

PROJECT REPORT

TO: **PLANNING COMMISSION**

AGENDA DATE: March 27, 2024

FROM: **PLANNING & DEVELOPMENTS SERVICES DEPT.**

AGENDA TIME: 9:00 A.M./No.4

PROJECT TYPE: Pacific West Builders, Inc.
Conditional Use Permit (CUP) #24-0001 SUPERVISOR DIST. 2

LOCATION: 1071 Pitzer Rd APN: 054-021-017-000

Heber, CA 92249 PARCEL SIZE: 0.69 Acres

GENERAL PLAN (existing) Heber Specific Plan Area GENERAL PLAN (proposed) N/A

ZONE (existing) R-1 (Low Density Residential Zone) ZONE (proposed) N/A

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

PLANNING COMMISSION DECISION: HEARING DATE: 03/27/2024

APPROVED DENIED OTHER

PLANNING DIRECTORS DECISION: HEARING DATE:

APPROVED DENIED OTHER

ENVIROMENTAL EVALUATION COMMITTEE DECISION: HEARING DATE: N/A
INITIAL STUDY: N/A

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION EIR

DEPARTMENTAL REPORTS / APPROVALS:

PUBLIC WORKS	<input checked="" type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
AG	<input checked="" type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
APCD	<input checked="" type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
E.H.S.	<input checked="" type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
FIRE / OES	<input checked="" type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
OTHER		<u>IID</u>		

REQUESTED ACTION:

IT IS RECOMMENDED THAT YOU CONDUCT A PUBLIC HEARING AND THAT YOU HEAR ALL THE OPPONENTS AND PROPONENTS OF THE PROPOSED PROJECT. STAFF WOULD THEN RECOMMEND THAT YOU APPROVE CUP #24-0001 BY TAKING THE FOLLOWING ACTIONS:

1. FIND THAT CUP #24-0001 IS CATEGORICALLY EXEMPT FROM CEQA PER ARTICLE 19, SECTION 15304 (e) (MINOR TEMPORARY USE OF LAND) AND THAT NO FURTHER ENVIRONMENTAL DOCUMENTATION IS NECESSARY; AND,
2. FIND THAT CUP #24-0001 IS CONSISTENT WITH APPLICABLE ZONING AND BUILDING ORDINANCES; AND
3. APPROVE CUP #24-0001, FOR THE PROPOSED TEMPORARY OFFICE TRAILER AND CONSTRUCTION STORAGE, AND AUTHORIZE THE PLANNING & DEVELOPMENT SERVICES DIRECTOR TO SIGN THE CUP CONTRACT UPON RECEIPT FROM THE PERMITEE.

Imperial County Planning & Development Services Department

801 MAIN ST., EL CENTRO, CA, 92243 442-265-1736,

Jim Minnick, Director of ICPDS

STAFF REPORT
Planning Commission
March 27, 2024
Conditional Use Permit #24-0001

Applicant: Pacific West Builders, INC.
430 E State Street, Suite 100
Eagle, ID 83616

Project Location:

The proposed project site consists of a parcel located at 1071 Pitzer Rd. Heber CA. 92249. This parcel is further identified as Assessor's Parcel Numbers 054-021-017-000; legally described as North 150 Feet of South 300 feet of East 200 feet Block 27 Townsite of Heber 0.69 acres recorded in Book 54, Page 21 of the Final Maps in the office of the County Recorder of Imperial County, State of California, (See Attachment "A" Site Vicinity Map).

Project Summary:

The applicant is proposing a temporary construction office and two storage containers (20 feet x 8 feet) on the subject parcel for a 48-unit affordable multi-family apartments construction project (Heber del Sol Apartments) located north of the project site. The materials that are going to be stored are: small equipment, power tools, hand tools, ladders, building signage, and personal protective safety equipment for workers which includes hard hats, vests, gloves, and goggles. The construction office and construction materials will be removed from the subject parcel once Pacific West Builders Inc. complete construction of the project in an estimated period of 14 months (May 2025).

Land Use Analysis:

Under the Imperial County General Plan, the land use designation for all parcels is Specific Area and the project site is currently zoned as "R-1" (Low Density Residential Zone) per Zoning Map #12A. The Imperial County Title 9 Division 2, Chapter 3, under § 90203.01, A. Minor Conditional Use Permit (CUP-1) on #7... allows for a "Temporary construction and other temporary offices" with an approved Conditional Use Permit. The proposed project is consistent with the County's Ordinance Title 9, Division 2, Chapter 3.

Surrounding Land Uses, Zoning and General Plan Designations:

DIRECTION	CURRENT LAND USE	ZONING	GENERAL PLAN
Project Site	Residential	R-1	Specific
North	CRP Heber del Sol Apartments Family Apartments LP	R-3	Specific
South	Residential	R-1	Specific
East	Residential	R-1	Specific
West	Vacant land	A-2-G-SPA	General Agricultural Zone, Geothermal, Specific Plan Area

Environmental Determination:

After review of the CEQA Guidelines, it has been determined that CUP#24-0001 is categorically exempt from CEQA per Article 19, Section 15304 (e), (Minor temporary use of land); therefore, no further environmental documentation is required by State law.

Staff Recommendation:

Staff recommends that the Planning Commission hold a public hearing, hear all the proponents and opponents of the proposed project, and then take the following actions:

1. Find that CUP #24-0001 is categorically exempt from CEQA per Article 19, Section 15304 (e), (Minor temporary use of land) and that no further environmental documentation is necessary; and,
2. Find that CUP #24-0001 is consistent with applicable Zoning and Building Ordinances; and
3. Approve CUP #24-0001, for the proposed temporary office trailer and construction storage, and authorize the Planning & Development Services Director to sign the CUP contract upon receipt from the permittee.

PREPARED BY: Rocio Yee, Planner I
Planning & Development Services



REVIEWED BY: Michael Abraham, AICP, Assistant Director of
Planning & Development Services



APPROVED BY: Jim Minnick, Director of
Planning & Development Services

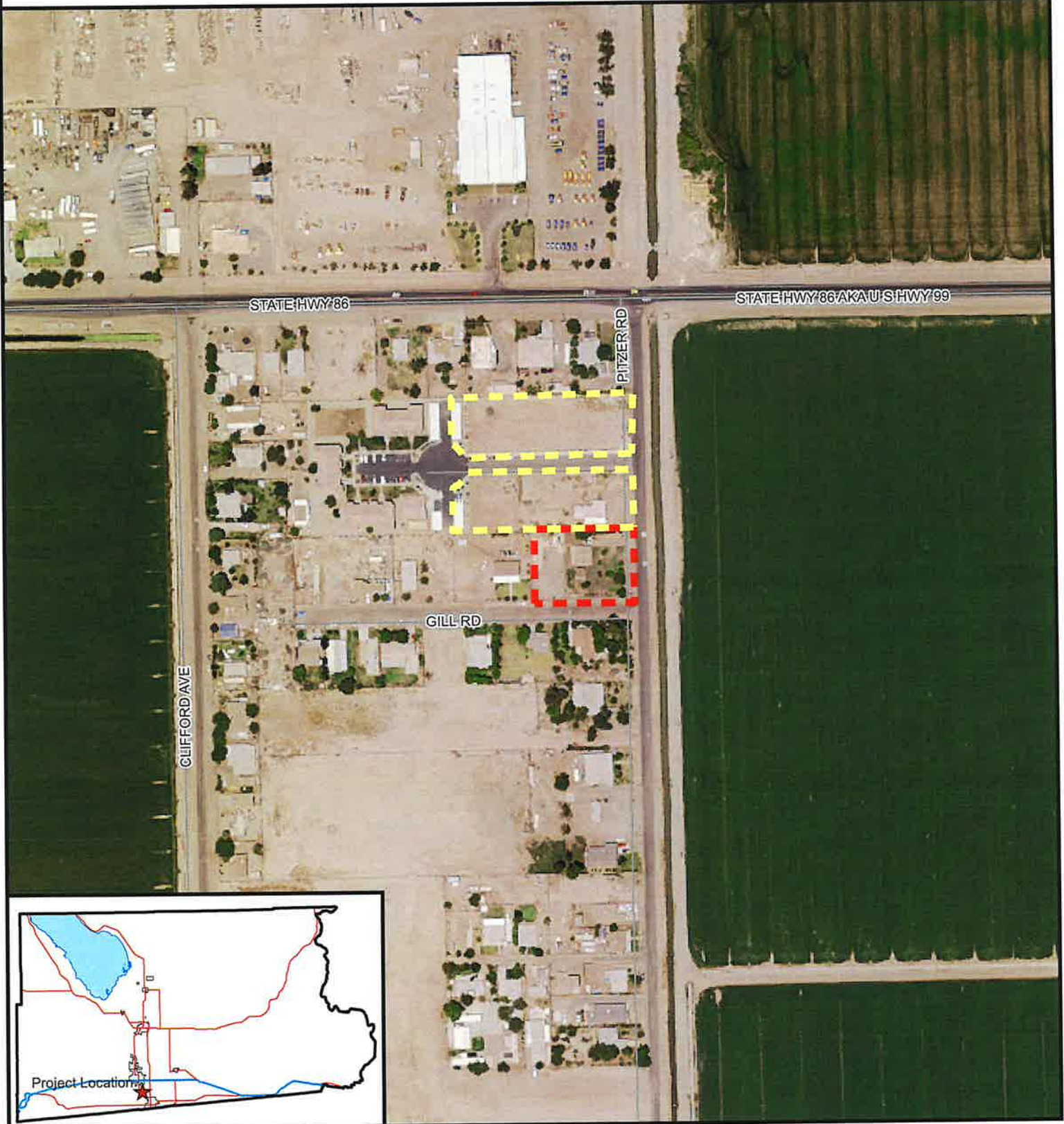


ATTACHMENTS:

- A. Vicinity Map
- B. Site Plan
- C. Resolution & Findings
- D. Conditions of Approval
- E. Application & Supporting Documentation
- F. Comment letters

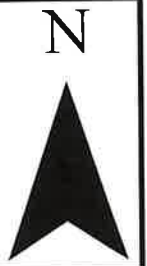
ATTACHMENT "A"
VICINITY MAP

PROJECT LOCATION MAP

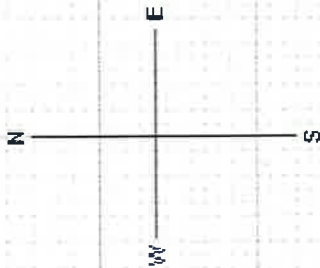


PACIFIC WEST BUILDERS, INC
CUP #24-0001
APN 054-021-017-000

-  Heber Del Sol Family Apartments
-  Project Location
-  Centerline



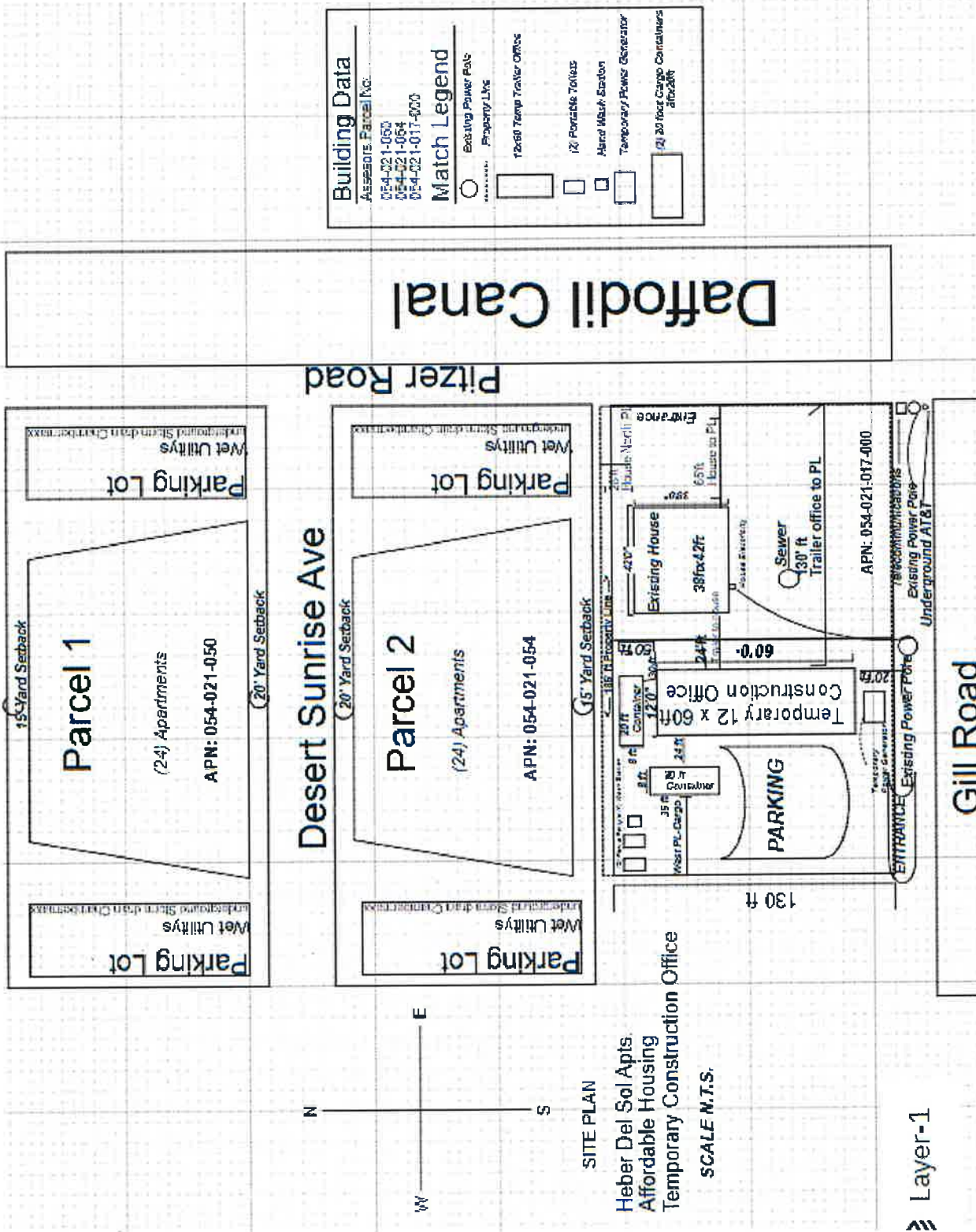
ATTACHMENT "B"
SITE PLAN



SITE PLAN

Heber Del Sol Apts.
Affordable Housing
Temporary Construction Office

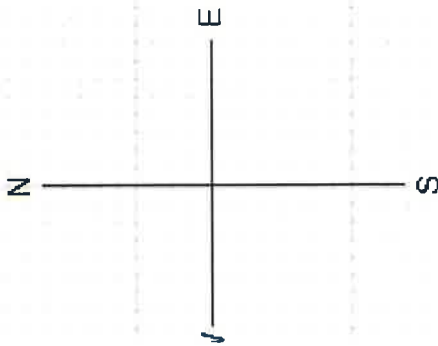
SCALE N.T.S.



Building Data
Assessor's Parcel No:
054-021-050
054-021-054
054-021-017-000

Match Legend
○ Existing Power Pole
Property Line
12x60 Temp Trailer Office
□ Portable Toilet
Hard Wash Station
Temporary Power Generator
□ 20' x 30' Cargo Containers
Attic

Layer-1

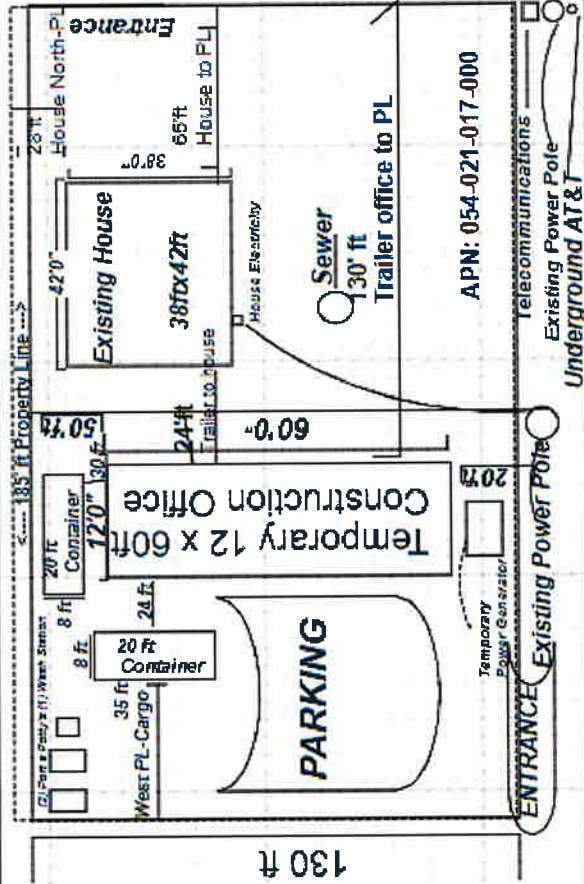
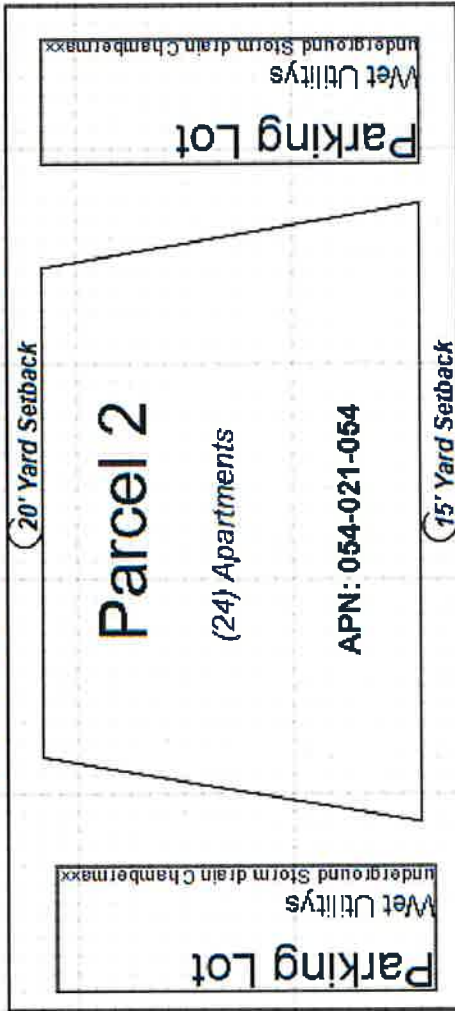


SITE PLAN

leber Del Sol Apts.
 affordable Housing
 temporary Construction Office

SCALE N.T.S.

Desert Sunrise Ave



Pitzer Road

Daffodil Canal

Building Data
 Assessors Parcel No:
 054-021-050
 054-021-054
 054-021-017-000

Match Legend

- Existing Power Pole
- Property Line
- ▭ 12x60 Temp Trailer Office
- ▭ (2) Portable Toilets
- ▭ Hand Wash Station
- ▭ Temporary Power Generator
- ▭ (2) 20 foot Cargo Containers 8ftx20ft



Gill Road

ATTACHMENT "C"
PLANNING COMMISSION
RESOLUTION & FINDINGS

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA TO APPROVE CONDITIONAL USE PERMIT #24-0001 FOR PACIFIC WEST BUILDERS, INC. FOR A TEMPORARY CONSTRUCTION OFFICE/STORAGE.

WHEREAS, Pacific West Builders, Inc. has submitted an application for Conditional Use Permit #24-0001 proposing to develop a temporary construction office and two storage containers (20 feet x 8 feet) for the “Heber del Sol Apartments” construction project located north of the project site; and,

WHEREAS, the project is exempt from the California Environmental Quality Act (CEQA), per government code 15304 (Minor Temporary Use of Land); and,

WHEREAS, public notice of said application has been given, and the Planning Commission has considered evidence presented by the Imperial County Planning & Development Services Department and other interested parties at a public hearing held with respect to this item on March 27, 2024; and

NOW, THEREFORE, the Planning Commission of the County of Imperial **DOES HEREBY RESOLVE** as follows:

SECTION 1. The Planning Commission has considered Conditional Use Permit #24-0001 and the Conditions of Approval prior to making a decision to approve the proposed project; the Planning Commission finds and determines that the Conditional Use Permit and Conditions of Approval are adequate and prepared in accordance with the requirements of the Imperial County General Plan and Land Use Ordinance and the California Environmental Quality Act (CEQA) which analyses environmental effects, based upon the following findings and determinations.

SECTION 2. That in accordance with State Planning and Zoning Law and the County of Imperial Land Use Ordinance, the following findings for the approval of Conditional Use Permit #24-0001 have been made as follows:

A. The proposed use is consistent with the goals and policies of the adopted County General Plan.

The County’s General Plan Land Use Map designates the project site as “Specific”. The project is consistent with the goals and policies of the General Plan.

B. The proposed use is consistent with the purpose of the zone or sub-zone which the use will be used.

The proposed project is consistent with the R-1 zoning district with an approved conditional use permit for a temporary construction office and two storage containers (20 feet x 8 feet) for construction material.

- C. The proposed use is listed as a use within the zone or sub-zone or is found to be similar to a listed conditional use according to the procedures of Section 90203.10.**

The proposed application is for a temporary construction office for up to 14 months. The project is listed as allowed with a Conditional Use Permit under the Imperial County Land Use Ordinance Title 9, Division 2, Chapter 3.

- D. The proposed use meets the minimum requirements of Title 9 applicable to the use and complies with all applicable laws, ordinances and regulations of the County of Imperial and the State of California.**

The conditions of approval will ensure that CUP #24-0001 meets all the applicable minimum requirements of Title 9, and it complies with CEQA and other state laws.

- E. The proposed use will not be detrimental to the health, safety, and welfare of the public or to the property and residents in the vicinity.**

The proposed project (CUP #24-0001) is for a temporary construction office and construction material storage project, which is not expected to be detrimental to the health, safety, and welfare of the public or to the property and residents in the vicinity.

- F. The proposed use does not violate any other law or ordinance.**

CUP #24-0001 which is a temporary construction yard project, does not violate any other law or ordinance because it will be required to be consistent with the County of Imperial Land Use Ordinance (Title 9), CEQA, and any other local, state and federal law.

- G. The proposed use is not granting a special privilege.**

The proposed project is for a temporary construction yard which will be allowed with an approved CUP #24-0001, therefore, allowing the temporary office trailer and cargo container construction storage is not granting a special privilege.

NOW, THEREFORE, based on the above findings, the Planning Commission of the County of Imperial **DOES HEREBY APPROVE** the proposed Conditional Use Permit #24-0001, subject to the attached Conditions of Approval.

Rudy Schaffner, Chairperson
Imperial County Planning Commission

I hereby certify that the preceding resolution was taken by the Imperial County Planning Commission at a meeting conducted on March 27, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Jim Minnick, Director of Planning & Development Services
Secretary to the Planning Commission

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ATTACHMENT "D"

CONDITIONAL USE PERMIT #24-0001

1 Recorded Requested by and
2 When Recorded Return To:

3 _____
4
5 Imperial County
6 Planning & Development Services Department
7 801 Main Street
8 El Centro, California 92243
9 _____

10
11
12 **AGREEMENT FOR**
13 **PACIFIC WEST BUILDERS, INC.**
14 **CONDITIONAL USE PERMIT (CUP) #24-0001**
15 **TEMPORARY CONSTRUCTION OFFICE/STORAGE**
16 **ASSESSOR'S PARCEL 054-021-017-000**
17

18 This Agreement is made and entered into on this _____ day of _____ 2024, by
19 and between Pacific West Builders, Inc. (hereinafter referred to as the "Permittee"), and the
20 COUNTY OF IMPERIAL, a political subdivision of the State of California, (hereinafter
21 referred to as "COUNTY") related to the temporary construction office and two storage
22 containers (20 feet x 8 feet) for up to 14 months.

23 **RECITALS**

24 **WHEREAS**, Permittee is the owner/lessee or successor-in-interest in certain land
25 (project site) in County of Imperial that is legally known as described as N 150 FT OF S 300
26 FT OF E 200 FT BLK 27 TSTE OF HEBER .69 AC; located at **1071 Pitzer Road** , Heber,
27 CA); further identified as Assessor's Parcel Number (APN) 054-021-017-000; in the County
28 of Imperial, State of California, according to map recorded in Book 54, Page 21 of Official
29 maps in the Office of the County Recorder of Imperial County.
30

31 **WHEREAS**, Permittee has applied to the County of Imperial for a Conditional Use
32 Permit (#24-0001) for the development of a temporary construction office/storage for 14
33 months, for the construction project site located north to the property. (Heber del Sol
34 Apartments)

35 **WHEREAS**, The Permittee for project shall fully comply with all of the terms and
36 conditions of the Project as specified hereinafter within this Conditional Use Permit.

GENERAL CONDITIONS:

The "GENERAL CONDITIONS" are shown by the letter "G". These are conditions that are either routinely and commonly included in all Conditional Use Permits as "standardized conditions" and/or are conditions that the Imperial County Planning Commission has established as a requirement on all CUP's for consistent application and enforcement. The Permittee is hereby advised that the General Conditions are as applicable as the SITE SPECIFIC conditions.

G-1 GENERAL LAW:

The Permittee shall comply with all local, state and/or federal laws, ordinances, regulations, and/or standards (LORS) as they may pertain to the Project whether specified herein or not.

G-2 PERMITS/LICENSES:

The Permittee shall obtain any and all local, state and/or federal permits, licenses, and/or other approvals for the construction and/or operation of the Project. This shall include, but not be limited to, local requirements by the Imperial County Public Health Department-Division of Environmental Health (DEH), Imperial County Planning and Development Services Department (ICPDS), Imperial County Air Pollution Control District (ICAPCD), Imperial County Department of Public Works (ICDPW), Imperial County Sheriff/Coroner's office, Imperial County Fire Protection/Office of Emergency Services, and the Imperial Irrigation District (IID) among others. Permittee shall likewise comply with all such permit requirements. Additionally, Permittee shall submit a copy of such additional permits and/or licenses to the Imperial County Planning & Development Services Department within thirty (30) days of receipt, including amendments or alternatives thereto, when requested.

G-3 RECORDATION:

This permit shall not be effective until it is recorded at the Imperial County Recorder's Office, and payment of the recordation fee shall be the responsibility of the Permittee. If the Permittee fails to pay the recordation fee within six (6) months from the date of approval and/or this permit is not recorded within 180 days from the date of approval, this permit shall be deemed null and void, without notice having to be provided to Permittee. Permittee may request in writing an extension by filing such a request with the Imperial County Planning & Development Services Department Director at least thirty (30) days prior to the original 180-day expiration. The Director may approve an extension for a period not to exceed 180 days. An extension may not be granted if the request for an extension is filed after the expiration date.

G-4 CONDITION PRIORITY:

The Project shall be constructed and operated as described in this Conditional Use Permit, the CUP application, the environmental assessment (Mitigated/Negative Declaration/Initial Study), the project description, and as specified in these conditions. Where a conflict occurs, the Conditional Use Permit conditions shall govern and take precedence.

G-5 INDEMNIFICATION:

As a condition of this permit, Permittee agrees to defend, indemnify, hold harmless, and release the County, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the entitlements permit, approvals or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys fees, or expert witness fees that may be asserted by any person or entity, including the Permittee, arising out of or in connection with the approval of this permit, whether there is concurrent, passive or active negligence on the part of the County, its agents, officers, attorneys, or employees. This indemnification shall include Permittee's actions involved in drilling, grading, construction, operation or abandonment of the permitted activities. Permittee further agrees to comply with the terms of the indemnification agreement incorporated by this reference. This indemnification agreement shall be on file with the Imperial County Planning & Development Services Department prior to the recordation of this CUP. Failure to have the agreement on file within sixty (60) days from the date of approval by the Imperial County Planning Commission shall terminate the approval of this CUP. Additionally, failure to provide payment of any fees shall cause Permittee to be in non-compliance with this permit. Upon notification of non-compliance, the County may, at its sole discretion, cease processing, defending any lawsuit or paying for costs associated with this project.

G-6 INSURANCE:

The Permittee and/or Permittee's prime contractor assigned site control during construction, shall secure and maintain liability in tort and property damage, insurance at a minimum of **\$1,000,000** or proof of financial responsibility to protect persons or property from injury or damage caused in any way by construction and/or operation of permitted facilities. The Permittee shall require that proper Workers' Compensation insurance cover all laborers working on such facilities as required by the State of California. The Permittee and/or Permittee's prime contractor assigned site control during construction shall also secure liability insurance and such other insurance as may be required by the State and/or Federal Law. Evidence of such insurance shall be provided as applicable to the County prior to commencement of any activities authorized by this permit, e.g. a Certificate of Insurance is to be provided to the Imperial County Planning & Development Services Department by the insurance carrier and said insurance and certificate shall be kept current for the life of the permitted Project. Certificate(s) of Insurance shall be sent directly to the Imperial County Planning & Development Services Department by the insurance carrier and shall name the Department as a recipient of both renewal and cancellation notices.

G-7 INSPECTION AND RIGHT OF ENTRY:

The County reserves the right to enter the premises to make appropriate inspection(s) and to determine if the condition(s) of this permit are complied with. The owner or operator shall allow an authorized County representative access into the site upon the presentation of credentials and other documents as may be required by law to:

1 1) Enter at reasonable times upon the owner's or operator's premises where a
2 permitted facility or activity is located or conducted, or where records must be kept
3 under the conditions of the permit.

4
5 2) Have access to and copy, at reasonable times, any records that must be kept
6 under the conditions of the permit.

7
8 3) Inspect at reasonable times any facilities, equipment (including monitoring and
9 control equipment), practices, or operations regulated or required under the permit.

10
11 4) Sample or monitor, at reasonable times, for the purpose of assuring permit
12 compliance or, otherwise authorized by law, any substances or parameters at any
13 location.

14
15 **G-8 SEVERABILITY:**

16
17 Should any condition(s) of this permit be determined by a Court or other agency with proper
18 jurisdiction to be invalid for any reason, such determination shall not invalidate the
19 remaining provision(s) of this permit.

20
21 **G-9 PROVISION TO RUN WITH THE LAND/PROJECT:**

22
23 The provisions of this Permit are to run with the land/project and shall bind the current and
24 future owner(s), successor(s)-in-interest, assignee(s) and/or transferee(s) of said Project
25 pursuant to the recordation required by Condition G-3. Permittee shall not without prior
26 notification to the Imperial County Planning & Development Services Department assign,
27 sell or transfer, or grant control of Project or any right or privilege therein granted by this
28 permit. The Permittee shall provide a minimum of thirty (30) day written notice prior to any
29 proposed transfer becoming effective. The permitted use identified herein is limited for use
30 upon the permitted property(-ies) described herein and may not be transferred to any
31 another other parcel(s) without prior approval.

32
33 **G-10 TIME LIMIT:**

34
35 Unless otherwise specified within the specific conditions, this permit shall be limited to a
36 maximum of one (1) year from the approval of the CUP. The CUP could be extended for
37 two (2) successive six (6) month(s) by the Planning Director upon a finding by the Planning
38 & Development Services Department that the project is in full and complete compliance with
39 all conditions of the CUP and any applicable land use regulation(s) of the County of
40 Imperial. Unless specified otherwise herein no conditional use permit shall be extended for
41 more than two (2) consecutive periods. If an extension is necessary, the Permittee shall file
42 a written extension request with the Imperial County Planning & Development Services
43 Department Director at least sixty (60) days prior to the expiration date of the permit, and
44 the extension request shall include the appropriate extension fee. An extension request
45 shall only be considered by the approving body, after a noticed public hearing. An extension
46 may not be granted if the Project is in violation of any one or all of the conditions or if there
47 is a history of non-compliance with the permit conditions.

48
49 **G-11 COST:**

1 The Permittee shall pay any and all amounts determined by the County of Imperial to defray
2 any and all cost(s) for the review of reports, field investigations, monitoring, and other
3 activities directly related to the enforcement/monitoring for compliance of this Conditional
4 Use Permit, County Ordinance or any other applicable law. All County Departments, directly
5 involved in the monitoring/enforcement of this permit may bill Permittee under this provision;
6 however, said billing shall only be through and with the approval of the Imperial County
7 Planning & Development Services Department. All County staff time will be billed on a time
8 and materials basis. Failure by Permittee to provide any payment required of Permittee to
9 the County in the CUP shall cause Permittee to be in non-compliance of the CUP. Upon
10 Permittee being in such noncompliance, County may, at its sole discretion, cease
11 processing, defending any lawsuit or paying for costs associated with the Project.

12
13 **G-12 REPORTS/INFORMATION:**
14

15 If requested by the Imperial County Planning & Development Services Department Director,
16 Permittee shall provide any such documentation/report as necessary to ascertain
17 compliance with the Conditional Use Permit. The format, content and supporting
18 documentation shall be as required by the Imperial County Planning & Development
19 Services Director.

20
21 **G-13 DEFINITIONS:**
22

23 In the event of a dispute over the meaning(s) or intent of any word(s), phrase(s) and/or
24 conditions or sections herein, the correct meaning(s) or intent shall be determined by the
25 Planning Director of the County of Imperial. His determination shall be final unless an
26 appeal is made to the Planning Commission ten (10) days from the date of his decision.

27
28 **G-14 SPECIFICITY:**
29

30 The issuance of this permit does not authorize the Permittee to construct or operate the
31 Project in violation of any state, federal, or local law nor beyond the specified boundaries of
32 the Project as shown the application/project description/permit, nor shall this permit allow
33 any accessory or ancillary use not specified herein. This permit does not provide any
34 prescriptive right or use to the Permittee for future addition and or modifications to the
35 Project.

36
37 **G-15 NON-COMPLIANCE (ENFORCEMENT & TERMINATION):**
38

39 Should the Permittee violate any condition herein, the County shall give written notice of
40 such violation and actions required of Permittee to correct such violation. If Permittee does
41 not act to correct the identified violation within sixty (60) days after written notice, County
42 may revoke the CUP. If Permittee pursues correction of such violation with reasonable
43 diligence, the County may extend the cure period. Upon any such revocation, the County
44 may, at its sole discretion, cease processing, defending any lawsuit or paying for costs
45 associated with the Project.

46
47 **G-16 PERMITS OF OTHER AGENCIES INCORPORATED:**
48

1 Permits granted by other governmental agencies in connection with the Project are
2 incorporated herein by reference. The County reserves the right to apply conditions of those
3 permits, as the County deems appropriate and subject to its having jurisdiction; provided
4 however, that enforcement of a permit granted by another governmental agency shall
5 require written concurrence by the respective agency. Permittee shall provide to the County,
6 upon request, copies and amendments of all such permits.

7
8 **G-17 HEALTH HAZARD:**

9
10 The Permittee shall not knowingly construct, operate, remove, or dispose of any materials
11 that have been determined to be unsafe, contaminated or dangerous to the public by the
12 Federal, State or Local governments of the United States. If Federal, State, and or County
13 Health Officer reasonably determines that a significant health hazard exists to the public,
14 the Health Officer may require appropriate measures and the Permittee shall implement
15 such measures to mitigate the health hazard. If the hazard to the public is determined to be
16 imminent, such measures may be imposed immediately and may include temporary
17 suspension of permitted activities. The measures imposed by the County Health Officer
18 shall not prohibit the Permittee from requesting a special Imperial County Planning
19 Commission hearing, provided the Permittee bears all related costs.

20
21 **G-18 APPROVALS AND CONDITIONS SUBSEQUENT TO GRANTING PERMIT:**

22
23 Permittee's acceptance of this permit shall be deemed to constitute agreement with the
24 terms and conditions contained herein. Where a requirement is imposed in this permit that
25 Permittee conduct a monitoring program, and where the County has reserved the right to
26 impose or modify conditions with which the Permittee must comply based on data obtained
27 there from, or where the Permittee is required to obtain additional conditional use permits for
28 County approval for subsequent activities, and disagreement arises, the Permittee, operator
29 and/or agent, the Imperial County Planning & Development Services Department Director or
30 other affected party, as determined by the Imperial County Planning & Development
31 Services Department Director, may request a hearing before the Imperial County Planning
32 Commission. Upon receipt of a request, the Imperial County Planning Commission shall
33 conduct a hearing and make a written determination. The Imperial County Planning
34 Commission may request support and advice from a technical advisory committee. Failure
35 of the Imperial County Planning Commission to act shall constitute endorsement of staff's
36 determination with respect to implementation.

37
38 **G-19 RESTORATION SURETY:**

39
40 The Permittee shall restore the site upon which the project is located back to its original
41 conditions or better. To ensure that restoration is completed, the Permittee shall provide a
42 security that is in conformance with the County's Financial Assurance Guideline, is
43 acceptable to the Office of County Counsel, and in an amount not exceeding \$15,000. The
44 security shall remain in effect until the project is completely removed, and the site has been
45 fully restored to its original condition or better.

46
47 (TOTAL "G" CONDITIONS IS 19)
48
49

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10 **SITE SPECIFIC CONDITIONS:**

11
12 **S-1 PROJECT DESCRIPTION:**

13
14 The permittee shall only install and operate the temporary construction office two 20-foot
15 storage containers for the duration of the Heber Del Sol affordable housing construction
16 project located up north the property, for up to 14 months, in compliance with the Imperial
17 County General Plan, Land Use Ordinance and all other applicable local, state, and federal
18 laws, ordinances, regulations, and standards.

19
20 The project includes the following actions:

- 21
22 1) Installation of one (1) Office Trailer for Contractor's administration
23
24 2) Installation of two (2) storage containers (20 feet x 8 feet) for construction material.
25
26
27

28 **S-2 AESTHETICS:**

29
30 The applicant shall comply with the Imperial County Title 9 Land Use Ordinance Section
31 90301.02k, which states "...all exterior lighting shall be shielded and directed away from
32 adjacent properties and away from or shielded from public roads..."

33 **S-3 COMMENCEMENT OF WORK:**

34
35 Permittee shall commence construction of the permitted activities or provide substantial
36 evidence of substantial progress within twenty-four (24) months from the effective date of
37 this permit, i.e. recordation date. Permittee may request an extension not to exceed twelve
38 (12) months, which may be granted by the Imperial County Planning & Development
39 Services Department Director if permittee can show necessity.
40

41 **S-4 PERMITS:**

42
43 The Permittee shall secure all necessary building permits and other required permits from
44 the Planning & Development Services Department and other applicable
45 Departments/Agencies for utilities and installation of the additional structures.
46

47 **S-5 ENVIRONMENTAL HEALTH:**

- 1
- 2 1. The Permittee shall obtain a permit for a wastewater holding tank from the Imperial
- 3 County Office of Environmental Health.
- 4
- 5 2. The Permittee shall contact the local Certified Unified Program Agency (CUPA) to verify
- 6 if a hazardous materials business plan will need to be filed with them for the site.
- 7

8 **S-6 CONSTRUCTION STANDARDS:**

9

10 The any structures shall be built in accordance with the California Building Code

11 requirements applicable to "Seismic Category D". All structures and facilities shall be

12 designed in accordance with the publication entitled "Recommended Lateral Force

13 Requirements and Commentary by the Structural Engineers Association of California". The

14 structural components of the permitted facilities shall be reviewed by the Imperial County

15 Building Official/Planning & Development Services Department Director. Applicable building

16 permits shall be procured from the County for facilities prior to commencement of

17 construction of such facilities.

18

19

20 **S-7 EMERGENCY RESPONSE/ACTION PLAN:**

21

22 The Permittee shall prepare an Emergency Response/Action Plan that has been approved

23 by the Imperial County Fire/OES Department, and the Local Enforcement Agency. Any

24 hazardous materials storage areas shall be designed with curbs or other containment

25 measures, e.g. double-walled storage tanks, to contain spills and leaks and if on-site

26 hazardous materials exceed 55 gallons, a "Hazardous Material Management Plan" shall be

27 prepared and approved by the County LEA and CUPA.

28

29 **S-8 ODOR CONTROL:**

30

31 The Permittee shall control all odor-causing, harmful, noxious emissions to insure that

32 quantities or air contaminants released as a result of the permitted facilities do not exceed

33 County, State or Federal standards, nor constitute a public nuisance, per the Land Use

34 Ordinance, Division 13, Enforcement, Chapter 2, Abatement of Nuisances, Sections

35 91302.00 through 91301.02.

36

37 **S-9 PLAN APPROVALS:**

38

39 Permittee shall submit to the Imperial County Planning & Development Services

40 Department, architectural, landscaping and lighting plans prior to construction of any

41 applicable facilities to include painting of structures, planting of trees and/or vegetation, and

42 the Permittee shall receive all approvals prior to commencing construction of the applicable

43 permitted facilities. Approval shall not be unreasonably withheld so long as the plans are

44 consistent with applicable Land Use Ordinance requirements.

45

46 **S-10 PROJECT DESIGN:**

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48 All facility access and parking areas shall be constructed to the standards of the Imperial

49 County Land Use Ordinance.

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S-11 REPORTING AND MONITORING:

The Permittee shall furnish to the County, yearly, any relevant reports/information which the County requires for monitoring purposes to determine whether cause exists for revoking this permit, or to determine compliance with this permit. The Permittee shall submit all required reports to the Imperial County Planning & Development Services Department Director at 801 Main Street, El Centro, CA 92243.

S-12 MAINTENANCE:

The premises shall be maintained in a good, clean, orderly manner, free of any debris, junk materials, or unsightly plant material, such as weeds, fallen branches, wood pilings or overgrown grass. All walls, fences, and landscaping shall be maintained in a clean, safe and sound condition at all times.

S-13 SPILLS AND RUNOFF:

The Permittee shall design and construct the permitted facilities to prevent spills off- site to adjacent properties and to prevent runoff from any source being channeled or directed in an unnatural way so as to cause erosion, siltation, or other detriments pursuant to the approved SWPP.

S-14 ACCEPTANCE:

Acceptance of this permit shall be deemed to constitute agreement by Permittee with all terms and conditions herein contained.

(TOTAL "S" CONDITIONS ARE 14)

NOW THEREFORE, County hereby issues the Conditional Use Permit #24-0001 and Permittee hereby accepts such permit upon the terms and conditions set forth herein.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first written.

PERMITTEE:

Pacific West Builders, Inc.

BY: _____

DATE _____

COUNTY OF IMPERIAL, a political subdivision of the STATE OF CALIFORNIA:

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BY: _____
JAMES A. MINNICK, Director
Planning & Development Services
Department

DATE

S:\AllUsers\APN\054\021\017\CUP24-0001\PC\CUP24-0001 CONDITIONS OF APPROVAL.doc

FOR PERMITTEES NOTARIZATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF IMPERIAL } S.S.

On _____ before me, _____, a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

FOR COUNTY NOTARIZATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF IMPERIAL } S.S.

On _____ before me, _____, a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

ATTACHMENT "E"
APPLICANT SUBMITTAL

CONDITIONAL USE PERMIT

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (442) 265-1736

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME <u>Elias Echeverria</u>	EMAIL ADDRESS <u>elias@agforcepacking.com</u>	
2. MAILING ADDRESS (Street / P O Box, City, State) <u>1071 Pitzer Rd. Heber CA.</u>	ZIP CODE <u>92249</u>	PHONE NUMBER <u>442 367-9902</u>
3. APPLICANT'S NAME <u>PACIFIC WEST BUILDERS DBA IDAHO BUILDERS INC</u>	EMAIL ADDRESS <u>FEDERICO@TPC HOUSING.COM</u>	
4. MAILING ADDRESS (Street / P O Box, City, State) <u>430 E STATE STREET, SUITE</u>	ZIP CODE	PHONE NUMBER
4. ENGINEER'S NAME	CA. LICENSE NO.	EMAIL ADDRESS
5. MAILING ADDRESS (Street / P O Box, City, State)	ZIP CODE	PHONE NUMBER
6. ASSESSOR'S PARCEL NO. <u>054-021-017-000</u>	SIZE OF PROPERTY (in acres or square foot) <u>.69 ACRES</u>	ZONING (existing) <u>R1</u>
7. PROPERTY (site) ADDRESS <u>1071 Pitzer Rd. Heber CA, 92249</u>		
8. GENERAL LOCATION (i.e. city, town, cross street) <u>Heber CALIFORNIA</u>		
9. LEGAL DESCRIPTION <u>N 150 FT OF S 300 FT OF E 200 FT BLK 27 T5TE</u>		

PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED)

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail) <u>LEASING PORTION OF PROPERTY TO PLACE PWB TEMPORARY CONSTRUCTION OFFICE AND TWO CARGO CONTAINERS FOR STORAGE, NOT BUILDING ON THIS SITE.</u>	
11. DESCRIBE CURRENT USE OF PROPERTY	
12. DESCRIBE PROPOSED SEWER SYSTEM	
13. DESCRIBE PROPOSED WATER SYSTEM	
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	
15. IS PROPOSED USE A BUSINESS? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE?

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT

Elias Echeverria 02/29/24
Print Name Date
[Signature]
Signature
FEDERICO CORRAL 02/29/24
Print Name Date
[Signature]
Signature

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	_____
B. FEE	_____
C. OTHER	_____
D. OTHER	_____

APPLICATION RECEIVED BY: <u>ROCIO YEE</u>	DATE: <u>02/29/24</u>	REVIEW / APPROVAL BY
APPLICATION DEEMED COMPLETE BY: _____	DATE: _____	<input type="checkbox"/> OTHER DEPT'S required
APPLICATION REJECTED BY: _____	DATE: _____	<input type="checkbox"/> P.W.
TENTATIVE HEARING BY: _____	DATE: _____	<input type="checkbox"/> E.H.S.
FINAL ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE: _____	<input type="checkbox"/> A.P.C.D.
	DATE: _____	<input type="checkbox"/> O.E.S.
	DATE: _____	<input type="checkbox"/> _____
	DATE: _____	<input type="checkbox"/> _____

CUP #
24-0001



Ph: 208.461.0022 // Fax: 208.461.0033 // 430 E. State Street, Ste. 100 // Eagle, ID 83616 // www.tpchousing.com

February 29, 2024

Imperial County Planning and Development Services
801 Main Street
El Centro, CA 92243

Attn: Office of Imperial County Planning and Development,

Please accept this description letter in supplement to our request and application for a Conditional Use Permit to locate a temporary mobile office trailer and storage containers at 1071 Pitzer Road under APN: 054-021-017-000.

Pacific West Builders, Inc. intends on utilizing the proposed property to house a temporary construction office trailer and two 20-foot storage containers for the duration of the Heber Del Sol affordable housing construction project.

Due to the limited space on each parcel that requires simultaneous activity, development of new infrastructure, utilities, and the large underground ChamberMaxx stormwater infiltration system; as well as the requirement to maintain road access between the two parcels for the residents that occupy the Desert Sunrise Apartments; PWB is challenged to place a trailer on the areas of land where the project is being built, without frequently having to move it.

Due to these logistic factors, we are requesting permission to utilize the proposed space as a temporary location for our office trailer and storage containers. Our containers will be used to store the following: small equipment, power tools, hand tools, ladders, building signage, and personal protective safety equipment (PPE) for workers which includes hard hats, vests, gloves and goggles.

The duration of this project is estimated to be around 14 months, although this timeframe may be subject to change based on various factors. Depending on the specific activities and time of year (in consideration of the heat); hours of construction operations would vary from 6:30 AM to 6:00 PM. We assure you that no noise disturbances will occur before 7 am, adhering to County ordinances and in respect of the surrounding community. Under special circumstances, an exception may be requested by our team; but expect these to be at a minimum over the course of construction. We understand the importance of complying with all regulations and guidelines set forth by the County, and we are committed to working closely with your department to ensure full compliance throughout the duration of our project.

We appreciate your time and consideration and look forward to receiving approval for the use of the proposed property.

Respectfully,

A handwritten signature in black ink that reads "Jody Wilson".

Jody Wilson, Project Manager
Pacific West Builders, Inc.

IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at IMPERIAL California on FEBRUARY 27, 2024

APPLICANT

Name: Elias Echeverria

By _____

Title OWNER

Mailing Address:

1071 Pitzer Rd
Heber, CA 92244

REAL PARTY IN INTEREST

(If different from Applicant)

Name Federico Corral

By Pacific West Builders

Title Construction Assistant

Mailing Address:

195 Desert Sunrise AVE
Heber CA 92244

ACCEPTED/RECEIVED BY ROCIO YEE  Date 02/27/24

PROJECT ID NO _____ APN 054-021-017

S:\FORMS_LISTS\General Indemnification FORM 041516.doc



Ph: 208.461.0022 // Fax: 208.461.0033 // 430 E. State Street, Ste. 100 // Eagle, ID 83616 // www.tpchousing.com

02/26/2024

To Whom It May Concern,

Pacific West Builders, Inc hereby authorizes Mr. Federico Corral to act for and on behalf of the company in handling all matters relating to the conditional permit.

Respectfully,

Jody Wilson
Pacific West Builders, Inc.

A handwritten signature in black ink that reads "Jody Wilson". The signature is written in a cursive style and is underlined with a solid black line.

OWNER'S AFFIDAVIT

In the event the applicant is not owner, the following shall be signed and acknowledge by the owner.

Permission is hereby granted to Pacific West Builders DBA Idaho Pacific West Builders Inc to apply for this
(Lessee, Tenant, Contractor-Specify)

Land Use - Temporary Mobile Office on the described property located at address
(State permit type clearly i.e. building, land used)

1071 Pitzen Rd, Heber, CA 92249 Further identified by Assessor's Parcel Number

(APN) 054-021-017-000 is hereby granted.

[Signature]
OWNER (SIGNATURE)

Elias Echeverria
OWNER (TYPED OR PRINT)

1071 Pitzen Rd. Heber. CA 92249
OWNER'S ADDRESS

2/26/2024
DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Imperial } S.S.

On Feb. 26, 2024 before me, Hilda Lopez Flores "Notary Public" personally appeared Elias Echeverria, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Signature] (Seal)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document Owner's Affidavit
Number of Pages 1 Date of Document 2-26-2024
Signer(s) Other Than Named Above _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2.13.2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services 100 Pine Street (suite 1100) San Francisco, CA 94111	CONTACT NAME: Jamie Taylor	
	PHONE (A/C, No, Ext): (415) 793-9023	FAX (A/C, No):
INSURED Pacific West Builders, Inc. 430 E. State Street (Suite 100) Eagle, ID 83616	E-MAIL ADDRESS: jamie.taylor@alliant.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC #: 02257
	INSURER B: ACE Property & Casualty Insurance Company	20899
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	HDO G72472664	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 Gen Agg \$ 30,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	XSL G47321773	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 25,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$ 0	Y	Y	XCQ G7254096 01	10/1/2021	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Gen Agg \$ 75,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C67802287	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Heber Del Sol Family Apartments 194 & 195 Desert Sunrise Ave Heber, CA 92249
Named Insured: CRP Heber Del Sol Family Apartments LP

CERTIFICATE HOLDER I.C. Planning & Development Services Department 801 Main Street El Centro, CA 92243	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jamie Taylor</i>

ATTACHMENT "F"
COMMENT LETTERS



IID

A century of service.

www.iid.com

Since 1911

March 11, 2024

Ms. Rocio Yee
Planner I
Planning & Development Services Department
County of Imperial
801 Main Street
El Centro, CA 92243

RECEIVED

By Imperial County Planning & Development Services at 11:49 am, Mar 11, 2024

SUBJECT: Pacific West Builders, Inc. Temporary Construction Facilities; CUP24-0001

Dear Ms. Yee

On March 1, 2024, the Imperial Irrigation District received from the Imperial County Planning & Development Services Department, a request for agency comments on Conditional Use Permit No. 24-0001. The applicant, Pacific West Builders, Inc.; proposes to locate a temporary construction office trailer and two (2) 20-ft. storage containers at 1071 Pitzer Road in Heber, CA (APN 053-021-017) for the duration of the Heber Del Sol housing project which is estimated to be about 14 months.


The IID has reviewed the application and has the following comments:

1. If the proposed communication tower requires electrical service, the applicant should be advised to contact Joel Lopez, IID project development planner senior, at 760-482-3444 or e-mail Mr. Ramirez at JFLopez@IID.com to initiate the customer service application process. In addition to submitting a formal application (available for download at the district website <http://www.iid.com/home/showdocument?id=12923>), the applicant will be required to submit an AutoCAD file of site plan, approved electrical plans, electrical panel size and panel location, operating voltage, electrical loads, project schedule, and the applicable fees, permits, easements and environmental compliance documentation pertaining to the provision of electrical service to the project. The applicant shall be responsible for all costs and mitigation measures related to providing electrical service to the project.
2. Electrical capacity is limited in the project area. A circuit study may be required. Any system improvements or mitigation identified in the circuit study to enable the provision of electrical service to the project shall be the financial responsibility of the applicant.
3. Applicant shall provide a surveyed legal description and an associated exhibit certified by a licensed surveyor for all rights of way deemed by IID as necessary to accommodate the project electrical infrastructure. Rights-of-Way and easements shall be in a form acceptable to and at no cost to IID for installation, operation, and maintenance of all electrical facilities.

4. The application does not state where the proposed facilities will be receiving their potable water. Although the township of Heber, CA is close to the site and could provide potable water, there are no Safe Drinking Water Service Provider accounts for this parcel.
5. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion are available at <https://www.iid.com/about-iid/departments-directory/real-estate>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements. No foundations or buildings will be allowed within IID's right of way.
6. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, water deliveries, canals, drains, etc.) need to be included as part of the project's California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully analyzed. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

Should you have any questions, please do not hesitate to contact me at 760-482-3609 or at dvargas@iid.com. Thank you for the opportunity to comment on this matter.

Respectfully,



Donald Vargas
Compliance Administrator II

Jamie Asbury – General Manager
Mike Pacheco – Manager, Water Dept.
Matthew H Smelser – Manager, Energy Dept.
Paul Rodriguez – Deputy Manager, Energy Dept.
Geoffrey Holbrook – General Counsel
Michael P. Kemp – Superintendent General, Fleet Services and Reg. & Environ. Compliance
Laura Cervantes. – Supervisor, Real Estate
Jessica Humes – Environmental Project Mgr. Sr., Water Dept.