



Community & Economic Development
Department

City of Arts & Innovation

November 6, 2018

Go-Man Construction and Investments, Inc.
BJ Ghuman
23186 Glendora Dr
Grand Terrace, CA 92313

SUBJECT: Planning Case P17-0533 – Tract Map 37146, Subdivision of 1.96-acre parcel into six (6) Parcels for future development - 1606 Orange Street, Ward 1

Dear Mr. Ghuman:

The Riverside City Planning Commission, at its meeting of November 1, 2018, approved your development-related application, which is referenced by the above-noted case number. Attached are the final conditions of approval.

A Notice of Exemption will be filed with the County of Riverside Clerk's Office. The filing of the Notice of Exemption formally deems the project approved and commences a 30-day period in which legal challenges to the environmental determination can be made.

There is now a ten-day appeal period from the date of the Planning Commission's decision. Appeals are set for public hearing before the City Council. Appeals must be received in writing along with the required fee by 5:00 p.m. on November 13, 2018 in the Planning Division of the Community & Economic Development Department. If not appealed, the Planning Commission's decision is final.

There is an initial 36-month period in which to record this map. Prior to the expiration of the initial 36 months allowed for recordation, a timely written request may be submitted for a one-year time extension. Up to six additional one-year time extensions may be granted. Any request for a time extension must be submitted in writing, include the fee, and be received by the Community & Economic Development Department prior to the expiration date or the map will be void. Retroactive time extensions for a map are prohibited per State Law.

Finally, the conditions of approval require the applicant to execute an indemnification agreement within 30 days of map approval. Please complete the attached agreement and return to the case planner below within 30 days.

Should you have any questions concerning this notice please contact your case planner Suhaim Bawany, Assistant Planner at (951) 826-5658.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mary Kopaskie-Brown', with a large, stylized flourish at the end.

Mary Kopaskie-Brown, AICP, MCIP, OPPI
City Planner

cc: Public Works, Jeff Hart

**PLANNING COMMISSION
APPROVED CONDITIONS**

Case No.: **P17-0533**
(Tentative Tract Map No. 37146)

PLANNING COMMISSION HEARING DATE: November 1, 2018

Case Specific

Planning

1. The subject property shall be developed and operated substantially as described in the text of this report and as shown on the project plans on file with this case except for any specific modifications that may be required by these conditions of approval.
2. Future development shall comply with all development standards of the R-1-7000 Zone.

Prior to Recordation of Tract Map:

3. Submit for a Demolition permit and demolish the existing detached garage.
4. Relocate the Lot 1 garage door from the west to the east side to provide access from Tyco Drive.
5. Construct a two car garage on Lot 2.

Prior to Grading Permit Issuance:

6. A Final Map for Tract Map No. 37146 shall be recorded.
7. A 40-scale precise grading plan shall be submitted to the Planning Division and include the following:
 - a. Hours of construction and grading activity are limited to between 7:00 a.m. and 7:00 p.m. weekdays and 8:00 a.m. and 5:00 p.m. Saturdays. No construction noise is permitted on Sundays or Federal Holidays;
 - b. Compliance with City adopted interim erosion control measures is required;
 - c. Compliance with any applicable recommendations of qualified soils engineer to minimize potential soil stability problems is required;
 - d. The project shall abide by the SCAQMD's Rule 403 concerning Best Management Practices for construction sites in order to reduce emissions during the construction phase. Measures may include:
 - i. Develop a construction traffic management program that includes, but is not limited to, rerouting construction related traffic off congested streets, consolidating truck deliveries, and providing temporary dedicated turn lanes for movement of construction traffic to and from site;
 - ii. Suspend all grading activities when wind speeds exceed 25 miles per hour.
 - iii. Cover truck loads hauling soil, dirt or other emissive materials with a tarp or other protective cover as determined by the City Engineer;

- iv. Sweep streets at the end of the day if visible soil material is carried onto adjacent paved public roads;
- v. Wash off trucks and other equipment leaving the site;
- vi. Replace ground cover in disturbed areas immediately after construction; and
- vii. Keep disturbed/loose soil moist at all times.

During Grading and Construction:

8. During all project site construction, the Construction Contractor shall limit all construction-related activities that would result in a noise disturbance to between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and between the hours of 8:00 a.m. and 5:00 p.m. on Saturdays. No construction is permitted on Sundays or federal holidays.
9. The Construction Contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site.
10. To reduce diesel emissions associated with construction, construction contractors shall provide temporary electricity to the site to eliminate the need for diesel-powered electric generators, or provide evidence that electrical hook ups at construction sites are not cost effective or feasible.
11. To reduce construction related particulate matter air quality impacts of projects the following measures shall be required:
 - a. The generation of dust and fugitive dust shall be controlled as required by SCAQMD Rule 403;
 - b. Construction activities shall cease during period of high winds (greater than 25 mph);
 - c. Trucks hauling soil, dirt or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the City Engineer;
 - d. Sweep streets at the end of the day if visible soil material is carried onto adjacent paved public roads;
 - e. Trucks and other equipment leaving the site shall be washed;
 - f. Disturbed/loose soil shall be moist at all times.
 - g. The applicant shall be responsible for erosion and dust control during construction phases of the project.
 - h. The contractor shall prepare and maintain a traffic control plan, prepared, stamped and signed by either a licensed Traffic Engineer or a Civil Engineer. The preparation of the plan shall be in accordance with Chapter 5 of the latest edition of the Caltrans Traffic Manual and the State Standard Specifications. The plan shall be submitted for approval, by the engineer, at the preconstruction meeting. Work shall not commence without an approved traffic control plan.
12. In the event of an accidental discovery of any human remains in a location other than a dedicated cemetery, the steps and procedures specified in Health and Safety Code 7050.5,

State CEQA Guidelines 15064.5(e), and Public Resources Code 5097.98 must be implemented.

13. Should cultural, historical or archeological items be found during grading and construction activity, the construction and grading of this project all activity shall be halted in the vicinity of the find and diverted until a qualified archeologist meeting the Secretary of the Interior standards can evaluate the nature and significance of the find. If human remains are uncovered, the applicant shall contact the County Coroner's Office.
14. Erosion Control/Landscaping. The faces of cut and fill slopes which measure five feet or greater in vertical height shall be treated and maintained to control against erosion and protect the public health, safety, and welfare. This control shall consist of effective planting, and/or, check dams, cribbing, riprap other devices. Erosion controls shall be installed as soon as practical and prior to the final approval. Where cut slopes are not subject to erosion due to the erosion resistant character of the materials, such protection may be omitted.

Standard Conditions:

15. There is a thirty-six-month time limit in which to satisfy the conditions and record this map. Six subsequent one-year time extensions may be granted by the Community & Economic Development Director upon request by the applicant. Application for a one-year time extension must be made prior to the expiration date of the map. No time extension may be granted for applications received after the expiration date of the map.
16. Within 30 days of the approval of the project 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 subdivision, 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/subdivider of any such claim, action or proceeding and the City will cooperate in the defense of the proceeding.
17. 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.
18. 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.

Fire Department

19. Requirements for construction shall follow the currently adopted California Building Code and California Fire Code with City of Riverside amendments.
20. Construction plans shall be submitted and permitted prior to construction.
21. Fire Department access shall be maintained during all phases of construction.
22. 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.

Parks, Recreation & Community Services – Park Planning

23. Developer shall make payment of all applicable Park Development Impact Fees (local, aquatic, regional/reserve and trail fees) per RMC Chapters 16.60, 16.44 and 16.76.

Public Works

Prior to Grading and/or Building Permit Issuance:

24. 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.
25. 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.
26. 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.
27. Installation of sewer laterals to serve new construction is required.
28. Installation of curb and gutter at 18 feet from monument centerline, sidewalk and matching paving on Tyco Drive to Public Works specifications is required.

29. Size, number and location of driveways to Public Works specifications shall be identified.
30. 24" Box Size Street Trees shall be required with typical spacing of 35 feet. Final spacing is to be determined by an onsite inspection by Street Tree Inspector after final grading has been completed.
31. Installation of automatic irrigation system to provide deep-root watering to trees is required.
32. Deed for widening Orange Street to 33 feet from monument centerline to Public Works specifications is required. Dedication shall include City standard r/w cutback at southeast corner of Tyco Drive and Orange Street.
33. A surety prepared by Public Works shall be posted to guarantee the required off-site improvements prior to recordation of this map.
34. Off-site improvement plans shall be approved by Public Works prior to map recordation.
35. 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.
36. Storm Drain construction will be contingent on engineer's drainage study.
37. Removal and/or relocation of existing improvements on Orange Street shall be to Public Works specifications.
38. 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.
39. 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.

Public Utilities – Electric

Prior to Grading and/or Building Permit Issuance:

40. 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.

41. 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 surveyor.
42. 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.
43. Developer is responsible for all trenching, installation of conduit and sub-structures required to provide power to the site.
44. All existing electrical distribution facilities shall be plotted on the original site plan.
45. The location of transformers and electrical rooms shall be plotted on the original site plan.

Public Utilities – Water

46. All water department fees to provide service to new parcels are due prior to recordation of the tract map.
47. All utilities shall be satisfactorily relocated, protected and/or replaced to the specifications of the affected departments and agencies, as required.

**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 No. P17-0533 (TM-37146), a proposal to _____, on the Property located at _____ 1606 Orange Street, APN: 206-152-015 (the "Project").

C. As a condition of approval to Planning Case No. P17-0533 (TM-37146), 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 No. P17-0533 (TM-37146) 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