



Community & Economic Development  
Department

*City of Arts & Innovation*

September 13, 2018

Albert A. Webb Associates  
Scott Hildebrandt  
3788 McCray St  
Riverside, CA 92506

**SUBJECT: Planning Cases: P17-0929, P17-0930, P17-0931 and P17-0932 - Tentative Tract Map (TM-37392), and Variances to Subdivide Two Lots – Eastern terminus of Talcey Terrace, south of Overlook Parkway and West of Via Montecito, Ward 4**

Dear Mr. Hildebrandt:

The Riverside City Council, at its meeting of September 4, 2018 revised your conditions of approval. Attached are the final conditions of approval for your records.

The conditions of approval require the applicant to execute an indemnification agreement within 30 days of approval. Please complete the attached agreement and return an original signed copy with the appropriate organizational documents to indicate proper signature authority and a current legal description of the project site to your case planner within 30 days.

Please call Matthew Taylor, Associate Planner, at (951) 826-5944 if you have any questions.

Sincerely,

Mary Kopaskie-Brown  
City Planner

**CITY COUNCIL  
FINAL APPROVED CONDITIONS**

City Council Meeting Date: September 4, 2018

**PLANNING CASES:** P17-0929 (Tentative Tract Map No. 37392)  
P17-0930 (Variance)  
P17-0931 (Variance)  
P17-0932 (Variance and Subdivision Code Modification)

**Case Specific**

• **Planning**

1. There shall be a three-year time limit in which to satisfy the conditions and record this map.
2. Future development of individual residences shall comply with all development standards of the RC – Residential Conservation Zone. Plans for the development of each lot shall be submitted for Design Review approval. Separate applications and filing fees will be required.

*Prior to Map Recordation*

3. Conditions, Covenants and Restrictions (CC&Rs) shall be drafted and submitted for review and approval by the Planning Division and City Attorney's Office. The CC&Rs shall address the following items:
  - a. Establish a Homeowner's Association (HOA). The HOA shall be responsible for all common area maintenance including the private street, entry gates, perimeter walls and fencing, and reverse/side-on frontage and entry area landscaping.
  - b. The HOA shall be responsible for the ongoing management and maintenance of the open space easement. Ideally, the open space easement should be professionally managed by a professional conservation organization with joint financing between the HOA and the HOA established on the adjoining tract (TMM-31859).
  - c. Advise future property owners that all ungraded area on each lot shall be left in its natural, undisturbed condition. No native vegetation shall be removed and no non-native vegetation shall be introduced, nor shall any development or disturbance of any kind be allowed on the areas outside the approved, established graded pad areas, regardless of whether these areas are incorporated into a permanent open space easement.
  - d. Prohibition of on-street parking on one side of the private cul-de-sac pursuant to the requirements of the Subdivision Code.
  - e. All applicable requirements in Section 18.210.030(N)(4) of the Subdivision Code.

4. The boundaries of the Open Space Easement shall be revised to incorporate the maximum amount of ungraded area feasible, particularly in close proximity to the arroyo tributary. The applicant shall work with Staff to determine the final configuration of the boundaries of the Open Space Easement prior to map recordation.
5. An Open Space Management Plan shall be developed by a qualified biologist and submitted for review and approval by the Planning Division. The management plan should establish schedules and procedures for regular maintenance, debris clearing and inspection.
6. The Final Map submitted for processing shall be modified in order to increase the average area of all numbered lots to a minimum of 2.00 acres subject to the approval of the Planning Division and Public Works Department.

*Prior to Grading Permit Issuance*

7. Tentative Map No. 37392 shall be recorded.
8. **Mitigation Measure BIO-1** At least 30 days prior to the commencement of any ground-disturbing activities, a qualified biologist will conduct a pre-construction presence/absence survey for burrowing owls. If burrowing owls are detected onsite and may be affected by the project, avoidance measures shall be developed in compliance with the MSHCP and subject to the approval of the Western Riverside Regional Conservation Authority and wildlife agencies.
9. **Mitigation Measure BIO-2** As feasible, vegetation clearing should be conducted outside of the nesting season, which is generally identified as February 1 through September 15. If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey within three days prior to any disturbance of the site, including disking and grading. If active nests are identified, the biologist shall establish suitable buffers around the nests based on his/her judgement, and the buffer areas shall be avoided until the nests are no longer occupied and the juvenile birds can survive independently from the nests.
10. **Mitigation Measure CUL-1** Changes to Project: Prior to Grading Permit issuance, if there are any changes to Project site design and/or proposed grades, the Applicant and the City shall contact interested tribes to provide an electronic copy of the revised plans for review. Additional consultation shall occur between the City and interested tribes to discuss any proposed changes and review any new impacts and/or potential avoidance/preservation of the cultural resources on the Project site. The City and the Applicant shall make all attempts to avoid and/or preserve in place as many cultural and paleontological resources as possible that are located on the Project site if the site design and/or proposed grades should be revised.
11. **Mitigation Measure CUL-2** Archaeological Monitoring: At least 30 days prior to application for a grading permit and before any grading, excavation and/or ground disturbing activities on the site take place, the Project Applicant shall retain a Secretary of the Interior's Standards-qualified Project Archaeologist to manage the monitoring of all ground-disturbing activities in an effort to identify any unknown archaeological resources.

- a. The Project Archaeologist, in consultation with consulting tribe(s), the Developer and the City, shall develop an Archaeological Monitoring Plan to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include:
  - i. Project grading and development scheduling;
  - ii. The development of a rotating or simultaneous schedule in coordination with the Developer and the Project Archaeologist for designated Native American Tribal Monitors from the Consulting Tribe(s) during grading, excavation and ground disturbing activities on the site: including the scheduling, safety requirements, duties, scope of work, and Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with all Project archaeologists;
  - iii. Plan for the controlled grading within 50 feet of the boundaries of identified resources. Grading within 50-feet of these sites shall be conducted using controlled grading techniques. Large indiscriminate grading equipment shall not be used, and the controlled grading technique shall be reviewed by the Project Archaeologist, in consultation with the Consulting Tribe(s), the Developer, and the City. The Project Archaeologist and Native American Tribal Monitors shall ensure that the grading efforts in these areas are conducted in a manner that allows for the identification of subsurface cultural resources. Any resources observed shall be addressed in accordance with **MM-CUL-3**;
  - iv. The determination by the Project Archaeologist, Project Biologist, Developer, City and Consulting Tribe(s) as to the scope, methods and suitable relocation site(s) for CA-RIV33-003483. This Removal and Relocation Plan shall be reviewed and approved by City Staff prior to commencement of work. Relocation shall be mutually agreed upon and completed to the satisfaction of all parties prior to commencement of mass grading. The relocated features will be placed in an area that will be preserved in perpetuity, so that no future disturbances will occur; and
  - v. The protocols and stipulations that the Developer, City, Tribe(s) and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.
12. Landscape and Irrigation Plans shall be submitted for all manufactured slopes in excess of 5 feet in vertical height, all reverse and side-on frontage areas, the entry gateway and private street parkway landscaping. Design modifications may be required as deemed necessary. Separate applications and filing fees are required.
  - a. The Landscape and Irrigation Design Plans shall incorporate a Perimeter Wall and Fence Plan that identifies the location, height, material and finish of all proposed walls and fences. Perimeter walls shall be constructed of solid split-faced or other decorative masonry with a decorative masonry cap. Perimeter fencing shall be constructed of powder-coated tubular steel or wrought iron or equivalent. Chain link shall not be permitted.

- b. Any ground-mounted utility equipment (transformers, meter pedestals, backflow devices, etc.) shall be depicted on the proposed landscape plan and shall be thoroughly screened by landscaping to the satisfaction of the Planning Division and the responsible utility.

- 13. Plans submitted for Grading Plan Check shall reflect the reduction of the shared driveway between Lots 1 and 2 to the maximum allowable width of 15 feet.

*During Grading and Construction*

- 14. **Mitigation Measure CUL-3** Treatment and Disposition of Cultural Resources: In the event that Native American cultural resources are inadvertently discovered during the course of grading for this Project, the following procedures will be carried out for treatment and disposition of the discoveries:

- a. Temporary Curation and Storage: During the course of construction, all discovered resources shall be temporarily curated in a secure location onsite or at the offices of the Project Archaeologist. The removal of any artifacts from the Project site will need to be thoroughly inventoried with tribal monitor oversight of the process; and
- b. Treatment and Final Disposition: The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The Applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Riverside Community & Economic Development Department with evidence of same:
  - i. Accommodate the process for onsite reburial of the discovered items with the consulting Native American tribes or bands. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed;
  - ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;
  - iii. If more than one Native American tribe or band is involved with the Project and cannot come to a consensus as to the disposition of cultural materials, they shall be curated at the Western Science Center by default; and
  - iv. At the completion of grading, excavation and ground disturbing activities on the site, a Phase IV Monitoring Report shall be submitted to the City documenting monitoring activities conducted by the Project Archaeologist and Native Tribal Monitors within 60 days of completion of grading. This report shall document the impacts to the known resources on the property;

describe how each mitigation measure was fulfilled; document the type of cultural resources recovered and the disposition of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-grade meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the archaeologist. All reports produced will be submitted to the City of Riverside, Eastern Information Center and interested tribes.

#### *Prior to Release of Utilities*

15. Install the landscape and irrigation per the approved plans and submit the completed "Certificate of Substantial Completion" (Appendix C of the water Efficient Landscaping and Irrigation Ordinance Summary and Design Manual) signed by the Designer/auditor responsible for the project. Contact Case Planner Matthew Taylor at 951-826-5944 or [mtaylor@riversideca.gov](mailto:mtaylor@riversideca.gov) to schedule the final inspection at least one week prior to needing the release of utilities.

- **Public Works Department**

Contact Jeff Hart at 951-826-5875 or [jhart@riversideca.gov](mailto:jhart@riversideca.gov) with questions regarding the following Public Works conditions:

#### **CONDITIONS OF APPROVAL TO BE FULFILLED PRIOR TO MAP RECORDATION UNLESS OTHERWISE NOTED:**

16. A "FINAL MAP" shall be processed with the Public Works Department and recorded with the County Recorder. The "FINAL MAP" shall be prepared by a Land Surveyor or Civil Engineer authorized to practice Land Surveying in the State of California and shall comply with the State Subdivision Map Act and Title 18 of the Riverside Municipal Code. All applicable checking and recording fees are the responsibility of the applicant.
17. Deed for widening Talcey Terrace to 29 feet from monument centerline to Public Works specifications.
18. Installation of curb and gutter at 18 feet from monument centerline, sidewalk and matching paving on Talcey Terrace to Public Works specifications. Improvements to include completion of cul-de-sac at easterly terminus. Shall applicant desire to record final map prior to construction of these improvements an agreement may be entered into for completion of improvements. The agreement shall be secured by a good and sufficient improvement security in a form satisfactory to the City Attorney and Public Works Department.
19. Full improvement of interior streets based on private street standards. Parking allowed on one side of the street where curb separation = 28'. Minimum 36' cul-de-sac radius to provide adequate turnaround. Shall applicant desire to record final map prior to construction of these improvements an agreement may be entered into for completion of improvements. The agreement shall be secured by a good and sufficient improvement security in a form satisfactory to the City Attorney and Public Works Department.

20. Waiver of access from Lot 1 to Overlook Parkway.
21. Installation of sewers and sewer laterals to serve this project to Public Works specifications. Shall applicant desire to record final map prior to construction of these improvements an agreement may be entered into for completion of improvements. The agreement shall be secured by a good and sufficient improvement security in a form satisfactory to the City Attorney and Public Works Department.
22. A sewer extension approximately 700 feet long will be required to serve this project. Shall applicant desire to record final map prior to construction of these improvements an agreement may be entered into for completion of improvements. The agreement shall be secured by a good and sufficient improvement security in a form satisfactory to the City Attorney and Public Works Department.
23. Size, number and location of driveways to Public Works specifications.
24. All security gates or facilities proposed now or in the future will be located on-site and adequate stacking space and vehicle turn-around area will have to be provided to Public Works specifications. Keypad activation of the security gate is required to provide access to the project for trash collection.
25. Off-site improvement plans to be approved by Public Works prior to recordation of this map.
26. A surety prepared by Public Works to be posted to guarantee the required off-site improvements prior to recordation of this map.
27. Prior to final inspection for the development project, the applicant shall pay the Transportation Uniform Mitigation Fee (TUMF) in accordance with the fee schedule in effect at the time of payment. If the project improvements include qualifying right-of-way dedications and/or street improvements to a TUMF regional arterial roadway as identified on the Regional System of Highways and Arterials, the developer may have the option to enter into a Credit/ Reimbursement Agreement with the City and Western Riverside Council of Governments (WRCOG) to recover costs for such work based on unit costs as determined by WRCOG.

The terms of the agreement shall be in accordance with the RMC Chapter 16.68 and the TUMF Administrative Plan requirements. Credit/reimbursement agreements must be fully executed prior to receiving any credit/reimbursement. An appraisal is required for credit/reimbursement of right of way dedications and credit/reimbursement of qualifying improvements requires the public bidding and payment of prevailing wages in accordance with State Law. For further assistance, please contact the Public Works Department.

28. Prior to issuance of a building or grading permit, the applicant shall submit to the City for review and approval, a project-specific WQMP that:
  - a. Addresses Site Design BMP's such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas and conserving natural areas;

- b. Incorporates the applicable Source Control BMP's as described in the Santa Ana River Region WQMP and provides a detailed description of their implementation;
  - c. Incorporates Treatment Control BMP's as described in the Santa Ana River Region WQMP and provides information regarding design considerations;
  - d. Describes the long-term operation and maintenance requirements for BMP's requiring long-term maintenance; and
  - e. Describes the mechanism for funding the long-term operation and maintenance of the BMP's requiring long-term maintenance.
29. Prior to issuance of any building or grading permits, the property owner shall record a "Covenant and Agreement" with the County-Clerk Recorder or other instrument acceptable to the City Attorney to inform future property owners of the requirement to implement the approved project-specific WQMP. Other alternative instruments for requiring implementation of the approved project-specific WQMP include: requiring the implementation of the project-specific WQMP in the Home Owners Association or Property Owners Association Conditions, Covenants and Restrictions (C,C&R's); formation of Landscape, Lighting and Maintenance Districts, Assessment Districts or Community Service Areas responsible for implementing the project-specific WQMP; or equivalent may also be considered. Alternative instruments must be approved by the City prior to the issuance of any building or grading permits.
30. If the project will cause land disturbance of one acre or more, it must comply with the statewide General Permit for Storm Water Discharges Associated with Construction Activity. The project applicant shall cause the approved final project-specific WQMP to be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.
31. Prior to building or grading permit closeout or the issuance of a certificate of occupancy or certificate of use, the applicant shall:
- a. Demonstrate that all structural BMP's described in the project-specific WQMP 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 described in the approved project-specific WQMP; and
  - c. Demonstrate that an adequate number of copies of the approved project-specific WQMP are available for the future owners/occupants.

- **Fire Department**

Contact Lisa Munoz at 951-826-5480 or [lmunoz@riversideca.gov](mailto:lmunoz@riversideca.gov) with questions regarding the following Fire Department conditions:

32. A residential fire sprinkler system meeting National Fire Protection Association 13D is required. Attached garages are required to be protected by an automatic fire sprinkler system. Plans shall be submitted to and approved by the Fire Department prior to



installation. 2013 California Residential Code, Section R313, 2013 California Fire Code, Section 903.2.8 or Riverside Municipal Code, Section 16.32.080.

33. Public fire hydrants shall be installed and in service prior to release of building permits. Public fire hydrants shall be spaced a maximum of 500 feet and 400 feet for dead end streets.
34. Access roadways shall be a minimum of twenty (20) feet in unobstructed width with a minimum vertical clearance of thirteen feet, six inches (13'6"). Grade differential shall not exceed twenty (20) percent.

Access roadways in excess of one hundred and fifty (150) feet in length shall be provided with a provision for turn around. Such provisions shall be of a design approved by the Fire Department.

Access roadways shall be all weather surfaces, paved, provided with engineered turf block, or alternate design. Such roadways shall be maintained at all times. See Information Bulletin B-16-001 for turn around clearances.

- **Public Utilities – Electric**

Contact Summer Ayala at 951-826-2129 or [sayala@riversideca.gov](mailto:sayala@riversideca.gov) with questions regarding the following Public Utilities Electric conditions:

35. All utilities shall be satisfactorily relocated, protected and/or replaced to the specifications of the affected departments and agencies, and easements for such facilities retained as necessary.
36. Blanket Public Utility Easement required on all parcels.
37. The provision of utility easements, water, street lights and electrical underground and/or overhead facilities and fees in accordance with the rules and regulations of the appropriate purveyor.
38. Provisions for electrical Utility equipment to provide power to the site is the responsibility of the developer. Please make sure that all clearances are maintained and location of the equipment is approved by the Utility.
39. Plot existing electrical distribution facilities on the original site plan.
40. Please show proposed location of transformers and electrical rooms.

- **Public Utilities – Water**

Contact Chris Gross at 951-826-5170 or [cgross@riversideca.gov](mailto:cgross@riversideca.gov) with questions regarding the following Public Utilities Water conditions:

41. Prior to recordation of map, applicant shall construct or guarantee the construction of an 8" water main extension approximately 750 feet to serve the project from the point of connection in Overlook Parkway.

42. A minimum 30-foot wide waterline easement is required along the northerly project boundary from the terminus of Talcey Terrace to Overlook Parkway. Waterline easement shall be graded flat and shall be accessible from the easterly and westerly ends.
43. Keypad activation of the security gate is required to provide access to the project for operation and maintenance of the public water system.
44. No decorative pavement or raised median will be permitted to be installed over any public water facilities.

**Standard Conditions and General Information Notes**

45. Within 30 days of approval of this case by the City, the developer shall execute an agreement approved by the City Attorney's Office to defend, indemnify, including reimbursement, and hold harmless the City of Riverside, its agents, officers and employees from any claim, action, or proceeding against the City of Riverside, its agents, officers, or employees to attack, set aside, void, or annul, an approval by the City's advisory agency, appeal board, or legislative body concerning this approval, which action is brought within the time period provided for in Section 66499.37 of the Government Code. The City will promptly notify the developer of any such claim, action or proceeding and the City will cooperate in the defense of the proceeding.
46. This project shall fully and continually comply with all applicable conditions of approval, State, Federal and local laws in effect at the time the permit is approved and exercised and which may become effective and applicable thereafter, and in accordance with the terms contained within the staff report and all testimony regarding this case. Failure to do so will be grounds for Code Enforcement action, revocation or further legal action.
47. Enumeration of the conditions herein shall not exclude or excuse compliance with all applicable rules and regulations in effect at the time this permit is exercised.

**CITY OF RIVERSIDE DEVELOPMENT  
INDEMNIFICATION AGREEMENT**

This INDEMNIFICATION AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by a \_\_\_\_\_, a \_\_\_\_\_, ("Applicant"), in favor of the City of Riverside, a California charter city and municipal corporation ("City").

**RECITALS**

A. The Applicant is the owner or developer of that certain real property ("Property") located within the City of Riverside, County of Riverside, California. The Property is more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by this reference.

B. The Applicant has applied to the City for certain development approvals for the Property under Planning Case Nos. P17-0929, P17-0930, P17-0931 and P17-0932, a proposal to \_\_\_\_\_ on the Property located at \_\_\_\_\_ (the "Project").

C. As a condition of approval to Planning Case Nos. P17-0929, P17-0930, P17-0931 and P17-0932, the City has required that the Applicant execute this Agreement, to defend, indemnify, including reimbursement, and hold harmless the City, its agents, officers and employees from any claim, action, or proceeding against the City, its agents, officers or employees, to attack, void or annul an approval by the City's advisory agency, appeal board, or legislative body concerning the Project.

NOW, THEREFORE, in accordance with the recitals set forth above and as consideration for the approval of development entitlements stated herein, the City and Applicant agree as follows:

1. Incorporation of Recitals. The parties agree that the Recitals constitute the factual basis upon which the City and the Applicant have entered into this Agreement. The City and the Applicant each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. Term. The term of this Agreement commences upon approval of Planning Case Nos. P17-0929, P17-0930, P17-0931 and P17-0932 and shall terminate one year after the satisfaction of all required conditions under said Planning Case.

3. Indemnification. The Applicant agrees to indemnify and hold harmless the City, its agents, officers, council members, employees, boards, commissions and their members and the City Council from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of such litigation being to attack, set aside, void or annul any approval of the Project or related decision, or the adoption of any environmental documents or negative declaration which relates to the Project. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party, and costs of suit, attorneys' fees, and other costs, liabilities and expenses arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence of the part of the City, its agents, officers, council members, employees, boards, commissions and their members and the City Council.

4. City Notification. City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Project and the City shall cooperate fully in the defense of the matter. Applicant shall promptly retain counsel, at its own cost, to represent the City in any such action. Said counsel, if approved by the City, can jointly represent the City and Applicant. However, the City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter. Any costs and attorney's fees incurred by the City for its separate counsel shall be paid for by the Applicant.

5. Settlement. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

6. Severability. If for any reason, any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

7. Assignability Limitations. This Agreement may be assigned by the Applicant to any successor in interest for the Project, only after Applicant has first notified the City Planning Department and has provided to the City Planning Director a signed acceptance of the assignment by the assignee.

8. Nonwaiver of Rights or Remedies. The failure of the City to exercise any right or remedies available to it pursuant to this Agreement shall not constitute a waiver of that party's right to enforce that right or to seek that remedy in the future. No course of conduct or act of forbearance on any one or more occasions by any party to this Agreement shall preclude that party from asserting any right or remedy available to it in the future. No course of conduct or act of forbearance on any one or more occasions shall be deemed to be an implied modification of the terms of this Agreement.

9. City Authority. Notwithstanding anything in this Agreement to the contrary, the City retains all authority and discretion granted to it by law to either approve,

disapprove or modify any of the proposed uses of the Property and/or Project in accordance with City ordinances and the approved General Plan.

10. No Oral Modifications. This Agreement represents the entire understanding of the City and the Applicant and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified, but only by a writing signed by both the City and the Applicant. All modifications to this Agreement must be approved by the City Council of the City of Riverside.

11. Binding Upon Successors. This Agreement and each of its terms shall be binding upon the City, the Applicant and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

12. Legal Challenges. Nothing herein shall be construed to require City to defend any third party claims and suits challenging any action taken by the City with regard to any procedural or substantive aspect of the City's approval of the Project, the environmental process, or the proposed uses of the Property. The City shall retain sole and absolute discretion on whether or not it will defend any action filed which challenges the Project, or whether it will take any other course of action on the Project. The Applicant may, however, in its sole and absolute discretion, appear as real party in interest in any third party action or proceeding, and in such event, the City may defend such action or proceedings at City's sole and absolute discretion. This City shall have the absolute right to retain such legal counsel as the City deems necessary and appropriate to represent its interests.

13. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either the City or the Applicant against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its actual attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and attorneys' fees on appeal.

14. Jurisdiction and Venue. This Agreement is executed and is to be performed in the City of Riverside, Riverside County, California, and any action or proceeding brought relative to this Agreement shall be heard in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. Headings. The headings of each Section of the Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

16. Representations of Authority. Each party signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that 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 Applicant has caused this Indemnification Agreement to be executed the date first written above.

APPLICANT:

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

Rev: 08/19/11



City of Arts & Innovation

**CITY COUNCIL  
MINUTES**

TUESDAY, SEPTEMBER 4, 2018, 3 P.M.  
ART PICK COUNCIL CHAMBER  
CITY HALL  
3900 MAIN STREET

**COUNCILMEMBERS**

	G A R D N E R	M E L E N D R E Z	S O U B I R O U S	C O N D E R	M A C A R T H U R	P E R R Y	A D A M S
WARDS	1	2	3	4	5	6	7
<p>Mayor Bailey reported on the opening of the Food Lab, 9-11 celebration and Citywide Day of Service, the Model Deaf Awareness Festival, and a Read with the Mayor event. Councilmember Conder requested prayers for his niece and her son.</p> <p><u>PRESENTATIONS</u></p> <p>Mayor Bailey called upon Councilmember Melendrez to present a Proclamation to the Latino Network recognizing September 15 through October 15, 2018, as Hispanic Heritage Month.</p> <p>RIVERSIDE PRIDE SUCCESS REPORT Councilmember Soubirus reported on Provident Bank in Ward 3.</p> <p>ORAL COMMUNICATIONS FROM THE AUDIENCE Theresa Newham spoke regarding the Riverside Blues Festival, a Public Utilities irrigation installation rebate, and tree trimming. Stan Fury spoke regarding Cindy Cinderella Carriages and Festival of Lights safety. David Zoetemelk spoke regarding Fairytale Carriages and Festival of Lights vendor selection. Tracy Zoetemelk spoke regarding Fairytale Carriages and Festival of Lights vendor selection.</p> <p><u>CONSENT CALENDAR</u> The following items were approved by one motion affirming the actions appropriate to each item.</p> <p>MINUTES The Minutes of the City Council meeting of August 22, 2018, were approved as presented.</p> <p>CASES P17-0929, P17-0930, P17-0931, AND P17-0932 - MARWAN AND ELIZABETH ALABBASI - REMOVAL OF CONDITION OF APPROVAL - EASTERLY TERMINUS OF TALCEY TERRACE SOUTH OF OVERLOOK PARKWAY The City Council approved removal of Condition of Approval No. 8 for Planning Cases P17-0929 (Tentative Tract Map), P17-0930 (Variance), P17-0931 (Variance), and P17-0932 (Variance) and (Subdivision Code Modification) in compliance with California Fish</p>							
Motion Second All Ayes			X				X



City of Arts & Innovation

**CITY COUNCIL**

**MINUTES**

TUESDAY, SEPTEMBER 4, 2018, 3 P.M.  
 ART PICK COUNCIL CHAMBER  
 CITY HALL  
 3900 MAIN STREET

**COUNCILMEMBERS**

GARDNER	MELENDREZ	SOUNDRIOUS	CONDER	MACARTHUR	PERRY	ADAMS
1	2	3	4	5	6	7

and Game Code Section 1602 and other applicable provisions of State Law that apply relating to permit requirements for alteration of any waterway prior to issuance of a grading permit for Tentative Tract 37392 subdividing 16.79 acres into eight residential lots and a private street.

**TOUGHBOOK MOBILE COMPUTERS - CARDIAC MONITORS/DEFIBRILLATOR EQUIPMENT ENHANCEMENT ON FIRE APPARATUS**  
 The City Council approved purchase of 28 Toughbook Mobile Computers from Assistance to Firefighters Grant surplus funds in the amount of \$130,319.91 from Lehr in accordance with Purchasing Resolution 23256, Section 602 (e), to enhance the current cardiac monitors/defibrillator equipment on fire apparatus.

**MEASURE Z - BID 7595 - SELF-CONTAINED BREATHING APPARATUS AND CYLINDERS**  
 The City Council awarded Bid 7595 to Allstar Fire Equipment, Arcadia, in the amount of \$173,570 from Measure Z funds for purchase of thirty-one Self-Contained Breathing Apparatus and cylinders.

**MEASURE Z - PANASONIC CF-33 MOBILE DATA COMPUTERS**  
 The City Council approved purchase of up to 15 Panasonic CF-33 Mobile Data Computers from Stommel, Inc., in an amount not-to-exceed \$70,000 utilizing pricing from approved Bid 7550 by the Police Department in accordance with Purchasing Resolution 23256, Section 602(g).

**MEASURE Z - EQUIPMENT FOR NEW FIRE APPARATUS**  
 The City Council approved purchase of critical equipment for the new Fire Department apparatus from L&N Curtis, La Mirada, in the amount of \$53,745.72 from Measure Z Fire Vehicle Replacement and Maintenance Plant Account, in accordance with Purchasing Resolution 23256, Section 602 (e).

**TALENT MANAGEMENT INNOVATION GRANT - RIVERSIDE AT WORK PROGRAM - SUPPLEMENTAL APPROPRIATION**  
 The City Council (1) accepted Talent Management Innovation Grant

WARDS