

# DRAFT

## ATTACHMENT "A" List of Conditions for SPRR25-00007

Approval Date: May 20, 2026  
Effective Date: June 02, 2026  
Expiration Date: May 20, 2029

This list of conditions applies to: Consideration of Site Plan Review Revision SPRR25-00007 to construct a patio with outdoor seating at an existing restaurant (Pancho's Authentic Mexican and Salvadorian Restaurant) within the Neighborhood Commercial (NC) zone of the Main Street and Freeway Corridor Specific Plan on 0.23 acres located at 16082 Main Street\_(Applicant: Delmy Hernandez; APN: 0413-043-26)

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).

### CONDITIONS REQUIRED AS PART OF SUBMITTAL OF PUBLIC IMPROVEMENT PLANS

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

BUILDING 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**  
NOT IN COMPLIANCE

**COMPLIED BY**

INDEMNIFICATION(2). Nothing in this condition shall obligate 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**  
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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)

**CONDITIONS REQUIRED PRIOR TO GROUND DISTURBING ACTIVITY**

**COMPLETED**  
NOT IN COMPLIANCE

**COMPLIED BY**

DESIGN FOR REQUIRED IMPROVEMENTS. Improvement plans for off-site and on-site improvements shall be consistent with the plans approved as part of this site plan review application with the following revisions made to the improvement plans: (E, P)

- A. The air conditioning unit located within the front patio area shall be relocated and screened from public view.
- B. The existing shipping container shall be removed from the property prior to the issuance of any building permits or occupancy approvals.

**CONDITIONS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE**

COMPLETED  
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COMPLIED BY

CONSTRUCTION WASTE. The developer or builder shall contract with the City's franchised solid waste hauler to provide bins and haul waste from the proposed development. At any time during construction, should services be discontinued, the franchise will notify the City and all building permits will be suspended until service is reestablished. The construction site shall be maintained and all trash and debris contained in a method consistent with the requirements specified in Hesperia Municipal Code Chapter 15.12. All construction debris, including green waste, shall be recycled at Advance Disposal and receipts for solid waste disposal shall be provided prior to final approval of any permit. (B)

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

DEVELOPMENT FEES. The Developer shall pay required development fees as follows:

A. School Fees (B)

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

AQMD APPROVAL. The Developer shall provide evidence of acceptance by the Mojave Desert Air Quality Management District. (B)

**CONDITIONS REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY**

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

DEVELOPMENT FEES. The Developer shall pay required development fees as follows:

A. Development Impact Fees (B)

B. Utility Fees (E)

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

TENANT IMPROVEMENTS. Prior to occupancy and commencement of operations, the applicant/tenant shall submit professionally prepared plans for review and obtain all required building permits for any proposed tenant improvements and complete all work in compliance with applicable Building and Safety codes, including but not limited to structural, electrical, plumbing, mechanical, fire, and accessibility requirements. All improvements shall be subject to review, inspection, and approval by the Building and Safety Division. A final inspection and approval shall be obtained prior to issuance of a Certificate of Occupancy or authorization to operate.

A. A permit will be required for the after the fact wall.

B. A tenant improvement plan will be required to be submitted to permit any addition/alteration to the building, mechanical, electrical, and plumbing systems. It shall also demonstrate compliance with accessibility requirements.

COMPLETED  
NOT IN COMPLIANCE

COMPLIED BY

UTILITY CLEARANCE AND C OF O. The Building Division will provide utility clearances on individual buildings after required permits and inspections and after the issuance of a Certificate of Occupancy on each building. Utility meters shall be permanently labeled. Uses in existing buildings currently

served by utilities shall require issuance of a Certificate of Occupancy prior to establishment of the use. (B)

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**COMPLIED BY**

ON SITE IMPROVEMENTS. All on site improvements as recorded in these conditions, and as shown on the approved site plan shall be completed in accordance with all applicable Title 16 requirements. The building shall be designed consistent with the design shown upon the approved materials board and color exterior building elevations identified as Exhibit A. Any exceptions shall be approved by the Director of Development Services. (P)

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

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