

Development Review Committee

**Meeting Agenda
Wednesday, July 1, 2026
10:00 AM**



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



NOTE: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Planning Division at (760) 947-1224. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

**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, JULY 1, 2026

1. Page 5

Project Number: CUPR26-00003

Project Description:

Consideration of Conditional Use Permit Revision CUPR26-00003 to establish a tire shop at an existing 2,342 square foot commercial building within the neighborhood Commercial (NC) within the Main Street and Freeway Corridor Specific Plan on 0.71 acres located at 14407 Main Street (Applicant: Mota Rubber Inc; APN: 3057-131-58)

Staff Person: Assistant Planner Maricruz Montes

Attachments: [Site Plan](#)
[DRAFT COA](#)

2. Page 10

Project Number: SPR25-00013

Project Description:

Consideration of Site Plan Review SPR25-00013 to construct a 1,116 square foot drive-thru Dutch Bros Coffee shop with a customer walk up window located on 1.13 acres within the Regional Commercial (RC) Zone of the Main Street and Freeway Corridor Specific Plan located off the corner of Main Street and Key Pointe Drive (Applicant: Dutch Bros Coffee, John Caglia; APNs: 3064-481-09 & 24)

Staff Person: Senior Planner Edgar Gonzalez

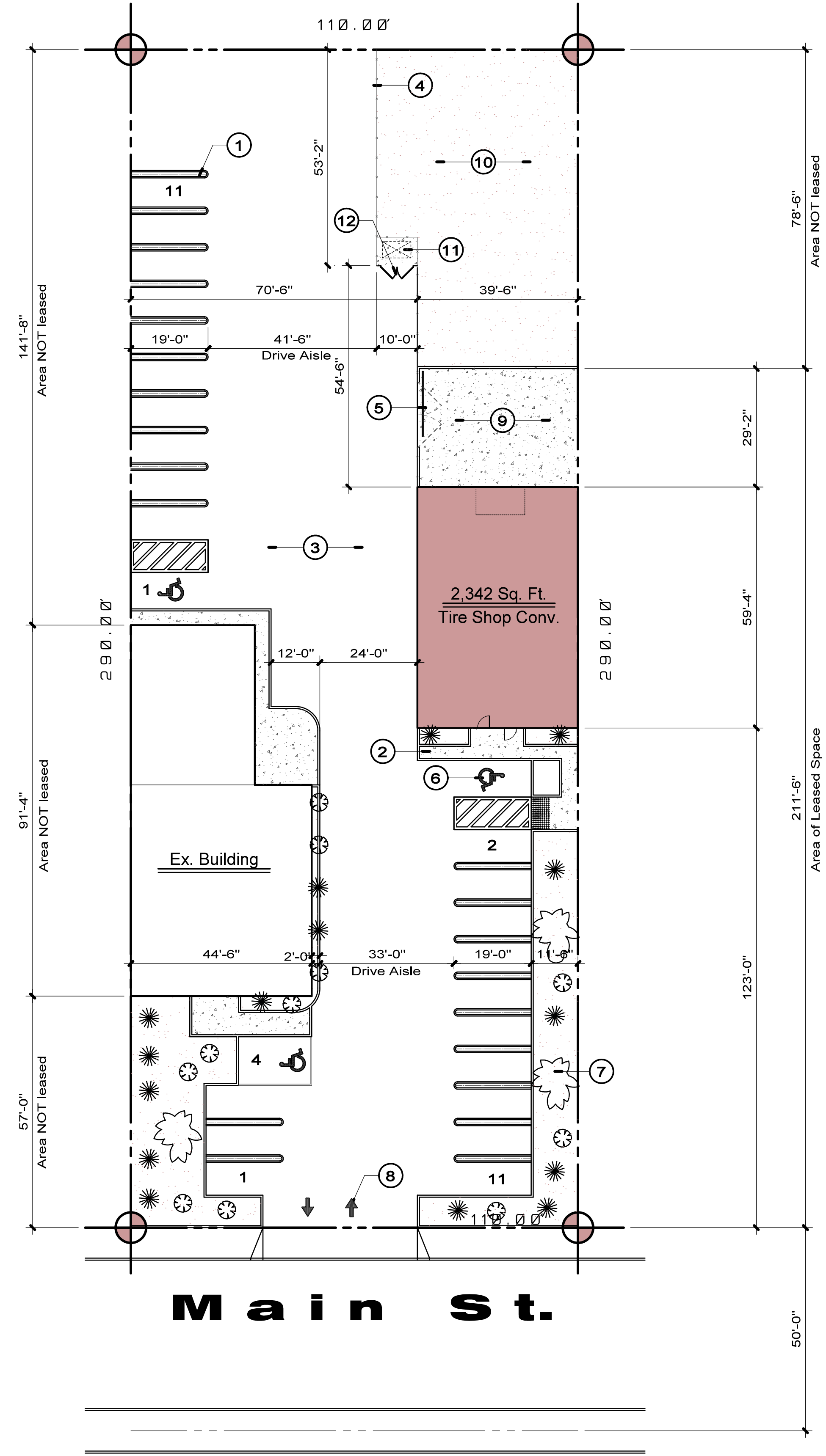
Attachments: [Project Plans](#)
[Draft Conditions of Approval](#)

3. Page 27**Project Number: ME26-00003****Project Description:**

Consideration of Minor Exception ME26-00003 to increase the height of a proposed front yard non-view-obscuring vinyl fence from 4 feet to 5 feet within the Single Family Residential (R-1) zone located at 7536 Drexel Avenue (Applicant: Angelie Fulton; APN: 0405-603-30)

Staff Person: Associate Planner Leilani Henry

Attachments: [SITE PLAN & PROPOSED FENCING](#)
[DRAFT COA](#)



Site Plan

SCALE 1" = 20'-0"

Project Data:

PROJECT DESCRIPTION:
Application to establish a 2,500 Sq. Ft. Tire Shop with 1 work bay at rear, with a 30'x15' service area. The existing building already has an existing lobby area with an adjacent break room area and a handicap accessible restroom. Lobby area has an existing lobby counter within ADA compliance.

All construction is to be per current CBC, CMC, CPC, CEC, CGSS and all city requirements and codes.

Developer / Owner's Information:
Junior's Tires
11239 11th Ave.
Hesperia, Ca. 92345
(760) 886-9767

Building Design & Planning:
PA Design Associates, LLC
Amargosa Rd. Suite 202
Victorville, Ca. 92392
(760) 887-1080

ASSESSOR'S PARCEL NUMBER:
APN: 3257-131-58

APPLICATION TYPE:
Conditional Use Permit (CUP) Application

LAND USE DESIGNATION:
N-C

PROPOSED LAND USE:
Tire Shop

BUILDING AREA TABULATION:
Proposed Tire Shop Conversion: Ex. 2,342 Sq. Ft.

OCCUPANCY TYPE:
B

Parking:
Ex. Parking To Remain As Shown - No Site Changes

PARKING ANALYSIS:

Parking Ratio:	Parking Required:
•Shop Parking: 3 Spcs./ Bay 1 Bays x 3 Spcs= 3 spcs	3 Spaces
•Office: 1/250 s.f. Office 573 S.F. = 2 Spaces	2 Spaces

PARKING PROVIDED:
Standard Uncovered Spaces (9' x 19') 4
Elongated Parking stalls (9' x 32') 1

Total Proj. Parking Required: 5 Spaces
Total Proj. Parking Provided: 26 Spaces

Shared parking with Caldwell Banker Offices on same site. Previously approved under separate permit.

- Site Plan Keynotes:**
- Existing/ approved parking areas to remain in place - no changes proposed.
 - Existing/ approved 4" wd. concrete sidewalk to remain in place - no changes proposed.
 - Existing asphalt surface to remain in place.
 - Existing chain-link fence to remain in place.
 - Remove existing 16' chain link swinging gate at entrance to rear shop area and replace with new perforated metal rolling gate of same height.
 - Existing/ approved ADA parking spaces to remain in place - no changes proposed.
 - Existing landscaping to remain in place.
 - Existing directional arrows painted on asphalt to remain in place.
 - Existing 29'-8" x 39'-6" concrete pad to remain.
 - Existing Dirt Area to remain (NOT part of Lease)
 - Existing & previously approved trash receptacle on existing conc. pad w/ 6" curb
 - Remove existing chain gate at trash enclosure & replace with perforated metal gate as approved per city planning

PA design associates
Planning • Building Design • Development
13849 Amargosa Rd. Ste. 202
Victorville, Ca. 92392
Email: info@paassociates.com
Phone: 760-887-1080

CUSTOM PROJECT FOR:
Jr's Tires
14407 Main St.
Hesperia, CA. 92345
(901) 800-9170

DRAWING CONTENTS
Site Plan

THE USE OF THESE PLANS, DRAWINGS, SPECIFICATIONS, AND/OR CALCULATIONS IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH THEY WERE PREPARED AND FORWARDED TO THE USER. REPRODUCTION OR TRANSMISSION OF THESE PLANS, DRAWINGS, SPECIFICATIONS, AND/OR CALCULATIONS FOR ANY OTHER PROJECT OR PURPOSE IS PROHIBITED EXCEPT WITH THE WRITTEN PERMISSION OF PA DESIGN ASSOCIATES.

DRAWN BY: DATE
AH 6/17/2026
Building Designer:
JOB NO. C-2342-26
DRAWING SHEET NUMBER

SP1

NO.	BY	DATE	DESCRIPTION



1 View of Exteriors - East & North



3 View of Exterior - North & Parking Area



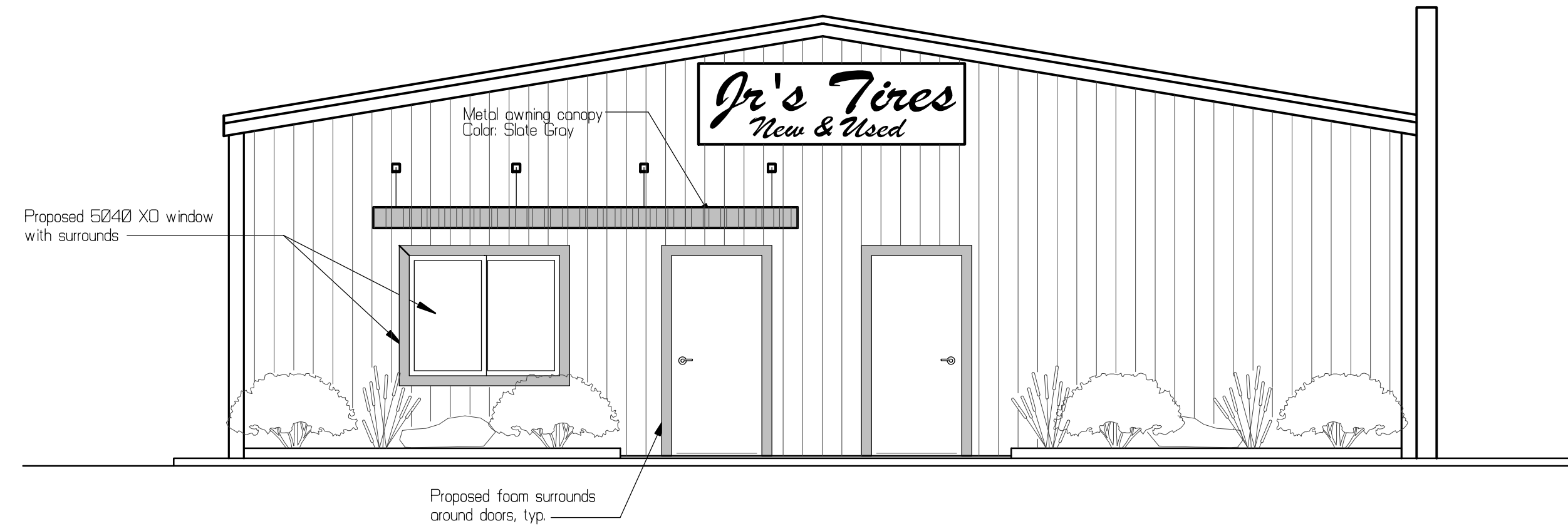
2 View of Exterior -South



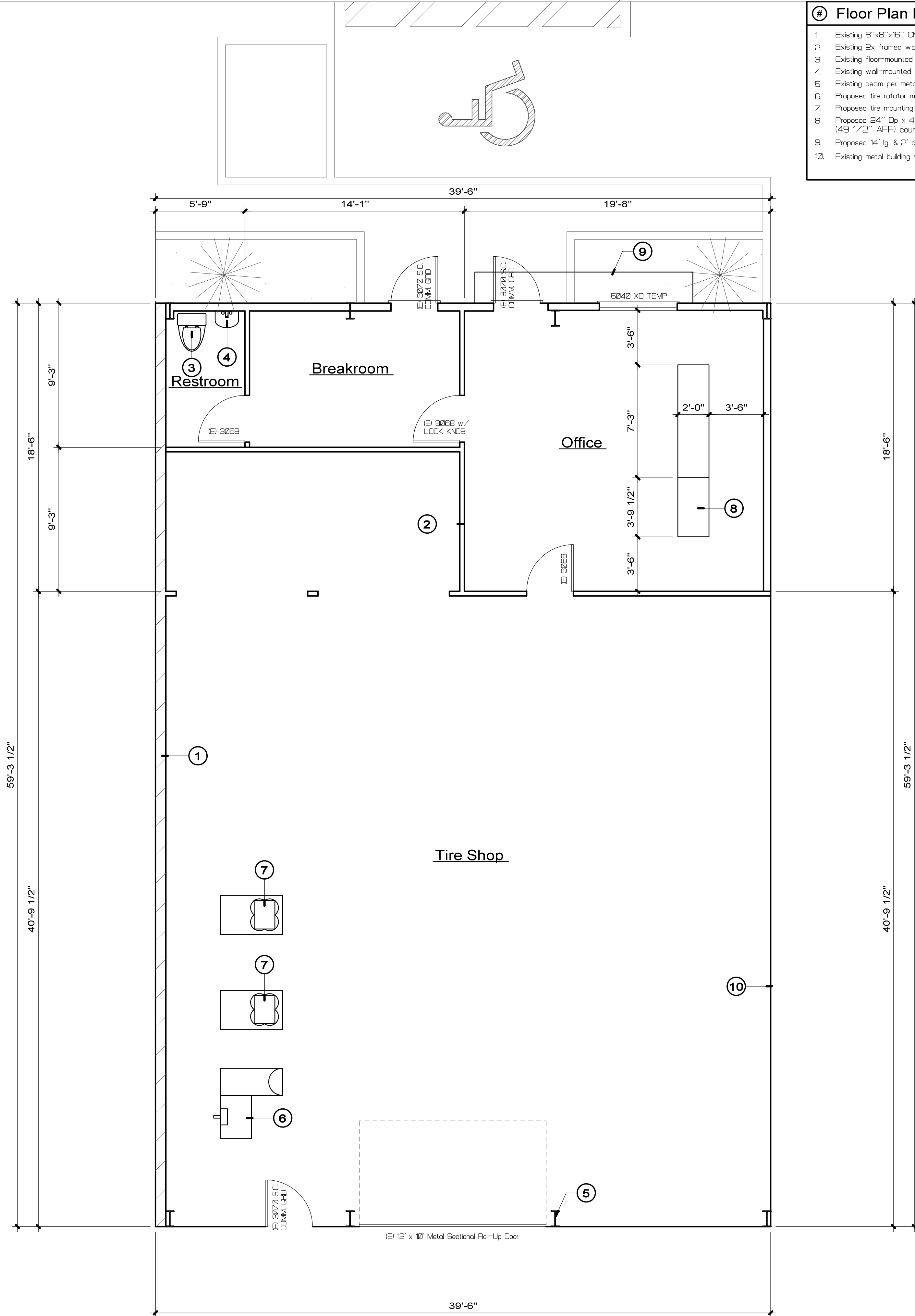
Perforated metal gate (Illustration)



Perforated metal gate at Trash Enclosure (Illustration)



Front Elevation



Floor Plan Keynotes:

- 1 Existing 8"x8"x16" CMU Block block wall to remain
- 2 Existing 2x framed wall to remain
- 3 Existing floor-mounted water closet to remain
- 4 Existing wall-mounted lav. to remain
- 5 Existing beam per metal building specs. to remain
- 6 Proposed tire rotator machine, including side-mounted computer
- 7 Proposed tire mounting and removal machine
- 8 Proposed 24" Dp x 45 1/2" Wd (31" AFF) counter & 92" Wd (49 1/2" AFF) counter
- 9 Proposed 14' lg & 2' dp metal awning cover over door & window
- 10 Existing metal building walls & structure

NO.	REVISION	DATE	DESCRIPTION

PA design associates
 Planning • Building Design • Development
 Ph: 760-887-1090
 12271 Antelope Dr.,
 Victorville, Ca. 92392
 Email: PA@designassociates.com

CUSTOM PROJECT FOR:
Jr's Tires
 14407 Main St.
 Hesperia, CA, 92345
 (901) 800-9170

DRAWING CONTENTS
Floor Plan, Proposed Exterior Elevation, Pics of Building
THE USE OF THESE SERVICES, SPECIFICATIONS, AND/OR CALCULATIONS IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH THEY WERE PREPARED AND FURNISHED TO THE HOLDER. REPRODUCTION OR TRANSMISSION OF THESE SERVICES OR CALCULATIONS TO ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN PERMISSION OF PA DESIGN ASSOCIATES IS PROHIBITED EXCEPT WITH THE WRITTEN PERMISSION OF PA DESIGN ASSOCIATES.

DRAWN BY: AH
 DATE: 6/17/2026
 Building Designer: *[Signature]*
 JOB NO.: C-2342-26
 DRAWING SHEET NUMBER

A1

Floor Plan

Building Area: 2500 Sq. Ft.

Scale 1/4" = 1'-0"

DRAFT

ATTACHMENT "A" List of Conditions for CUPR26-00003

Approval Date: July 01, 2026
Effective Date: July 14, 2026
Expiration Date: July 14, 2029

This list of conditions applies to: Consideration of Conditional Use Permit Revision CUPR26-00003 to establish a tire shop at an existing 2,342 square foot commercial building within the neighborhood Commercial (NC) within the Main Street and Freeway Corridor Specific Plan on 0.71 acres located at 14407 Main Street (Applicant: Mota Rubber Inc; APN: 3057-131-58)

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

<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	CERTIFICATE OF OCCUPANCY/LICENSE. Tenant must apply for and receive certificate of occupancy and a business license from Building and Safety prior to offering services to the public or conducting business within the commercial location.
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	TENANT IMPROVEMENTS. Prior to occupancy and commencement of operations, the applicant/tenant shall submit professionally prepared plans for review and obtain all required building permits for any proposed tenant improvements and complete all work in compliance with applicable Building and Safety codes, including but not limited to structural, electrical, plumbing, mechanical, fire, and accessibility requirements. All improvements shall be subject to review, inspection, and approval by the Building and Safety Division. A final inspection and approval shall be obtained prior to issuance of a Certificate of Occupancy or authorization to operate.
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	SITEPLAN. Plans and intended use shall be consistent with the plans approved as part of this CUPR application. No outdoor storage is permitted. The intensification of use shall require a CUPR application submittal, review and approval with the Planning Division.
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	BUSINESS LICENSE. Prior to the commencement of operations, the applicant/tenant shall obtain and maintain a valid City business license in accordance with the Municipal Code. (B)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	SAN BERNARDINO COUNTY FIRE. Prior to the issuance of building permits and/or commencement of operations, the applicant/tenant shall submit project plans to the San Bernardino County Fire Department for review and approval.

The project shall comply with all applicable fire and life safety requirements, including but not limited to fire access, fire flow, fire sprinklers, alarms, and hazardous materials regulations, as determined by the Fire Department. All required permits, inspections, and approvals from the Fire Department shall be obtained prior to final occupancy.

CONDITIONS REQUIRED AS PART OF SUBMITTAL OF PUBLIC IMPROVEMENT PLANS

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

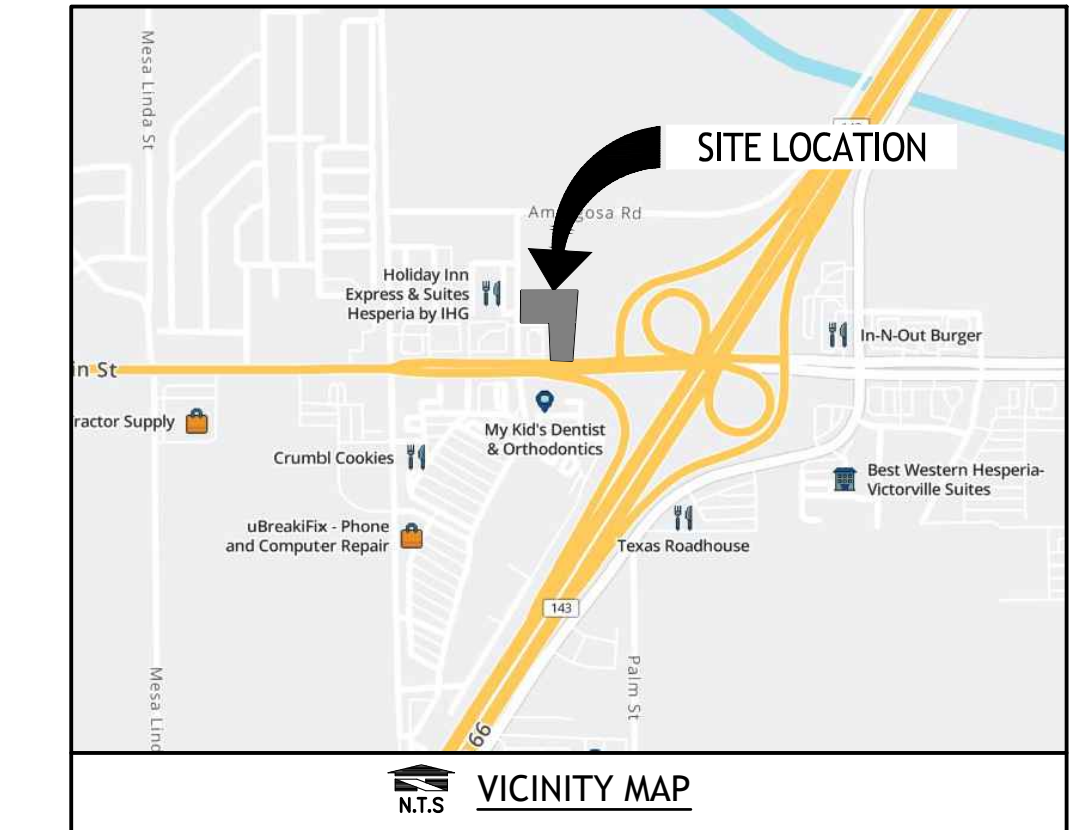
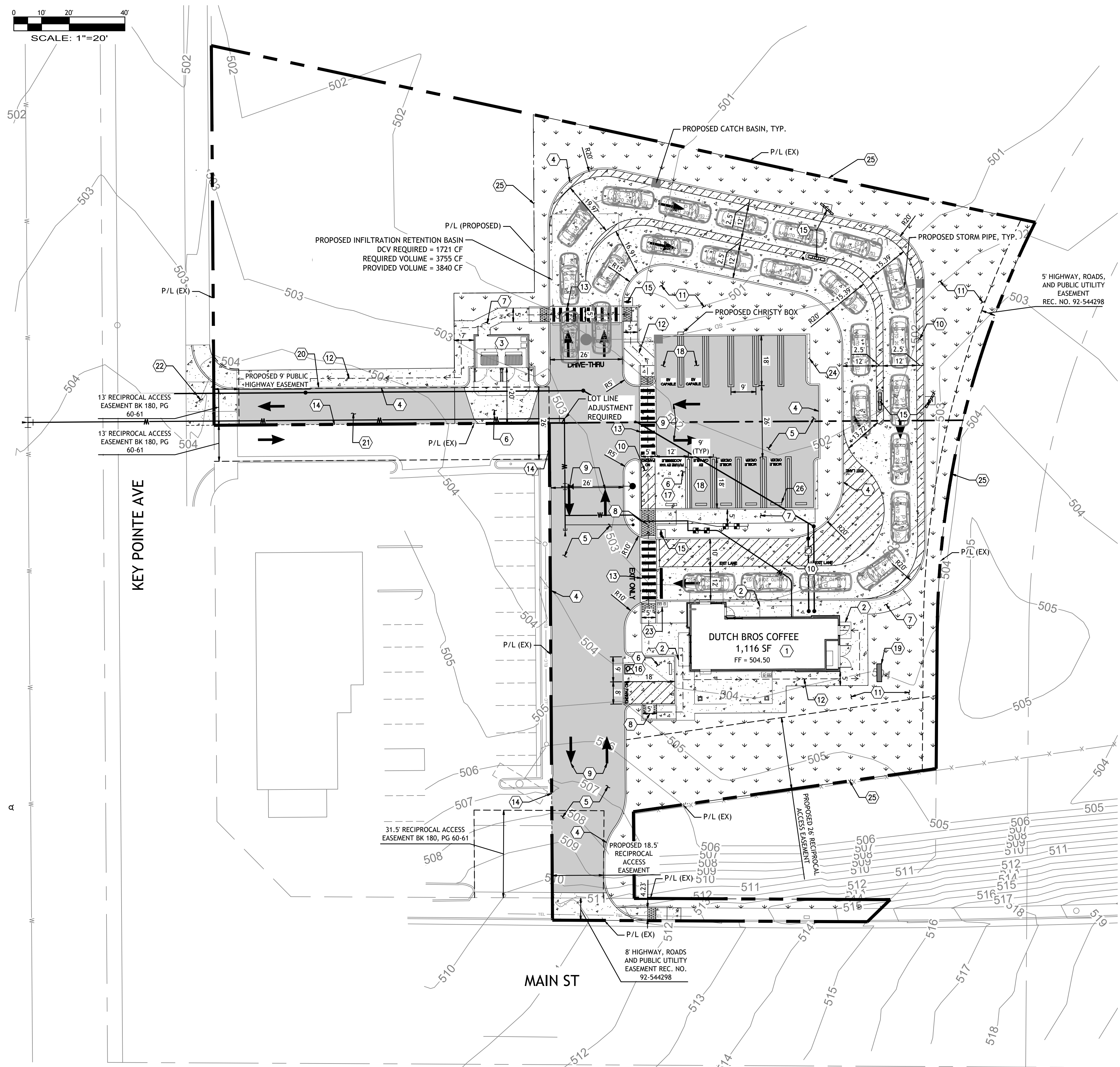
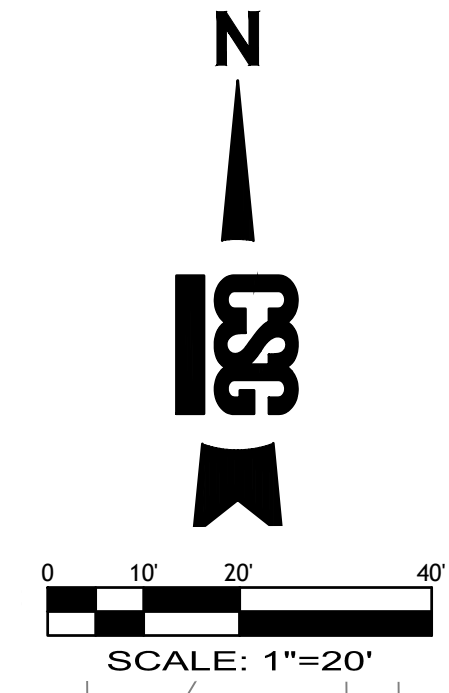
COMPLIED BY

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)

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

DUTCH BROS COFFEE CA4109 HESPERIA, CA SITE PLAN



PROJECT DATA
 NAME: DUTCH BROS COFFEE - HESPERIA, CA
 ADDRESS: NEQ MAIN STREET AND KEY POINTE AVENUE, HESPERIA, CA, 92345

OWNER
 12800 MAIN STREET LLC
 1901 AVENUE OF THE STARS
 LOS ANGELES, CA 90067
 ATTN: ANDREW COEHN & MARCUS EVERARD
 TEL: (847) 287-1937

DEVELOPER
 DUTCH BROS COFFEE
 1930 W RIO SALADO PKWY
 TEMPE, AZ 85281
 TEL: (877) 899-2767
 CONTACT: RON AUSTERMAN
 EMAIL: RON.AUSTERMAN@DUTCHBROS.COM

ENGINEER
 CORESTATES, INC.
 18215 72ND AVE. SOUTH
 KENT, WA 98032
 TEL: (425) 251-6222
 CONTACT: ANTHONY MERLINO, P.E.
 EMAIL: AMERLINO@CORE-STATES.COM

LEGAL DESCRIPTION:
 PARCEL A: (APN: 3064-481-24-0-000)
 PARCEL 1 OF PARCEL MAP NO. 15523, IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 192, PAGES 47 AND 48 OF PARCEL MAPS, RECORDS OF SAID COUNTY.
 PARCEL B1: (APN: 3064-481-09-0-000)
 PARCEL 1 OF PARCEL MAP NO. 8888, IN THE CITY OF HESPERIA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 93, PAGES 49 AND 50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
 EXCEPTING THEREFROM ALL THAT PORTION THEREOF AS DESCRIBED IN FINAL ORDER OF CONDEMNATION RECORDED JUNE 21, 2004 AS INSTRUMENT NO. 2004-0438731, OF OFFICIAL RECORDS OF SAID SAN BERNARDINO COUNTY.
 PARCEL B2:
 AN EASEMENT FOR INGRESS AND EGRESS, OVER AND ACROSS THE SOUTHERLY 26.00 FEET OF THE EASTERLY 28.00 FEET OF PARCEL 14 OF PARCEL MAP NO. 14419-1, AS PER MAP RECORDED IN BOOK 180, PAGES 60 AND 61 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

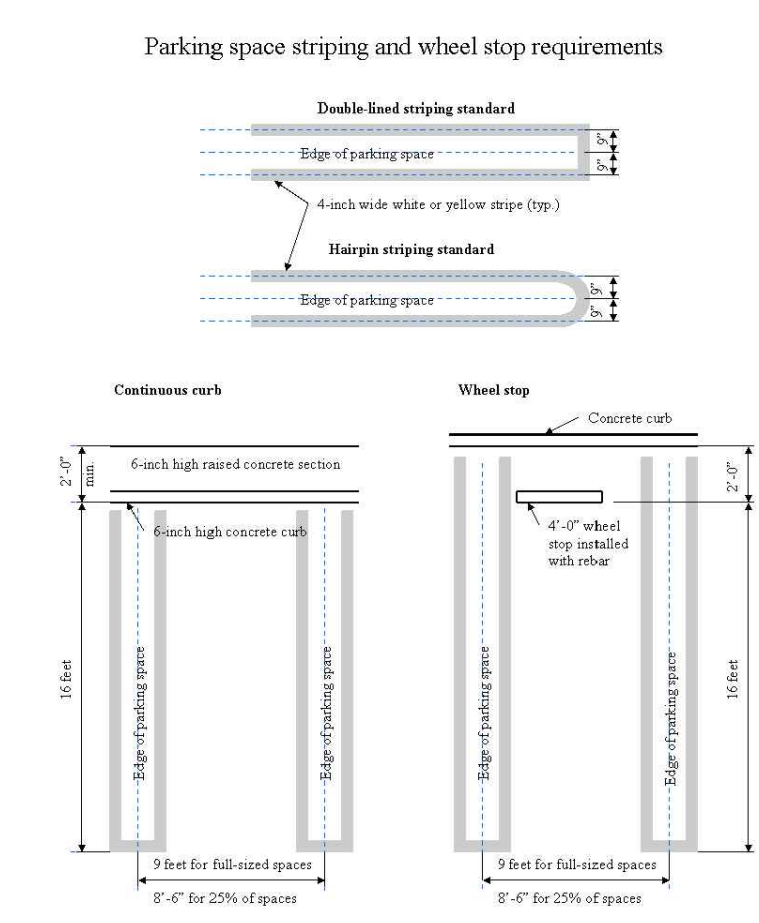
PROPOSED PARKING SPACES:
 - REGULAR PARKING = 8
 - ADA PARKING = 1
 - FUTURE EV VAN ACCESSIBLE PARKING = 1
 - FUTURE EV CAPABLE PARKING = 3
TOTAL PARKING = 13

QUEUING = 25

TRASH ENCLOSURE = 20' X 12'

PROPOSED GROUND COVER SUMMARY:
 BUILDING: 1116 SF (3.0%)
 TRASH ENCLOSURE: 249 SF (0.7%)
 PAVING (CONCRETE, ASPHALT, CURBS): 25,628 SF (68.3%)
 LANDSCAPE: 10,620 SF (28.3%)
37,512 SF (100.0%)

Sheet List Table	
Sheet Number	Sheet Title
1	SITE PLAN
2	PRELIMINARY UTILITY PLAN



- 7 SITE PLAN NOTES:**
- LOCATION OF DUTCH BROS COFFEE BUILDING. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - LOCATION OF AWNING. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - PROPOSED 20'X12' TRASH ENCLOSURE WITH CONCRETE PAD.
 - PROPOSED CONCRETE BARRIER CURB, TYPICAL.
 - PROPOSED ASPHALT PAVEMENT, TYPICAL.
 - PROPOSED ON-SITE CONCRETE PAVEMENT, TYPICAL.
 - PROPOSED ON-SITE CONCRETE SIDEWALK (WIDTH VARIES), TYPICAL.
 - PROPOSED ACCESSIBLE RAMP, TYPICAL.
 - PROPOSED DIRECTIONAL PAVEMENT MARKINGS, TYPICAL.
 - PROPOSED NO PARKING STRIPING. STRIPES 4" WIDE, 45 DEGREE, 24" O.C. SAFETY WHITE, TYPICAL.
 - PROPOSED LANDSCAPE AREA, TYPICAL.
 - PROPOSED ACCESSIBLE PATH, TYPICAL. SEE ACCESSIBLE NOTE THIS SHEET.
 - PROPOSED CONTINENTAL TYPE PEDESTRIAN CROSSWALK STRIPING.
 - PROPOSED SAWCUT LINE, TYPICAL.
 - PROPOSED LOCATION OF SIGN. REFER CONSTRUCT CONCRETE PAD IF IN LANDSCAPED AREA.
 - PROPOSED ACCESSIBLE STALL.
 - PROPOSED ACCESSIBLE EV STALL.
 - PROPOSED EV STALL.
 - PROPOSED PYLON SIGN.
 - PROPOSED FIRE LANE STRIPING
 - EXISTING ASPHALT TO BE REMOVED/REPLACED
 - EXISTING CONCRETE TO BE REMOVED/REPLACED
 - PROPOSED TRASH RECEPTACLE
 - PROPOSED 1' CONCRETE STEP-OUT, TYPICAL.
 - PROPOSED DECORATIVE ALUMINUM EDGING
 - PROPOSED WHEEL STOP

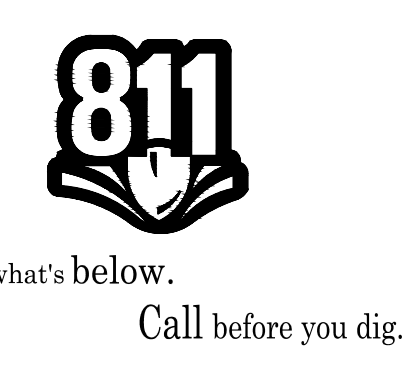
- 8 GRADING AND UTILITY NOTES:**
- PROPOSED UNDERGROUND INFILTRATION RETENTION
 VOLUME: 3840 CF
 FOOTPRINT: 24FT X 40FT X 4FT

LEGEND

BUILDING LINE	
EXISTING CURB TO REMAIN	
PROPOSED CURB	
PROPOSED LANDSCAPING	
PROPOSED ASPHALT	
PROPOSED CONCRETE	

18215 72nd Avenue South
 Kent, WA 98032
 855.CSG.1999
 www.core-states.com
 CoreStates, Inc.
 California Engineering
 CERTIFICATE OF AUTHORIZATION
 NO. 100524452

**PROGRESS PRINT
NOT FOR
CONSTRUCTION**
 6/22/2026 8:25 AM



THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR DEPTH OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. CORESTATES, INC. DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES.

DUTCH BROS COFFEE CA4109
 NEQ MAIN ST AND KEY POINTE AVE
 HESPERIA, CA

DUTCH BROS COFFEE
 1930 W RIO SALADO PKWY
 TEMPE, AZ 85281

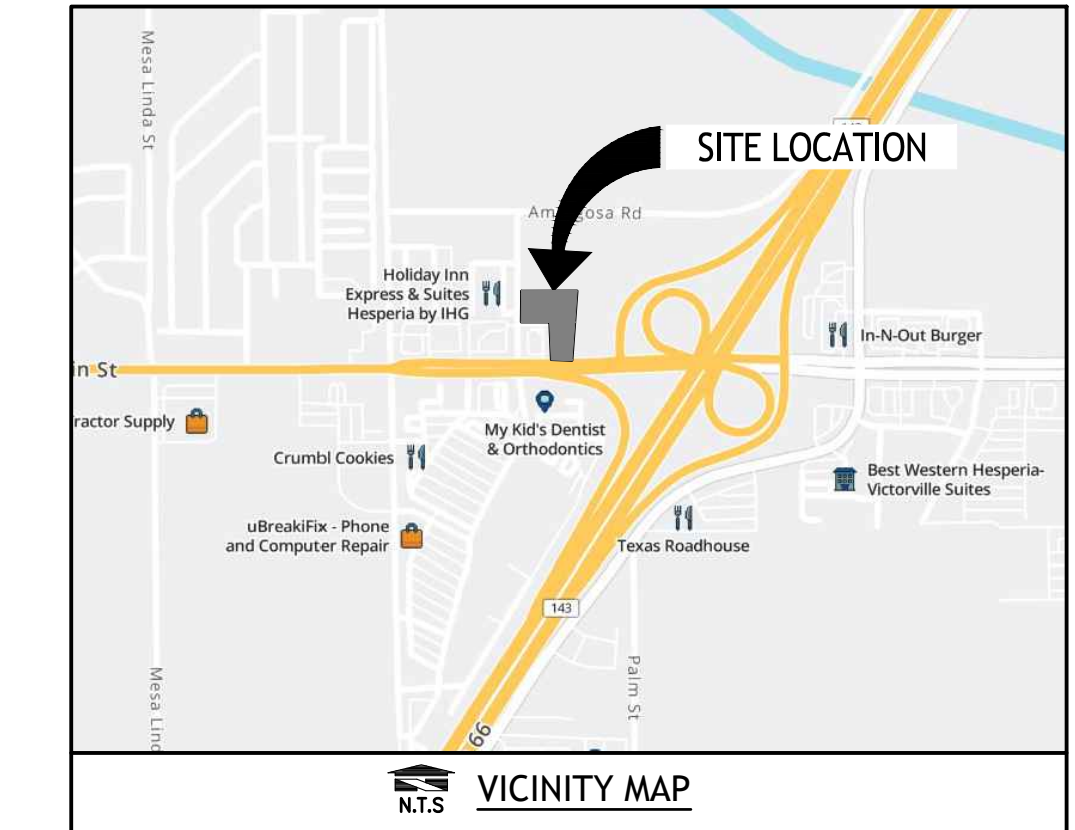
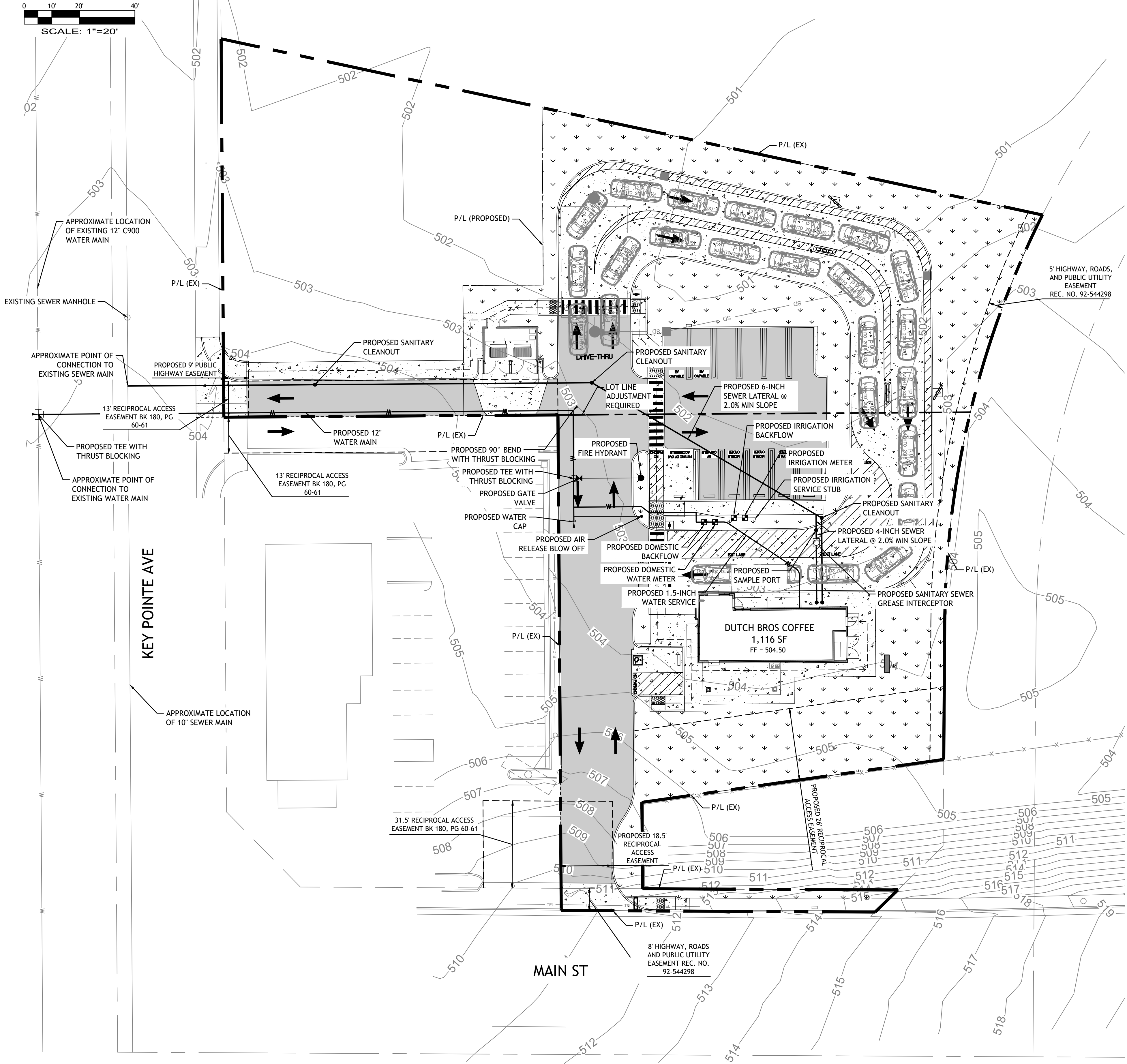
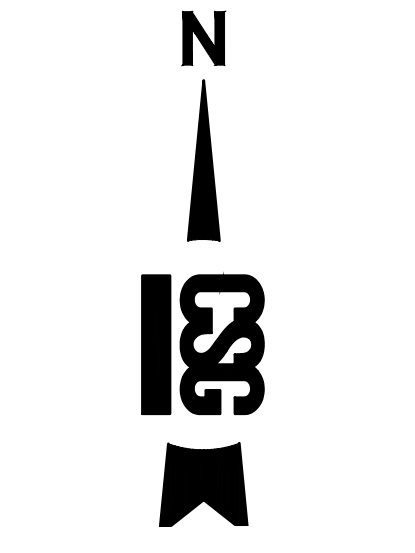


REV	DATE	COMMENT	BY

Drawn: DT
 Reviewed: AEM
 Sheet Date: 06/22/2026
 Proj. Number: 24440

SITE PLAN

DUTCH BROS COFFEE CA4109 HESPERIA, CA PRELIMINARY UTILITY PLAN



18215 72nd Avenue South
Kent, WA 98032
855.CSG.1999

www.core-states.com

CoreStates, Inc.
California Engineering
CERTIFICATE OF AUTHORIZATION
NO. 100524452

**PROGRESS PRINT
NOT FOR
CONSTRUCTION**
6/22/2026 8:25 AM

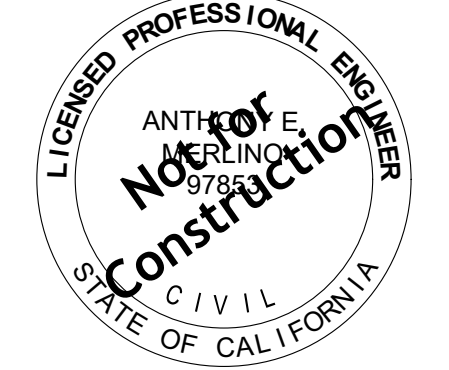


Know what's below.
Call before you dig.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. CORE STATES, INC. DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES.

DUTCH BROS COFFEE CA4109
NEQ MAIN ST AND KEY POINTE AVE
HESPERIA, CA

DUTCH BROS COFFEE
1930 W RIO SALADO PKWY
TEMPE, AZ 85281



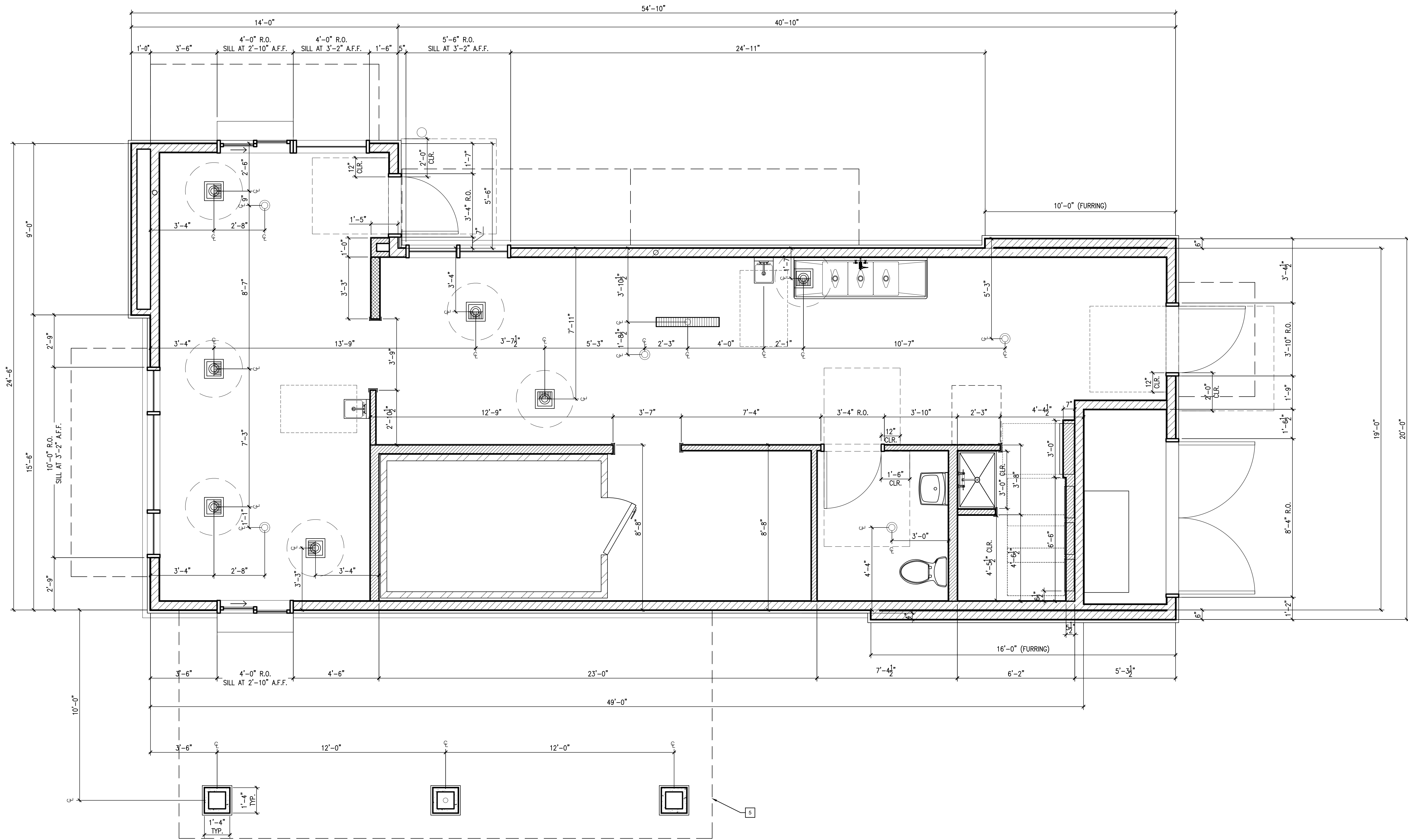
REV	DATE	COMMENT	BY

Drawn: DT
Reviewed: AEM
Sheet Date: 06/22/2026
Proj. Number: 24440

LEGEND	
BUILDING LINE	
EXISTING CURB TO REMAIN	
PROPOSED CURB	
PROPOSED LANDSCAPING	
PROPOSED ASPHALT	
PROPOSED CONCRETE	

**PRELIMINARY UTILITY
PLAN**

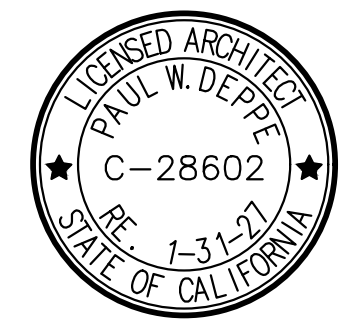
The name DUTCH BROS. and all associated logos, distinctive designs, content, information, and other materials featured, displayed, contained herein, and made available by Dutch Bros., including but not limited to, the "look and feel" of the establishments and products, all text, images, colors, configurations, and/or other intellectual property rights and unfair competition laws under the United States and foreign laws.



ad
ARMÉT DAVIS NEWLOVE & ASSOCIATES, AIA ARCHITECTS

1330 OLYMPIC BLVD.
 SANTA MONICA, CALIFORNIA 90404
 PH 310 452-5533 FAX 310 450-4742

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.



Project No: CA4109
 Dutch Bros Coffee - New Freestanding Store
 DB2550SQ-A1
 MAIN ST. & KEY POINTE AVE.
 HESPERIA, CA 92344

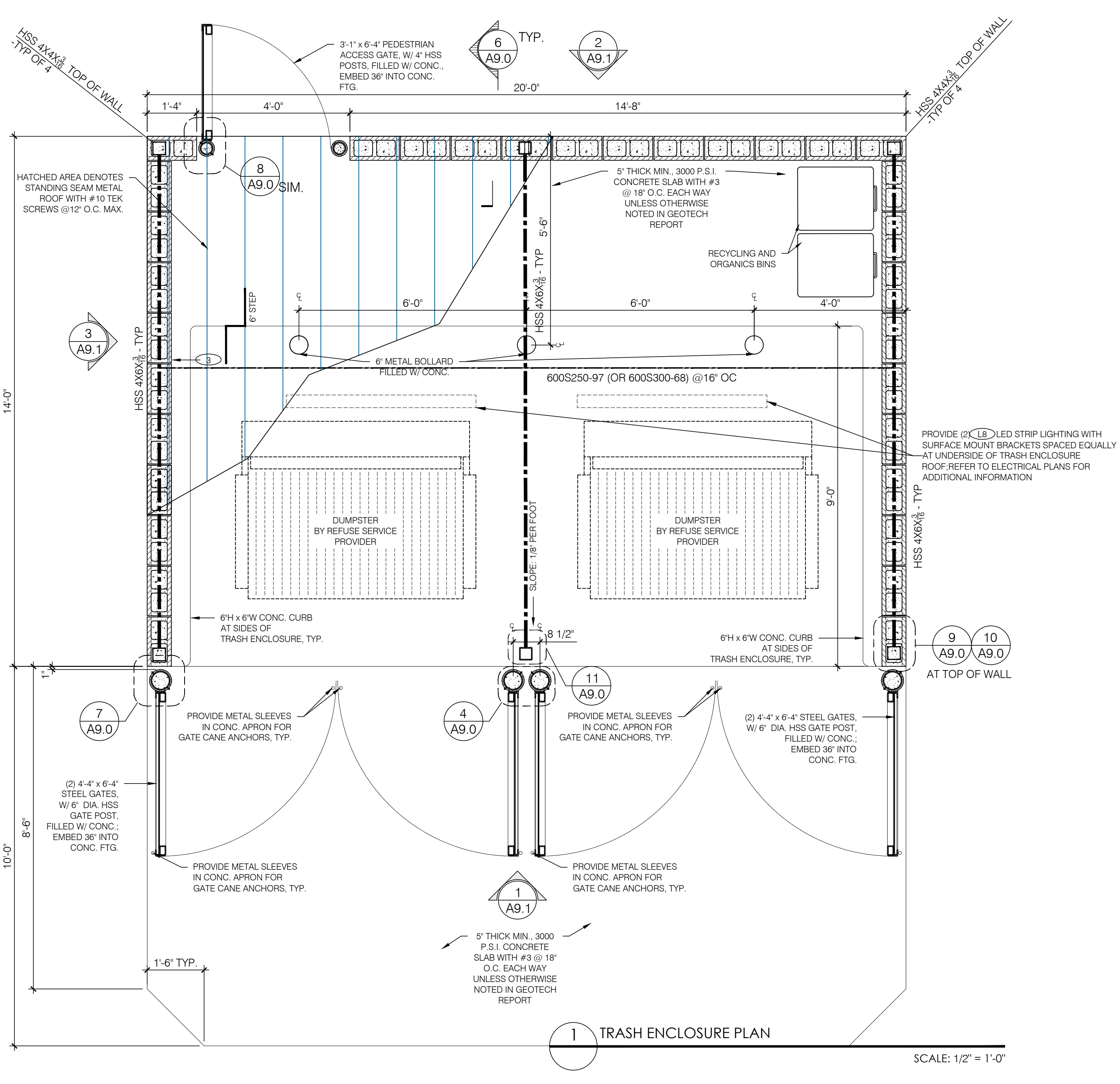
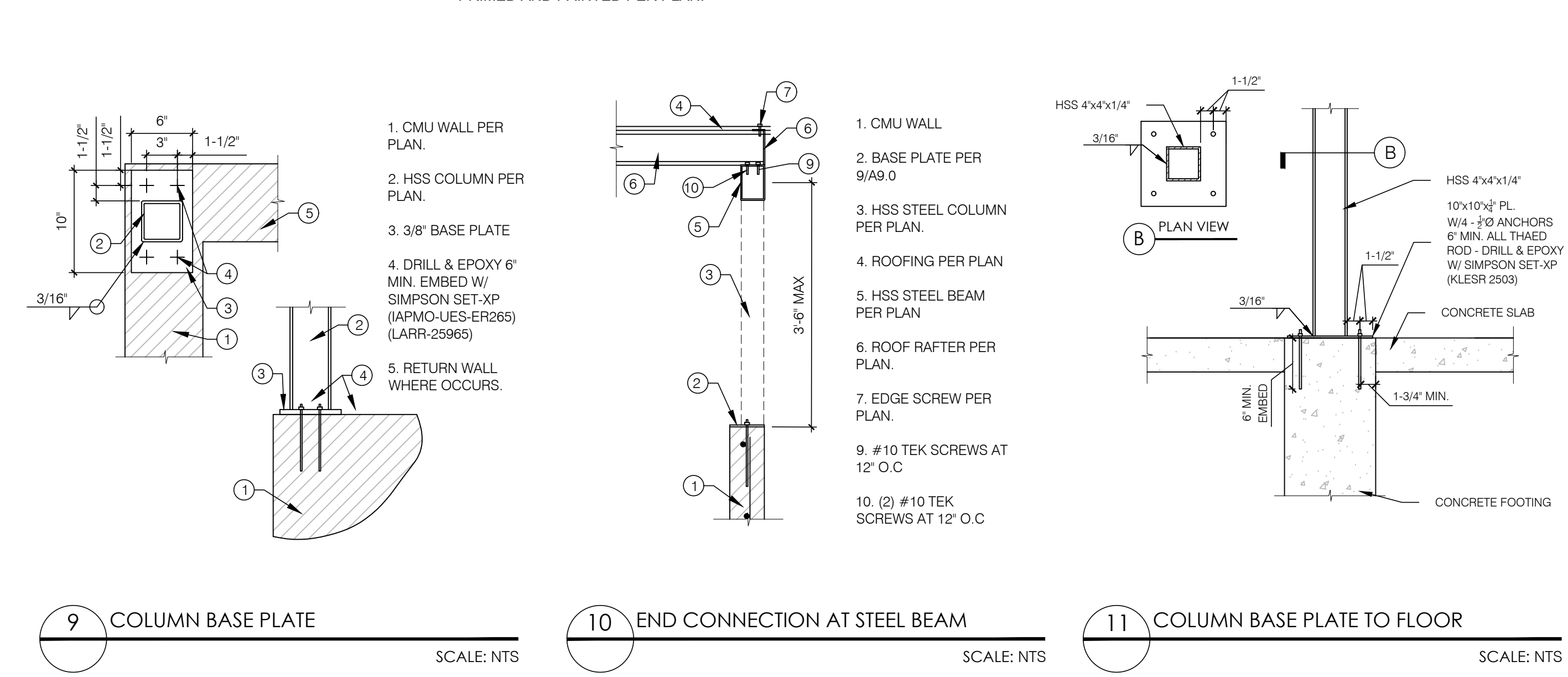
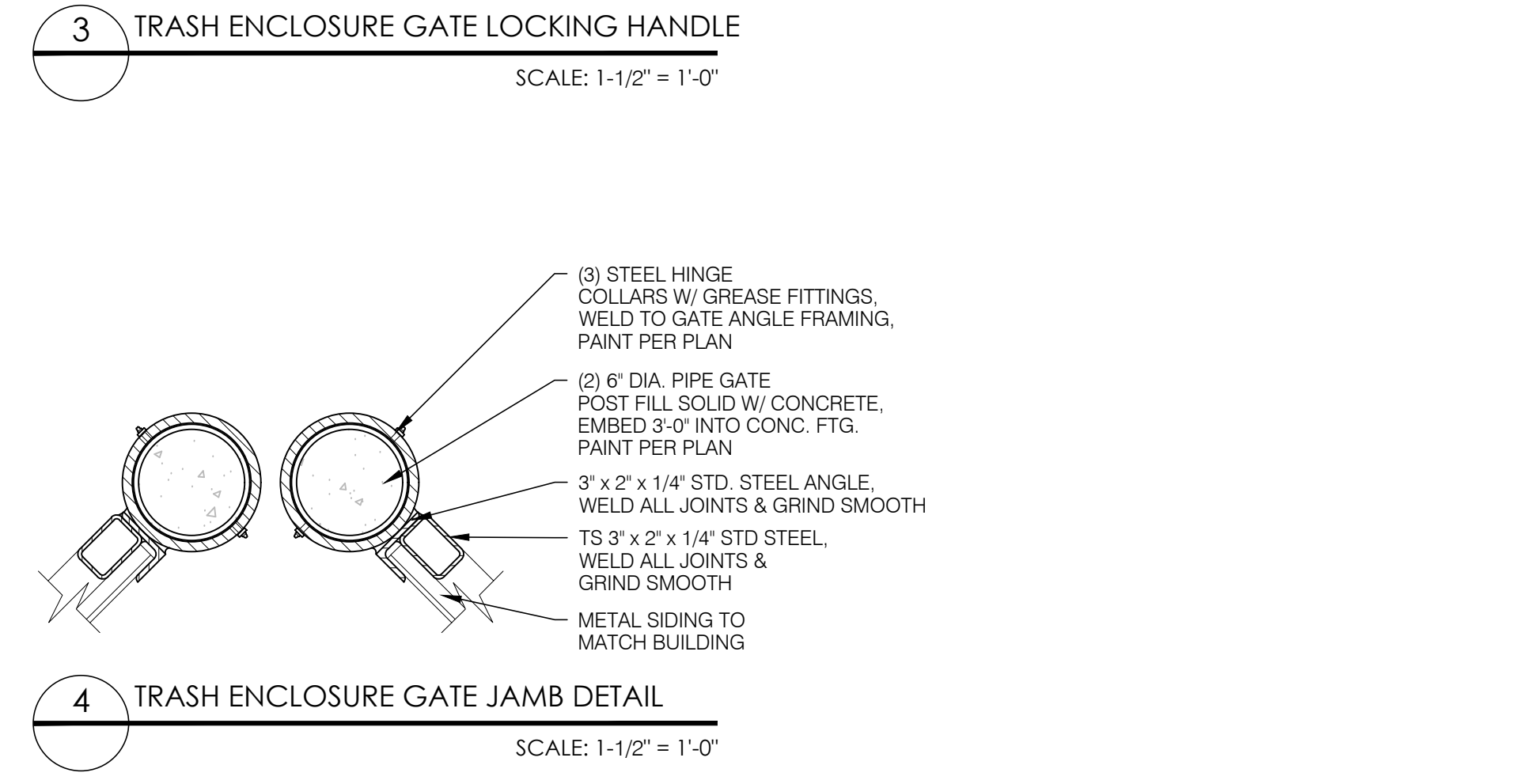
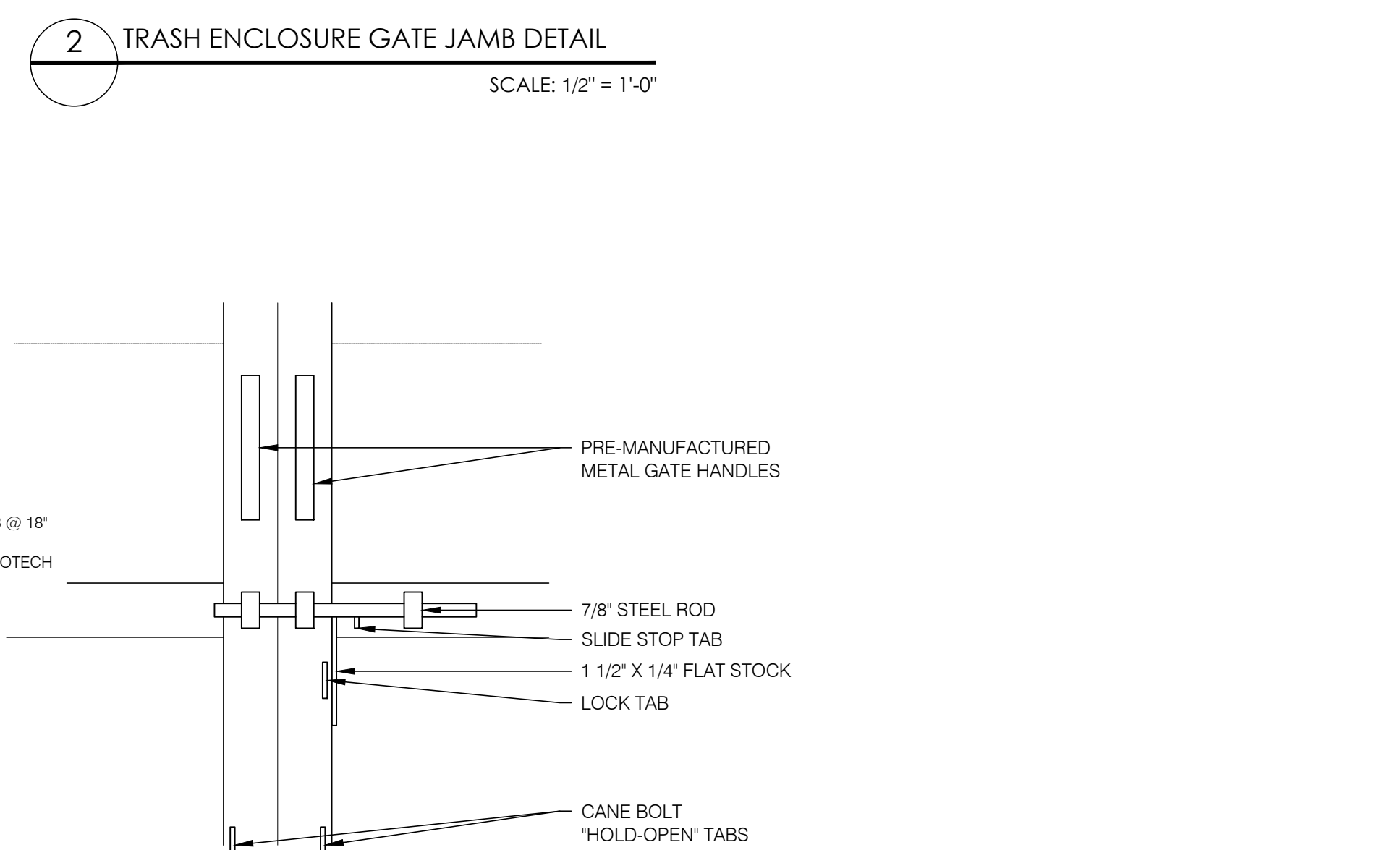
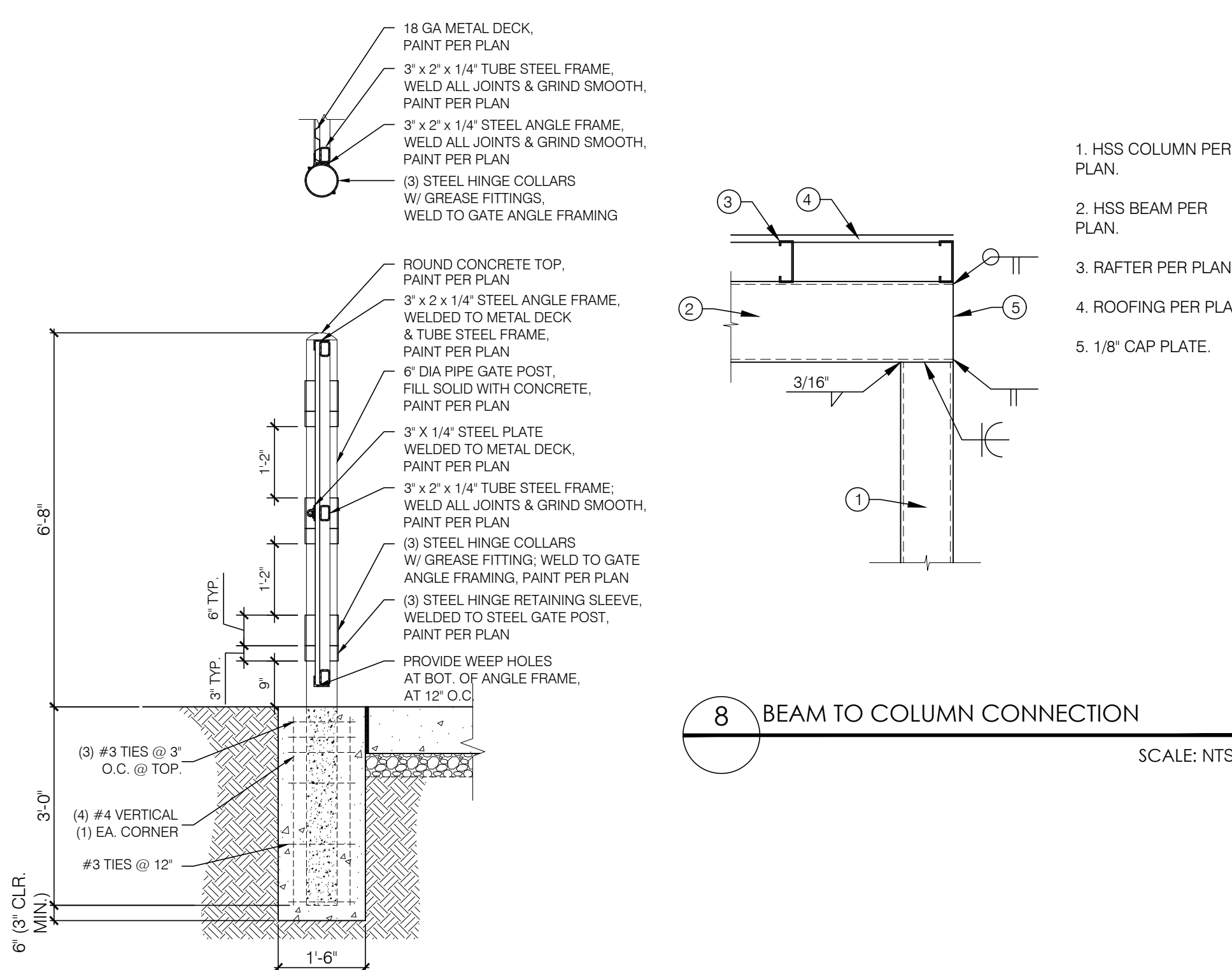
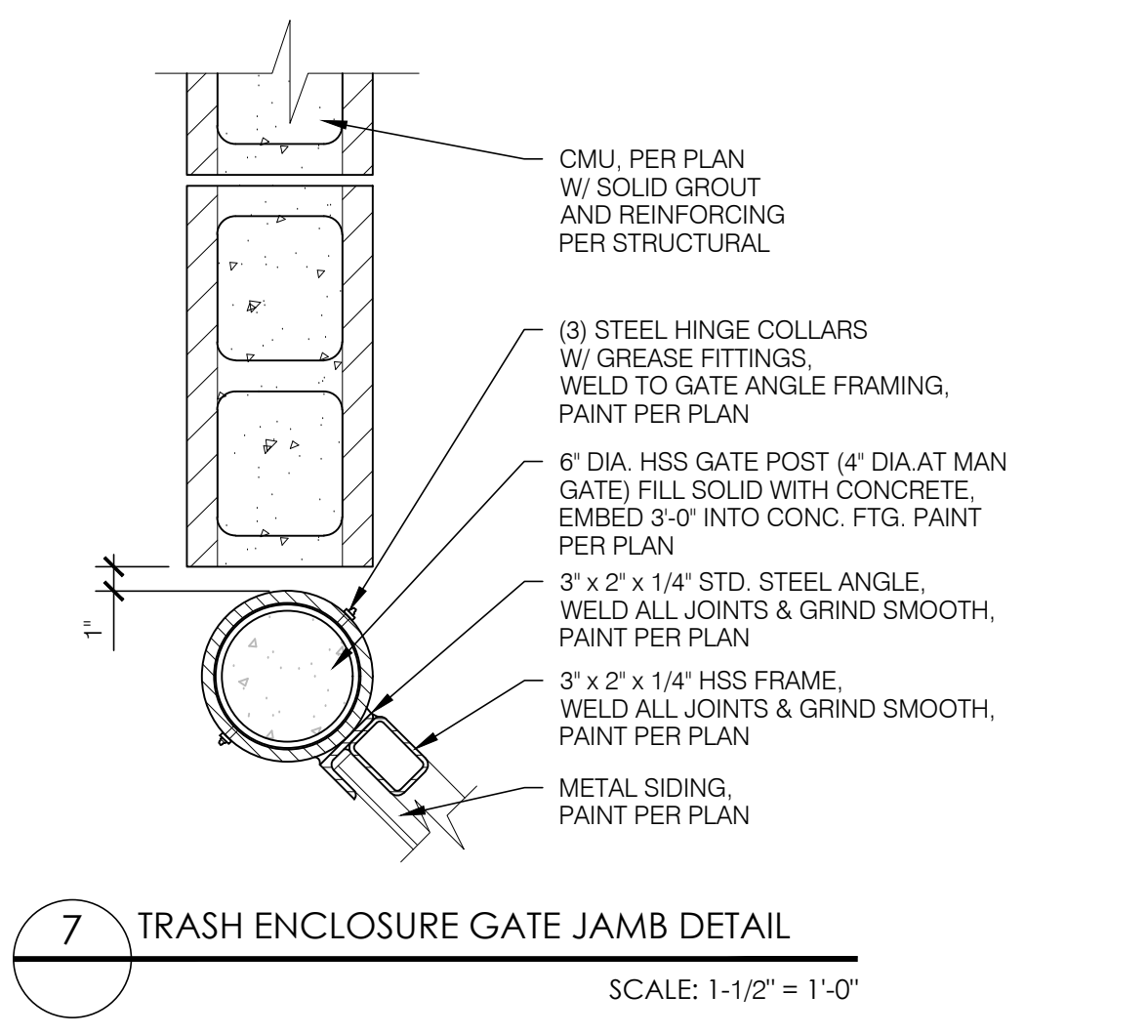
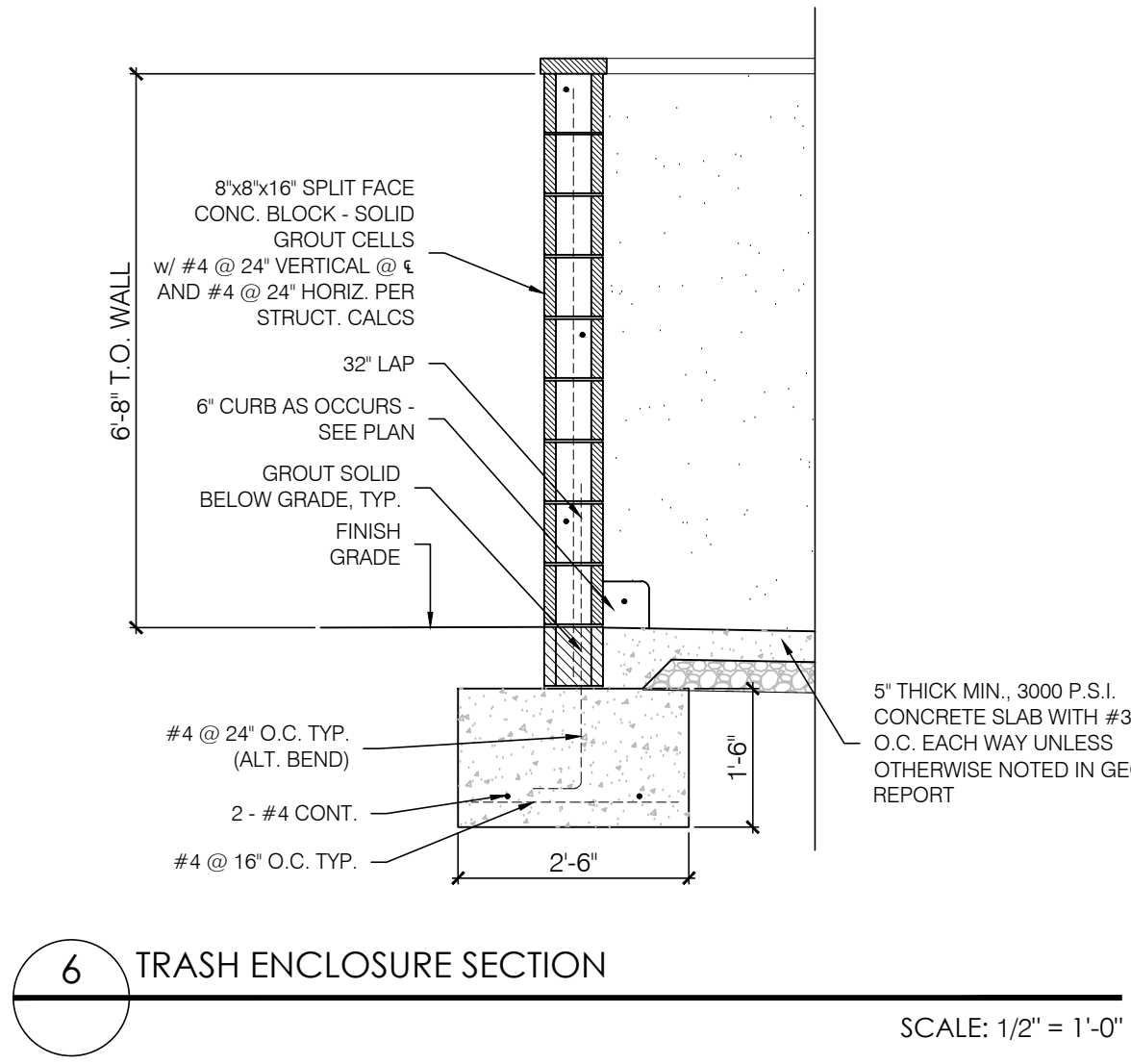
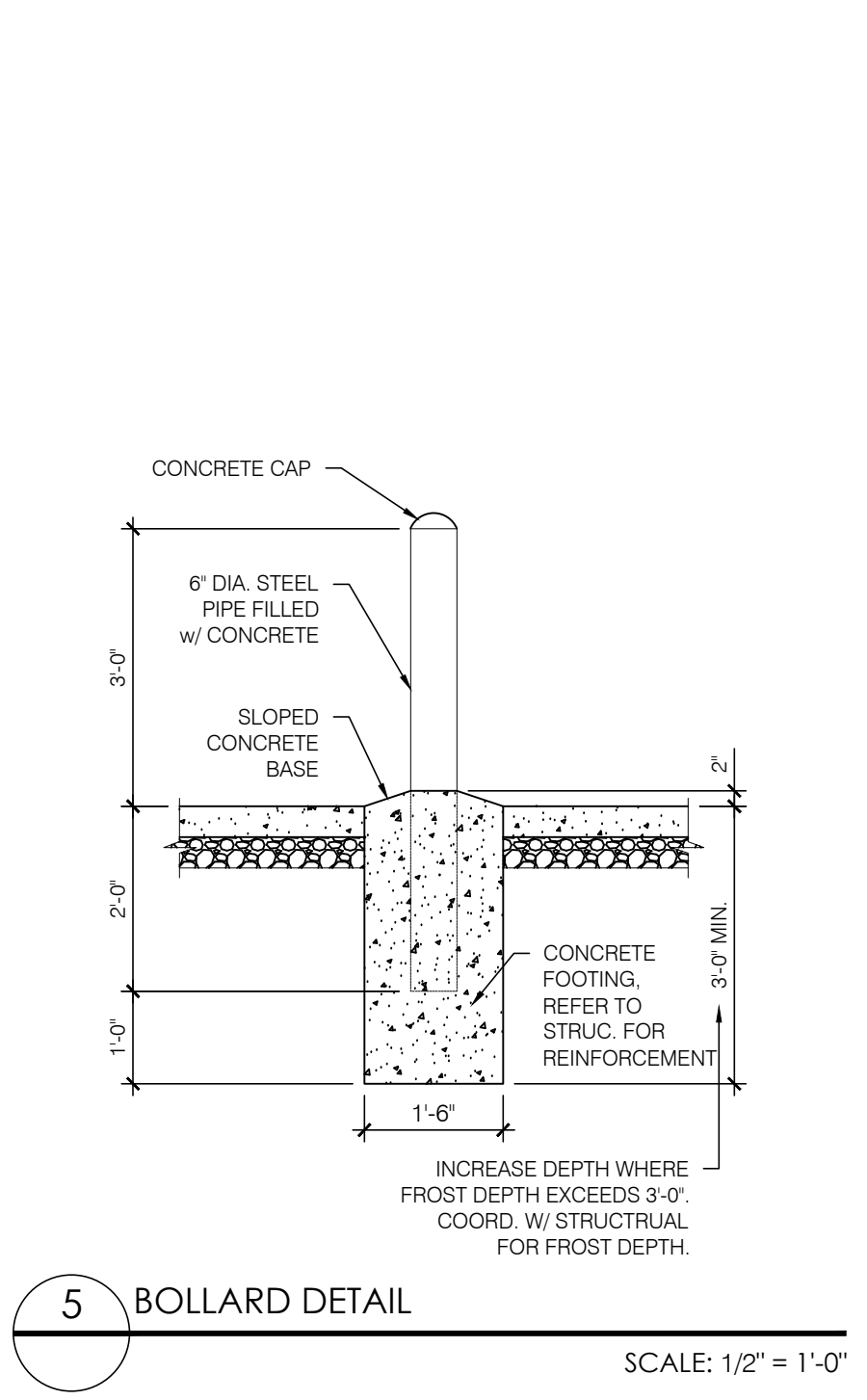
DATE: 12/08/2025
 REV: DATE: DESCRIPTION:

SHEET NAME:
**FLOOR PLAN/
 DETAILS**

SHEET NUMBER:
A2.0

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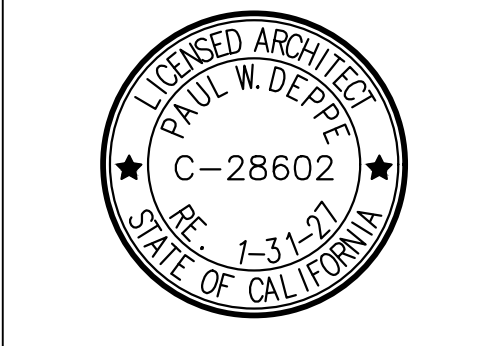
TRASH ENCLOSURE GENERAL NOTES:

1. REFER TO STRUCTURAL FOR MASONRY, CONCRETE, STRUCTURAL STEEL AND REINFORCING STEEL FOR SPECIFICATIONS.
2. PROVIDE LOCKING MECHANISM ON GATES AND PEDESTRIAN GATE.
3. PROVIDE SITE LIGHTING AT TRASH ENCLOSURE. MIN. 5 FOOT CANDLE.
4. GATE TO BE BUILT WITH 3"x 2" SQUARE STEEL TUBING WITH ALL JOINTS FULLY WELDED TOGETHER AND 1 CROSS MEMBER PER GATE. FRAME TO BE PRIMED AND PAINTED PER PLAN.



1330 OLYMPIC BLVD.
SANTA MONICA, CALIFORNIA 90404
PH 310 452-5533 FAX 310 450-4742

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Project No: CA4109
Dutch Bros Coffee - New Freestanding Store
DB25505Q-A1
MAIN ST. & KEY POINTE AVE.
HESPERIA, CA 92344

DATE: 12/08/2025	DESCRIPTION:
REV: DATE:	DESCRIPTION:
SHEET NAME: TRASH ENCLOSURE PLAN/ ELEVATIONS	
SHEET NUMBER: A9.0	

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TRASH ENCLOSURE MATERIALS				
ID	MATERIAL	MANUFACTURER	COLOR	NOTES
3	SPLIT FACE 8X8X16	BASALITE	125	IF INTEGRAL COLOR BLOCK IS UNAVAILABLE, BLOCK TO BE PAINTED TO MATCH SYCAMORE TAN-SW2855
	CMU CAP	BASALITE	125	12X16X2
PT-2	PAINT	SHERWIN-WILLIAMS	8656-1125 - BLDG DB DARK GRAY	BLDG DB DARK GRAY, GATES BODY, ROOF BEAMS & POSTS
PT-3	PAINT	SHERWIN-WILLIAMS	8656-12045 - BLDG DB BLUE	BLDG DB BLUE, GATE FRAMES & POSTS
PROVIDE ANTI GRAFFITI COATING AT EXTERIOR; INTERIOR SURFACE TO BE SMOOTH & NON-ABSORBENT				

TRASH ENCLOSURE GENERAL NOTES:

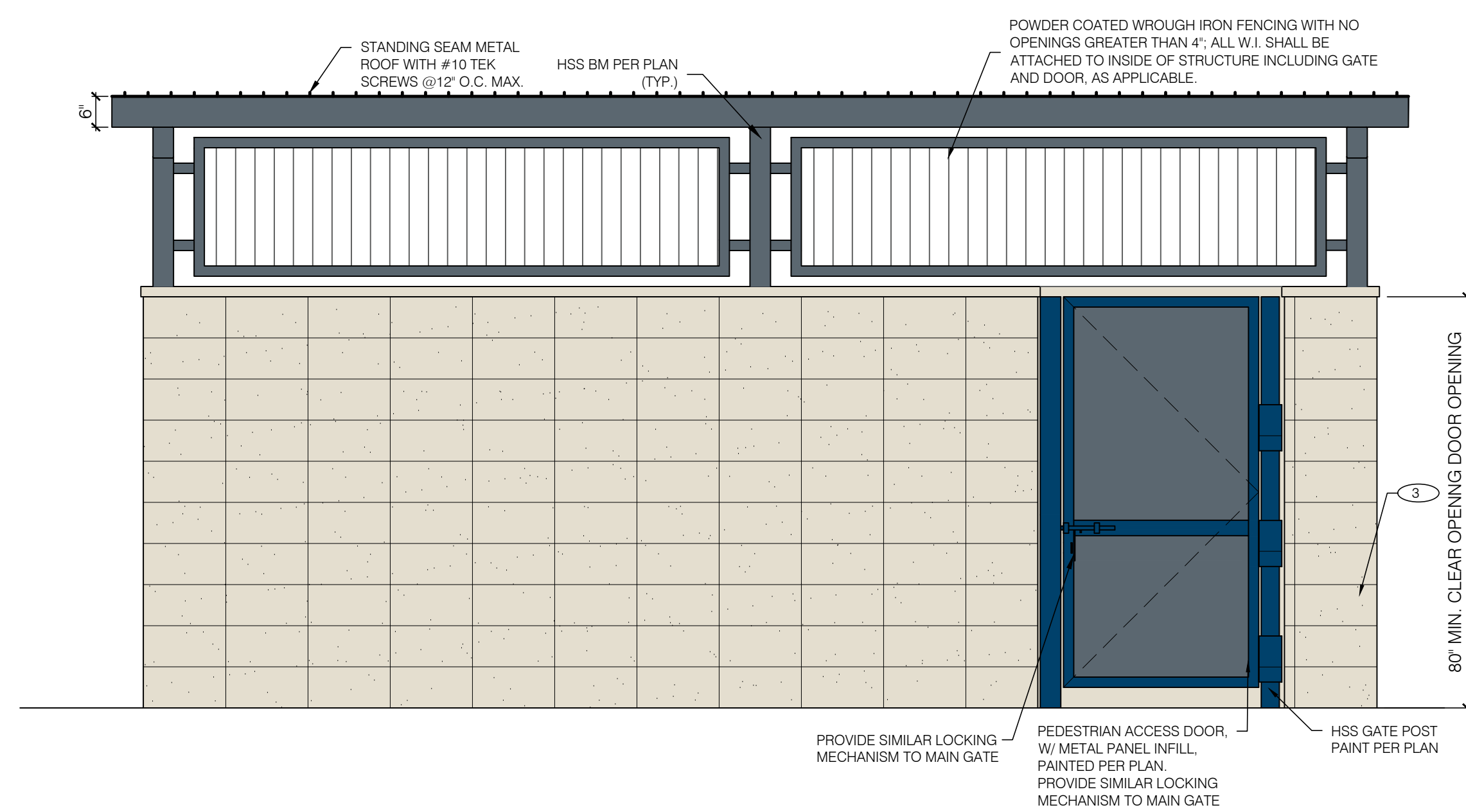
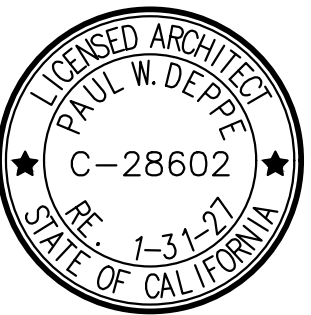
- REFER TO STRUCTURAL FOR MASONRY, CONCRETE, STRUCTURAL STEEL AND REINFORCING STEEL FOR SPECIFICATIONS.
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ARMÉT DAVIS NEWLOVE & ASSOCIATES, AIA ARCHITECTS

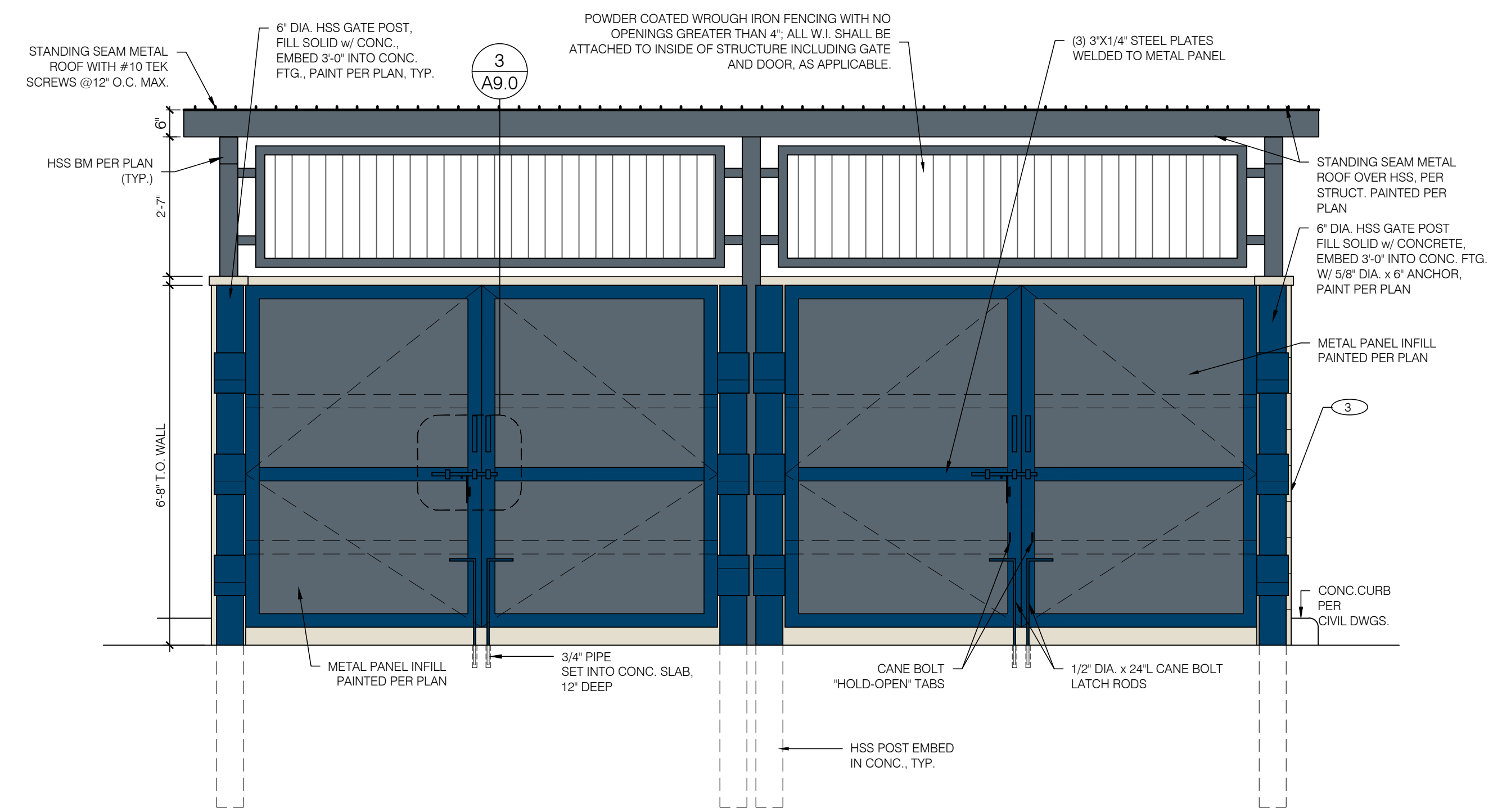
1330 OLYMPIC BLVD.
SANTA MONICA, CALIFORNIA 90404
PH 310 452-5533 FAX 310 450-4742

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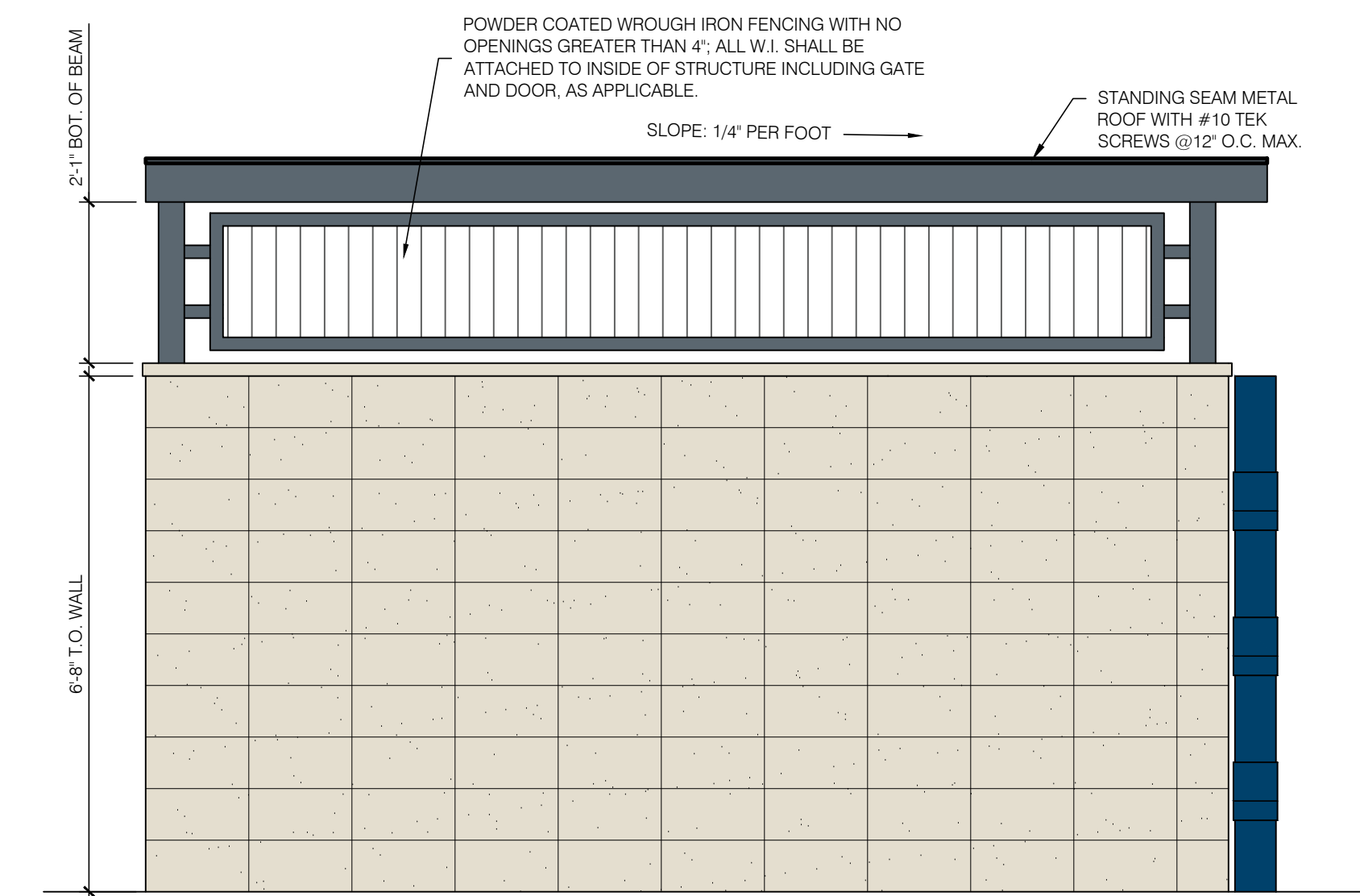
2 TRASH ENCLOSURE REAR ELEVATION

SCALE: 1/2" = 1'-0"



1 TRASH ENCLOSURE FRONT ELEVATION

SCALE: 1/2" = 1'-0"



3 TRASH ENCLOSURE SIDE ELEVATION

SCALE: 1/2" = 1'-0"

Project No: CA4109
Dutch Bros Coffee - New Freestanding Store
DB2550SQ-A1

MAIN ST. & KEY POINTE AVE.
HESPERIA, CA 92344

DATE: 12/08/2025
REV: DATE: DESCRIPTION:

SHEET NAME:
TRASH ENCLOSURE PLAN/ ELEVATIONS

SHEET NUMBER:

A9.1

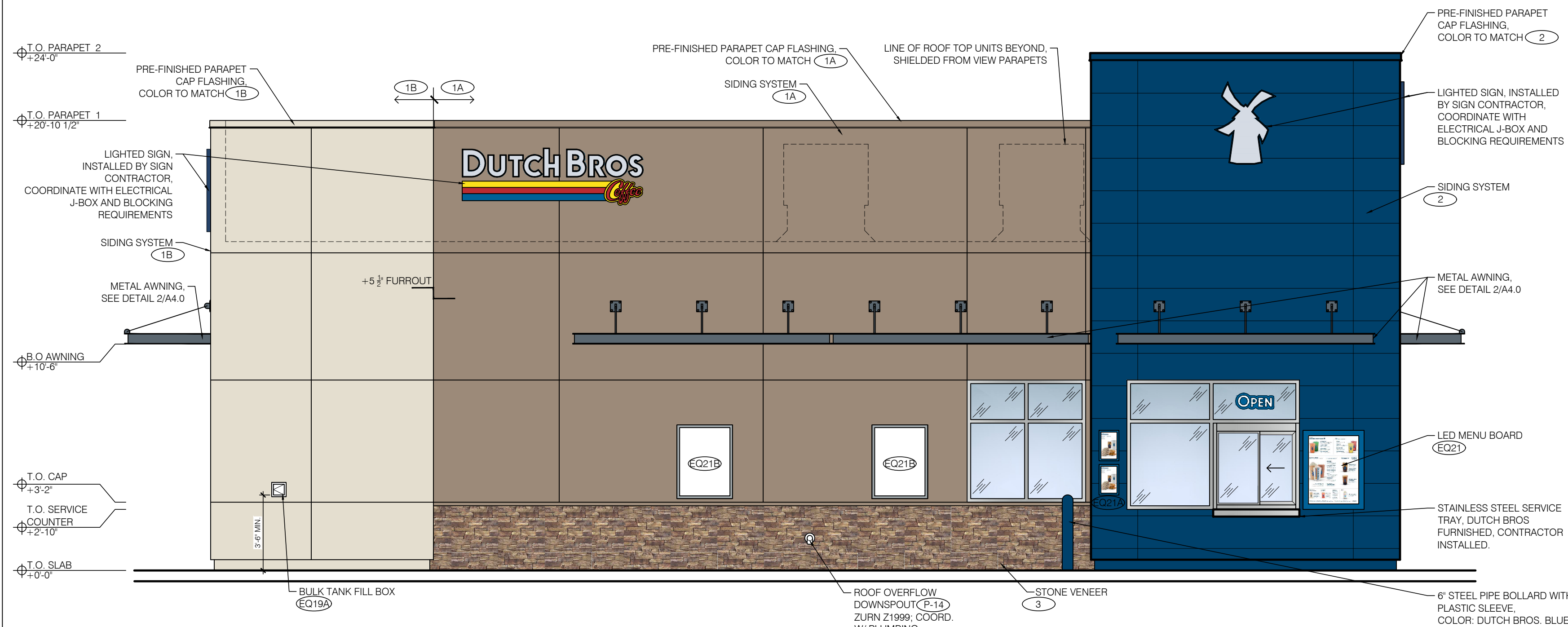
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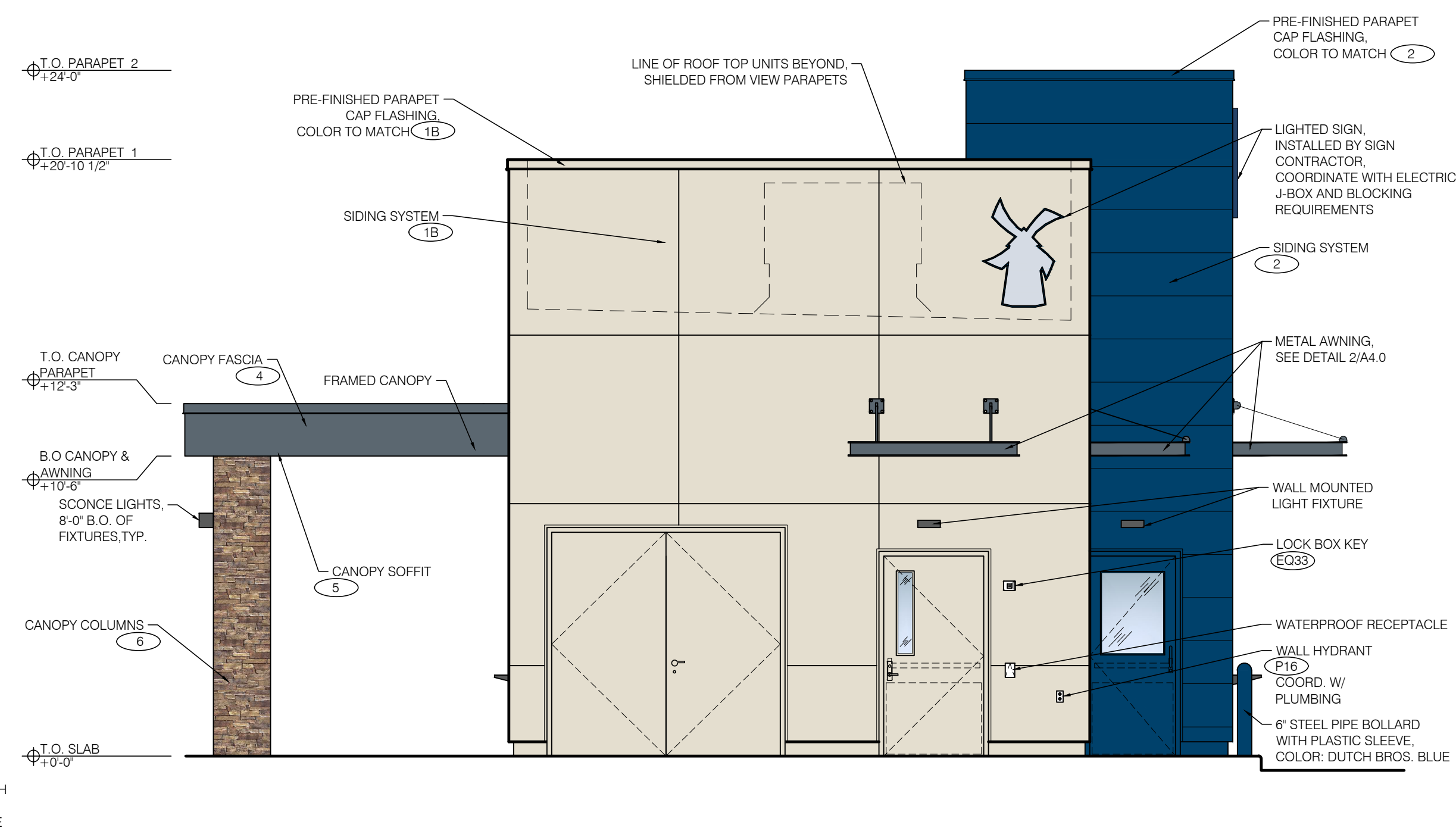
EXTERIOR FINISH SCHEDULE

ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	EXTERIOR CEMENT PLASTER	SHERWIN WILLIAMS	SYCAMORE TAN - SW2855	3-COAT SYSTEM W/ ACRYLIC MEDIUM SAND FINISH; REVEALS AS SHOWN
1B	EXTERIOR CEMENT PLASTER	SHERWIN WILLIAMS	ARROWROOTE - SW9502	3-COAT SYSTEM W/ ACRYLIC MEDIUM SAND FINISH; REVEALS AS SHOWN
ZONE 2 (TOWER) (Z2)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 3030 W/ OPEN OUTSIDE CORNERS	GC TO ORDER PANELS UNPAINTED; OPEN OUTSIDE CORNERS AND PANELS TO BE PAINTED BY GC DB BLUE
ZONE 3 (3'-2" BASE)				
3	STONE VENEER	ELDORADO STONE	MOUNTAIN LEDGE - YUKON	SILL TO MATCH
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1X6, T&G, 5/8" REVEAL
6	COLUMNS	ELDORADO STONE	MOUNTAIN LEDGE - YUKON	

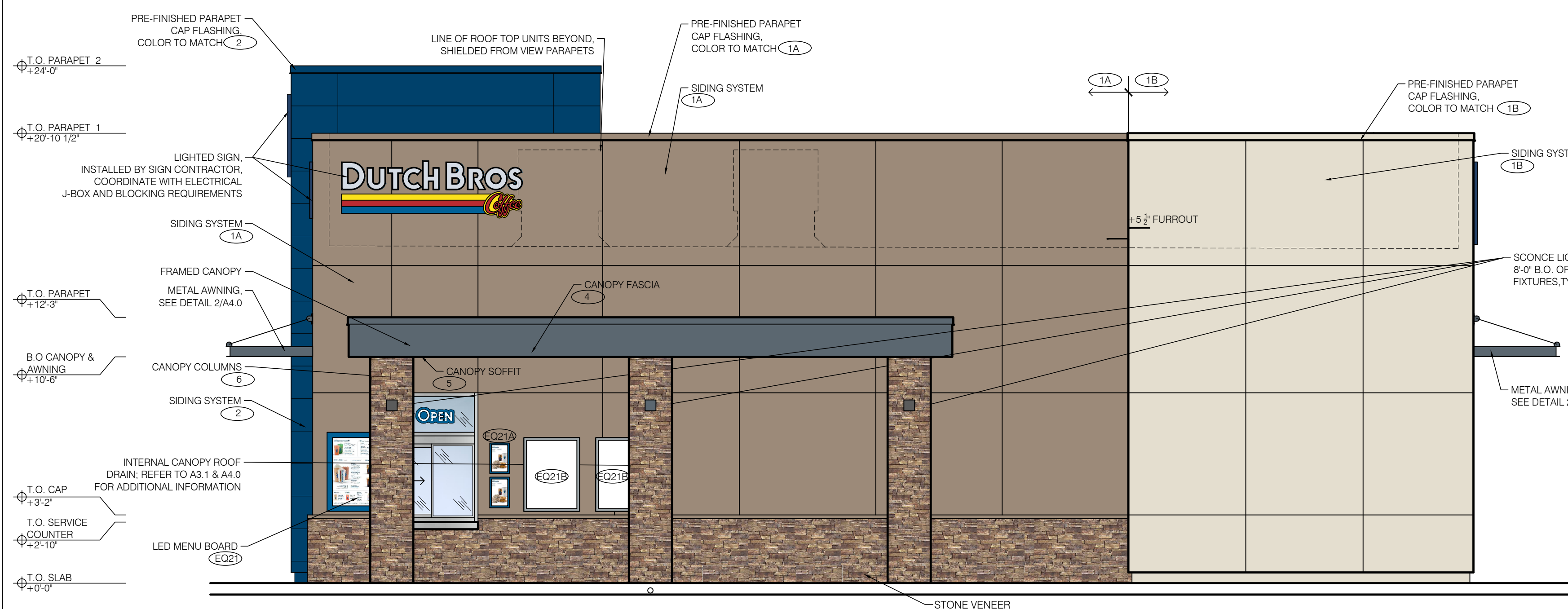
NOTE: EXTERIOR DOORS TO BE PAINTED PER A6.1



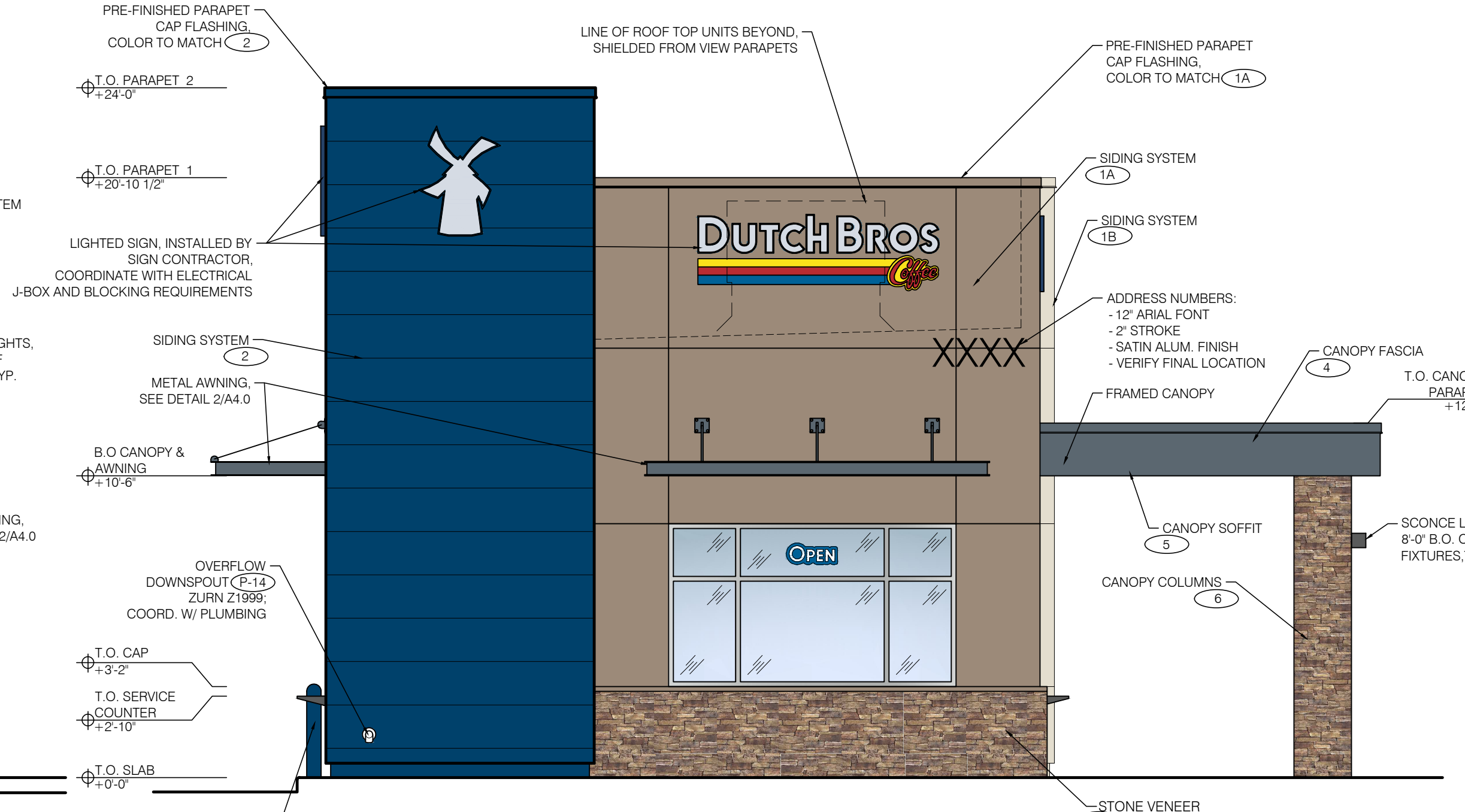
4 ELEVATION - DRIVE-THRU WINDOW SCALE: 1/4" = 1'-0"



3 REAR ELEVATION SCALE: 1/4" = 1'-0"



2 ELEVATION - WALK-UP WINDOW SCALE: 1/4" = 1'-0"



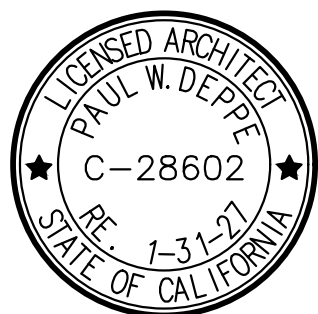
1 FRONT ELEVATION SCALE: 1/4" = 1'-0"



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Project No: CA4109
Dutch Bros Coffee - New Freestanding Store
DB2550SQ-A1
MAIN ST. & KEY POINTE AVE.
HESTERIA, CA 92344

DATE: 12/08/2025
REV: DATE: DESCRIPTION:

SHEET NAME:
BUILDING ELEVATIONS
COLOR

SHEET NUMBER:
A6.1

DRAFT

ATTACHMENT "A" List of Conditions for SPR25-00013

Approval Date: July 01, 2026
Effective Date: July 14, 2026
Expiration Date: July 14, 2029

This list of conditions applies to: Consideration of Site Plan Review SPR25-00013 to construct a 1,116 square foot drive-thru Dutch Bros Coffee shop with a customer walk up window located on 1.13 acres within the Regional Commercial (RC) Zone of the Main Street and Freeway Corridor Specific Plan located off the corner of Main Street and Key Pointe Drive (Applicant: Dutch Bros Coffee, John Caglia; APNs: 3064-481-09 & 24)

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

<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	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)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	SPECIALTY PLANS. The following additional plans/reports shall be required for businesses with special environmental concerns: (B) A. Restaurants and food handling facilities shall submit plans to the San Bernardino County Department of Environmental Health Services. One set of the approved plans shall be submitted to the Building Division with the required application fees.
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	DUST CONTROL. Dust control shall be maintained before, during, and after all grading operations. (B)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	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)
<u>COMPLETED</u> NOT IN COMPLIANCE	<u>COMPLIED BY</u>	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)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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)

COMPLETED
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@cityofhesperia.us, 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.

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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/maintenance. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

OFFSITE DRAINAGE IMPACT PREVENTION. The Project shall provide safe conveyance for offsite runoff either routed through the project or around the project site. The Project shall ensure that the proposed conveyance of offsite flows will not increase adverse impacts to downstream properties and/or drainage facilities for the 1-hour design storm for the 100-year return frequency rainfall events. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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/Retention 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. (E)

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)

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)

CONDITIONS REQUIRED PRIOR TO GROUND DISTURBING ACTIVITY

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

SURVEY. The Developer shall provide a legal survey of the property. All property corners shall be staked and the property address posted. (B)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

DEDICATION(S). The Developer shall 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. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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
NOT IN COMPLIANCE

COMPLIED BY

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

MAIN STREET: Improvements shall consist of:

A. Commercial drive approach per City standards. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

KEY POINT: Improvements shall consist of:

A. Commercial drive approach per City standards. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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 Developers 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 Main Street per City Standards.

C. It is the Developers responsibility to connect to sewer and pay the appropriate fees. The Developer will be required to connect to the existing 8" PVC sewer main in Main Street per City standards.

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
NOT IN COMPLIANCE

COMPLIED BY

OVERFLOW-OUTFALL. Each project shall be designed such that the outfall(s) for discharges from the project site in excess of design capacity and or in excess of the 100-year, 24-hr design storm is are routed to a public street, storm drain, drainage channel, or natural watercourse. (E)

If such an outfall does not exist, the Project shall provide an outfall.

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

INCIDENTAL TAKE PERMIT (ITP). Pursuant to the Western Joshua Tree Conservation Act (WJTCA), the applicant shall obtain an Incidental Take Permit (ITP) from the California Department of Fish and Wildlife (CDFW) for the dead Western Joshua tree stems or fragments identified on the project site prior to ground disturbance. (P)

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)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

PROTECTED PLANTS. Three copies of a protected plant plan shall be submitted to the Building Division showing the present location and proposed treatment of all smoke tree, species in the Agavaceae family, mesquite, large creosote bushes, Joshua Trees, and other plants protected by the State Desert Native Plant Act. The grading plan shall be consistent with the approved protected plant plan. No clearing or grading shall commence until the protected plant plan is approved and the site is inspected and approved for clearing. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

LOT MERGER. A lot merger shall be submitted, approved, and recorded. The lot merger and the required application and fees shall be submitted to the Planning Division prior to review and approval by the City for recordation. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

DRIVEWAYS EASEMENT. An access easement shall be recorded which allows for the perpetual use of the driveways for the benefit of the adjacent property. The easement and the required application and fees shall be submitted to the Planning Division prior to review and approval by the City for recordation. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

ONSITE ACCESS EASEMENT. A 26-foot-wide reciprocal access easement shall be recorded over the future drive aisle along the south side of the property to provide access to a future parcel located to the east. Until the future parcel is created and the drive aisle is constructed, the 26-foot-wide access easement area shall remain fully landscaped. The easement and the required application and fees shall be submitted to the Planning Division prior to review and approval by the City for recordation. (P)

CONDITIONS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE

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

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

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

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

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 (BMPs), and includes calculations for BMP sizing. (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

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 project's 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. (E)

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

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)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

LANDSCAPE AND IRRIGATION 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
NOT IN COMPLIANCE

COMPLIED BY

TRASH ENCLOSURE. The enclosure 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 enclosure shall be architecturally compatible with the proposed building and constructed in accordance with the approved plans. (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)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

WATER/SEWER IMPR. PLAN. The Developer shall design water and sewer improvements in accordance with City standards, and as indicated below. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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. (E)

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

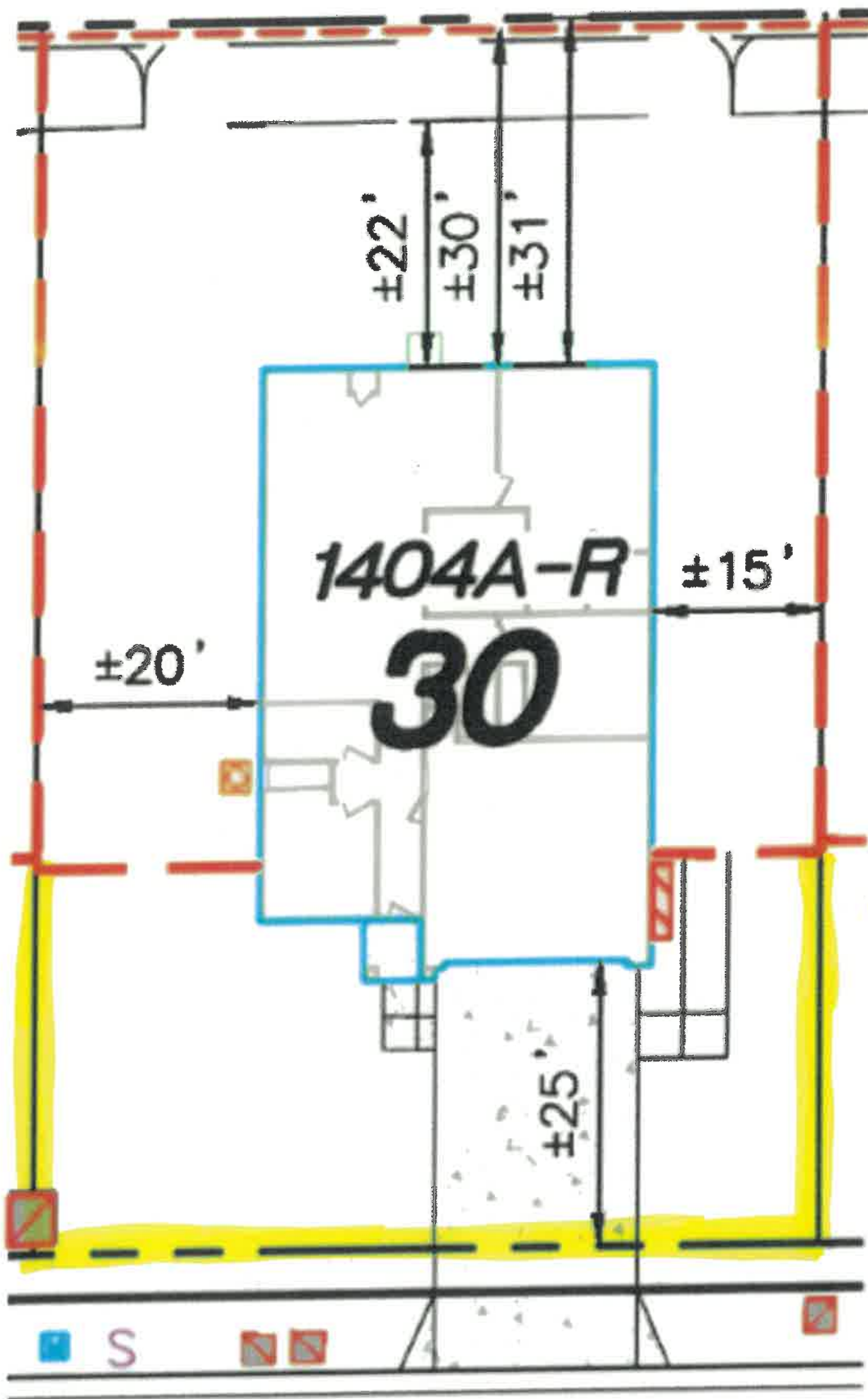
COMPLIED BY

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 and exterior color building elevations. (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





7536 Drexel Avenue

DRAFT

ATTACHMENT "A" List of Conditions for ME26-00003

Approval Date: July 01, 2026
Effective Date: July 14, 2026

This list of conditions applies to: Consideration of Minor Exception ME26-00003 to increase the height of a proposed front yard non-view-obscuring vinyl fence from 4 feet to 5 feet within the Single Family Residential (R1- 4500) zone located at 7536 Drexel Avenue (Applicant: Angelie Fulton; APN: 0405-603-30)

The use shall not be established until all conditions of this land use approval application have been met.

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

GENERAL CONDITIONS

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)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

MINOR EXCEPTION APPROVAL. Approval of ME26-00002 specifically includes an increase in the maximum permitted fence height within the required front yard setback area from four (4) feet to five (5) feet to allow the construction of a five (5) foot high non-view-obscuring vinyl fence, substantially as shown on the approved site plan. Pursuant to Section R105.2(2) of the California Residential Code (CRC), fences not exceeding seven (7) feet in height are exempt from building permit requirements. Accordingly, a building permit is not required for the proposed five (5) foot high fence. (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
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