against any and all park fees, including but not limited to, Quimby Fees pursuant to California Government Code §66477, included in the City Fees, for the costs of both land and improvements provided by the Developer to build the public park.

Section 4.03. Public benefits provided by Developer.

- a. All conditions of approval of the Project adopted and accepted by the Developer.
- b. Reservation of lands for public use, owned and maintained by Developer or any successor HOA, in accordance with Exhibit C-1 attached hereto.
- c. Construction of a portion of an alternate for the CV Link Trail from Verona and Whitewater Club to Sunrise across development.
- d. Indemnification over and above the indemnification allowed under the Map Act.
- e. Payment of a Development Agreement Fee over and above the fees referred to in paragraph 4.02, above, to be used by the City for acquisition of open space. At Developer’s option, Developer will pay:
 - 1) A lump sum of \$2,500,000 to be paid through Statewide Community Infrastructure Program (“SCIP”) funds issued prior to the recordation of a final map; or
 - 2) Payment of a development agreement fee of \$6,000 per new house payable prior to the issuance of building permits.
- f. Conversion of a portion of Golden Sands Drive from a private to a public street to match the current and projected use patterns and more fairly apportion the burden of maintenance and liability from the Four Seasons HOA.
- g. Developer will build a public park in the approximate location shown on Exhibit C-1;
- h. Developer will provide 67 acres of open space within the development over and above City requirements and the Public Park.
- i. Fixed development standards and enforceable commitments to the adjacent HOA’s:
 - 1) The maximum height of any buildings in the development shall be no higher than 19 feet;
 - 2) Planting of landscape trees adjacent to existing homes shall be of species and spacing that minimize blocking of existing views;
 - 3) New walls adjacent to any phase of the Whitewater Condominiums shall be built per the landscape exhibits in the Planned Development Permit prior to the commencement of grading on any areas adjacent to that phase;
 - 4) Property lines adjacent to Phases 1, 2, 3 and 5 of the Whitewater Condominiums shall be changed with lot line adjustments in accordance with the tentative map exhibits or as requested by the HOA of the adjoining phase prior to the recordation of any final map;
 - 5) The connection of Francis Drive to the Property shall be for emergency access, only. A Knox-Box type gated entry control for police and fire services shall be provided;
 - 6) Four pedestrian gates shall be provided connecting the Whitewater Condominiums to the Property, one in Phase 1, one in Phase 3 and one on either side of Whitewater Club Drive near the entrance gates to the Whitewater Condominiums;

- 7) A Knox-Box style gated entry for police and fire services shall be installed at the end of each of the cul de sacs adjacent to the entry road at Whitewater Club Drive;
- 8) Landscaping and Irrigation incorporating existing mature trees shall be provided in an eight foot wide landscape area on both sides of Whitewater Club Drive within the Property;
- 9) A six foot high slumpstone wall shall be built eight feet behind the existing paved road on both sides of Whitewater Club Drive, except where pedestrian and emergency access gates are provided.

Section 4.04. Compliance with Project Conditions. In addition to any and all obligations contained in this Agreement, Developer shall comply with and fulfill any and all Conditions of Approval. The Development of the Project and Project Site shall be governed by the terms of the Conditions of Approval and this Agreement. The Conditions of Approval and this Agreement shall, to the fullest extent possible, be read and considered as fully integrated documents, and shall be interpreted so as to avoid inconsistencies, comply with all applicable federal and state laws and City Law, and ensure that the objectives of the parties will be fully realized.

Nothing in this Agreement is intended to supersede, terminate, modify or otherwise affect any provision of the Conditions of Approval, except to the extent that a provision of this Agreement is in direct conflict with a provision of such Condition of Approval. Then, and only in that event, the provisions of this Agreement shall prevail over the contradictory provisions of any such Condition of Approval. The execution of this Agreement by the parties hereto shall in no way otherwise affect the validity of any or all of the provisions of the Conditions of Approval.

ARTICLE 5. OBLIGATIONS OF CITY

In consideration of Developer entering into this Agreement, City agrees that it will comply with the terms and conditions of this Agreement. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement is a material consideration for the City's agreement to perform and abide by the long term covenants and obligations of the City, as set forth herein.

ARTICLE 6. COOPERATION - IMPLEMENTATION

The parties agree to cooperate in good faith to implement this Agreement.

ARTICLE 7. STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

Section 7.01. Vested Right to Develop. Developer shall have a vested right to build out the Project through the Term on the Project Site in accordance with the terms and conditions of the Project Approvals.

Section 7.02. Permitted Uses Vested by This Agreement. The permitted residential use of the Project Site, the density and intensity of use of the Project Site, the maximum height, bulk and size of proposed buildings, provisions for reservation or dedication of land for public purposes and the location of public improvements, the general location of public utilities, and other terms and conditions of development applicable to the Project, are set forth in the Project

Approvals.

Section 7.03. Applicable Law. The rules, regulations, official policies, standards and specifications applicable to the Project (the "Applicable Law") shall be those set forth in the Project Approvals, and, with respect to matters not addressed by the Project Approvals, those rules, regulations, official policies, standards and specifications (including City ordinances and resolutions) governing permitted uses, building locations, timing of construction, densities, design, heights, fees, exactions, and taxes in force and effect on the Effective Date of this Agreement.

Section 7.04. Uniform Codes. City may apply to the Project Site, at any time during the Term, the then current Uniform building construction, fire or other codes, as the same may be adopted or amended from time to time by City, and City's then current design and construction standards for public improvements, as the same may be adopted or amended from time to time, provided any such uniform code or standard has been adopted and uniformly applied by City on a citywide basis, and provided that no such code or standard is adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

Section 7.05. No Conflicting Enactments. City shall not impose on the Project (whether by action of the City Council or by initiative, referendum or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each individually, a "City Law") that is in conflict with Applicable Law, or the Project Approvals, or that reduces the development rights or assurances provided by this Agreement with respect to the Project. Without limiting the generality of the foregoing, such City Law may be allowed to address a significant public health or safety issue. Without limiting the generality of the foregoing, any City Law shall be deemed to conflict with Applicable Law, or the Project Approvals, or reduce the development rights provided hereby if it would accomplish any of the following results, either by specific reference to the Project or as part of a general enactment which applies to or affects the Project.

Approvals:

- a. Change any land use designation or permitted use of the Project Site existing as of the Effective Date of this Agreement;
- b. Limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities (for example, water rights, water connections or sewage capacity rights, sewer connections, etc.) for the Project, unless such limitation is necessary to address significant health and safety issues;
- c. Limit or control the location of buildings, structures, grading, or other improvements of the Project in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals;
- d. Limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner inconsistent with the Project Approvals;

- e. Apply to the Project any City Law otherwise allowed by this Agreement that is not uniformly applied on a the citywide basis to all substantially similar types of development projects and project sites;
- f. Result in Developer having to substantially delay construction of the Project or require the issuance of additional permits or approvals by the City other than those required by the Project Approvals or Applicable Law;
- g. Substantially increase the cost of constructing or developing the Project or any portion thereof;
- h. Establish, enact, increase, or impose against the Project or Project Site any fees, taxes (including without limitation general, special and excise taxes), assessments, liens or other monetary obligations other than those specifically permitted by this Agreement;
- i. Impose against the Project any condition, dedication or other exaction not specifically authorized by the Project Approvals or Applicable Law;
- j. Grant any development right, entitlement or approval for any portion of the Property that will reduce, limit or encumber Developer's rights hereunder, or
- k. Unreasonably limit the timing, processing or procuring of applications and approvals.

If City attempts to apply to the Project a City Law that Developer believes to conflict with Applicable Law or the Project Approvals, Developer shall provide to City in writing a notice describing the legal and factual basis for Developer's position. The parties shall meet and confer within thirty (30) days after the date of such written notice with the objective of attempting to arrive at a mutually acceptable solution to this disagreement. If no mutually acceptable solution can be reached, either party may take such action as may be permitted under Section 11.07, below.

Section 7.06. Initiatives and Referenda.

- a. To the maximum extent permitted by law, if any City Law is enacted or imposed by initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with Applicable Law, or the Project Approvals or reduce the development rights provided by this Agreement, such City Law shall not apply to the Project.
- b. Without limiting the generality of any of the foregoing and to the maximum extent permitted by law, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development) affecting building permits or other entitlements to which Developer is entitled pursuant to the Project Approvals shall apply to the Project.
- c. To the maximum extent permitted by law, City shall take reasonable actions to

prevent any City Law from invalidating or prevailing over all or any part of this Agreement, and City shall cooperate with Developer and shall undertake such reasonable actions as may be necessary to ensure this Agreement remains in full force and effect.

- d. City shall not support, adopt or enact any City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement or the Project Approvals.
- e. Developer reserves the right to challenge in court any City Law that is enacted after the Effective Date of this Agreement that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement.

Section 7.07. Environmental Mitigation. The parties understand that the EIR was intended to be used in connection with all of the Project Approvals needed for the Project.

Section 7.08. State and Federal Law. As provided in California Government Code § 65869.5, this Agreement shall not preclude the application to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations, or by any regional governmental agency that, due to the operation of state law, has binding legal authority on City ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article 10 (Cooperation-Implementation) and Section 11.04 (Force Majeure and Excusable Delays; Extension of Time of Performance). Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically mandated and required by state or federal laws and regulations, provided that nothing shall limit Developer's ability to challenge such laws and the imposition of such fees.

Section 7.09. Timing of Project Construction and Completion.

- a. Project Timing. The parties acknowledge that Developer cannot predict the timing, rate, order or actual timing with certainty. The timing, order and rate of development shall be in Developer's sole discretion, except as otherwise provided in the Project Approvals.
- b. In light of the foregoing, the parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. the City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later- adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project at such rate and at such times as Developer deems appropriate within the exercise

of its subjective business judgment, provided that such schedule is consistent with this Agreement.

Section 7.10. Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with the terms of this Agreement. The review may specifically include a review of whether Developer is making Reasonable Progress. To assess such progress, the City Planning Director may require at any time subsequent to the execution of this Agreement, and as frequently as annually thereafter, a development planned schedule showing a ten-year (or less) completion schedule. Reasonable Progress shall take into account market conditions, commercial realities, the sensitivities of adjacent residents and prudent construction practices. Reasonable Progress is expressly subject to City's obligation of Prompt Review specified in Section 7.11, below. City may charge fees as necessary to cover the costs of conducting the annual review. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code Section 65865.1. Said review shall be diligently completed. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. A finding by City of good faith compliance by Developer and Landowner with the terms of the Agreement shall conclusively determine said issue up to and including the date of said review. City shall deposit in the mail or fax to Developer and/or Landowner a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least seven (7) calendar days prior to such periodic review. Developer or Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before the City Council and, if the matter is referred to a City Planning Commission, before said Commission

Section 7.11 Prompt Review by the City. City and Developer shall cooperate and use commercially reasonable efforts to timely review and approve the development design review process, building plan review process, improvement plan review process, and if necessary, the entitlement review process for the residential and other developments to be located within the Project. Review of any application provided by this subparagraph shall not be deemed to waive any of the Applicable Law pertaining to review or approval of such application, including, but not limited to, a public hearing, if any, required therefore. In the event the Parties agree to use an expedited process to perform any review pursuant to this subparagraph, Developer authorizes the imposition of City Fees paid to the City sufficient to cover City's estimated costs of utilizing City staff, retaining an outside consultant or any combination thereof in order to expedite the review process. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first.

Section 7.12. Exempting Fees Imposed by Outside Agencies. Except as specified in 7.08, above, City agrees to exclude Developer from any and all collection agreements regarding fees, including, but not limited to, development impact fees which other public agencies or responsible agencies request City to impose at City's discretion on the Project or the Project Site after the Effective Date through the Term of this Agreement, provided, however, that Developer will not be exempted from fees included in the Project Approvals.

ARTICLE 8. AMENDMENT

This Agreement may be amended from time to time, in whole or in part, by mutual

written consent of the parties hereto or their successors in interest, in accordance with the Development Agreement Statute.

ARTICLE 9. ASSIGNMENT, TRANSFER AND NOTICE

Section 9.01. Assignment of Interests, Rights and Obligations. Developer may only transfer or assign all or any portion of its interests, rights or obligations under the Project Approvals to another person or entity acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities that accepts all of the then-applicable responsibilities of the Developer.

Section 9.02. Limits of Liability. To the extent the Developer's responsibilities are transferred in good faith to another person or entity, Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.

ARTICLE 10. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 10.01. Cooperation.

- a. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of the Agreement or any Project Approval, the parties shall cooperate in defending such action or proceeding. The parties shall use best efforts to select mutually agreeable legal counsel to defend such action, and Developer shall pay compensation for such legal counsel; provided, however, that such compensation shall include only compensation paid to counsel not otherwise employed as City staff and shall exclude, without limitation, City Attorney time and overhead costs and other City staff overhead costs and normal day-to-day business expenses incurred by City. In the event City and Developer are unable to select mutually agreeable legal counsel to defend such action or proceeding, each party may select its own legal counsel.
- b. The parties agree that this Section 10.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this section, which shall survive such invalidation, nullification or setting aside.

Section 10.02 RESERVED.

Section 10.03. Waiver of Challenges to Project Approvals.

- a. As a condition precedent to receiving the benefits of this Agreement, Developer, its successors in interest, transferees, assignees, etc., expressly waive any legal or equitable right to challenge any Project Approvals or other act, entitlement, fee, or approval expressly set forth in this Agreement, including without limitation, all acts of protest pursuant to California Government Code Sections 66008 and

66009 as to any fee against which Developer has vested in accordance with this Agreement.

- b. The parties agree that this Section 10.03(b) shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this section, which shall survive such invalidation, nullification or setting aside.

ARTICLE 11. DEFAULT; REMEDIES; TERMINATION

Section 11.01. Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (unless such period is extended by mutual written consent), shall constitute a default under this Agreement ("Default"). Any notice given pursuant to the preceding sentence ("Default Notice") shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of a Default under this Agreement, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material Default, terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing party shall take no further action.

Section 11.02. Termination. If City elects to consider terminating this Agreement due to a material Default of Developer, then City shall give a notice of intent to terminate this Agreement. City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter.

Section 11.03. Default by City or Developer. In the event that City or Developer defaults under the terms of this Agreement, the City or Developer shall have all rights and remedies provided herein or under law.

Section 11.04. Force Majeure and Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in Default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting state or federal laws or regulations, judicial decisions, or similar basis for excusable performance which is not within the reasonable control of the party to be excused (collectively "Force Majeure"). Litigation attacking the validity of this Agreement or any of the Project Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project pursuant to this Agreement, shall also be deemed to create an excusable delay as to Developer (collectively "Excusable Delay"). The party whose performance is prevented or delayed by such event of Force Majeure or Excusable Delay shall give prompt written notice thereof to the other party and both parties shall have agreed that performance is appropriately excused or delayed pursuant to this Section 11.04. In the event of Force Majeure or Excusable Delay, the parties shall memorialize in writing the extension of

time for the performance of any obligation whose performance has been so prevented or delayed. The term of any such extension shall be equal to the period of the Excusable Delay or Force Majeure or such other period as may be mutually agreed upon by both parties.

Section 11.05. Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

Section 11.06. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be in Riverside County, California.

Section 11.07. Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer and City shall, at the request of the party, meet and shall attempt in good faith to resolve any such disputes. Nothing in this Section 11.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach an agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to by the parties to such meetings.

Section 11.08. Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, each party shall bear its own costs and expenses, including attorneys' fees.

Section 11.09. Hold Harmless. Developer shall, at its sole expense, defend and hold City and its elected and appointed officers, agents, employees, and representatives harmless from all claims, costs, and liabilities for any personal injury, death, or property damage which arises directly or indirectly as a result of the construction of the Project, the Project Site, or of operations performed under this Agreement by Developer or by Developer's contractors, subcontractors, agents or employees, whether such operations were performed by Developer or any of Developer's contractors, subcontractors, agents, or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's contractors or subcontractors. Nothing in this section shall be construed to mean that Developer shall hold City harmless from any claims of personal injury, death or property damage arising from, or alleged to arise solely from, any negligent or intentional act, or failure to act, on the part of City, its elected and appointed representatives, officers, agents and employees.

This hold harmless agreement applies to all damages or claims for damages suffered or alleged to have been suffered by reason of the operations referred to in this section regardless of whether or not City prepared, supplied or approved plans or specifications, or both, for the Project and/or Project Site.

The parties agree that this Section 11.09 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this section, which shall survive such invalidation, nullification or

setting aside.

ARTICLE 12. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

ARTICLE 13. MISCELLANEOUS

Section 13.01. Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto, notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code Section 65866.

Section 13.02. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 13.03. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 13.04. Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to the Agreement or the Project Approvals as they may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 13.05. Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

Section 13.06. Covenants Running with the Land. All of the provisions contained in this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Project Site and the burdens and benefits hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, successors in interest, transferees and assignees, representatives, lessees, and all other persons acquiring all or a portion of the Project or the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468.

Section 13.07. Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the City, to:

David H. Ready, Esq., Ph.D.
City Manager
Palm Springs City Hall
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
(760) 322-8362
David.Ready@palmsprings-ca.gov

With Copies to:

Douglas Holland

City Attorney
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
(760) 323-8299
Douglas.Holland@palmsspringsca.gov

If to Developer, to:

Eric Taylor
Somis Investments
300 E. Esplanade, Suite 1785
Oxnard, CA 93036
Tel: 805-633-1037
Fax: 805-633-4523
etaylor@somisinvestments.com

With Copies to:

Mark C. Allen, III
The Claremont Land Group Attorneys
5861 Pine Avenue, Suite A-1
Chino Hills, CA 91709-6540
Tel: (909) 398-4404;
Fax: (909) 398-1883
(909) 333-5254 - Direct
Mark@mcallen3.com

Section 13.08. Entire Agreement, Counterparts and Exhibits. This Agreement is executed in duplicate, each of which is deemed to be an original. This Agreement consists of 19 pages and three exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof.

Section 13.09. Waiver. Any waivers of the provisions of this Agreement or any breach of covenants or conditions contained in this Agreement shall be effective only if in writing and signed by the appropriate authorities of City and Developer. A waiver of one provision or breach shall not be considered as a continuing waiver, shall not constitute a waiver of any other conditions or covenants and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

Section 13.10. Recordation of Development Agreement. No later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Riverside.

Section 13.11. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than City and Developer, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 13.12. Titles of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of this Agreement's provisions.

Section 13.13. Discretion of City. City's execution of this Agreement in no way limits the discretion of City in the permit or approval process in connection with any site plan approvals, subsequent entitlements, land use decisions, construction or improvements which are within City's jurisdiction, except to the extent expressly and unequivocally stated herein.

Section 13.14. Representations of Authority. As to each person signing this Agreement on behalf of an entity, all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

IN WITNESS WHEREOF, the City of Palm Springs California, a Charter City, has authorized the execution of this Development Agreement in duplicate by its City Manager and attestation by its City Clerk, and approved by the Council of the City on the ____ day of _____, 2016 and Developer has caused this Agreement to be executed by its authorized representative.

<p>Developer</p> <p>By: _____</p>	<p>City of Palm Springs</p> <p>By: _____</p>
<p>P S Country Club, LLC, a California Limited Liability Company</p> <p>By: _____</p>	<p>APPROVED AS TO FORM</p> <p>By: _____</p>

DENSITY TRANSFER AGREEMENT

THIS DENSITY TRANSFER AGREEMENT ("Agreement") is entered into as of _____, 2016 by and between the City of Palm Springs, a California Charter City ("City"), and PS Country Club, LLC, a California Limited Liability Company ("Developer") to effectuate the intent of the Development Agreement entered into concurrently with this Agreement. The Development Agreement is hereby incorporated by reference as though set forth *in hac verba*.

RECITALS

A. Developer Acknowledgement. Developer acknowledges that the Project Site (as defined in the Development Agreement) upon which it will construct residential units in an area currently designated as Open Space. Developer further acknowledges that it has agreed to cooperate with City to transfer residential development rights from other property located in the City onto the Project Site if feasible. Developer understands that this is an important goal of the City

B. City Acknowledgement. City acknowledges that in order for the Developer to contribute funds and to accomplish the other objectives of the property, the Developer's obligation to cooperate cannot be unlimited. City acknowledges that any requests for cooperation must be commercially reasonable.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

Section 1.01. Recitals. The Recitals set forth above are hereby incorporated into this Agreement as if set forth herein in full.

ARTICLE 2. TERM

Section 2.01. Term. This Agreement will run concurrently with the Development Agreement unless fully performed, terminated or modified as set forth in this Agreement, or by mutual consent of the parties hereto before the end of the term of the Development Agreement.

ARTICLE 3. LIMIT OF LIABILITY

Section 3.01. Financial Liability. Neither party shall be required to take on added financial liability over and above that specified in the Development Agreement.

Section 3.02. Tort/Contract Liability. Neither party shall be required to take on added tort or contract liability over and above that specified in the Development Agreement.

ARTICLE 4. OBLIGATIONS OF DEVELOPER

Section 4.01. Obligations of Developer to Cooperate. Developer agrees that it will cause representatives to attend meetings; engage in negotiations; draft and review documents including, but not limited to, legal documents and work with City staff on approaches and ideas to accomplish the density transfer goals of City.

Section 4.02. Obligation of Developer to Execute Documents. Subject to the Limitation on Developer Liability in Article 3, above, and the Maximum Financial Obligation in Section 4.03 below, Developer agrees to execute all documents needed to assist City. These may include, but are not limited to assignments, deeds, contracts, options and applications.

Section 4.03. Maximum Financial Obligation of Developer. **Notwithstanding any other provision herein, the maximum financial contribution by Developer shall be Two Million Five Hundred Thousand Dollars (\$2,500,000.00).** Such amount shall be inclusive of any cost or contributions whether in cash or in kind or by way of services. This amount shall not include any amounts that would have otherwise been a necessary expense for the development of the Project Site in the absence of this Agreement. Also excluded for this limitation is up to forty (40) hours of legal work and the services of a professional planner.

ARTICLE 5. OBLIGATIONS OF CITY

In consideration of Developer entering into this Agreement, City agrees that it will promptly communicate with Developer on all subjects related to this Agreement. The City will use its professional staff to do the primary work on any documents, applications or approvals. The City will obtain any needed title documents and will perform any environmental review.

ARTICLE 6. COOPERATION - IMPLEMENTATION

The parties agree to cooperate in good faith to implement this Agreement.

ARTICLE 7. AMENDMENT

This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, in accordance with the Development Agreement Statute.

ARTICLE 8. ASSIGNMENT, TRANSFER AND NOTICE

Neither party may assign any rights or obligations under this Agreement without the express written consent of the other. Such consent shall not be unreasonably withheld.

ARTICLE 9. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship

between City and Developer.

ARTICLE 10. MISCELLANEOUS

Section 10.01. Force Majeure and Excusable Delay; Extension of Time of Performance. In addition to the specific provisions of this Agreement, neither party shall be deemed to be in Default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting state or federal laws or regulations, judicial decisions, or similar basis for excusable performance which is not within the reasonable control of the party to be excused (collectively "Force Majeure"). Litigation attacking the validity of this Agreement or any of the Project Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project pursuant to this Agreement, shall also be deemed to create an excusable delay as to Developer (collectively "Excusable Delay"). The party whose performance is prevented or delayed by such event of Force Majeure or Excusable Delay shall give prompt written notice thereof to the other party and both parties shall have agreed that performance is appropriately excused or delayed pursuant to this Section 10.01. In the event of Force Majeure or Excusable Delay, the parties shall memorialize in writing the extension of time for the performance of any obligation whose performance has been so prevented or delayed. The term of any such extension shall be equal to the period of the Excusable Delay or Force Majeure or such other period as may be mutually agreed upon by both parties.

Section 10.02. Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

Section 10.03. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be in Riverside County, California.

Section 10.04. Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer and City shall, at the request of the party, meet and shall attempt in good faith to resolve any such disputes. Nothing in this Section 10.04 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach an agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to by the parties to such meetings.

Section 10.05. Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, each party shall bear its own costs and expenses, including attorneys' fees.

Section 10.06. Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be

enforceable by any party hereto, notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code Section 65866.

Section 10.07. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 10.08. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 10.09. Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to the Agreement or the Project Approvals as they may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 10.10. Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

Section 10.11. Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown

on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the City, to:

David H. Ready, Esq., Ph.D.
City Manager
Palm Springs City Hall
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
(760) 322-8362
David.Ready@palmsprings-ca.gov

With Copies to:

Douglas Holland
City Attorney
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
(760) 323-8299
dholland@wss-law.com

If to Developer, to:

Eric Taylor
Somis Investments
300 E. Esplanade, Suite 1785
Oxnard, CA 93036
Tel: 805-633-1037
Fax: 805-633-4523
etaylor@somisinvestments.com

With Copies to:

Mark C. Allen, III
The Claremont Land Group Attorneys
5861 Pine Avenue, Suite A-1
Chino Hills, CA 91709-6540
Tel: (909) 398-4404;
Fax: (909) 398-1883
(909) 333-5254 - Direct
Mark@mcallen3.com

Section 10.12. Entire Agreement, Counterparts and Exhibits. This Agreement is executed in duplicate, each of which is deemed to be an original. This Agreement consists of 6 pages that constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof.

Section 10.13. Waiver. Any waivers of the provisions of this Agreement or any breach of covenants or conditions contained in this Agreement shall be effective only if in writing and signed by the appropriate authorities of City and Developer. A waiver of one provision or breach shall not be considered as a continuing waiver, shall not constitute a waiver of any other conditions or covenants and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

Section 10.14. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than City and Developer, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 10.15. Titles of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of this Agreement's provisions.

Section 10.16. Representations of Authority. As to each person signing this Agreement on behalf of an entity, all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

IN WITNESS WHEREOF, the City of Palm Springs California, a Charter City, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Ordinance No. ????, adopted by the Council of the City on the ____ day of _____, 2016 and Developer has caused this Agreement to be executed by its authorized representative.

Developer By: _____	APPROVED AS TO FORM By: _____ City Attorney
P S Country Club, LLC, a California Limited Liability Company By	APPROVED AS TO FORM By: _____

GOVERNMENT CODE

SECTION 65864-65869.5

65864. The Legislature finds and declares that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

(c) The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed over time for financing public facilities.

65865. (a) Any city, county, or city and county, may enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property as provided in this article.

(b) Any city may enter into a development agreement with any person having a legal or equitable interest in real property in unincorporated territory within that city's sphere of influence for the development of the property as provided in this article. However, the agreement shall not become operative unless annexation proceedings annexing the property to the city are completed within the period of time specified by the agreement. If the annexation is not completed within the time specified in the agreement or any extension of the agreement, the agreement is null and void.

(c) Every city, county, or city and county, shall, upon request of an applicant, by resolution or ordinance, establish procedures and requirements for the consideration of development agreements upon application by, or on behalf of, the property owner or other person having a legal or equitable interest in the property.

(d) A city, county, or city and county may recover from applicants the direct costs associated with adopting a resolution or ordinance to establish procedures and requirements for the consideration of development agreements.

(e) For any development agreement entered into on or after January 1, 2004, a city, county, or city and county shall comply with Section 66006 with respect to any fee it receives or cost it recovers pursuant to this article.

65865.1. Procedures established pursuant to Section 65865 shall include provisions requiring periodic review at least every 12

months, at which time the applicant, or successor in interest thereto, shall be required to demonstrate good faith compliance with the terms of the agreement. If, as a result of such periodic review, the local agency finds and determines, on the basis of substantial evidence, that the applicant or successor in interest thereto has not complied in good faith with terms or conditions of the agreement, the local agency may terminate or modify the agreement.

65865.2. A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement. The agreement may provide that construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time.

The agreement may also include terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

65865.3. (a) Except as otherwise provided in subdivisions (b) and (c), Section 65868, or Section 65869.5, notwithstanding any other law, if a newly incorporated city or newly annexed area comprises territory that was formerly unincorporated, any development agreement entered into by the county prior to the effective date of the incorporation or annexation shall remain valid for the duration of the agreement, or eight years from the effective date of the incorporation or annexation, whichever is earlier. The holder of the development agreement and the city may agree that the development agreement shall remain valid for more than eight years, provided that the longer period shall not exceed 15 years from the effective date of the incorporation or annexation. The holder of the development agreement and the city shall have the same rights and obligations with respect to each other as if the property had remained in the unincorporated territory of the county.

(b) The city may modify or suspend the provisions of the development agreement if the city determines that the failure of the city to do so would place the residents of the territory subject to the development agreement, or the residents of the city, or both, in a condition dangerous to their health or safety, or both.

(c) Except as otherwise provided in subdivision (d), this section applies to any development agreement which meets all of the following requirements:

(1) The application for the agreement is submitted to the county prior to the date that the first signature was affixed to the petition for incorporation or annexation pursuant to Section 56704 or the adoption of the resolution pursuant to Section 56800, whichever occurs first.

(2) The county enters into the agreement with the applicant prior to the date of the election on the question of incorporation or annexation, or, in the case of an annexation without an election pursuant to Section 57075, prior to the date that the conducting

authority orders the annexation.

(3) The annexation proposal is initiated by the city. If the annexation proposal is initiated by a petitioner other than the city, the development agreement is valid unless the city adopts written findings that implementation of the development agreement would create a condition injurious to the health, safety, or welfare of city residents.

(d) This section does not apply to any territory subject to a development agreement if that territory is incorporated and the effective date of the incorporation is prior to January 1, 1987.

65865.4. Unless amended or canceled pursuant to Section 65868, or modified or suspended pursuant to Section 65869.5, and except as otherwise provided in subdivision (b) of Section 65865.3, a development agreement shall be enforceable by any party thereto notwithstanding any change in any applicable general or specific plan, zoning, subdivision, or building regulation adopted by the city, county, or city and county entering the agreement, which alters or amends the rules, regulations, or policies specified in Section 65866.

65865.5. (a) Notwithstanding any other law, after the amendments required by Sections 65302.9 and 65860.1 have become effective, the legislative body of a city or county within the Sacramento-San Joaquin Valley shall not enter into a development agreement for property that is located within a flood hazard zone unless the city or county finds, based on substantial evidence in the record, one of the following:

(1) The facilities of the State Plan of Flood Control or other flood management facilities protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas.

(2) The city or county has imposed conditions on the development agreement that will protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas.

(3) The local flood management agency has made adequate progress on the construction of a flood protection system that will result in flood protection equal to or greater than the urban level of flood protection in urban or urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas for property located within a flood hazard zone, intended to be protected by the system. For urban and urbanizing areas protected by project levees, the urban level of flood protection shall be achieved by 2025.

(4) The property in an undetermined risk area has met the urban level of flood protection based on substantial evidence in the record.

(b) The effective date of amendments referred to in this section shall be the date upon which the statutes of limitation specified in subdivision (c) of Section 65009 have run or, if the amendments and any associated environmental documents are challenged in court, the validity of the amendments and any associated environmental documents has been upheld in a final decision.

(c) This section does not change or diminish existing requirements of local flood plain management laws, ordinances, resolutions, or regulations necessary to local agency participation in the national flood insurance program.

65866. Unless otherwise provided by the development agreement, rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the property subject to a development agreement, shall be those rules, regulations, and official policies in force at the time of execution of the agreement. A development agreement shall not prevent a city, county, or city and county, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor shall a development agreement prevent a city, county, or city and county from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, and policies.

65867. A public hearing on an application for a development agreement shall be held by the planning agency and by the legislative body. Notice of intention to consider adoption of a development agreement shall be given as provided in Sections 65090 and 65091 in addition to any other notice required by law for other actions to be considered concurrently with the development agreement.

65867.5. (a) A development agreement is a legislative act that shall be approved by ordinance and is subject to referendum.

(b) A development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.

(c) A development agreement that includes a subdivision, as defined in Section 66473.7, shall not be approved unless the agreement provides that any tentative map prepared for the subdivision will comply with the provisions of Section 66473.7.

65868. A development agreement may be amended, or canceled in whole or in part, by mutual consent of the parties to the agreement or their successors in interest. Notice of intention to amend or cancel any portion of the agreement shall be given in the manner provided by Section 65867. An amendment to an agreement shall be subject to the provisions of Section 65867.5.

65868.5. No later than 10 days after a city, county, or city and county enters into a development agreement, the clerk of the legislative body shall record with the county recorder a copy of the agreement, which shall describe the land subject thereto. From and

after the time of such recordation, the agreement shall impart such notice thereof to all persons as is afforded by the recording laws of this state. The burdens of the agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

65869. A development agreement shall not be applicable to any development project located in an area for which a local coastal program is required to be prepared and certified pursuant to the requirements of Division 20 (commencing with Section 30000) of the Public Resources Code, unless: (1) the required local coastal program has been certified as required by such provisions prior to the date on which the development agreement is entered into, or (2) in the event that the required local coastal program has not been certified, the California Coastal Commission approves such development agreement by formal commission action.

65869.5. In the event that state or federal laws or regulations, enacted after a development agreement has been entered into, prevent or preclude compliance with one or more provisions of the development agreement, such provisions of the agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

ADMINISTRATION

DEVELOPMENT AGREEMENTS

State law provides for development agreements between a project proponent and the City. The purpose of a development agreement is to provide developers with additional assurances that the policies, rules and regulations, and conditions of approval in effect at the time a project was approved will not be nullified by a future local policy or regulation change. In exchange, the developer may be required to meet certain conditions or performance criteria, which become part of the agreement.

Development agreements can be a useful means of meeting General Plan goals and policies while removing some of the risks faced by developers. Agreements can remain in effect for a few or several years, the term typically being set forth in the agreement. It is important to emphasize that, as set forth in the Government Code, the City is not prohibited from applying new rules, regulations, and policies to the property unless specifically stated in the development agreement, nor is the City prevented from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, or policies.

REDEVELOPMENT PLANS

Community Redevelopment Law authorizes a city to undertake redevelopment projects to turn blighted, deteriorating areas into revitalized community assets. Redevelopment strategies can include the use of tax increment financing (i.e., the amount of additional tax revenue generated by increased property valuations as a result of new development on the property), property acquisition, consolidation of small parcels, joint public-private partnerships, clearance of land and resale to developers, and relocation of tenants. Redevelopment projects can be implemented only for areas where there is a documented presence of physical, economic, and/or social blight. The City's redevelopment areas were originally comprised of 10 redevelopment project areas established between 1973 and 1991, but were ultimately merged into two project areas in 2000, as shown on Figure 1-2, *Redevelopment Areas*.

SPHERE OF INFLUENCE

Land use planning for the Palm Springs does not stop at the City boundaries. Unincorporated lands adjacent to the City's borders are identified by the Riverside County Local Agency Formation Commission (LAFCO) as areas likely to be serviced or annexed by the City in the future. These lands are known as the City's Sphere of Influence (SOI).

ATTACHMENT 3

~~1B. A REPORT ON AN APPROVED LAND USE PERMIT ISSUED TO MIGGY'S CANTINA, LLC FOR OUTDOOR ENTERTAINMENT / MUSICIANS AS AN ACCESSORY USE TO A RESTAURANT LOCATED AT 1555 SOUTH PALM CANYON DRIVE, ZONE PD-131 / I.L. (CASE LUP 13-067). (DN)~~

~~ACTION: Approve Item 1B, as part of the Consent Calendar.~~

~~Motion: Commissioner Donenfeld, seconded by Commissioner Weremiuk and unanimously carried 5-0-1 on a roll call vote.~~

~~AYES: Commissioner Donenfeld, Commissioner Hirschbein, Commissioner Middleton, Commissioner Weremiuk, Vice-Chair Calderine, Chair Klatchko~~

~~ABSENT: Commissioner Lowe~~

~~1A. APPROVAL OF MINUTES: APRIL 13, 2016 Approval.~~

~~Chair Klatchko requested the minutes of April 13, 2016 be pulled for further discussion.~~

~~Commissioner Weremiuk requested changes to minutes on the conditions for Item 2B. Serena Park, as noted.~~

~~ACTION: Approve minutes of April 13, 2016, as amended.~~

~~Motion: Vice-Chair Calderine, seconded by Commissioner Weremiuk and carried 5-1-1 on a roll call vote.~~

~~AYES: Commissioner Hirschbein, Commissioner Middleton, Commissioner Weremiuk, Vice-Chair Calderine, Chair Klatchko~~

~~ABSENT: Commissioner Lowe~~

~~ABSTAIN: Commissioner Donenfeld.~~

2. PUBLIC HEARING:

2A. SERENA PARK - PALM SPRINGS COUNTRY CLUB LLC, FOR A DEVELOPMENT AGREEMENT RELATED TO THE REDEVELOPMENT OF APPROXIMATELY 125-ACRE OF PREVIOUSLY DISTURBED VACANT LAND FOR 137 ATTACHED RESIDENCES, 292 DETACHED RESIDENCES, STREETS, PRIVATE OPEN SPACE AND PUBLIC PARK LOCATED NORTH OF VERONA ROAD, EAST OF FARRELL DRIVE, NORTH OF JOYCE DRIVE, EAST OF SUNRISE WAY AND SOUTHWEST OF THE WHITEWATER RIVER WASH, SECTION 36 / TOWNSHIP 3 / RANGE 4, AND SECTION 1 / TOWNSHIP 4 / RANGE 4 (CASE NOS. 5.1327 DA). (DN) (Continued from the April 13, 2016 Meeting.)

Planning Director Fagg gave background information and provided an overview on the development agreement outlined in the staff report.

The Commission requested clarification on the following items:

- Why are all the approved conditions not included?
- Purchase of Open-Space and Density Transfer.
- Quimby fees.
- Additional layer of review by the City.
- Fixed development standards and enforceable commitments to the adjacent HOA's.
- Locking in fixed amount for fees that may increase.
- The connection to Francis Drive.
- A recommendation to the HOA to limit rental units to a 30-day rental period.
- A provision for escalation of fees.
- The 10-year timeframe for completion of project.
- No default provision.
- Experience with privately maintained public park facility.
- Items over and above the developer is proposing for public benefit.
- Concern with the HOA maintaining the park.
- Provision for cost reimbursement.
- What is the final number of units?
- Details of park amenities.

Chair Klatchko opened the public hearing:

MARK ALLEN, legal representation for the applicant, spoke about the origin of development agreements. He emphasized that this is a very complicated shaped project and will be a market-phased development. He addressed adjustment of fees, including the conditions as attachments, over-and-above open-space and the density transfer agreement.

FRED FABRICANT, said the private street is owned by 38 individuals and the developer has not tried to get access.

RONALD HERISKCOE, PS Country Club, board member (Phase III), said Francis Street is a public street and suggested this road be used as the 3rd access.

There being no further appearances the public hearing was closed.

Commissioner Donenfeld requested further clarification on the Density Transfer and specific target properties.

Commissioner Weremiuk made comments on:

- A 20-year term makes sense.
- City fees should be revisited - a 5 year escalation if the city goes through a fee study.

- Uphold cost for Density Transfer.
- Park details should be included in the Development Agreement.

Commissioner Calderine made comments on:

- Consider this condition pertaining to the Whitewater drive access: The City shall work with the developer and residents to develop access including reimbursement to the owners of the existing easement.
- 25% of open-space should be used on land or improvements within one mile of this project.

Commissioner Hirschbein made comments on:

- Supports open-space/parks within one mile of vicinity of project.
- Does not support locking in the fees.
- Not opposed to the 20-year term, but require that the undeveloped portions be mitigated until it is fully developed.
- The 3rd access point is critical and the West Whitewater is most important.

Commissioner Middleton made the following comments:

- A 3rd access is needed - the most appropriate use is for this development to gain use of what is now a private street.
- Tolling of any term of agreement in the event a lawsuit is filed to prohibit construction or further completion.
- The HOA documents need to clearly define that the HOA maintains the park.
- Fees should be adjusted every 5 years to allow for decrease / increase.

Commissioner Donenfeld made the following comments:

- Disagrees with the Density Transfer to buy property in the area (It should be looked at on a citywide basis).
- Agrees with a 20-year term.
- Periodic adjustment of fees; every 5 years is appropriate.
- A 3rd access point is critical and essential for this project going forward.

Chair Klatchko made the following comments:

- Liquidated Damages: A provision in the event that the developer defaults - will leave to the City Attorney to craft language that is enforceable.
- Legal fees: The prevailing party will be responsible.
- Amount: Should be a fixed amount paid in early process rather than a per unit payout over the 10 - 20 years when this project is completed.
- 3rd Access: A strong point by the Commission.
- Park: Add specific requirements for amenities, public park - HOA maintains (or the HOA to pay the City to maintain).
- Density Transfer: Agrees the open-space location should be determined by the City Council and reviewed on a citywide basis.

Several of the members of the Commission expressed concern that a portion the money received from the Density Transfer be utilized on parks in the adjacent neighborhood because of the impact.

ACTION: Recommend approval of the Development Agreement to the City Council based on the Alternate Plan, subject to the following Conditions of Approval:

1. The Planning Commission finds that the Development Agreement is consistent with the General Plan, with the exception that the Environmental Impact Report does not adequately address the signaling on the corner of Farrell Drive and Racquet Club and on the corner of Racquet Club and Vista Chino Drive.
2. Recommend a 20-year term to facilitate financing for the developer. The permit fees should be adjusted every 5 years to the current reasonable rate as the City determines the cost of service.
3. Density Transfer: The City Council to determine the amount and location. The payment of the fees should be set by the City Council on a date certain (early in the process) in lump sum (not on a unit per unit basis).
4. Include liquidated damages provision in the agreement in the event the developer does not perform.
5. The developer is required to continue Environmental Mitigation appropriately for the term of the agreement.
6. A provision be added that the losing party be responsible for the legal fees.
7. A strong recommendation that there be a 3rd access point as a condition of approval. The appropriate access is Whitewater Driver. The City and Public Works to take the lead in working with the developer and homeowners to facilitate the use of West Whitewater Drive as a public road for a 3rd access point with appropriate compensation to the owners of the current street. (An alternative is to consider Francis Drive as a 3rd access point.)
8. Park: The development agreement to deal with the requirements of the upkeep and maintenance of the park. The amenities shall be included in the development agreement.
9. The Conditions of Approval to be attached/incorporated in the Development Agreement.
10. Traffic calming measures shall be incorporated at Whitewater and Verona Street subject to approval by Public Works.

Motion: Commissioner Weremiuk, seconded by Commissioner Middleton and unanimously carried 6-0-1 on a roll call vote.

AYES: Commissioner Donenfeld, Commissioner Hirschbein, Commissioner Middleton, Commissioner Weremiuk, Vice-Chair Calderine, Chair Klatchko

ABSENT: Commissioner Lowe