

PROJECT REPORT

TO: PLANNING COMMISSION

AGENDA DATE: December 13, 2023

FROM: PLANNING & DEVELOPMENT SERVICES DEPT. AGENDA TIME 9:00 AM/No.2

PROJECT TYPE: Clubhouse Plot Study IID Water Wells - CUP #23-0002 SUPERVISOR DIST: #4

LOCATION: 2902 Crystal Lake Ave APN: 008-010-006

Salton City, CA 92274 PARCEL SIZE: Approx. 254 acres

GENERAL PLAN (existing) West Shore\Salton City Urban Area Plan Recreational/Open Space GENERAL PLAN (proposed) N/A

ZONE (existing) S-1 (Open Space/Recreation) ZONE (proposed) N/A

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

PLANNING COMMISSION DECISION: HEARING DATE: December 13, 2023

APPROVED DENIED OTHER

PLANNING DIRECTORS DECISION: HEARING DATE: _____

APPROVED DENIED OTHER

ENVIROMENTAL EVALUATION COMMITTEE DECISION: HEARING DATE: 03/23/2023

INITIAL STUDY: #23-0003

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION Addendum EIR

DEPARTMENTAL REPORTS / APPROVALS:

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

REQUESTED ACTION:

IT IS RECOMMENDED THAT PLANNING COMMISSION CONDUCT A PUBLIC HEARING, THAT YOU HEAR ALL THE OPPONENTS AND PROPONENTS OF THE PROPOSED PROJECT. STAFF WOULD THEN RECOMMEND THAT PLANNING COMMISSION TAKE THE FOLLOWING ACTIONS:

1. RESOLUTION APPROVING AMENDMENTS TO CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT (CUP) #23-0002 SUBJECT TO ALL THE CONDITIONS AND AUTHORIZING THE PLANNING & DEVELOPMENT SERVICES DIRECTOR TO SIGN THE CUP.

STAFF REPORT
Planning Commission
December 13, 2023
Conditional Use Permit (CUP) #23-0002
(Amendments to previously approved CUP for conditions G-5 & G-11)

Applicant/Owner: Imperial Irrigation District (IID)
PO BOX 937
Imperial, CA 92251

Project Location:

The project area consists of 128.64 acres of property located in the northern half of Section 5 of Township 10 East, Range 10 South, San Bernardino Base and Meridian, as depicted on the 1998 Truckhaven, California U.S. Geologic Survey (USGS) 7.5-minute topographic quadrangle map (Figure 1-1). It is also known as Assessor parcel Number {APN} 008-010-006 in Imperial County. Located north of the intersection of Huron and Crystal Lake Avenues in Salton City, at 2902 Crystal Lake, Avenue.

Project Summary:

The Clubhouse Plot Study site comprises 128.64 acres that has been identified as a priority playa area to evaluate water supply options and vegetation establishment and maintenance requirements, as well as the efficacy of several waterless dust control measures. The proposed project allows the Permittee to convert four (4) test wells into water supply wells for irrigation of vegetation-based dust control.

Clubhouse Plot Study would include:

- Development (drilling, testing and operations) of one deep groundwater water well (approximately 300 feet deep) and up to three shallow groundwater wells (approximately 100 feet deep); installation and operations of solar-powered groundwater pumps; and,
- Placement and use of approximately six 5,000-gallon water storage tanks; installation of conveyance pipelines from wells to storage tanks and from storage tanks to vegetation on the exposed playa; establishment of 58.57 acres of vegetation within the approximately 73.15-acre plot study perimeter and associated the installation of a drip irrigation system; and,
- Implementation of waterless DCMs on approximately 13.69 acres of the approximately 73.15-acre plot study perimeter; improvements to 3,800 linear feet of access road; and On-going operations and maintenance of the Project components.

Land Use Analysis:

Per Imperial County’s General Plan and Salton Sea Urban Area Plan, the land use designation for this project is Recreation/Open Space Plan and is zoned as S-1 (Open Space Recreation per Zoning Map #68 of the Imperial County Title 9 Land Use Ordinance.

Per County’s Land Use Ordinance (Title 9), Division 21-Water Well Regulations, water wells are allowed with an approved Conditional Use Permit (CUP) in an S-1 (Open Space Recreational) zone. The proposed project is consistent with the County’s General Plan, County’s Land Use Ordinances (Title 9) and with the Area Plan.

Surrounding Land Uses, Zoning and General Plan Designations:

DIRECTION	CURRENT LAND USE	ZONING	GENERAL PLAN
Project Site	Vacant	S-1	Salton City- Central West Shore/Salton City Urban Area
North	Open Space	S-1	Salton City- Central West Shore/Salton City Urban Area
South	Open Space	S-1	Salton City- Central West Shore/Salton City Urban Area
East	Salton Sea	S-1	Salton City- Central West Shore/Salton City Urban Area
West	Residential	R-1-	Salton City- Central West Shore/Salton City Urban Area

Environmental Determination:

On March 23, 2023, the Environmental Evaluation Committee (EEC), after review on the Addendum to a previously approved EIR, had no additional comments for the addendum.

The purpose of this California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) Addendum (Addendum) is to discuss the details and environmental impacts associated with implementation of air quality mitigation measures required for IID’s Water Conservation and Transfer Project. (Transfer Project) and Habitat Conservation Plan (HCP) analyzed in a Final Environmental Impact Report and Environmental Impact Statement (Final EIR/EIS) certified in June 2002 (Bureau of Reclamation [Reclamation])

and IID 2002a, 2002b), and as amended (IID 2003; IID 2008). This Addendum documents the potential environmental impacts associated with implementation of a portion of the Salton Sea Air Quality Mitigation program (SSAQMP), required mitigation by the EIR/EIS. Specifically, this Addendum discusses and analyzes the impacts associated with implementation of the Clubhouse Plot Study (Proposed Project), which is identified as part of IID's proactive Dust Control plan (PDCP) under the SSAQMP.

Amendments to the Conditions of Approval:

G-5 TIME LIMIT:

Unless otherwise specified within the project's specific conditions **this CUP shall be limited to a maximum of five (5) years from the Effective Date of the CUP.** The CUP may be administratively extended for successive five (5) years by the Planning Director upon a finding by the Planning & Development Services Department that the project is in full and complete compliance with all conditions of the CUP and any applicable land use regulation(s) and extension fees of the County of Imperial. Unless specified otherwise herein no CUP shall be extended for more than two (2) consecutive periods. If an extension is necessary or requested beyond fifteen (15) years, Permittee shall file a written request with the Planning Director for a hearing before the Planning Commission. Such request shall include the appropriate extension fee. **An extension of this CUP shall not be granted if the project is in violation of any one or all of the conditions or if there is a history of non-compliance with the project conditions.**

G-5 TIME LIMIT:

Unless otherwise specified within the project's specific conditions this CUP shall be limited to a maximum of ten (10) years from the Effective Date of the CUP. The CUP may be extended for ten (10) years by the Planning Director upon a finding by the Planning & Development Services Department that the project is in full and complete compliance with all conditions of the CUP and any applicable land use regulation(s) and extension fees of the County of Imperial. An extension of this CUP shall not be granted if the project is in violation of any one or all of the conditions or if there is a history of non-compliance with the project conditions.

G-11 INSURANCE:

The Permittee shall take out and maintain workers compensation insurance as required by the State of California. The Permittee shall also secure liability insurance and such other insurance as required by state and/or federal law. A Certificate of Insurance is to be provided to the Planning and Development Services Department by the insurance carrier, and said insurance and certificate shall be kept current for the life of the project. Certificates of Insurance shall be sent directly to the Planning and Development Services Department by the insurance carrier and shall name the Department as a recipient of both renewal and cancellation notices.

G-11 INSURANCE:

IID is a self-insured entity and carries insurance for catastrophic events only. A letter of Self -insurance has been submitted for review and approval.

Staff Recommendation:

It is recommended that Planning Commission conduct a public hearing, that you hear all the opponents and proponents of the proposed project. Staff would then recommend that Planning Commission take the following actions:

1. Resolution approving amendments to the Conditions of Approval for Conditional Use Permit (CUP) #23-0002 and authorizing the Planning & Development Services Director to sign the CUP.

PREPARED BY: David Black, Project Planner
Planning & Development Services



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



APPROVED BY: Jim Minnick, Director
Planning & Development Services



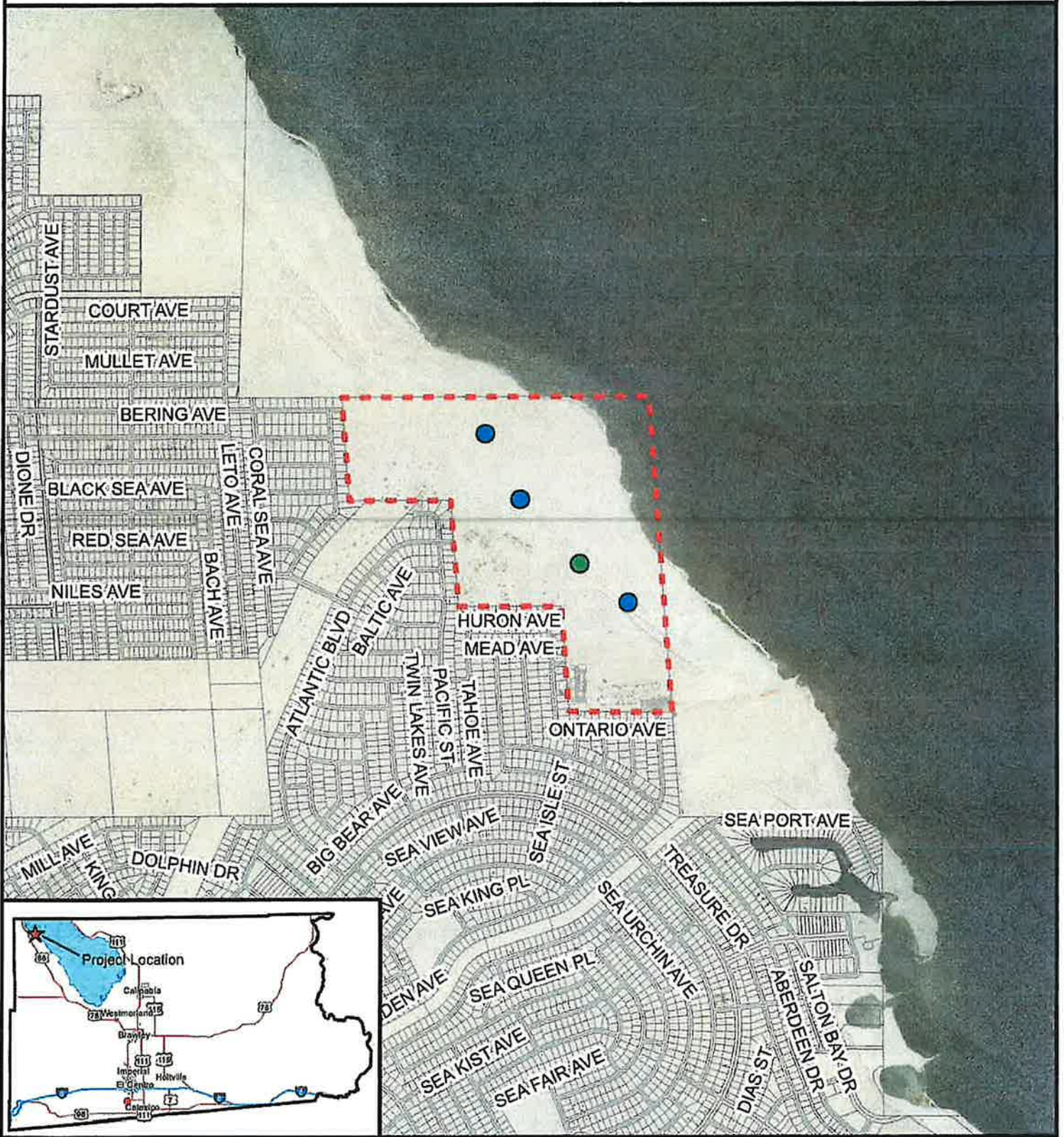
ATTACHMENTS:

- A. Vicinity Map
- B. Site Plan/Plot Plan
- C. IID Letter requesting amendments to CUP #23-0002
- D. Resolution\CUP #23-0002 - Conditions of Approval






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**ATTACHMENT A:
VICINITY MAP**

PROJECT LOCATION MAP

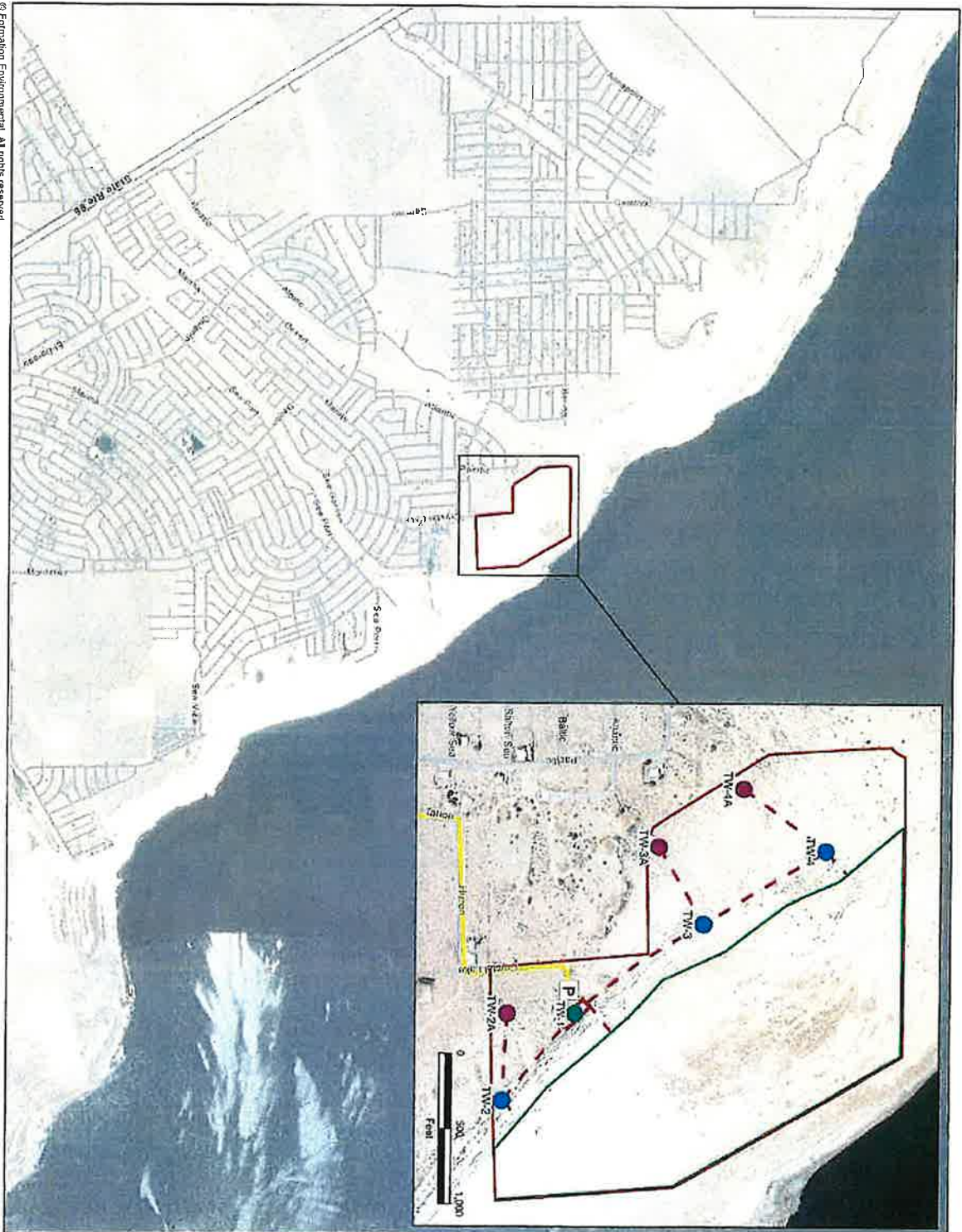


IMPERIAL IRRIGATION DISTRICT
CUP #23-0002 / IS #23-0003
APN 008-010-006-000

-  Project Location
-  Parcels
-  Centerline
-  Primary Shallow Test Well
-  Deep Groundwater Supply Test Well



**ATTACHMENT B:
SITE PLAN/
PLOT PLAN**



Legend

- Completed Test Wells
 - Deep Groundwater Supply Test Well
- Proposed Test Wells
 - Primary Shallow Test Well
 - Alternative Shallow Test Well
- Area of Interest
- Deep Groundwater Well and Drill Pad Location
- Pilot Study Partner
- Existing Paved Access Route
- Existing Dirt Access Route
- - - Proposed Access Route
- Roads
- P Site Access

Notes:

1. Background imagery source: Pleiades
- © CNES 2020, Distribution Airbus DS, October 09, 2020 and Esri World Imagery.

Air Quality Mitigation Program
Salton Sea

Figure 2B.
Clubhouse Plot Study
Area Site Vicinity

DATE: JAN 30, 2023

EMD FORMATION
Environmental Monitoring & Data

**ATTACHMENT C:
IID LETTER REQUESTING
AMENDMENTS TO CUP23-
0002**



IID

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RECEIVED

October 16, 2023

OCT 23 2023

Mr. Jim Minnick
Imperial County Planning & Development
801 Main Street
El Centro, CA 92243

IMPERIAL COUNTY
PLANNING DEVELOPMENT SERVICES

Subject: Conditional Use Permit No. 23-0002

Dear Mr. Minnick,

The Imperial Irrigation District (IID) applied for a Conditional Use Permit (CUP) for the application of groundwater to salt-resistant vegetation plots as a dust-control measure in January of 2023. The IID intends to convert four test wells located at the Clubhouse Project Site (APN 008-010-006-001) to groundwater wells utilizing a pumped irrigation system as outlined in CUP No. 23-0002. The Clubhouse Project is a feature of the IID's Salton Sea Air Quality Mitigation Program which addresses mitigation requirements associated with the Quantification Settlement Agreement Joint Powers Authority. The Imperial County Planning Department's Environmental Evaluation Committee reviewed the Imperial Irrigation District's environmental findings regarding the project on March 23, 2023 and the Imperial County Planning Commission reviewed and approved the CUP Application on May 24, 2023.

I am reaching out on behalf of the IID to request two amendments to the Agreement for Conditional Use Permit No. 23-0002 which was provided to the Imperial Irrigation District on May 25, 2023.

General Condition G-5: Time Limit

The CUP's current Time Limit Condition entails a maximum 5-year term with eligibility for a 5-year extension pending approval of the Planning Director. IID is requesting a minimum 10-year term for the CUP with eligibility for 10-year extension as the project to be permitted will contribute to necessary mitigation set forth by the Quantification Settlement Agreement which is effective through 2047.

Mr. Jim Minnick
October 16, 2023
Page 2

General Condition G-11: Insurance

IID is a self-insured entity and carries insurance for catastrophic events only. IID is requesting an amendment to CUP No. 23-0002 Condition G-11 to accept self-insurance with written proof as provided herein (Attachment 1).

IID requests amending these General Conditions in order to finalize the Agreement for Conditional Use Permit No. 23-0002 and move forward with this environmentally beneficial project. Should you have any questions please feel free to contact our Senior Environmental Project Manager, Jessica Humes at JLLHUMES@iid.com or 760-339-9703.

Sincerely,



Tina Shields
Water Department Manager

cc: Jessica Humes, IID
Joanna Hoff, IID
Victoria Quinn, IID
David Black, ICPDS

Attachments:

(1) IID Letter of Insurance



Insurance | Risk Management | Consulting

1225 W. Main St.
El Centro, CA 92243
CA License

760-482-2791
www.ajg.com
0D69293

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

October 2, 2023

RE: Imperial Irrigation District

Letter/Certificate of Insurance
Liability Self Insurance with respect to Imperial County Planning and Development Services
Department Period of December 31, 2022 to December 31, 2023

Our agency handles insurance for the Imperial Irrigation District (IID). IID, in the course of conducting business with other companies, is frequently asked to provide a Certificate of Insurance showing that they carry liability insurance in the amount of \$1,000,000 per occurrence.

As in the case with many other large companies, IID does not carry commercial general/automobile liability insurance at levels below \$1,000,000 per occurrence. IID also self insures their Workers' Compensation exposure, as well as physical damage to automobiles and equipment.

Therefore, this letter is being provided in lieu of a Certificate of Insurance indicating excess insurance of IID's self-insured retentions.

Please be assured that IID is financially able to respond to losses in the uninsured level. Such self-insurance does not change any obligations assumed by IID under the provisions of their agreements. IID will respond directly to any losses or claims arising from such obligations.

Please call me at (760) 352-2611 if you have any questions or concerns regarding this matter.

Yours truly,

A handwritten signature in black ink that reads "Allen Tyler".

Allen Tyler, CPCU, ARM

CC: Victoria Quinn, IID .



**ATTACHMENT D:
RESOLUTION/
CUP23-0002-CONDITIONS OF
APPROVAL**

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, FOR THE AMENDMENT TO CONDITIONAL USE PERMIT #23-0002 UPDATING CONDITIONS OF APPROVAL G-5 AND G-11 FOR THE CLUBHOUSE PLOT STUDY (IID WATER WELLS).

WHEREAS, IID has submitted a request to amendment G-5 Time Limit and G-11 Insurance for Conditional Use Permit #23-0002. This update is to increase the time limit to a maximum of ten (10) years for the life of project with a ten-year extension, and allow for Self-Insurance; and,

WHEREAS, an Addendum to a previously approved Environmental Impact Report (EIR) and CEQA Findings have been prepared in accordance with the requirements of the California Environmental Quality Act, the State Guidelines, and the County's "Rules and Regulations to Implement CEQA, as Amended"; and,

WHEREAS, the Planning Commission of the County of Imperial has been delegated with the responsibility of approvals and certifications; and,

WHEREAS, public notice of said requested amendment 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 December 13, 2023; and,

WHEREAS, on December 13, 2023, the Planning Commission heard the proposed project to approve amendments to CUP #23-0002 with the G-5 and G-11 conditions of approval; 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 #23-0002 and Conditions of Approval prior to recommendation of approval. 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 (EIR) which analyzed 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 and General Plan, the following findings for the approval of Conditional Use Permit #23-0002 have been made:

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

The General Plan designates the project site as "Open Space". It is classified as S-1 Open Space/Recreation under the Imperial County Land Use Ordinance (Title 9). The proposed project are for a water wells and a conditionally permitted use pursuant to County's Land Use Ordinance (Section 92102.00).

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

The water well for commercial purposes. Section 92102.00 of the Imperial County Land Use Ordinance governs water wells. The purposed use could be considered a compatible use with a Conditional Use Permit pursuant to the Water Well Regulation (Land Use Ordinance, Section 92102.00).

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 water well is consistent with Land Use Ordinance, Section 92102.00 with an approved Conditional Use Permit.

D. The proposed use meets the minimum requirements of this Title 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 insure that the project complies with all applicable regulations of the County of Imperial and State of California. Therefore, the proposed project will meet the minimum requirements of the Land Use Ordinance, Section 90203.00.

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 four (4) water wells anticipated annual water usage amount to 63 acre feet. The water wells will be used for vegetation purposes. There will be no 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.

The proposed project is conditioned to be consistent with Title 9, Codified Land Use Ordinance of the County of Imperial and CEQA. The proposed project will be subject to a Conditional Use Permit and current Federal, State and Local regulations.

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

The proposed water wells are a conditional permitted use subject to the conditions of approval of CUP #23-0002 (Land Use Ordinance, Section 92102.00) and will not grant a special privilege.

NOW, THEREFORE, based on the above findings, the Imperial County Planning Commission **APPROVE OF amendments for** Conditional Use Permit #23-0002, 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 Planning Commission at a meeting conducted on **December 13, 2023** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

1 Recorded Requested by and
When Recorded Return To:

2 _____
3 Imperial County Planning & Dev. Services Department
801 Main Street
El Centro, California 92243
4 _____

5
6 **AGREEMENT FOR CONDITIONAL USE PERMIT #23-0002**
7 **COMMERICAL WATER WELL(S)**
8 **(Imperial Irrigation District-IID)**
9 **(008-010-006-000)**

10 This Agreement is made and entered into on this _____ day of _____,
11 2023 by and between **Imperial Irrigation District (IID)** hereinafter referred to as
12 Permittee, and the COUNTY OF IMPERIAL, a political subdivision of the State of
13 California, (hereinafter referred to as "COUNTY").

14 **RECITALS**

15 **WHEREAS**, Permittee is the owner, lessee or successor in interest in certain land
16 in Imperial County on approximately 254 acres and is located at 2902 Crystal Lake Ave.
17 Salton City. The NE¼ of the NE1/4 of the NW1/4 and the NE ¼ of the SE1/4 of Section
18 5, T10S R10 APN: 008-010-006-000. (Supervisory District #4);

19 **WHEREAS**, Permittee has applied to the County which includes converting four
20 (4) test wells into water supply wells for irrigation of vegetation-based dust control;

21 **WHEREAS**, Permittee and/or subsequent owner(s) would be required to and
22 intend to fully comply with all of the terms and conditions of the project as specified in this
23 Conditional Use Permit.
24

1 **WHEREAS**, the County, after a noticed public hearing, agreed to issue Conditional
2 Use Permit #23-0002 to Permittee, and/or his or her successor in interest subject to the
3 following conditions:
4

5
6 **GENERAL CONDITIONS:**

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

12 **G-1 GENERAL LAWS:**

13 The Permittee shall obtain, comply with and maintain all applicable County, State,
14 and federal laws, rules, regulations, ordinances, and/or standards as they may
15 pertain to this project whether specified herein or not.

16 **G-2 EFFECTIVE DATE:**

17 The approved Conditional Use Permit shall not become effective until ten (10)
18 calendar days after the decision of the Planning Director or Commission. Further the
19 Conditional Use Permit shall not be effective until applicable conditions have been
20 met, and the Conditional Use Permit is recorded with the County Recorder, with
21 payment of recording fees being paid by applicant. In the case of a decision by the
22 Board of Supervisors there is no 10-day appeal.

23 **G-3 RECORDATION:**

24 CUP #23-0002 shall **not be effective** until it is recorded at the Imperial County
25 Recorder's Office and if no appeal has been made after approval from the hearing
26 body. Payment of the recordation fee shall be the responsibility of the Permittee. If
27 this CUP is not recorded within one hundred eighty (180) days from the date of
28 approval the CUP shall be deemed null and void, without notice having to be provided
to Permittee. Permittee may submit a written request for a recordation extension for
this CUP by filing such a request with the Planning Director at least sixty (60) days
prior to the one hundred eighty 180-day expiration. The Director may approve one (1)
extension for a period not to exceed one hundred eighty (180) days. An extension
may not be granted if the request for an extension is filed after the expiration date.
Failure to record this CUP within one (1) year including the granted extension period
shall deem this CUP null and void.

1
2 **G-4 COMMENCEMENT OF WORK:**

3 If the project for which a CUP has been approved has not commenced, or permits for
4 said project have not been issued, within one (1) year from effective date, the CUP
5 shall be null and void. If an applicant cannot initiate or obtain permits for the approved
6 use during the one (1) year, applicant may request a one (1) year extension from the
7 Department. The request for an extension shall be in writing and be submitted with
8 explanation to the Planning & Development Services Department at least sixty days
9 prior to the end of the extended one (1) year period. The Director shall have the
10 authority to extend the initial start-up period, or commencement of work, of a CUP up
11 to two (2) times for a maximum of two (2) years. Should the Permittee desire to
12 continue with the project, a new application shall be submitted and the entire process
13 would have to begin anew.

14
15 **G-5 TIME LIMIT:**

16 Unless otherwise specified within the project's specific conditions **this CUP shall be**
17 **limited to a maximum of ten (10) years from the Effective Date of the CUP.** The
18 CUP may be extended for ten (10) years by the Planning Director upon a finding by the
19 Planning & Development Services Department that the project is in full and complete
20 compliance with all conditions of the CUP and any applicable land use regulation(s)
21 and extension fees of the County of Imperial. **An extension of this CUP shall not be**
22 **granted if the project is in violation of any one or all of the conditions or if there is a**
23 **history of non-compliance with the project conditions.**

24
25 **G-6 ABANDONMENT:**

26 If a CUP has been unused, abandoned, discontinued, or ceased for one (1) year, the
27 CUP shall be null and void, and be of no effect. Notice to applicant/permittee under
28 this division will not be required or provided by Department.

29
30 **G-7 PERMIT/LICENSE:**

31 Permittee shall obtain and comply with any and all required permits, licenses, and/or
32 approvals, for the construction and/or operation of this project. This shall include, but
33 shall NOT be limited to, permits from the County Division of Environmental Health
34 Services (EHS), Planning & Development Services Department, Office of Emergency
35 Services (OES), Imperial County Air Pollution Control District (ICAPCD) and Public
36 Works Department. Permittee shall likewise comply with all such permit requirements
37 for the life of the project. **Additionally, Permittee shall submit a copy of such**
38 **additional permit(s) and/or license(s) to the Planning & Development Services**
39 **Department within 60-days of receipt, including amendments or alternatives**
40 **thereto.**

1 **G-8 APPROVALS AND CONDITIONS SUBSEQUENT TO GRANTING PERMIT:**

2 Permittee acceptance of this CUP shall be deemed to constitute agreement with the
3 terms and conditions contained herein. Where a requirement is imposed in this CUP
4 that Permittee conduct a monitoring program, and where the County has reserved
5 the right to impose or modify conditions with which the Permittee must comply based
6 on data obtained therefrom, or where the Permittee is required to prepare specific
7 plans for County approval and disagreement arises, the Permittee, operator and/or
8 agent, the Planning and Development Services Director or other affected party, to be
9 determined by the Planning and Development Services Director, may request that a
10 hearing be conducted before the Imperial County Planning Commission whereby they
11 may state the requirements which will implement the applicable conditions as
12 intended herein. Upon receipt of a request, the Planning Commission shall conduct
13 a hearing and make a written determination. The Planning Commission may request
14 support and advice from a technical advisory committee. Failure to take any action
15 shall constitute endorsement of staff's determination with respect to implementation.

11 **G-9 CONDITION PRIORITY:**

12 This project shall be constructed/operated as described in the CUP application, the
13 environmental documents, the project description, and as specified in these
14 conditions. Where a conflict occurs, the CUP conditions shall govern.

14 **G-10 INDEMNIFICATION:**

15 As part of this application, applicant and real party in interest, if different, agree to
16 defend, indemnify, hold harmless, and release the County of Imperial ("County"), its
17 agents, officers, attorneys, and employees (including consultants) from any claim,
18 action, or proceeding brought against any of them, the purpose of which is to attack,
19 set aside, void, or annul the approval of this application or adoption of the
20 environmental document which accompanies it. This indemnification obligation shall
21 include, but not be limited to, damages, costs, expenses, attorney fees, or expert
22 witness fees that may be asserted by any person or entity, including the applicant,
23 arising out of or in connection with the approval of this application, whether or not
24 there is concurrent negligence on the part of the County, its agents, officers,
25 attorneys, or employees (including consultants). If any claim, action, or proceeding is
26 brought against the County, its agents, officers, attorneys, or employees (including
27 consultants), to attack, set aside, void, or annul the approval of the application or
28 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.

1 2. The County shall have the final determination on how to best defend the case and
2 will consult with applicant regularly regarding status and the plan for defense. The
3 County will also consult and discuss with applicant the counsel to be used by
4 County to defend it, either with in-house counsel, or by retaining outside counsel
5 provided that the County shall have the final decision on the counsel retained to
6 defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall
7 be entitled to provide his or her own counsel to defend the case, and said
8 independent counsel shall work with County Counsel to provide a joint defense.

9 **G-11 INSURANCE:**

10 IID is a self-insured entity and carries insurance for catastrophic events only. A letter
11 of Self -insurance has been submitted for review and approval.

12 **G-12 RIGHT OF ENTRY:**

13 The County reserves the right to enter the premises at any time, announced or
14 unannounced, in order to make the appropriate inspection(s) and to determine if the
15 condition(s) of this CUP are complied with. Access by authorized enforcement
16 agency personnel shall not be denied.

17 **G-13 SEVERABILITY:**

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

21 **G-14 PROVISION TO RUN WITH LAND:**

22 The provisions of this CUP are to run with the land/project and shall bind the current
23 and future owner(s) successor(s) of interest; assignee(s) and/or transferee(s) of said
24 CUP. **Permittee shall not without prior notification to the Planning &
25 Development Services Department assign, sell, or transfer, or grant control of
26 CUP or any right or privilege therein.** The Permittee shall provide a minimum of
27 60 days written notice prior to such proposed transfer becoming effective. The
28 permitted use identified herein is limited for use upon this parcel described herein and
may not be transferred to another parcel.

G-15 COMPLIANCE/REVOICATION:

Upon the determination by the Planning & Development Services Department that
the project is or may not be in full compliance with any one or all of the conditions of
this CUP, or upon the finding that the project is creating a nuisance as defined by law,
the issue shall be brought immediately to the appropriate enforcement agency or to
the Planning Commission for hearing to consider appropriate response including but
not limited to the revocation of the CUP or to consider possible amendments to the

1 CUP. The hearing shall be held upon due notice having been provided to the
2 Permittee and to the public in accordance with established ordinance/policy.

3 **G-16 NON-COMPLIANCE (ENFORCEMENT & TERMINATION):**

4 Should the Permittee violate any condition herein, the County shall give written notice
5 of such violation and actions required of Permittee to correct such violation. If
6 Permittee does not act to correct the identified violation within forty-five (45) days
7 after written notice, County may revoke the CUP. If Permittee pursues correction of
8 such violation with reasonable diligence, the County may extend the cure period.
9 Upon such revocation, County may, at its sole discretion, cease processing,
10 defending any lawsuit or paying for costs associated with the Project.

11 **G-17 COSTS:**

12 Permittee shall pay any and all amounts determined by the County to defray any and
13 all cost(s) for the review of reports, field investigations, monitoring, and other activities
14 directly related to the enforcement/monitoring for compliance of this CUP, County
15 Ordinance or any other applicable law. Any billing against this project, now or in the
16 future, by the Planning & Development Services Department or any County
17 Department for costs incurred as a result of this CUP, shall be billed through the
18 Planning & Development Services Department.

19 **G-18 REPORT(S)**

20 Permittee shall file an annual report with the Planning and Development Services
21 Department to show that Permittee is in full compliance with this CUP. The report
22 shall be filed at least fifteen (15) days prior to the anniversary (recordation date) of
23 this CUP. It shall be the responsibility of the Permittee to provide all reports and to
24 include the information about other users. The County may request information at any
25 time from the Permittee or other users if applicable; however, it shall be the
26 responsibility of the Permittee to assure that the County receives such information in
27 a timely manner.

28 **G-19 RESPONSIBLE AGENT**

Permittee shall maintain on file with the Planning and Development Services
Department the name and phone number of the responsible agent for the site. A
back-up name shall also be provided, and a phone number for twenty-four (24) hour
emergency contact shall also be on file. If there are other users, the same information
(as applicable) required from the Permittee shall also be made available to the County
from such other users.

G-20 WATER AND SEWER:

1 Permittee shall provide water and sewer to Federal, State and County standards.
2 Water and sewer systems shall be approved by the Environmental Health Services
3 and the Planning & Development Services Department. Permittee shall hook up to
a public water system or supplier if and when available.

4 **G-21 DEFINITIONS:**

5 In the event of a dispute, the meaning(s) or the intent of any word(s) phrase(s) and/or
6 conditions or sections herein shall be determined by the Planning Commission of the
7 County of Imperial. Their determination shall be final unless an appeal is made to
the Board of Supervisors ten (10) days from the date of their decision.

8 **G-22 SPECIFICITY:**

9 The issuance of this CUP does not authorize the Permittee to construct or operate
10 this project in violation of any state, federal, local law nor beyond the specified
11 boundaries of the project as shown in the application/project description/ CUP, nor
12 shall this CUP allow any accessory or ancillary use not specified herein. This CUP
does not provide any prescriptive right or use to the Permittee for future addition
and/or modification to this project.

13 **G-23 HEALTH HAZARD:**

14 If the County Health Officer determines that a significant health hazard exists to the
15 public, the County Health Officer may require appropriate measures and the
16 Permittee shall implement such measures to mitigate the health hazard. If the hazard
17 to the public is determined to be imminent, such measures may be imposed
18 immediately and may include temporary suspension of the subject operations.
19 However, within forty five (45) days of any such suspension of operations, the
20 measures imposed by the County Health Officer must be submitted to the Planning
Commission for review and approval. Nothing shall prohibit Permittee from
requesting a special Planning Commission meeting provided Permittee bears all
costs.

21 **G-24 CHANGE OF OWNER/OPERATOR:**

22 In the event the ownership of the site or the operation of the site transfers from the
23 current Permittee to a new successor Permittee, the successor Permittee shall be
24 bound by all terms and conditions of this CUP as if said successor was the original
25 Permittee. Current Permittee shall inform the County Planning & Development
26 Services Department in writing at least sixty (60) days prior to any such transfer.
27 Failure of a notice of change of ownership or change of operator shall be grounds for
the immediate revocation of the CUP. In the event of a change, the new
Owner/Operator shall file with the Department, via certified mail, a letter stating that
they are fully aware of all conditions and acknowledge that they will adhere to all.

1 **G-25 PERMITS OF OTHER AGENCIES INCORPORATED:**

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

6 **G-26 MINOR AMENDMENTS:**

7 The Planning Director may approve minor changes or administrative extensions, as
8 requested in writing by the Permittee, provided it does not result in additional
9 environmental impacts and/or are generally procedural or technical and/or which may
10 be necessary to comply with other government permit compliance requirements.

11 (TOTAL "G" CONDITIONS are 26)

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21 **WATER WELL SPECIFIC CONDITIONS**

22 **S-1 WATER WELL AND USAGE:**

23 This permit allows the Permittee to convert four (4) test wells into water supply wells
24 for irrigation of vegetation-based dust control. Exceeding the amount of water
25 specified herein will result in the Planning and Development Services Department
26 taking action to rescind the Conditional Use Permit for non-compliance. The
27 Clubhouse Plot Study site comprises 128.64 acres that has been identified as a
28 priority playa area to evaluate water supply options and vegetation establishment

1 and maintenance requirements, as well as the efficacy of several waterless dust
2 control measures.

3 Clubhouse Plot Study would include:

- 4 • Development (drilling, testing and operations) of one deep groundwater water well
5 (approximately 300 feet deep) and up to three shallow groundwater wells
6 (approximately 100 feet deep); installation and operations of solar-powered
7 groundwater pumps; and,
- 8 • Placement and use of approximately six 5,000-gallon water storage tanks;
9 installation of conveyance pipelines from wells to storage tanks and from storage
10 tanks to vegetation on the exposed playa; establishment of 58.57 acres of
11 vegetation within the approximately 73.15-acre plot study perimeter and associated
12 the installation of a drip irrigation system; and,
- 13 • Implementation of waterless DCMs on approximately 13.69 acres of the
14 approximately 73.15-acre plot study perimeter; improvements to 3,800 linear feet of
15 access road; and On-going operations and maintenance of the Project components.

11 **S-2 OFF-SITE WATER SALES:**

12 Water from the well shall **not** be used, sold, nor given to any individuals or entities
13 and used for purposes other than identified in the project description.

14 **S-3 WATER WELL MONITORING:**

15 A flow meter shall be installed and sealed by a California-Licensed Water Well
16 Drilling Contractor. Permittee shall submit a drilling and logging report to the
17 Department of Public Works and the Planning and Development Services
18 Department indicating the monthly amount of water extracted from the well. A
19 photograph (dated and signed) of the flow meter readings shall be included in the
20 report. The report shall be received within thirty (30) days following the date of the
21 issuance of the Conditional Use Permit and the well is spudded. In the event of a
22 flow meter failure, the Permittee shall be required to cease the water well operation
23 and notify the Planning and Development Services Department. The Permittee may
24 be allowed to temporarily substitute the flow meter for an alternative measuring
25 device with the approval of the Planning and Development Services Department.

22 **S-4 WELL REPLACEMENT:**

23 Any replacement water well shall be constructed by a California Licensed Driller in
24 accordance with California Department of Water Resources Bulletin 74-81 and 74-
25 90 (including any subsequent revisions), and with the Imperial County Water Well
26 Ordinance, Section 92101.00, et seq.

27 Permittee shall submit copies of the "Report of Completion" (as required by
28 California Water Code, Section 13751), by a California Licensed Water Well Driller
on the construction of any water well replaced. Copies of this report shall be

1 submitted to Environmental Health Services, Planning and Development Services
2 Department, and Public Works Department within thirty (30) days of the construction
3 or destruction of the well. This report shall include:

- 4 1. A description of the exact location of the well;
- 5 2. A detailed log of the well;
- 6 3. A description of the type and depth of casings;
- 7 4. Details of perforation;
- 8 5. The methods used for sealing off surface or contaminated
9 water;
- 10 6. Methods for preventing contaminated waters from one
11 aquifer to mix with another aquifer;
- 12 7. Name of person who constructed the well.

13 **S-5 NO SLANT DRILLING:**

14 This permit does not authorize Permittee to "slant drill" under adjoining property.

15 **S-6 WELL ABANDONMENT:**

16 Should the water well be "abandoned" at any time for more than twenty four (24)
17 consecutive months, Permittee shall seal/cap the well according to standards set by
18 the State and in a manner acceptable to the County Building Official.

19 (Abandonment shall mean as follow :)

20 **ABANDONMENT:** A well is deemed "abandoned" when it has not been used for
21 one (1) year. An owner may have the well deemed "inactive" by filling a written
22 notice with the Department stating his/her intentions to use the well under specific
23 conditions and/or time frames. As evidence of his/her intentions, the conditions
24 contained in Bulletin 74-81 (Sec. 21) shall be met. Any well that is open or whose
25 services/operating equipment (e.g. pumps/motors/pipes, etc.) has been removed
26 shall be deemed abandoned.

27 **S-7 WELL REMOVAL:**

28 Permittee shall properly destroy any well on the property if replaced or abandoned.
The well shall be destroyed according to State standards and in a manner
acceptable to the County Building Official. A copy of the well driller's report by a
California State Licensed Water Well Drilling Contractor shall be sent to the
Department of Public Works and the Planning and Development Services
Department within thirty (30) days following the destruction of the water well.

S-8 WELL REGISTRATION:

The water well shall be registered with the Planning and Development Services
Department to comply with the existing Groundwater Ordinance. This Ordinance

1 was enacted by the Board of Supervisors on for the purpose of preserving and
2 managing groundwater resources in Imperial County.

3 **S-9 PERMITTING:**

4 The Permittee shall obtain all required permits from the Department of Public Works,
5 Department of Environmental Health Services (EHS), Air Pollution Control District
6 (APCD), Imperial Irrigation District (IID) and other applicable federal and state
agency(s).

7 **S-10 ARCHAEOLOGICAL RESOURCES/HUMAN REMAINS (HSC 7051 & PRC
8 5097.98)**

9 In the event of discovery or recognition of any human remains in any location other
10 than a dedicated cemetery there shall be no further excavation or disturbance of the
11 site or any nearby area reasonably suspected to overlie adjacent remains until the
12 coroner of the Imperial County has determined, in accordance with Chapter 10
13 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government
14 Code that the remains are not subject to the provision of Section 27491 of the
Government Code. If the Coroner determines that the remains are not subject to his
or her authority and if the coroner recognizes the human remain to be those of a Native
American, or has reason to believe that they are those of a Native American, he or she
shall contact, by telephone within 24, the Native American Heritage Commission.

15 Upon discovery of Native American remains, the landowner shall ensure that the
16 immediate vicinity, according to generally accepted cultural or archaeological
17 standards or practices, where the Native American human remains are located, is not
18 damaged or disturbed by further development activity until the landowner has
19 discussed and conferred, as prescribed in this section, with the most likely
20 descendants regarding their recommendation, if applicable, taking into account the
21 possibility of multiple human remains. The landowner shall discuss and confer with
22 the descendants all reasonable options regarding the descendants' preferences for
23 treatment.

24 (TOTAL "S" CONDITIONS are 10)

25 **NOW THEREFORE**, County hereby issues Conditional Use Permit #23-0002 and
26 Permittee hereby accepts such permit upon the terms and conditions set forth herein.

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

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PERMITTEE :

By _____
IID

Date _____

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

By: _____
James A. Minnick, Director
Planning & Development Services Department

_____ Date

1 **FOR PERMITTEE NOTARIZATION**

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

4 STATE OF CALIFORNIA

5 COUNTY OF _____ } S.S.

6
7 On _____ before me, _____,
8 a Notary Public in and for said County and State, personally appeared
9 _____, who proved to me on the
10 basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
11 within instrument and acknowledged to me that he/she/they executed the same in
12 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
13 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
14 the instrument.

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

16
17 WITNESS my hand and official seal

18
19 Signature _____

20
21 ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent
22 attachment of this certificate to unauthorized document.

23 Title or Type of Document _____

24 Number of Pages _____ Date of Document _____

25 Signer(s) Other Than Named Above _____

1 **FOR COUNTY NOTARIZATION**

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

4 STATE OF CALIFORNIA

5 COUNTY OF _____ } S.S.

6
7 On _____ before me, _____,
8 a Notary Public in and for said County and State, personally appeared
9 _____, who proved to me on the
10 basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
11 within instrument and acknowledged to me that he/she/they executed the same in
12 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
13 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

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

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19 Signature _____

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22 this certificate to unauthorized document.

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24 Number of Pages _____ Date of Document _____

25 Signer(s) Other Than Named Above _____

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27 S:\AllUsers\APN\008\010\006\CUP23-0002\PC\Conditions of Approval CUP22-0019.docx