

DRAFT

ATTACHMENT "A" List of Conditions for SPRR26-00003

Approval Date: June 03, 2026
Effective Date: June 16, 2026
Expiration Date: June 16, 2029

This list of conditions applies to: Consideration of Revised Site Plan Review SPRR26-00003 to establish a dog kennel which will be limited to boarding a maximum of 20 small and medium size dogs on 1.03 acres within the Limited Agriculture (A1) zone located at 10858 Sixth Ave (Applicant: Tonette Taylor; APN: 0414-141-02)

The use shall not be established until all conditions of this land use approval application have been met. This approved land use shall become null and void if all conditions have not been completed by the expiration date noted above. Extensions of time may be granted upon submittal of the required application and fee prior to the expiration date.

(Note: the "COMPLETED" and "COMPLIED BY" spaces are for internal City use only).

ADDITIONAL CONDITIONS

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

CONSTRUCTION PLANS. Five complete sets of construction plans prepared and wet stamped by a California licensed Civil or Structural Engineer or Architect shall be submitted to the Building Division with the required application fees for review. (B)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

INDEMNIFICATION(1). To the furthest extent allowed by law, Applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third-Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties, or (ii) a governmental body, agency or official other than the City, that: (a) challenges or contests any or all of these Conditions of Approval or any approval associated with entitlements associated with the project to which these conditions of approval apply (collectively "Approvals"); or (b) claims or alleges a violation of CEQA or another law in connection with the Approvals by the City, or the grant, issuance or approval by the City of any or all Approvals. Applicant's obligations under this paragraph shall apply regardless of whether City or any of its officers, officials, employees, consultants, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this section shall survive any termination, revocation, overturn, or expiration of an approval. (P)

COMPLETED

COMPLIED BY

INDEMNIFICATION(2). Nothing in this condition shall obligate

NOT IN COMPLIANCE

the City to defend any claim and the City shall not be required to pay or perform any settlement arising from any such claim unless the City approves the settlement in writing. Additionally, the City shall not be prohibited from independently defending any claim, and whether or not the City does decide to independently defend a claim, the applicant shall be responsible for City's attorneys' fees, expenses of litigation, and costs for that independent defense, including the costs of preparing any required administrative record. Unless the City independently chooses to defend any Third Party Action on its behalf, Applicant shall control the conduct of the defense of any claim or action provided that: (1) the City shall have the right, prior to filing, to review and approve any and all pleadings or related documents filed with the court in connection with such defense and Applicant shall reimburse the City for review time for each draft brief or pleading to be filed on behalf of the City; and (2) the City shall review and reasonably approve any proposed settlement. The Applicant acknowledges that the City is not obligated to approve a proposed settlement requiring the City to pay or incur any monetary amount, take a future legislative action, render a future quasi judicial decision, or otherwise take a future discretionary government action. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

INDEMNIFICATION(3). The City may, at any time, require the applicant to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of processing or defending any Third-Party Actions. The City shall provide Applicant with an invoice detailing all reasonable costs incurred. Applicant shall tender to the City payment in full of all reasonable and necessary costs within thirty (30) days from the date upon the invoice. Applicant further acknowledges and agrees that failure to timely tender payment in full to the City shall be considered a breach and non compliance with the conditions of approval for the project. Applicant shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant as noted herein. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

EXPIRATION OF ENTITLEMENT. Unless the applicant has obtained approval and final sign-off of a building permit, this approval shall expire three (3) years from the date of action of the reviewing authority. An extension of time may be granted pursuant to Municipal Code Section 16.12.060 if the applicant files an application and written request for an extension prior to the expiration of the permit. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

FENCING. The kennel building and the areas for outdoor play shall be enclosed with fencing to prevent dogs from existing the facility. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

KENNEL BUILDING. The owner shall ensure that the kennel building is kept organized, clean, and in good working condition. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

COMMERCIAL ANIMAL FACILITIES. The owner shall ensure compliance with all requirements of Chapter 6.12 of the Hesperia Municipal Code titled Commercial Animal Facilities. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

BUSINESS OPERATIONS. The facility shall be limited to boarding a maximum of 20 dogs, consisting only of small or medium sized dogs weighing under 30 pounds. The applicant/owner shall only accept drop-off and pick-up of dogs between the hours of 7 a.m. and 8 p.m. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

NUISANCE. Should the City receive multiple verifiable complaints regarding nuisance conditions such as odors or barking dogs, the City will review the issue(s) and the approval for possible modifications to the operation. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

KENNEL ACCESS. The applicant shall not allow public access to the kennel building in order to protect animal welfare, maintain site security and minimize noise and disturbances. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

PARKING. Customer's shall be allowed short-term parking in order to drop-off/pick up their dog(s) and to complete business transactions with applicant.

CONDITIONS REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

COUNTY FIRE REQUIREMENTS. The applicant shall satisfy all requirements of the San Bernardino County Fire Department prior to occupancy. (F)

NOTICE TO DEVELOPER: IF YOU NEED ADDITIONAL INFORMATION OR ASSISTANCE REGARDING THESE CONDITIONS, PLEASE CONTACT THE APPROPRIATE DIVISION LISTED BELOW:

- (B) Building Division** 947-1300
- (E) Engineering Division** 947-1476
- (F) Fire Prevention Division** 947-1603
- (P) Planning Division** 947-1200
- (RPD) Hesperia Recreation and Park District** 244-5488