

Development Review Committee

Meeting Agenda

Wednesday, November 5, 2025

10:00 AM



**City of Hesperia
Joshua Conference Room
9700 Seventh Avenue,
Hesperia, CA 92345**

**REGULAR MEETING AGENDA
HESPERIA DEVELOPMENT REVIEW COMMITTEE
9700 SEVENTH AVE., JOSHUA ROOM, HESPERIA, CA 92345**

CALL TO ORDER - 10:00 a.m.

PROJECTS FOR CONDITIONS OF APPROVAL FOR DRC OF WEDNESDAY, NOVEMBER 5, 2025.

1. Page 1

Project Number: SPRR25-00002

Project Description:

Consideration of Site Plan Review Revision SPRR25-00002 to construct a 1,484 square foot addition to an existing 4248 square foot Options for Youth School building within the General Commercial (C2) zone located at 11975 Hesperia Road (Applicant: Options for Youth.; APN: 0415-035-10)

Staff Person: Associate Planner Leilani Henry

Attachments: [SPRR25-00002 Draft Plans](#)
[Draft Conditions of Approval](#)

2. Page 13

Project Number: CUPE25-00004

Project Description:

Consideration of Conditional Use Permit Extension CUPE25-00004 to construct a 414,700 SF distribution building within the Commercial Industrial Business Park (CIBP) zone of the Main Street and Freeway Corridor Specific Plan on 20 gross acres located on the north side of Poplar St, between Lassen Rd and Mesa Linda St (Applicant: Poplar 18, LLC; APNs: 3064-581-07 & 06)

Staff Person: Assistant Planner Maricruz Montes

Attachment: [Draft Conditions of Approval](#)

3. Page 27

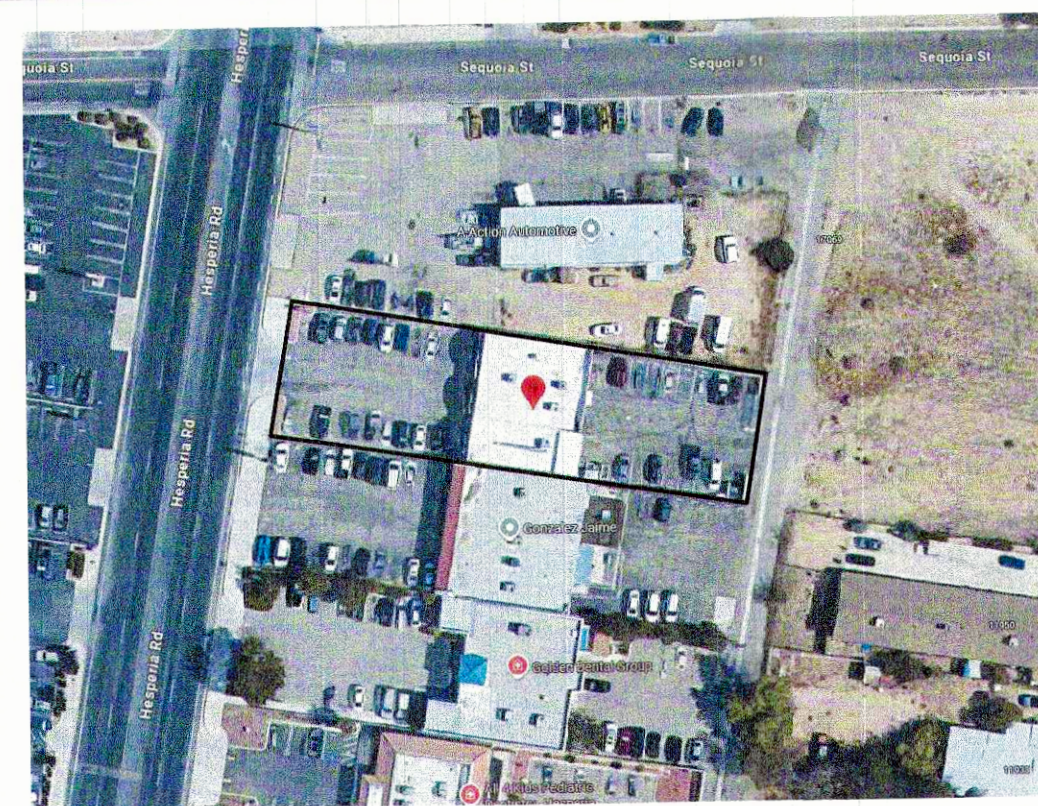
Project Number: CUP25-00008

Project Description:

Consideration of Conditional Use Permit CUP25-00008 to allow the on-site sale and consumption of beer and wine (Type 41 ABC License) within an existing restaurant Bangkok Broiler Restaurant, located 15800 Main Street Suite 190 & 200, within the Neighborhood Commercial (NC) zone (Applicant Bangkok Broiler, APN: 0413-033-06)

Staff Person: Assistant Planner Maricruz Montes

Attachment: [Draft Conditions of Approval](#)



VICINITY MAP

ADDRESS: 11975 HESPERIA ROAD
APN: 0415-035-10
LEGAL DESCRIPTION:
LOTS 836 TR 5104 M.B. 61/7-11
LOT AREA: 0.46 ACRES
ZONE: C2 (GENERAL COMMERCIAL)

SCOPE OF WORK:
TO CONSTRUCT A 1484 S.F ADDITION TO AN EXISTING
4248 S.F CHARTER SCHOOL

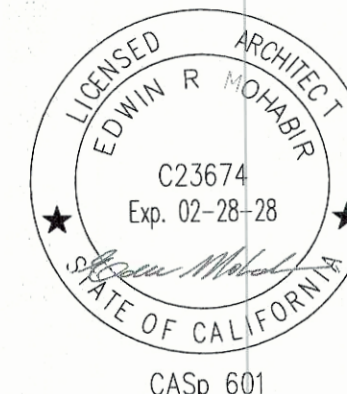
EXISTING BUILDING AREA: 4248 S.F
ADDITION 1484 S.F
TOTAL BUILDING AREA 5732 S.F

PARKING SUMMARY:
PARKING REQUIRED: 1 PER 250
TOTAL FLOOR AREA = 5732 S.F
PARKING REQUIRED = $\frac{5732}{250} = 23$ CARS
TOTAL PROVIDED:
FRONT 18 REAR 5 SPACES
TOTAL PROVIDED 23 SPACES
ADDITIONAL NON
CONFIRMING PARKING 7

EXISTING BUILDING AREA: 4248 S.F
ADDITION 1484 S.F
TOTAL BUILDING AREA 5732 S.F
CONSTRUCTION TYPE VB
SPRINKLERED NO
NUMBER OF STORIES 1
FIRE ALARM Y

EDWIN MOHABIR
EM
ARCHITECT, INC.

25206 BISHOP CT.
STEVENSON RANCH, CA 91381
tel: 323-4598809 edwinmohabir@gmail.com



A PROJECT FOR:

Options For Youth
Public Charter Schools

11975 HESPERIA RD.
HESPERIA, CA 92345

CLIENT:

LUPINE
CONSTRUCTION & DEVELOPMENT

715 ARROW GRAND CIRCLE
COVINA, CA 91722

REVISIONS

PROJECT DATA

DATE 01-14-2025
ARCHITECT EM
CHECKED BY EM
DRAWN BY EM
PROJECT NO. -
SCALE AS NOTED

SHEET TITLE

SITE PLAN

SHEET NO.

A-1.0

3/32"=1'-0"

KEYNOTES:

- 1 REMOVE (E) WATER HEATER
- 2 CAP ALL GAS LINES
DISCONNECT AND RELOCATE MAIN
ELECTRICAL SERVICE PANELS
- 4 REMOVE/INFILL (E) SEPTIC TANK,
ABANDON ALL LINES
DISCHARGING INTO TANK AND REDIRECT
INTO SEWER
- 5 REMOVE NON-COMPLIANT TRASH
ENCLOSURE AND RECONSTRUCT TO FIT
TRASH AND RECYCLE WITH ADA ACCESS.
- 6 RESTRIPE TO PROVIDE 4 STALLS INCLUDING 1
ACCESSIBLE PARKING STALL
- 7 (N) MAIN ELECTRICAL PANEL LOCATION VERIFY
AND OBTAIN APPROVAL FROM
DEPARTMENT OF WATER AND POWER.
- 8 (E) POWER POLE
- 9 (E) POLE LIGHT IN PARKING

- 10 (N) HVAC PACKAGE UNIT
SCREENED BEHIND PARAPET
- 11 (N) ROOF ACCESS LADDER FROM INTERIOR
OF BUILDING
- 12 (N) ACCESSIBLE WHEELCHAIR LIFT
- 13 REMOVE (E) BLOCK FENCE TO
CREATE (N) TRASH ENCLOSURE
- 14 (E) FRONT YARD LANDSCAPE UPGRADE
TO 8 FEET WIDE PLANTER
- 15 (N) 5 FEET PLANTER W/ 6" CURB
AT THE REAR YARD
- 16 (E) 6 FEET MINIMUM FENCE WALL
- 17 (E) 6 FEET MINIMUM FENCE WALL
INTEGRAL WITH TRASH ENCLOSURE
- 18 (E) VEHICLE MANEUVERING SPACE
- 19 MOTOR CYCLE PARKING SPACE
MINIMUM 56 S.F
- 20 PROVIDE DOUBLE STRIPPING AND A
WHEEL STOP AT ALL PARKING
SPACES

- 21 PROVIDE DIRECTIONAL SIGNS
- 22 PROVIDE (N) SLIDING GATE W/ MOTOR
- 21 (N) W.I FENCE
- 22 (N) PEDESTRIAN EXIT GATE
- 23 (N) POLE LIGHT W/ SURVEILLANCE
CAMERA
- 24 PROVIDE 4 FEET WIDE MIN PATH OF
TRAVEL TO STREET

P.O.T: ACCESSIBLE PATH OF TRAVEL AS INDICATED ON PLAN IS A BARRIER
FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING
 $\frac{1}{4}$ " IF BEVEL AT 1:2 MAX. SLOPE, OR VERTICAL LEVEL CHANGES NOT
EXCEEDING $\frac{1}{4}$ " AND AT LEAST 48" IN WIDTH. THE SURFACE IS STABLE, FIRM,
AND SLIP RESISTANT. CROSS SLOPE DOES NOT EXCEED 2% AND SLOPE IN
THE DIRECTION OF TRAVEL IS LESS THAN 5% SLOPE, UNLESS OTHERWISE
INDICATED. LANDING AT DOORWAYS SHALL BE 2% MAX.

ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF
OVERHANGING OBSTRUCTIONS TO 84" MINIMUM AND PROTRUDING
OBJECTS GREATER THAN 4" PROJECTING FROM WALL AND ABOVE 27" AND
LESS THAN 84".

SHEET INDEX:

A-1.0	SITE PLAN
A-1.1	AS-BUILT/DEMO PLAN
A-2.0	PROPOSED ADDITION
A-3.0	EXTERIOR ELEVATIONS
A-3.1	COLOR EXTERIOR ELEVATIONS
A-4.0	ENLARGE FLOOR PLAN
A-4.1	TRASH ROOM

- 1

REMOVE (E) WATER HEATER
- 2

CAP ALL GAS LINES
- 3

DISCONNECT AND RELOCATE MAIN ELECTRICAL SERVICE PANELS
- 4

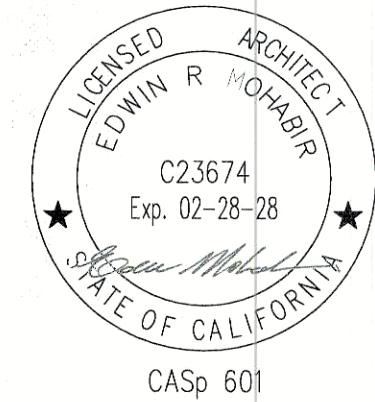
REMOVE/INFILL (E) SEPTIC TANK, ABANDON ALL LINES DISCHARGING INTO TANK AND REDIRECT INTO SEWER

EDWIN MOHABIR

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A PROJECT FOR:



11975 HESPERIA RD.
HESPERIA, CA 92345

CLIENT:



715 ARROW GRAND CIRCLE
COVINA, CA 91722

REVISIONS

PROJECT DATA

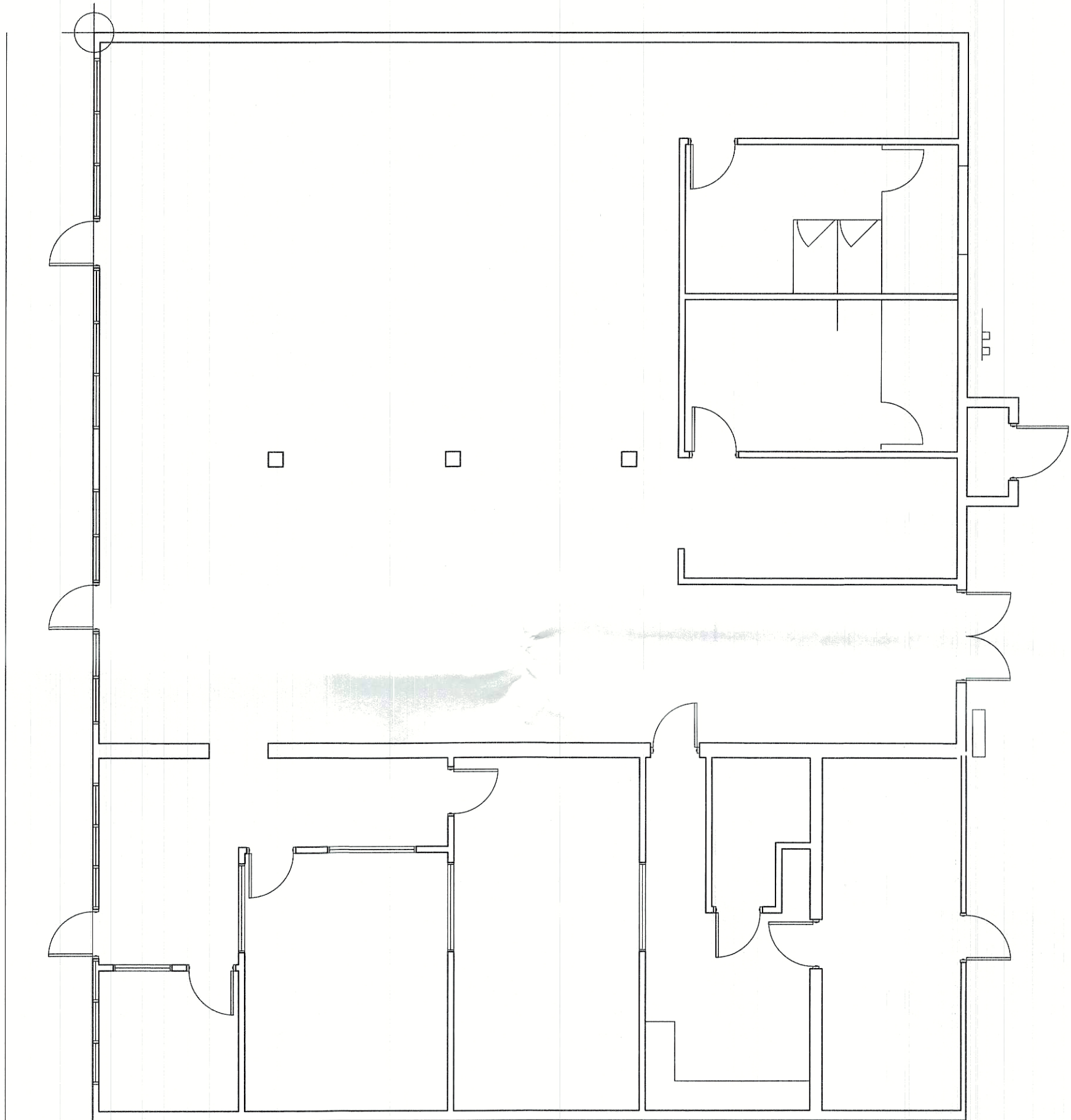
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ARCHITECT	EM
CHECKED BY	EM
DRAWN BY	EM
PROJECT NO.	-
SCALE	AS NOTED

SHEET TITLE

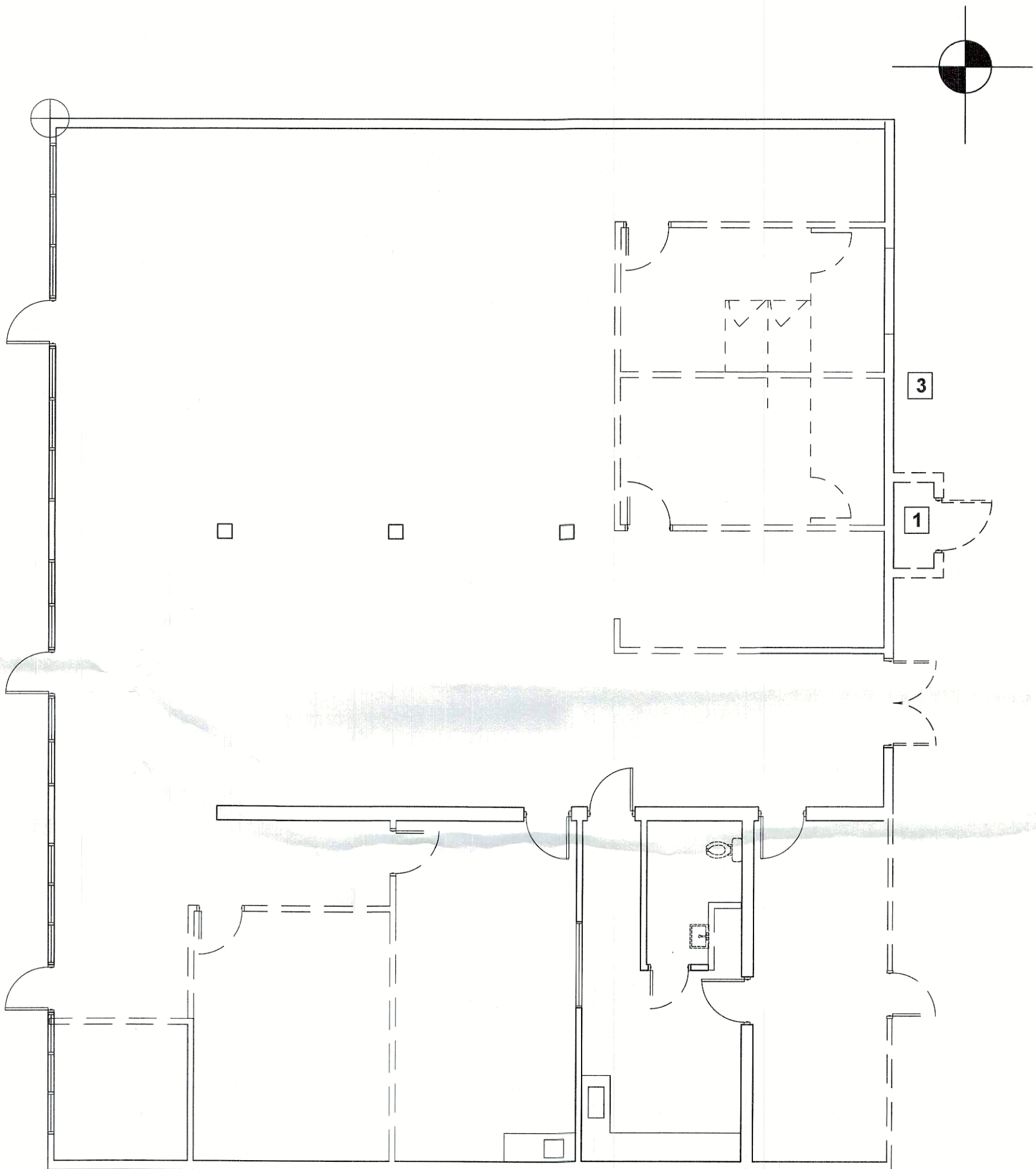
AS-BUILT
DEMO PLAN

SHEET NO.

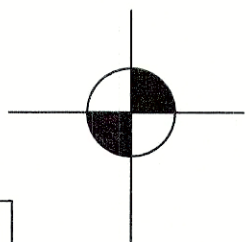
A-1.1

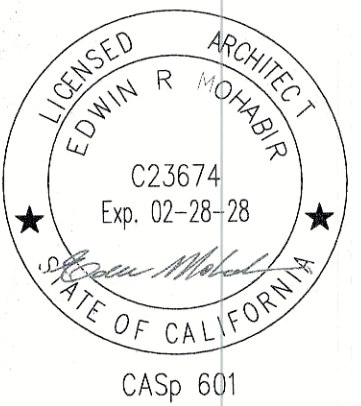


AS BUILT FLOOR PLAN
SCALE: 1/8" = 1'-0"



DEMO FLOOR PLAN
SCALE: 1/8" = 1'-0"





A PROJECT FOR:



11975 HESPERIA RD.
HESPERIA, CA 92345

CLIENT:



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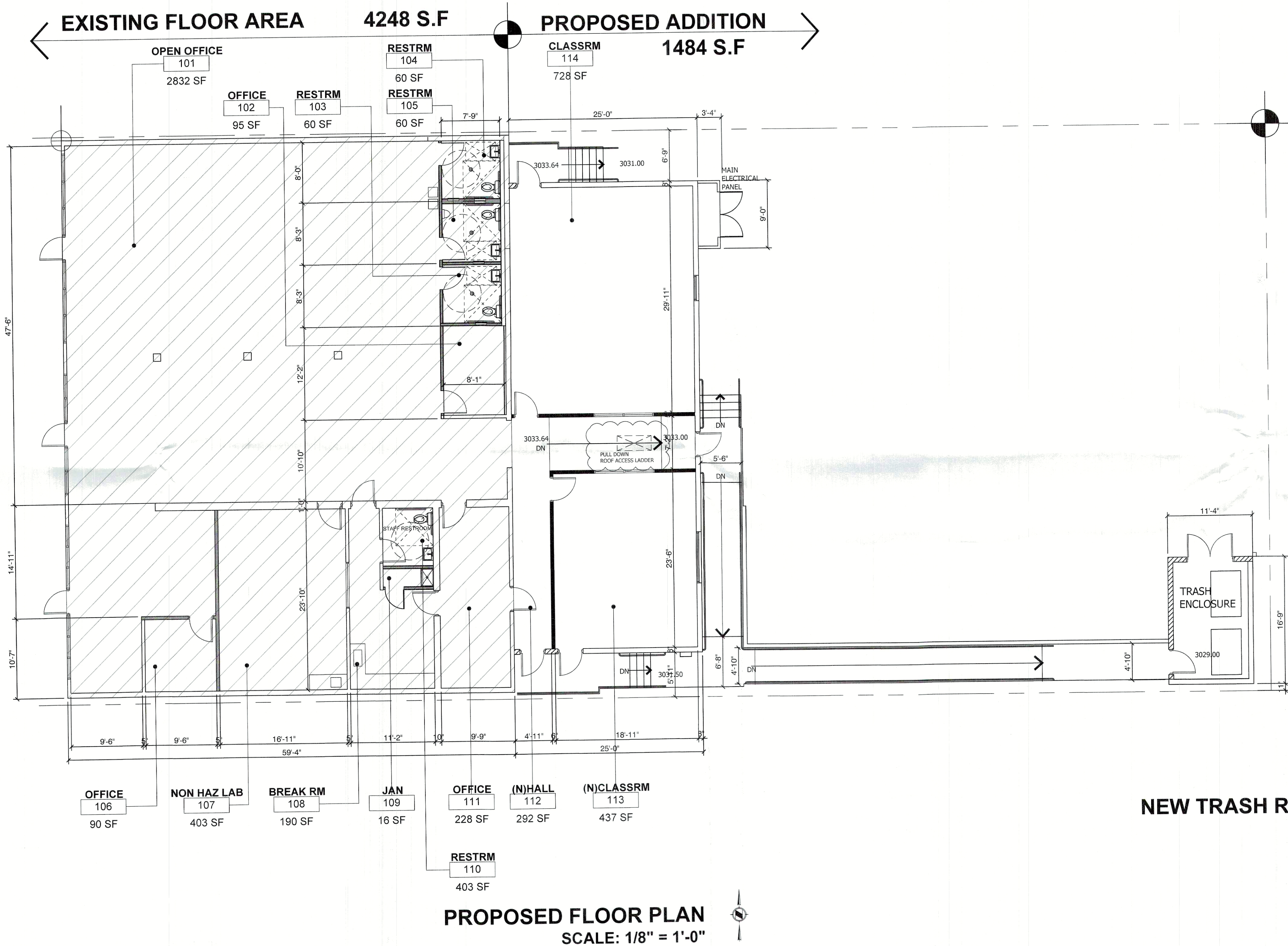
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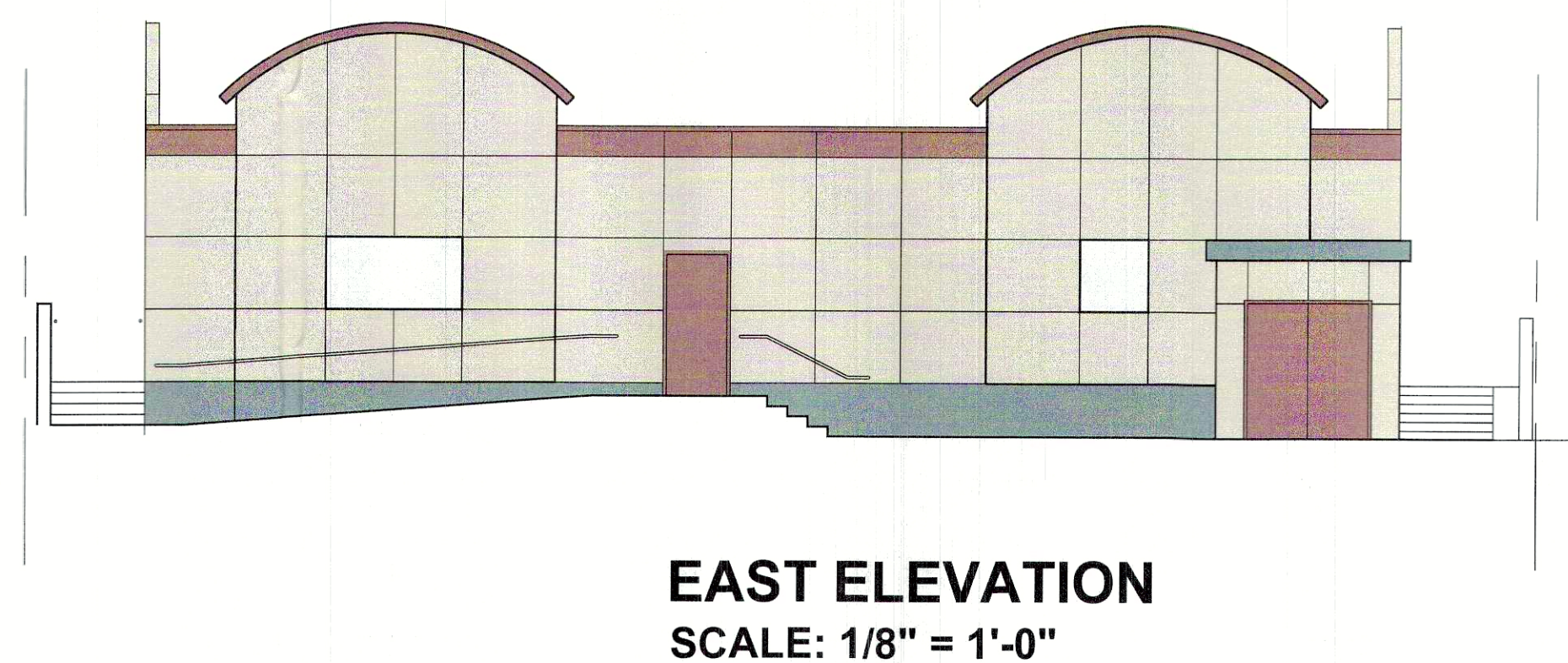
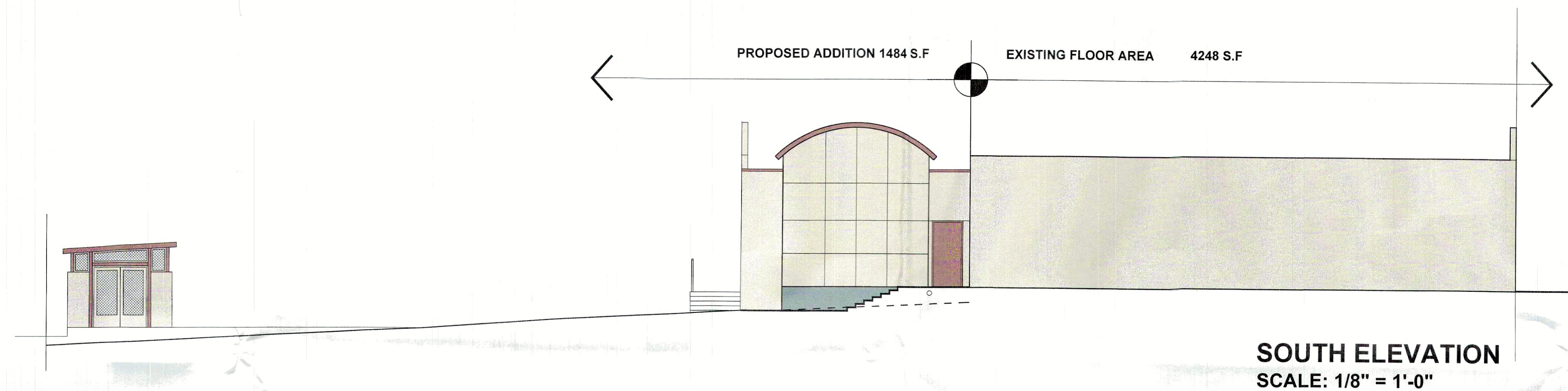
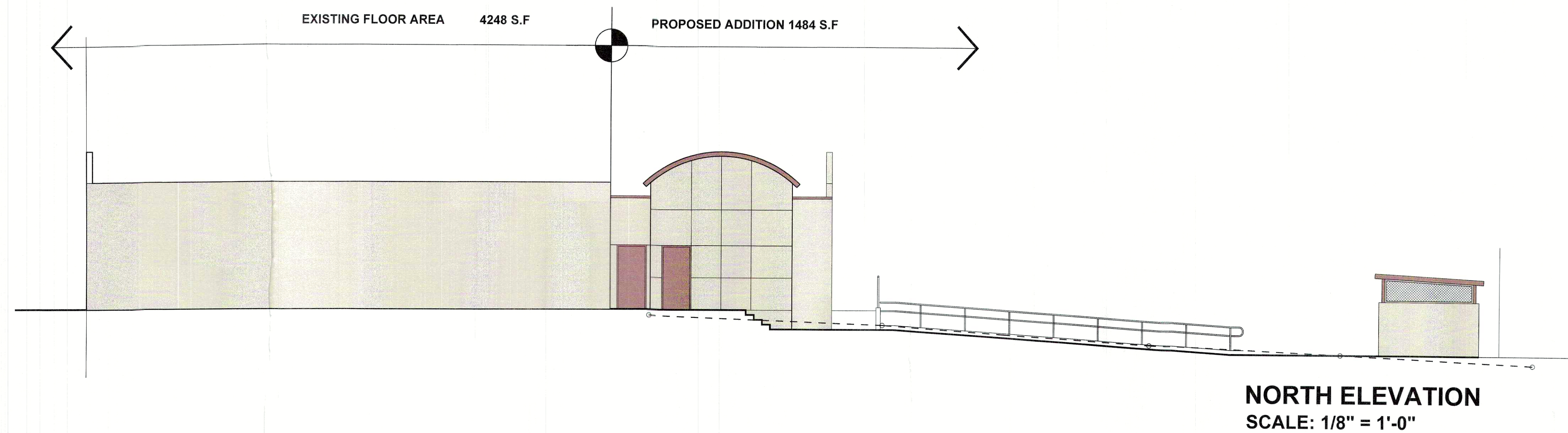
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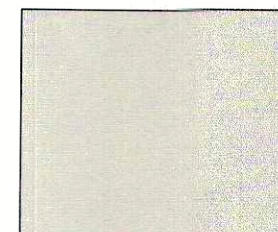
PROPOSED
ADDITION

SHEET NO.

A-2.0

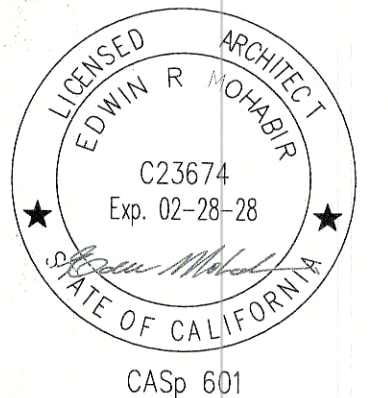




-  EXTERIOR PAINT- STUCCO FACADE
VALSPAR: PARLOUR TAUPE #7003-1
OR SIMILAR TO MATCH EXISTING
LRV: 62.767
-  EXTERIOR PAINT- ARCHITECTURAL COPING/TRIM
VALSPAR: APACHE CLAY #1007-9B
OR SIMILAR TO MATCH EXISTING
LRV: 19.351
-  EXTERIOR PAINT- DOOR/WINDOW COVERING
VALSPAR: BEGUILLE #5002-2A
OR SIMILAR TO MATCH EXISTING
LRV: 23.971

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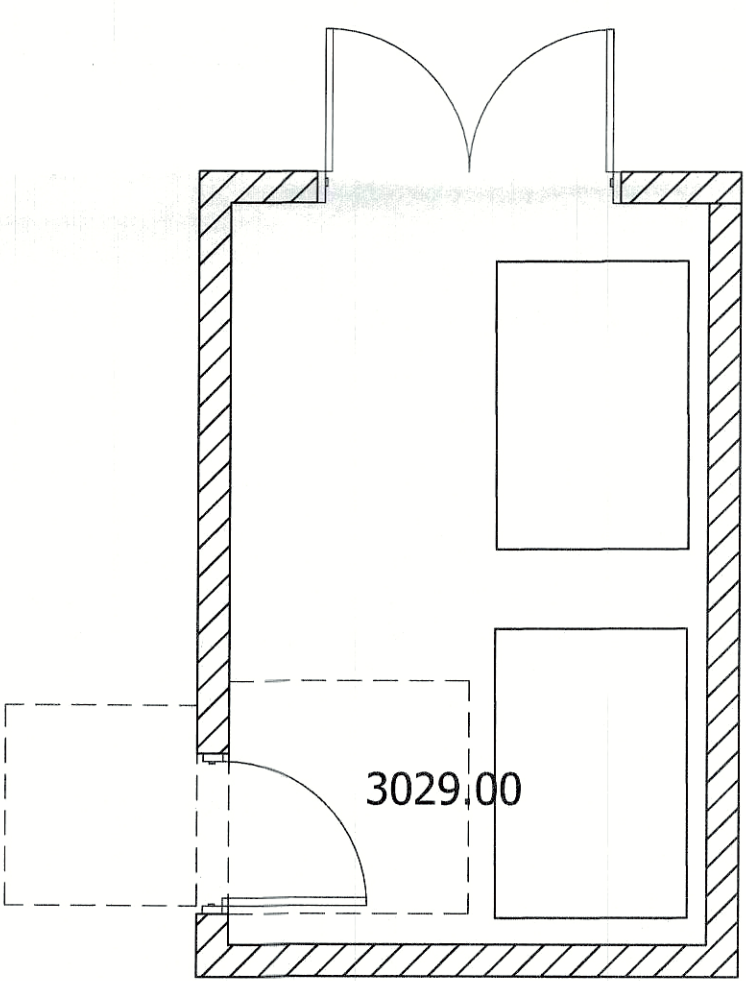
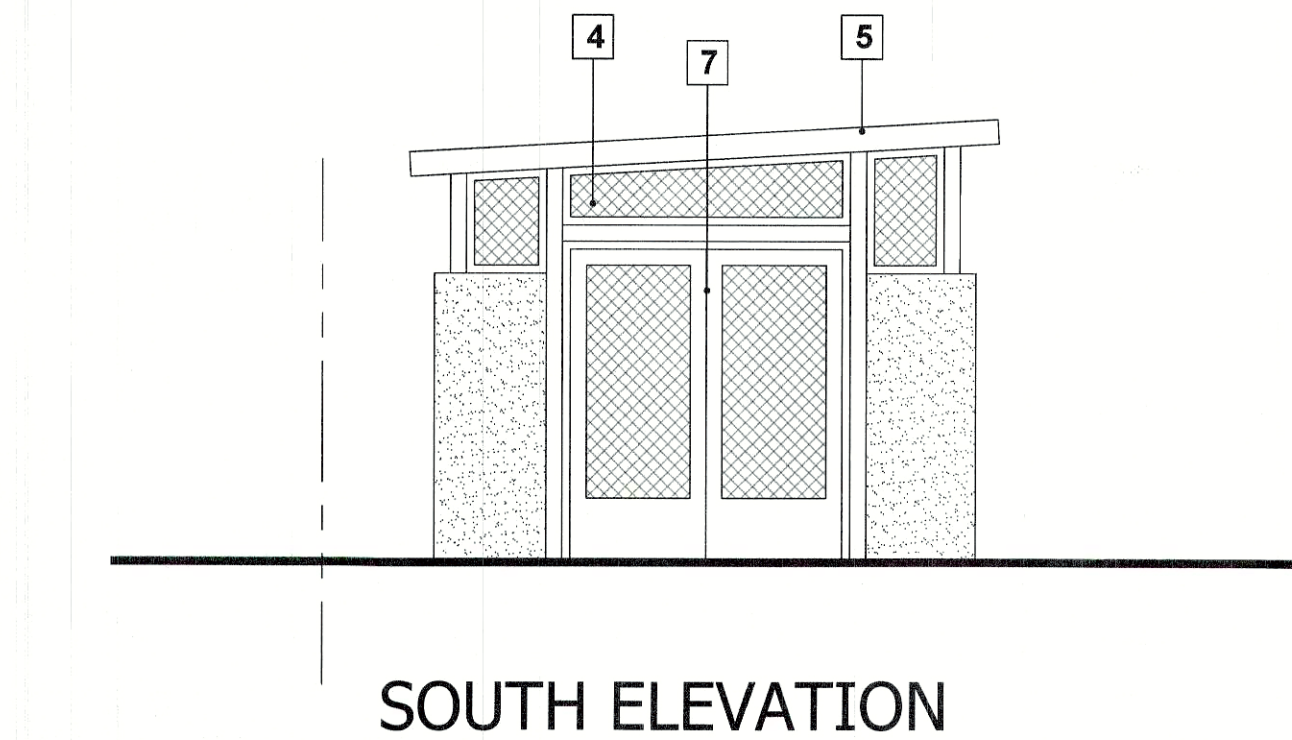
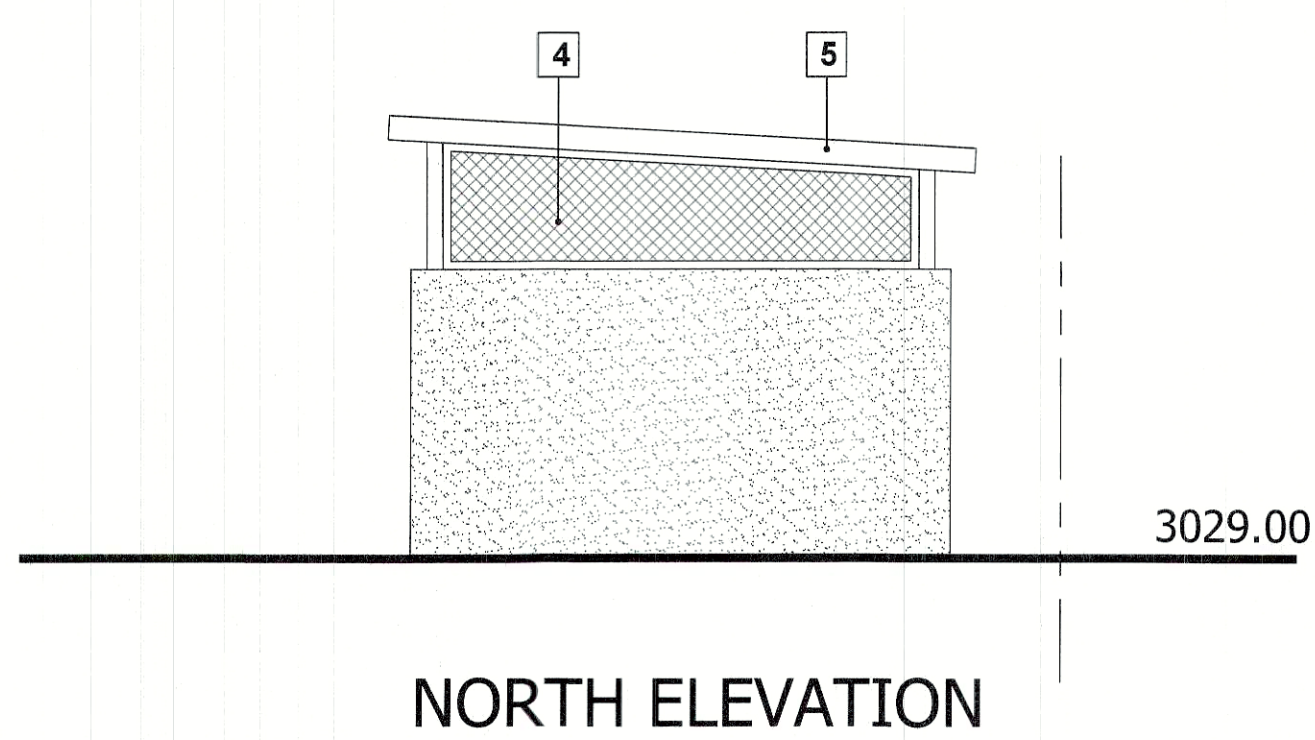
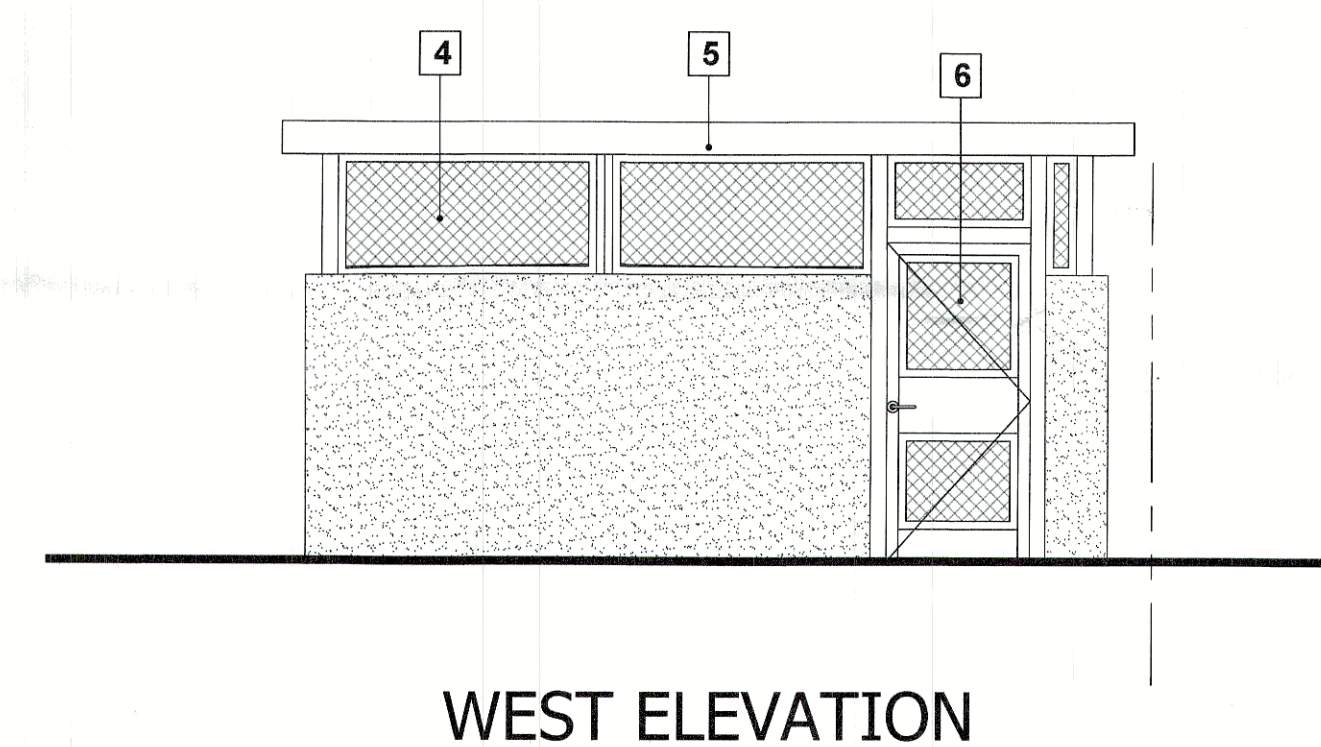
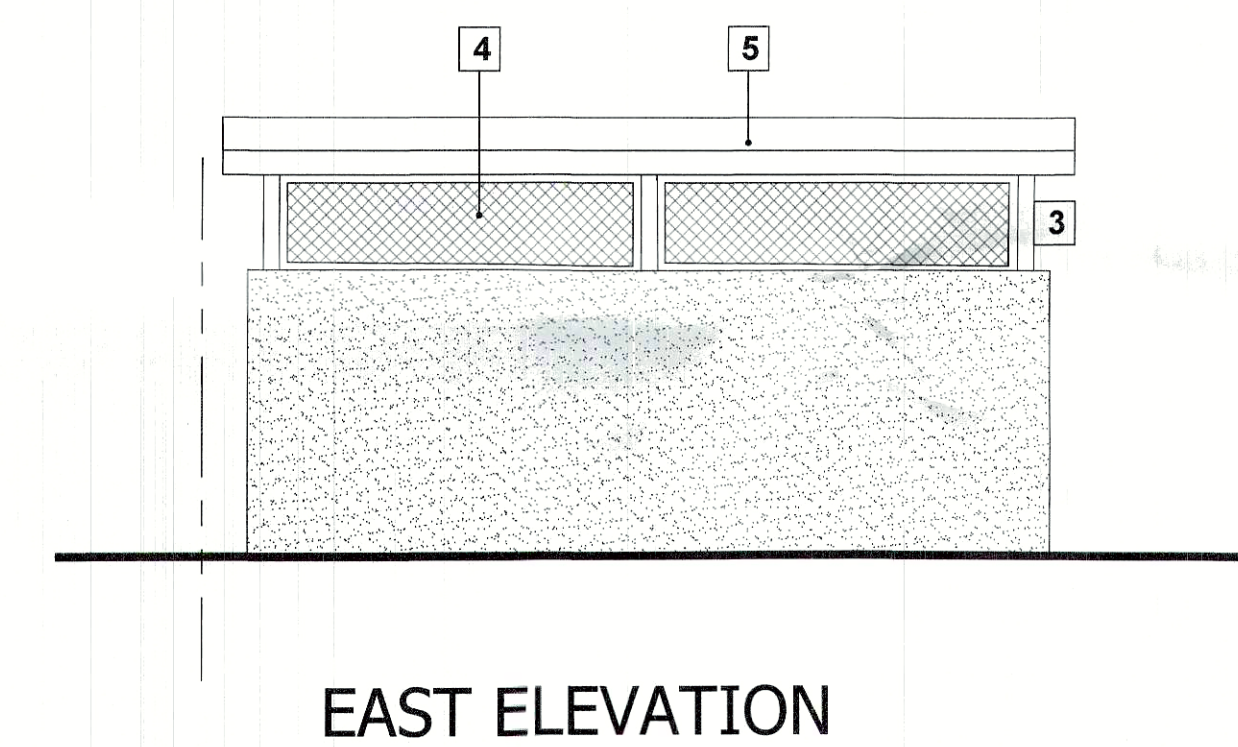
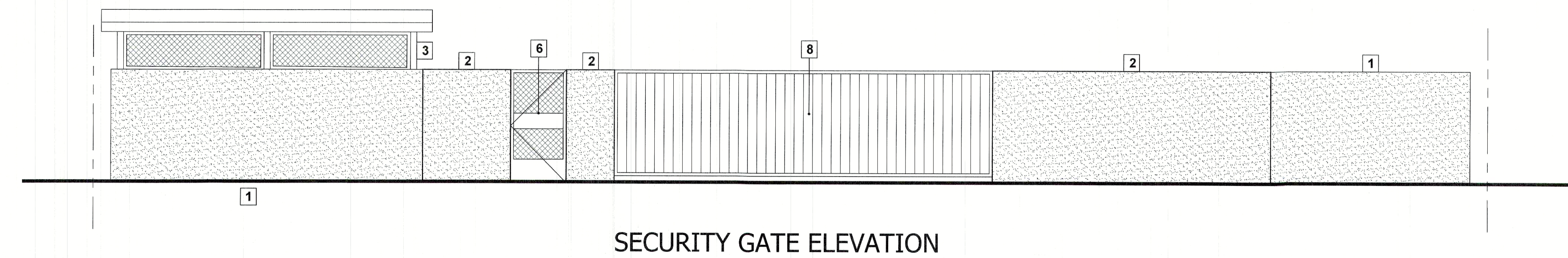
**EXTERIOR
ELEVATION**

SHEET NO.

A-3.0

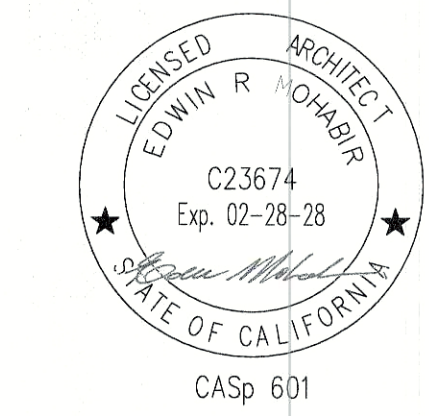


- 1 (E) 6 FEET HIGH MASONRY WALL TO BE PLASTERED WITH A SAND FINISH
- 2 (N) 6 FEET HIGH MASONRY WALL TO BE PLASTERED WITH A SAND FINISH
- 3 PROVIDE METAL POST SUPPORT FOR TRASH ROOM ROOF
- 4 PAINTED METAL MESH IN STEEL FRAME
- 5 METAL ROOF BY PAC CLAD
- 6 W.I METAL GATE WITH EXIT HARDWARE SAME AT TRASH ENCLOSURE
- 7 6 FT WIDE METAL GATE WITH CANE BOLT
- 8 MOTORIZED 20 FEET WIDE GATE



TRASH ROOM
SCALE: 1/4" = 1'-0"

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11975 HESPERIA RD.
HESPERIA, CA 92345

CLIENT:
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CONSTRUCTION & DEVELOPMENT
715 ARROW GRAND CIRCLE
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REVISIONS

PROJECT DATA

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ARCHITECT	EM
CHECKED BY	EM
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PROJECT NO.	-
SCALE	AS NOTED

SHEET TITLE
TRASH ROOM

SHEET NO.
A-4.1

ATTACHMENT "A"
List of Conditions for SPRR25-00002

Approval Date:
Effective Date:
Expiration Date:

This list of conditions applies to: Consideration of Site Plan Review Revision SPRR25-00002 to construct a 1,484 square foot addition to an existing 4248 square foot Options for Youth School building within the General Commercial (C2) zone located at 11975 Hesperia Road (Applicant: Options for Youth.; APN: 0415-035-10)

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

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

SPECIALTY PLANS. The following additional plans/reports shall be required for businesses with special environmental concerns: (B)

A. Demolition permits shall be obtained from the Building Division prior to demolition of above or below ground structures. Prior to issuance a certificate that the structure is asbestos free shall be obtained from a licensed environmental engineer

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

EXPIRATION OF ENTITLEMENT. Unless the applicant has obtained a grading permit and/or building permit and commenced construction, this approval shall expire three (3) years from the date of action of the reviewing authority. Where no grading or building permit is required, the allowed use on the site shall have commenced prior to the expiration date in compliance with the approval and any applicable conditions of approval. 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

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
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)

CONDITIONS REQUIRED PRIOR TO GROUND DISTURBING ACTIVITY

<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	PRE-CONSTRUCTION MEETING. Pre-construction meetings shall be held between the City the Developer grading contractors and special inspectors to discuss permit requirements monitoring and other applicable environmental mitigation measures required prior to ground disturbance and prior to development of improvements within the public right-of-way. (B)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	SURVEY. The Developer shall provide a legal survey of the property. All property corners shall be staked and the property address posted. (B)

CONDITIONS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE

<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	AQMD APPROVAL. The Developer shall provide evidence of acceptance by the Mojave Desert Air Quality Management District. (B)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	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)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	DEVELOPMENT FEES. The Developer shall pay required development fees as follows: A. School Fees
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	ACCESSIBLE PARKING SPACES. The project shall comply with California Building Code (CBC) Section 11B-208, ensuring that accessible parking spaces are provided as required for non-residential developments. (B)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	TRASH ENCLOSURE. All trash enclosures shall be in conformance with Municipal Code Section 16.16.360 and City approved construction details. The enclosure shall be enclosed on three sides by a minimum six-foot tall decorative masonry wall with split face block on the viewable side and a decorative cap. The masonry wall shall be earth tone in color; solid grey block is not allowed. The enclosure shall have

non-transparent metal gates and a solid roof-cover that is architecturally compatible with the primary building onsite and that serves to protect the refuse area from inclement weather, as well as prevents unauthorized entry into the enclosure. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

LANDSCAPE PLANS. The Developer shall submit three sets of landscape and irrigation plans including water budget calculations, required application fees, and completed landscape packet to the Building Division

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

SOLID MASONRY WALL/FENCING. The Developer shall submit four sets of masonry wall/wrought iron fencing plans to the Building Division with the required application fees for all proposed walls. Walls shall be constructed with split faced block where viewable from the public or right of way. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

ROOFTOP EQUIPMENT. All rooftop equipment shall be screened from view from the right-of-way and architecturally integrated into the design of the building. All roof-mounted mechanical equipment proposed on the roof shall be shown on a cross-section of the building, as well as a line of site study, evidencing that the equipment will be screened from view and will not be visible from the right-of-way. (P)

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. Park Fees (Not applicable to commercial and industrial developments (B)
- C. Utility Fees (E)

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)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

Landscaping/irrigation. The Developer shall install the landscaping and irrigation as required by the Planning Division. (P)

COMPLETED
NOT IN COMPLIANCE

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) 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

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ATTACHMENT "A"
List of Conditions for CUPE25-00004

Approval Date:
Effective Date:
Expiration Date:

This list of conditions applies to: **Consideration of Conditional Use Permit Extension CUPE25-00004 to construct a 414,700 SF distribution building within the Commercial Industrial Business Park (CIBP) zone of the Main Street and Freeway Corridor Specific Plan on 20 gross acres located on the north side of Poplar St, between Lassen Rd and Mesa Linda St (Applicant: Poplar 18, LLC; APNs: 3064-581-07 & -06.**

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CONDITIONS REQUIRED AS PART OF SUBMITTAL OF PUBLIC IMPROVEMENT PLANS

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

IRREVOCABLE OFFERS OF DEDICATION. The Developer shall submit an Offer of Dedication to the City's Engineering Department for review and approval. At time of submittal the developer shall complete the City's application for document review and pay all applicable fees. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

UTILITY NON INTERFERE/QUITCLAIM DOCS. The Developer shall provide non interference and or quitclaim letter(s) from any applicable utility agencies for any utility easements that affect the proposed project. All documents shall be subject to review and approval by the Engineering Department and the affected utility agencies. The improvement plans will not be accepted without the required documents and approval from the affected agencies. (E)

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NOT IN COMPLIANCE

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GEOTECHNICAL REPORT. The Developer shall provide two copies of the soils report to substantiate all grading building and public improvement plans. Include R value testing and pavement recommendations for public streets. (E B)

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NOT IN COMPLIANCE

COMPLIED BY

PLAN CHECK FEES. Plan checking fees must be paid in conjunction with the improvement plan submittal. All required plans, maps, requested studies, CFD annexations, etc. must be submitted as a package. The Developer shall coordinate with the City's Engineering Analyst, Dena Alcayaga at (760) 947-1438 or dalcayaga@hesperiaca.gov, to obtain the fee calculation form which shall be completed and submitted, along with fee payment, at time of plan submittal. Any outstanding fees must be paid before final inspection and the release of bonds. (E)

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NOT IN COMPLIANCE

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TITLE REPORT. The Developer shall provide a complete title report 90-days or newer from the date of submittal. (E)

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NOT IN COMPLIANCE

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DRAINAGE IMPACT PREVENTION. The Project shall provide additional drainage facilities, and/or additional drainage facility capacity to mitigate flooding or other downstream impacts associated with or in the vicinity of the proposed project per direction of the City Engineer.

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NOT IN COMPLIANCE

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DRAINAGE STUDY. The Developer shall submit three (3) copies of a Final Drainage Study which analyzes the pre-project and proposed project hydrology, including flows from offsite, flows generated onsite, hydraulic properties of flows entering or exiting the project to and from natural or constructed conveyances, and capacity and function of any runoff management structures such as catch basins, inlets, outlets and detention or retention structures. The study must include all information specified in the City's hydrology study outline

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DRYWELLS. The Project may be permitted to install drywells to ensure the required drawdown time will be achieved.

A. Drywells shall have a City-approved pretreatment component equivalent to a 2-phase system with debris shield and filter element.

B. Drywells shall be constructed by a contractor qualified in the construction of drywells.

C. Drywells in retention basins shall include a secured grate to prevent unauthorized removal.

D. The excavation for the drywell shall penetrate a minimum of 10 continuous feet into a suitable permeable layer or when a depth of 60 feet has been reached, unless otherwise approved by the City Engineer.

E. Drywells that cease to drain a basin or underground system within 48 hours of the end of a storm event shall be replaced or refurbished by the owner. This requirement shall be written in the CC&Rs for all subdivisions where drywells are installed.

F. Drywell usage shall comply with all prevailing City, State, and Federal requirements, including the Underground Injection Control Regulations for Class V Injection Wells.

G. A Drywell Maintenance Plan shall be submitted to the City for review and approval prior to the approval of a drywell installation at a project site.

H. The Drywell Maintenance Plan shall include the following:

1. Drywell(s) location, depth, type, installing contractor, date of installation, owner, maintenance contractor, and emergency contact.

2. Settling chambers and interceptors to be inspected annually;

3. Removal of sediment and debris when:

a. Sediment/debris level fills = 25% of the capacity;

b. Drywell ownership or maintenance responsibility changes;

c. Material not resulting from stormwater/urban runoff enters the settling chamber or interceptor

I. Submit inspection/maintenance reports to the City (Building and Safety within 10 days of inspection/mainte

COMPLETED **COMPLIED BY**
NOT IN COMPLIANCE

FINAL WQMP SUBMITTAL. Submit a final WQMP, prepared using the applicable Mojave River Watershed Group Regulated WQMP Template, which includes all required or proposed revisions, addresses any comments provided on the draft WQMP, provides final designs for best management practices (BMP's), and includes calculations for BMP sizing.

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The Project shall be designed to prevent adverse impacts to downstream properties and/or drainage facilities caused or exacerbated by the project. The project shall demonstrate that runoff from the completed project site will not exceed 90% of the pre-project runoff discharge rates for the 24-hour design storm for the 100-year return frequency rainfall events.

A. Drawdown Time. All drainage facilities which are designed to percolate/infiltrate surface runoff (including basins, drywells, or infiltration-based low impact development features) shall not accumulate standing water for more than 48 hours. All drainage facilities designed to provide detention storage shall recover 100 percent of their design detention volume within 48 hours.

B. Groundwater Protection. The Project shall ensure any retention/infiltration or detention facilities will not adversely impact groundwater.

C. Underground Retention/Detention Systems. The Project shall demonstrate a minimum functional life span of 50 years for materials (e.g., polymer, metal, mineral-based, or other) used in underground retention/detention systems.

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NOT IN COMPLIANCE

STORM WATER POLLUTION PREVENTION PLAN. The Project shall submit to the City for approval two (2) copies of a Storm Water Pollution Prevention Plan (SWPPP) as specified in the prevailing National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities issued by the California State Water Resources Control Board. Prepare the SWPPP using or following the format of the most recent SWPPP Template in the Construction BMP Handbook prepared by the California Stormwater Quality Association (requires subscription); see: <https://www.casqa.org/resources/bmp-handbooks>

NPDES: The Project shall enroll under the prevailing National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities issued by the California State Water Resources Control Board and pay applicable fees. The Project shall provide proof of such permit coverage including a copy of the Notice Of Intent Receipt Letter and the project WDID No. to the City.

Alternatively, projects from 1 to 5 acres with an approved Rainfall Erosivity Waiver authorized by U.S. EPA Phase II regulations certifying to the State Water Resources Control Board that construction activity will occur only when the Rainfall Erosivity Factor is less than 5 (R in the Revised

Universal Soil Loss Equation), shall provide a copy of the projects Erosivity Waiver Certification and Waiver ID to the City.

NPDES-PERMIT TERMINATION: Upon completion of construction, the Project shall ensure that all disturbed areas are stabilized and all construction waste, equipment, and unnecessary temporary BMPs are removed from the site. In addition, the Project shall file a Notice of Termination (NOT) with the Lahontan Regional Water Board as required by the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, and provide

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COMPLIED BY
RGRANADOS

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)

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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)

<u>COMPLETED</u>	<u>COMPLIED BY</u>
NOT IN COMPLIANCE	

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)

<u>COMPLETED</u>	<u>COMPLIED BY</u>
NOT IN COMPLIANCE	

EXPIRATION OF ENTITLEMENT. Unless the applicant has obtained a grading permit and/or building permit and commenced construction, this approval shall expire one (1) years from the date of action of the reviewing authority. Where no grading or building permit is required, the allowed use on the site shall have commenced prior to the expiration date in compliance with the approval and any applicable conditions of approval. 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)

<u>COMPLETED</u>	<u>COMPLIED BY</u>
NOT IN COMPLIANCE	

CEQA MITIGATION MEASURES. In addition to the conditions of approval, the project must comply with all mitigation measures that are identified in the Initial Study/Mitigated Negative Declaration (P).

CONDITIONS REQUIRED PRIOR TO GROUND DISTURBING ACTIVITY

<u>COMPLETED</u>	<u>COMPLIED BY</u>
NOT IN COMPLIANCE	

PRE-CONSTRUCTION MEETING. Pre-construction meetings shall be held between the City the Developer grading contractors and special inspectors to discuss permit requirements monitoring and other applicable environmental mitigation measures required prior to ground disturbance and prior to development of improvements within the public

<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	right-of-way. (B)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	SURVEY. The Developer shall provide a legal survey of the property. All property corners shall be staked and the property address posted. (B)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	CFD ANNEXATION. The applicant shall annex the property into Community Facilities District CFD 94-01 concurrent with recordation of the final map. (F)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	PRE-CONSTRUCTION SURVEY. A pre-construction survey for the burrowing owl shall be conducted by a City approved and licensed biologist, no more than 30 days prior to ground disturbance. (P)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	PROTECTED PLANTS. Three copies of a protected plant plan shall be submitted to the Planning Division showing the present location and proposed treatment of species in the Dalea and Spinosa (smoketree); Agavaceae (century plants, nolinias, and yuccas, including Joshua Trees); Prosopis (mesquites); Larrea (Creosote rings ten feet or greater in diameter); and all plants protected by the State Desert Native Plants Act, which shall be handled in accordance with the provisions of the Development Code and State law. The grading plan shall be consistent with the approved protected plant plan. Ground disturbing activities shall not commence until the protected plant plan is approved and the site is inspected and approved for clearing. (P)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	CFD ANNEXATION. The applicant shall annex the property into Community Facilities District CFD 2022-01 before occupancy of the first unit. (P)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	APPROVAL OF IMPROVEMENT PLANS. All required improvement plans shall be prepared by a registered Civil Engineer per City standards and per the City's improvement plan checklist to the satisfaction of the City Engineer. Five sets of improvement plans shall be submitted to the Development Services Department and Engineering Department for plan review with the required plan checking fees. All Public Works plans shall be submitted as a complete set. (E)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	UTILITY NON INTERFERENCE/QUITCLAIM. The Developer shall provide non interference and or quitclaim letter(s) from any applicable utility agencies for any utility easements that affect the proposed project. All documents shall be subject to review and approval by the Engineering Department and the affected utility agencies. Grading permits will not be issued until the required documents are reviewed and approved by all applicable agencies. Any fees associated with the required documents are the Developers responsibility. (E)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	TRAFFIC SIGNAL(S). The Developer shall design to construct a traffic signal at the intersection of US Hwy 395/Poplar Street with north- and southbound lane configurations as approved by the City and Caltrans. At a minimum, one westbound left-turn lane and two westbound right-turn lanes shall be designed to be installed on Poplar Street. Cycle lengths and

phase splits are optimized for each plus Project scenario. Should the intersection be signalized and improved by others, the applicant shall pay a fair-share towards ultimate improvements at the intersection as determined by the City of Hesperia based on the fair-share percentage established in Table 27 of the approved Project Traffic Impact Analysis. Traffic signal improvements shall exclude project driveways which shall be constructed by the proposed project. These payments shall be made to the City of Hesperia based on the latest cost estimates to be calculated by the applicant and as approved by the City Engineer immediately prior to payment.

COMPLETED **COMPLIED BY**
NOT IN COMPLIANCE

GRADING PLAN. The Developer shall submit a Grading Plan with existing contours tied to an acceptable City of Hesperia benchmark. The grading plan shall indicate building footprints and proposed development of the retention basin(s) as a minimum. Site grading and building pad preparation shall include recommendations provided per the Preliminary Soils Investigation. All proposed walls shall be indicated on the grading plans showing top of wall (tw) and top of footing (tf) elevations along with finish grade (fg) elevations. Wall height from finish grade (fg) to top of wall (tw) shall not exceed 6.0 feet in height. Grading Plans are subject to a full review by the City of Hesperia and the City Engineer upon submittal of the Improvement Plans. (E)

COMPLETED **COMPLIED BY**
NOT IN COMPLIANCE

STREET IMPROVEMENTS. The Developer shall design street improvements in accordance with City standards and these conditions. (E)

COMPLETED **COMPLIED BY**
NOT IN COMPLIANCE

THREE FLAGS (LASSEN ROAD) AVENUE. Developer shall design to construct half-width improvements on Three Flags (Lassen Road) Avenue across the project frontage, based on City's 100-foot Arterial Roadway Standard. The curb face is to be located at 36' from the approved centerline. The design shall be based upon an acceptable centerline profile extending a minimum of three hundred (300) feet beyond the project boundaries where applicable. These improvements shall consist of:

- A. 8" Curb and Gutter per City standards.
- B. Sidewalk (width = 6 feet) per City standards.
- C. Roadway drainage device(s).
- D. Streetlights per City standards.
- E. Intersection improvements including handicapped ramps per City standards.
- F. Commercial driveway approaches per City standards.
- G. Design roadway sections per existing, approved street sections and per "R" value testing with a traffic index of 10 and per the soils report.
- H. Cross sections every 50-feet per City standards.
- I. Traffic control signs and devices as required by the traffic study and/or the City Engineer.
- J. Provide a signage and striping plan per City standards. All striping shall be thermoplastic.
- K. Relocate existing utilities as required. The Developer shall coordinate with affected utility companies.
- L. It is the Developer's responsibility to obtain any off-site

dedications for transition tapers including acceleration / deceleration tapers per City standards. It is also the Developer's responsibility to obtain any additional Right-of-Way dedication needed to satisfy the 26' minimum paving requirement and returns at no cost to the City.

All work shall comply with City standards and to the satisfaction of the City Engineer.

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

POPLAR STREET. Developer shall design to construct half-width improvements on Poplar Street across the project frontage. Half width right-of-way shall 50' and the curb face is to be located at 42' from the approved centerline. The design shall be based upon an acceptable centerline profile extending a minimum of three hundred (300) feet beyond the project boundaries where applicable. These improvements shall consist of:

- A. 8" Curb and Gutter per City standards.
- B. Sidewalk (width = 6 feet) per City standards.
- C. Roadway drainage device(s).
- D. Streetlights per City standards.
- E. Intersection improvements including handicapped ramps per City standards.
- F. Design roadway sections per existing, approved street sections and per "R" value testing with a traffic index of 10 and per the soils report.
- G. Cross sections every 50-feet per City standards.
- H. Traffic control signs and devices as required by the traffic study and the City Engineer.
- I. Provide a signage and striping plan per City standards. All striping shall be thermoplastic.
- J. Relocate existing utilities as required. The Developer shall coordinate with affected utility companies.
- K. It is the Developer's responsibility to obtain any off-site dedications for transition tapers including acceleration / deceleration tapers per City standards. It is also the Developer's responsibility to obtain any additional Right-of-Way dedication needed to satisfy the 26' minimum paving requirement and returns at no cost to the City.

All work shall comply with City standards and to the satisfaction of the City Engineer.

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

MESA LINDA STREET. Developer shall design to construct half-width on Mesa Linda Street across the project frontage. Half width right-of-way shall be 50'. Curb face is to be located at 42' from the approved centerline. The design shall be based upon an acceptable centerline profile extending a minimum of three hundred (300) feet beyond the project boundaries where applicable. These improvements shall consist of:

- A. 8" Curb and Gutter per City standards.
- B. Sidewalk (width = 6 feet) per City standards.
- C. Roadway drainage device(s).
- D. Streetlights per City standards.
- E. Intersection improvements including handicapped ramps per City standards.

- F. Commercial driveway approaches per City standards.
- G. Pavement transitions per City Standards.
- H. Design roadway sections per existing, approved street sections and per "R" value testing with a traffic index of 10 and per the soils report.
- I. Cross sections every 50-feet per City standards.
- J. Traffic control signs and devices as required by the traffic study and/or the City Engineer.
- K. Provide a signage and striping plan per City standards. All striping shall be thermoplastic.
- L. It is the Developer's responsibility to obtain any off-site dedications for transition tapers including acceleration / deceleration tapers per City standards. It is also the Developer's responsibility to obtain any additional Right-of-Way dedication needed to satisfy the 26' minimum paving requirement and returns at no cost to the City.
- M. Relocate existing utilities as required. The Developer shall coordinate with affected utility companies.

All work shall comply with City standards and to the satisfaction of the City Engineer.

COMPLETED **COMPLIED BY**
NOT IN COMPLIANCE

UTILITY PLAN. The Developer shall design a Utility Plan for service connections and / or private hydrant and sewer connections. Any existing water, sewer, or storm drain infrastructures that are affected by the proposed development shall be removed / replaced or relocated and shall be constructed per City standards at the Developer's expense. (E)

- A. A remote read automatic meter reader shall be added on all meter connections as approved by the City Engineer.
- B. The Developer shall design a Utility Plan for service connections and / or private water and sewer connections. Domestic and fire connections shall be made from the existing 12" PVC water line in Poplar Street per City Standards.
- C. It is the Developer's responsibility to connect to sewer and pay the appropriate fees. The Developer shall extend sewer in Mesa Linda from Sultana Street to Poplar Street.
- D. Complete V.V.W.R.A.'s "Wastewater Questionnaire for Commercial / Industrial Establishments" and submit to the Engineering Department. Complete the "Certification Statement for Photographic and X-ray Processing Facilities" as required.

COMPLETED **COMPLIED BY**
NOT IN COMPLIANCE

DEDICATION(S). The Developer shall grant to the City an Irrevocable Offer of Dedication for Three Flags Avenue (Lassen Road). The right of way full width for Three Flags Avenue (Lassen Road) shall be one-hundred (100') feet. The Developer shall also grant to the City an Irrevocable Offer of Dedication for any part of the Path of Travel located behind any commercial drive approaches that encroach onto private property. It is the Developers responsibility to obtain any additional Right of Way dedication needed to satisfy the 26 minimum paving requirement at no cost to the City. Corner cut off right of way dedication per City standards is required at all intersections. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

PERCOLATION TEST. The applicant shall provide percolation test data which are adequate to substantiate the hydrologic performance of all proposed basins, underground retention systems, drywells, or other features requiring percolation of surface water:

- A. Projects shall provide site-specific percolation test data to substantiate the performance and effective drawdown time of all proposed surface retention basins.
- B. Projects shall provide site-specific, depth-appropriate percolation test data for the proposed subsurface infiltration/retention system; and/or for any proposed drywells.
- C. Percolations tests shall be performed in accordance with the procedures in Appendix A of the Riverside County Design Handbook for Low Impact Development Best Management Practices; available online at:

<http://www.floodcontrol.co.riverside.ca.us/NPDES/LIDBMP.aspx>

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

SWPPP IMPLEMENTATION. All of the requirements of the City-approved Storm Water Pollution Prevention Plan shall be implemented prior to the City's issuance of a grading permit, and shall be maintained until construction is complete and all disturbed areas are fully stabilized. (E)

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 CUP application with the following revisions made to the improvement plans: (E, P)

1) view obscuring walls shall be provided that would extend from the entry gates to the northern property line to adequately screen the truck parking and loading docks.

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

MITIGATION MEASURES: All applicable mitigation measures identified in the Final EIR for the Poplar 18 project shall be met prior to the required milestones identified within the MMRP.

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

CULTURAL RESOURCES. If cultural resources are found during grading then grading activities shall cease and the applicant shall contract with a City approved archaeologist or paleontologist to monitor grading prior to resuming grading. All cultural resources discovered shall be handled in accordance with state and federal law. A report of all resources discovered as well as the actions taken shall be provided to the City prior to issuance of a Certificate of Occupancy. (P)

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IN COMPLIANCE

COMPLIED BY
LHENRY

FISH AND GAME FEE. The applicant shall submit a check to the City in the amount of \$3,889.25 payable to the Clerk of the Board of Supervisors of San Bernardino County to enable the filing of a Notice of Determination. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

OFFICE AREAS: As shown on the approved site plan, the office area shall not exceed 10,000 square feet. Approval of a revised site plan review shall be required if the office area exceeds 10,000 square feet in order to verify that sufficient parking is available.

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

NATIVE AMERICAN RESOURCES. If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project. In the event that Native American cultural resources are discovered during project activities, all work in the immediate vicinity of the find shall cease and a qualified archaeologist shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. If significant Native American historical resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, a qualified archaeologist shall be retained to develop a cultural resources Treatment Plan, as well as a Discovery and Monitoring Plan. The Lead Agency and/or applicant shall, in good faith, consult local Indian tribes on the disposition and treatment of any artifacts or other cultural materials encountered during the project. (P)

CONDITIONS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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

COMPLETED
NOT IN COMPLIANCE

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

LANDSCAPE PLANS. The Developer shall submit three sets of landscape and irrigation plans including water budget calculations, required application fees, and completed landscape packet to the Building Division.

Plans shall utilize xeriscape landscaping techniques in conformance with the Landscaping Ordinance. The number, size, type and configuration of plants approved by the City shall be maintained in accordance with the Development Code. (P)

COMPLETED

COMPLIED BY

SOLID MASONRY WALLS AND FENCES. The Developer

NOT IN COMPLIANCE

shall submit four sets of masonry wall/wrought iron fencing plans to the Building Division with the required application fees for all proposed walls. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

FENCING PLANS. A combination four-foot high wrought iron fence and two- foot high split-face masonry wall shall be constructed on private property along the boundary of the retention basin in accordance with City standards. Two complete sets of engineered construction plans for the required fencing shall be submitted to the Building and Safety counter. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE. The project shall comply with the requirements of California Green Building Standards Code (CALGreen) Section 5.106.5.3 regarding electric vehicle (EV) charging infrastructure for non-residential developments. The developer shall provide the required number of EV-capable parking spaces, including the necessary raceways, conduits, panel capacity, and other supporting infrastructure to facilitate the future installation of EV charging stations in accordance with state and local requirements. This may include designated Electric Vehicle Charging Spaces (EVCS) that are required to have Electric Vehicle Supply Equipment (EVSE) installed as part of the project. (B)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

TRASH ENCLOSURE. All trash enclosures shall be in conformance with Municipal Code Section 16.16.360 and City approved construction details. The enclosure shall be enclosed on three sides by a minimum six-foot tall decorative masonry wall with split face block on the viewable side and a decorative cap. The masonry wall shall be earth tone in color; solid grey block is not allowed. The enclosure shall have non-transparent metal gates and a solid roof-cover that is architecturally compatible with the primary building onsite and that serves to protect the refuse area from inclement weather, as well as prevents unauthorized entry into the enclosure. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

LIGHT POLLUTION REDUCTION. The project shall comply with California Green Building Standards Code (CALGreen) Section 5.106.8 regarding Light Pollution Reduction for non-residential developments. Outdoor lighting systems shall be designed and installed to meet the minimum requirements of the California Energy Code for applicable Lighting Zones (0-4) and shall not exceed the allowable BUG (Backlight, Uplight, and Glare) ratings as specified in CALGreen Table 5.106.8 [N]. (B)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

ACCESSIBLE PARKING SPACES. The project shall comply with California Building Code (CBC) Section 11B-208, ensuring that accessible parking spaces are provided as required for non-residential developments. (B)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

ROOFTOP EQUIPMENT. All rooftop equipment shall be screened from view from the right-of-way and architecturally integrated into the design of the building. All roof-mounted mechanical equipment proposed on the roof shall be shown on a cross-section of the building, as well as a line of site study, evidencing that the equipment will be screened from view and will not be visible from the right-of-way. (P)

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

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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AS BUILT PLANS. The Developer shall provide as built plans, Notice of Completion, and One Year Maintenance Bonds to the Engineering / Water Sewer Departments. (E)

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PUBLIC IMPROVEMENTS. All public improvements shall be completed by the Developer and approved by the Engineering Department. Existing public improvements determined to be unsuitable by the City Engineer shall be removed and replaced. (E)

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EXECUTED AND RECORDED WQMP MAINTENANCE AGREEMENT. The WQMP Maintenance Agreement: Covenant and Agreement Regarding Water Quality Management Plan and Stormwater Best Management Practices Transfer, Access, and Maintenance, must be (1) prepared using the WQMP Maintenance Agreement Template provided as Attachment A to the City of Hesperia WQMP Templates, and (2) the complete WQMP Maintenance Agreement, with the Property Owners notarized signature(s) and suitable for recordation by the City, must be received before the City will authorize the final inspection or issue a Certificate of Occupancy.

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WQMP PERMIT. The Property Owner shall apply for a City WQMP Permit with the Building and Safety Department and pay the applicable permit fees. The WQMP Permit shall be renewed annually. To comply with the WQMP Permit, the Property Owner shall certify on an annual basis that all of the post-construction best management practices (BMPs) described in the approved project WQMP have been inspected and maintained as specified and required by the BMP Inspection and Maintenance Form and Operation and Maintenance Plan. The Property Owner shall provide proof of

the WQMP Permit before the City will issue a Certificate of Occupancy.

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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)

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LANDSCAPING/IRRIGATION. The Developer shall install the landscaping and irrigation as required by the Planning Division. (P)

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

(B) Building Division	760-947-1311
(E) Engineering Division	760-947-1711
(F) Fire Prevention Division	760-947-1603
(P) Planning Division	760-947-1224
(RPD) Hesperia Recreation and Park District	760-244-5488

ATTACHMENT "A"
List of Conditions for CUP25-00008

Approval Date:
Effective Date:
Expiration Date:

This list of conditions applies to: Consideration of Conditional Use Permit CUP25-00008 to allow the on-site sale and consumption of beer and wine (Type 41 ABC License) within an existing restaurant Bangkok Broiler Restaurant, located 15800 Main Street Suite 190 & 200, within the Neighborhood Commercial (NC) zone (Applicant Bangkok Broiler, APN: 0413-033-06)

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

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LICENSE TYPE. This approval shall only be for a Type 41 On- Sale- Beer & Wine license. Any change in use or change in alcohol license type shall require review and approval of a revised Conditional Use Permit. (P)

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VALID LICENSE. At all times during the conduct of the use allowed by this permit, the use shall obey all laws and shall maintain and keep in effect valid licensing from appropriate local, state and/or federal agencies as required by law. Should such required licensing be denied, expire or lapse at any time in the future, this permit shall become null and void.

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PERMIT REVOCATION. In the event the use hereby permitted under this permit is: (a) found to be in violation of the terms and conditions of this permit; (b) found to have been obtained by fraud or perjured testimony; or (c) found to be detrimental to the public health, safety or general welfare, or a public nuisance; this permit shall become null and void.

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ALCOHOL CONSUMPTION. No alcoholic beverages shall be consumed on any property adjacent to the licensed premises under the control of the licensee. This includes all sidewalks and the parking lot.

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EMPLOYEE AGE. All employees of the applicant serving alcohol must be at least 21 years of age.

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ABC REQUIREMENTS. The use must comply with the permit process and requirements set forth by the State of California, Alcoholic Beverage Control.

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ALCOHOL SALES REGULATIONS. The business shall comply with the Operational Regulations of Municipal Code

Section 16.16.370(F)(6) with the exception of (6)(a).

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INDEMNIFICATION. As a further condition of approval, the Applicant agrees to and shall indemnify, defend, and hold the City and its officials, officers, employees, agents, servants, and contractors harmless from and against any claim, action or proceeding (whether legal or administrative), arbitration, mediation, or alternative dispute resolution process), order, or judgment and from and against any liability, loss, damage, or costs and expenses (including, but not limited to, attorney's fees, expert fees, and court costs), which arise out of, or are in any way related to, the approval issued by the City (whether by the City Council, the Planning Commission, or other City reviewing authority), and/or any acts and omissions of the Applicant or its employees, agents, and contractors, in utilizing the approval or otherwise carrying out and performing work on Applicants project. This provision shall not apply to the sole negligence, active negligence, or willful misconduct of the City, or its officials, officers, employees, agents, and contractors. The Applicant shall defend the City with counsel reasonably acceptable to the City. The City's election to defend itself, whether at the cost of the Applicant or at the City's own cost, shall not relieve or release the Applicant from any of its obligations under this Condition.

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