

Development Review Committee

**Meeting Agenda
Wednesday, April 8, 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, APRIL 8, 2026

1. Page 4

Project Number: ME26-00001

Project Description:

Consideration of a Minor Exception ME26-00001 to reduce side yard setback from 8 feet to 6 feet on 0.17 gross acres within the Medium Density Residential Zone (MDR) located at 16345 Orange Street (Applicant: James Ross; APN: 0413-142-12)

Staff Person: Assistant Planner Maricruz Montes

Attachments: [Site Plan](#)
[Draft Conditions of Approval](#)

2. Page 8

Project Number: PFR26-00001

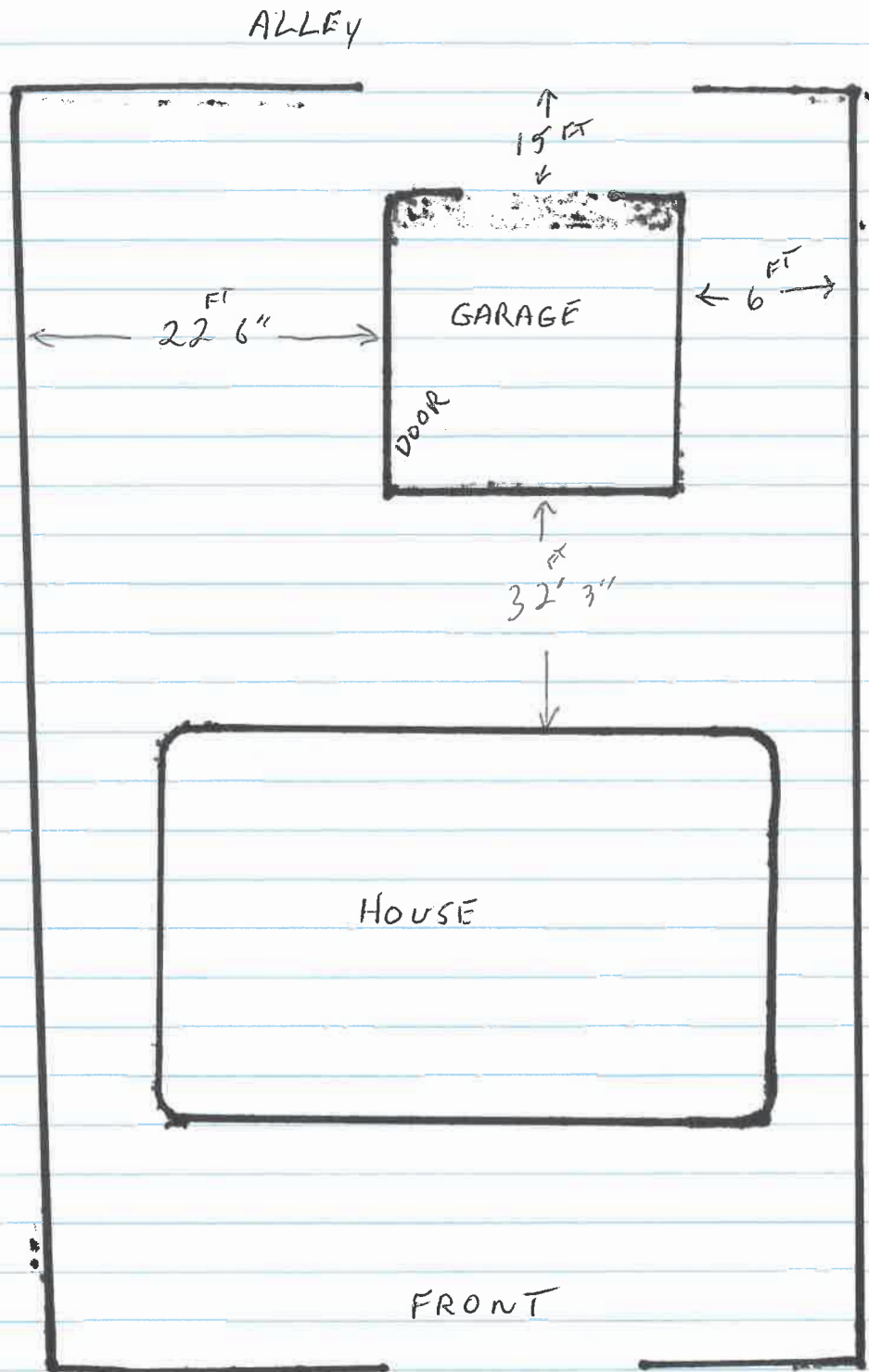
Project Description:

Consideration of Public Facility Review PFR26-00001 to construct one active pocket park within Tract 18955-3 (Lot A) on 0.39 gross acres, to be maintained by the HOA (Applicant: Silverwood Development; APN: 0397-012-41)

Staff Person: Senior Planner Edgar Gonzalez

Attachments: [PFR26-00001 - SILVERWOOD - POCKET PARK PLANS 18955-3 \(Lot A\)](#)
[PFR26-00001 - Draft Conditions of Approval](#)

3/18/2026
MEZLO-00001



16345 ORANGE ST HESPERIA

DRAFT

ATTACHMENT "A" List of Conditions for ME26-00001

Approval Date: April 08, 2026
Effective Date: April 21, 2026
Expiration Date: April 21, 2029

This list of conditions applies to: Consideration of a Minor Exception ME26-00001 to reduce side yard setback from 8 to 6 feet on 0.17 gross acres within the Medium Density Residential Zone (MDR) located at 16345 Orange St (Applicant: James Ross; APN: 0413-142-12)

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

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

ADDITIONAL CONDITIONS

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

INDEMNIFICATION(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)

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. (P)

COMPLETED

COMPLIED BY

BUILDING PERMITS. The property owner shall apply for,

NOT IN COMPLIANCE

obtain, and final all required building permits from the Building and Safety Department for the existing garage building. The owner shall ensure that the garage complies with all applicable building codes, development standards, and safety regulations. Any necessary inspections by Building and Safety shall be completed and approved.

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

PREPARED BY:
PROACTIVE ENGINEERING
CONSULTANTS WEST, INC.
 27404 VIA INDUSTRIA
 TEMECULA, CALIFORNIA 92590
 (951) 200-6840
 CRAIG@PECWEST.COM

OWNER/APPLICANT:
SILVERWOOD DEVELOPMENT
PHASE 1, LLC
 A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY KNOWN
 AS TAPESTRY DEVELOPMENT PHASE1, LLC,
 A DELAWARE LIMITED LIABILITY COMPANY

P.O. BOX 401907
 HESPERIA, CA 92340

ATTN: JOHN OHANIAN
 (714) 785-2381
 JOHANIAN@MBDEVELOPMENT.COM

LEGAL DESCRIPTION:

LOT "A" TRACT 18955-3 RECORDED AS INSTRUMENT
 NUMBER 2025-0105670 ON MAY 8, 2025 IN BOOK 370 OF
 TRACT MAPS PAGES 62-69

WQMP NOTE:

THIS SITE FALLS WITHIN DRAINAGE MANAGEMENT AREA
 "BASIN D" AND IS PART OF A LARGER WQMP FOR THE
 "BASIN D" WATERSHED. THIS SITE WILL IMPLEMENT LOW
 IMPACT DEVELOPMENT (LID) BEST MANAGEMENT PRACTICES
 (BMP) ONSITE TO COMPLY WITH THE "TREATMENT TRAIN"
 APPROACH. A SEPARATE ONSITE REPORT WILL BE
 PROVIDED WITH THE PRECISE GRADING PLAN ESTABLISHING
 THE BMP SIZING & TREATMENT CALCULATIONS. THE
 "BASIN D" WQMP INCLUDES THIS PROJECT AREA AND HAS
 MASTER PLANNED IT AS A DEVELOPED SITE.

DRAINAGE STUDY NOTE:

THIS SITE FALLS WITHIN DRAINAGE MANAGEMENT AREA
 "BASIN D" AND IS PART OF A LARGER DRAINAGE STUDY
 FOR THE "BASIN D" WATERSHED. THE "BASIN D"
 DRAINAGE STUDY INCLUDES THIS PROJECT AREA AND
 HAS MASTER PLANNED IT AS A DEVELOPED SITE. THE
 INFRASTRUCTURE STORM DRAIN SYSTEM PROVIDING
 LATERALS TO THIS SITE HAS BEEN SIZED ACCORDINGLY.

SIDEWALK NOTE:

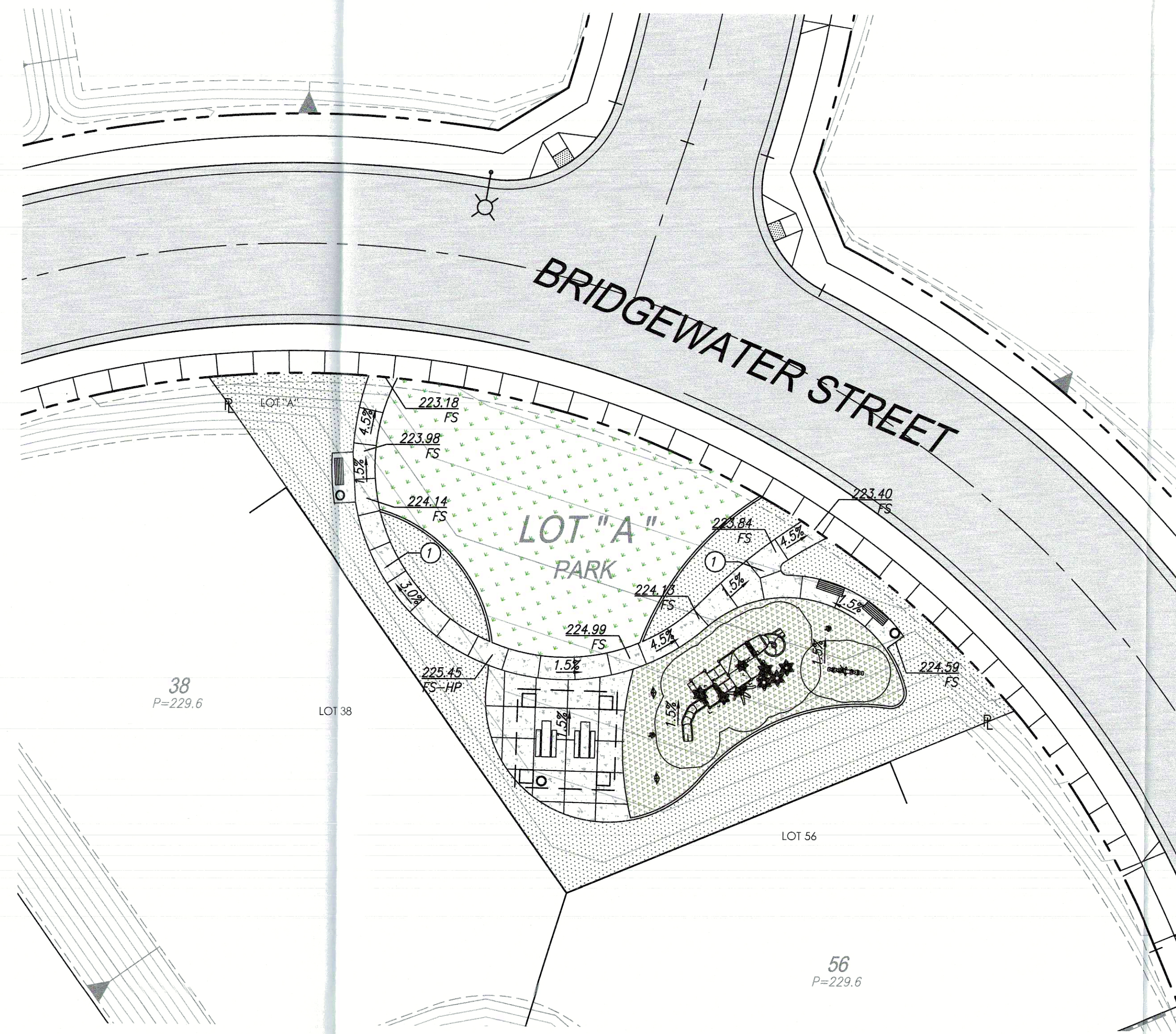
ALL SIDEWALKS CONSTRUCTED TO DRAIN TO
 ADJACENT LANDSCAPED AREAS.

TOTAL ACRES

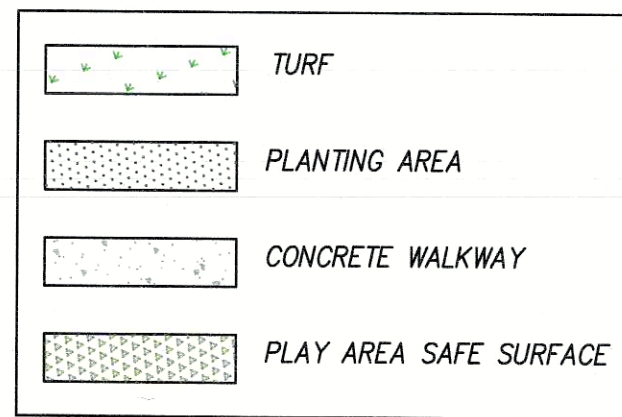
GROSS ACRES: 0.39 ACRES
 NET ACRES: LOT "A" ONLY 0.24 ACRES
 (INCLUDES 1/2 OF DEDICATED BRIDGEWATER STREET R/W - 0.14
 ACRES)

CITY OF HESPERIA

TRACT 18955-3 LOT "A" POCKET PARK

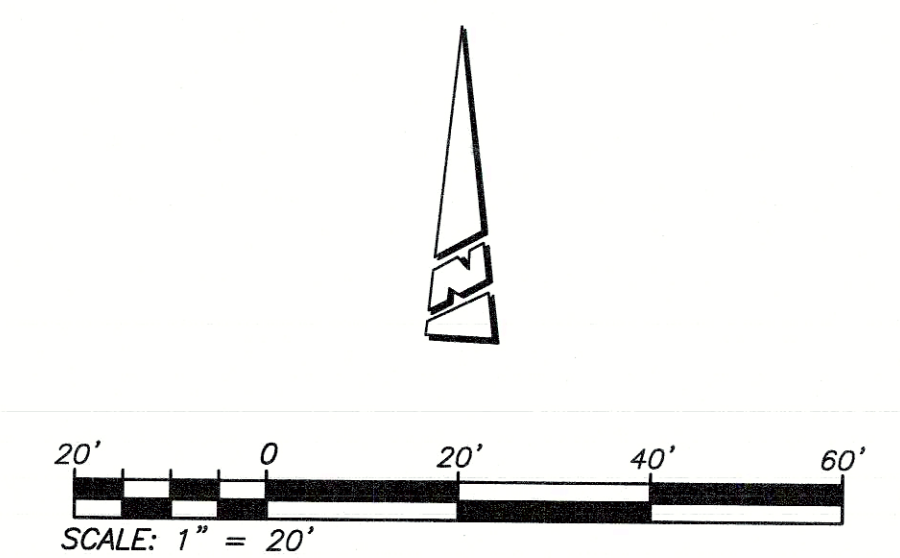


LEGEND



CONSTRUCTION NOTES:

- ① 3" THICK CONCRETE WALKWAY



REV.	DESCRIPTION	DATE	BY

BENCHMARK: CITY OF HESPERIA
 BENCHMARK No.: E41 1924

LOCATION:
 1.2 MILES NORTH ALONG AT&SF RR
 FROM THE SIDING SIGN A LUGO SIDING

DESCRIPTION:
 US COAST & GEODETIC SURVEY
 BRASS DISK IN CONCRETE MONUMENT
 ELEVATION = 3411.31 FEET NAVD 88

DESIGNED BY: P.E.C. WEST
 DRAWN BY: P.E.C. WEST
 CHECKED BY: P.E.C. WEST
 SUBMITTED BY:

GEORGE LENFESTEY RCE No. 45920
 DATE: 03/10/26

PLANS PREPARED BY:

PROACTIVE ENGINEERING
 CONSULTANTS WEST
 27404 VIA INDUSTRIA
 TEMECULA, CA 92590
 951-200-6840

CITY OF HESPERIA
ENGINEERING DEPARTMENT

APPROVED BY:

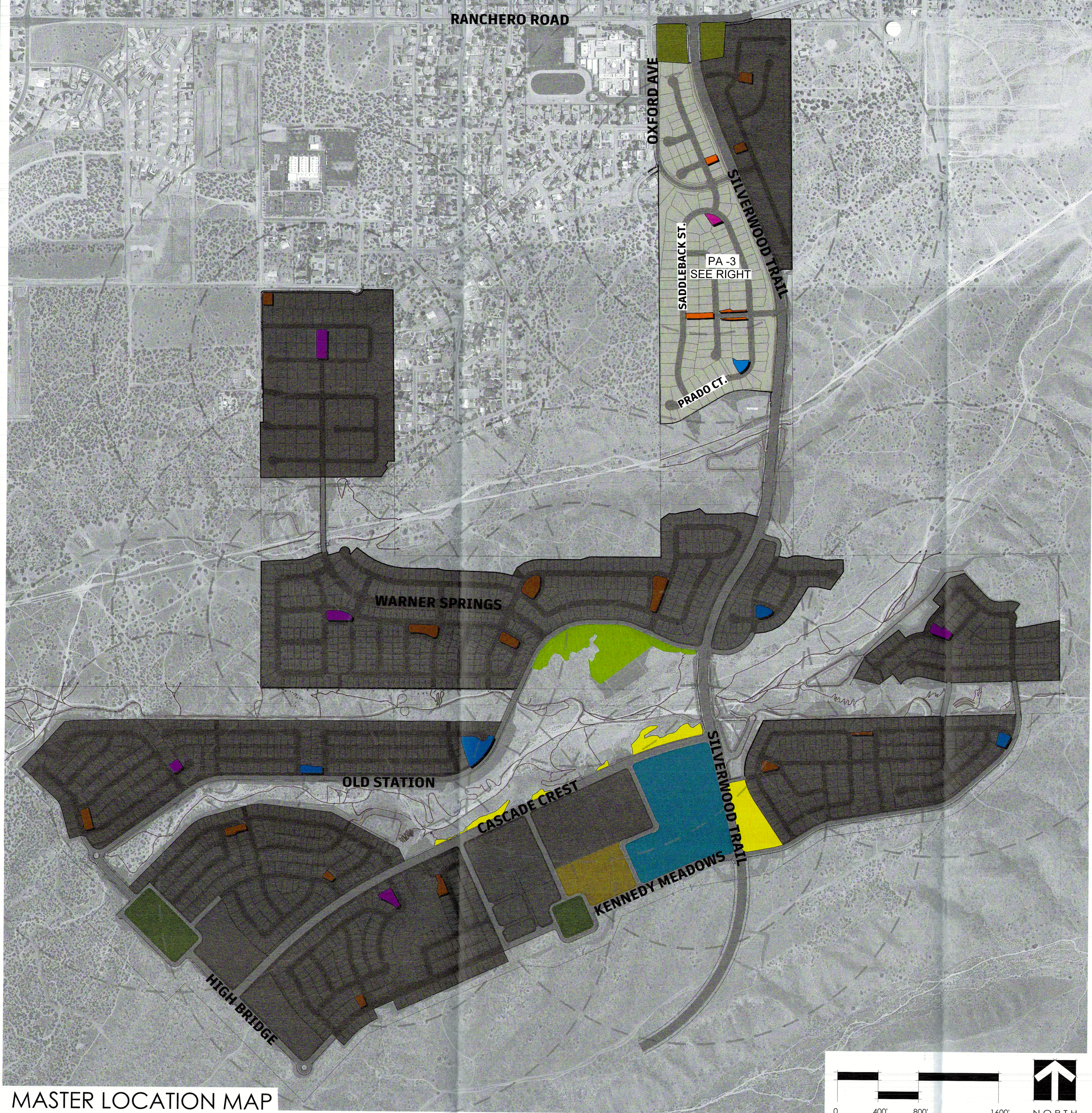
CASSANDRA SUE SANCHEZ DATE _____
 R.C.E. 74776 EXP. DATE 12/31/25
 CITY ENGINEER

CITY OF HESPERIA
TR 18955-3, LOT "A"
SILVERWOOD - POCKET PARK

SITE PLAN

SHEET
 1
 OF
 1
 DWG. NO.
SP-1

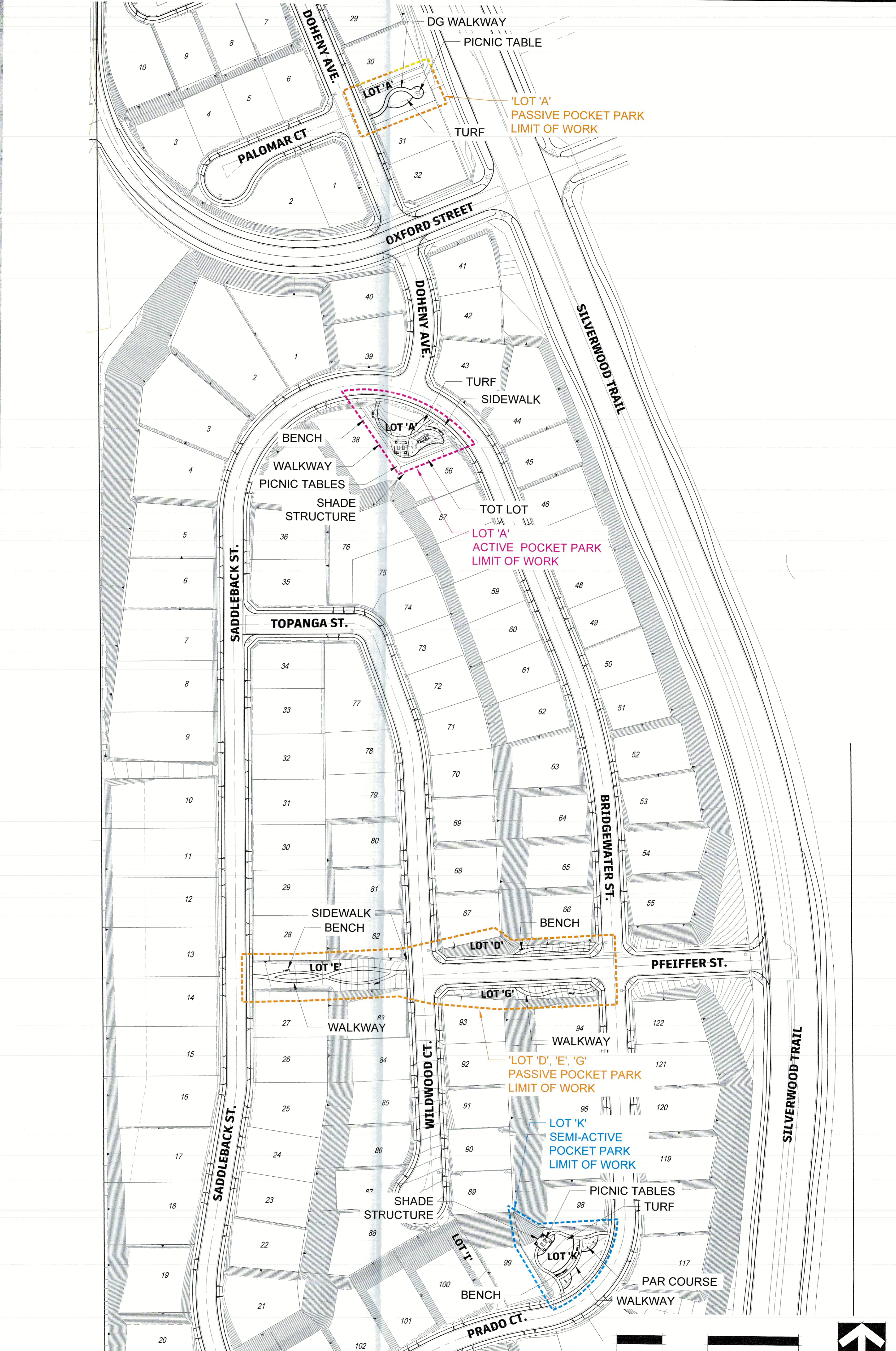
DWG: N:\01\100.000 Tapestry Living 18955-3\PH1C Drawings\Site Plans\TR 18955-3 Pocket Parks.dwg
 Plotted: Mar 10, 2026 12:03pm By: mcan



MASTER LOCATION MAP

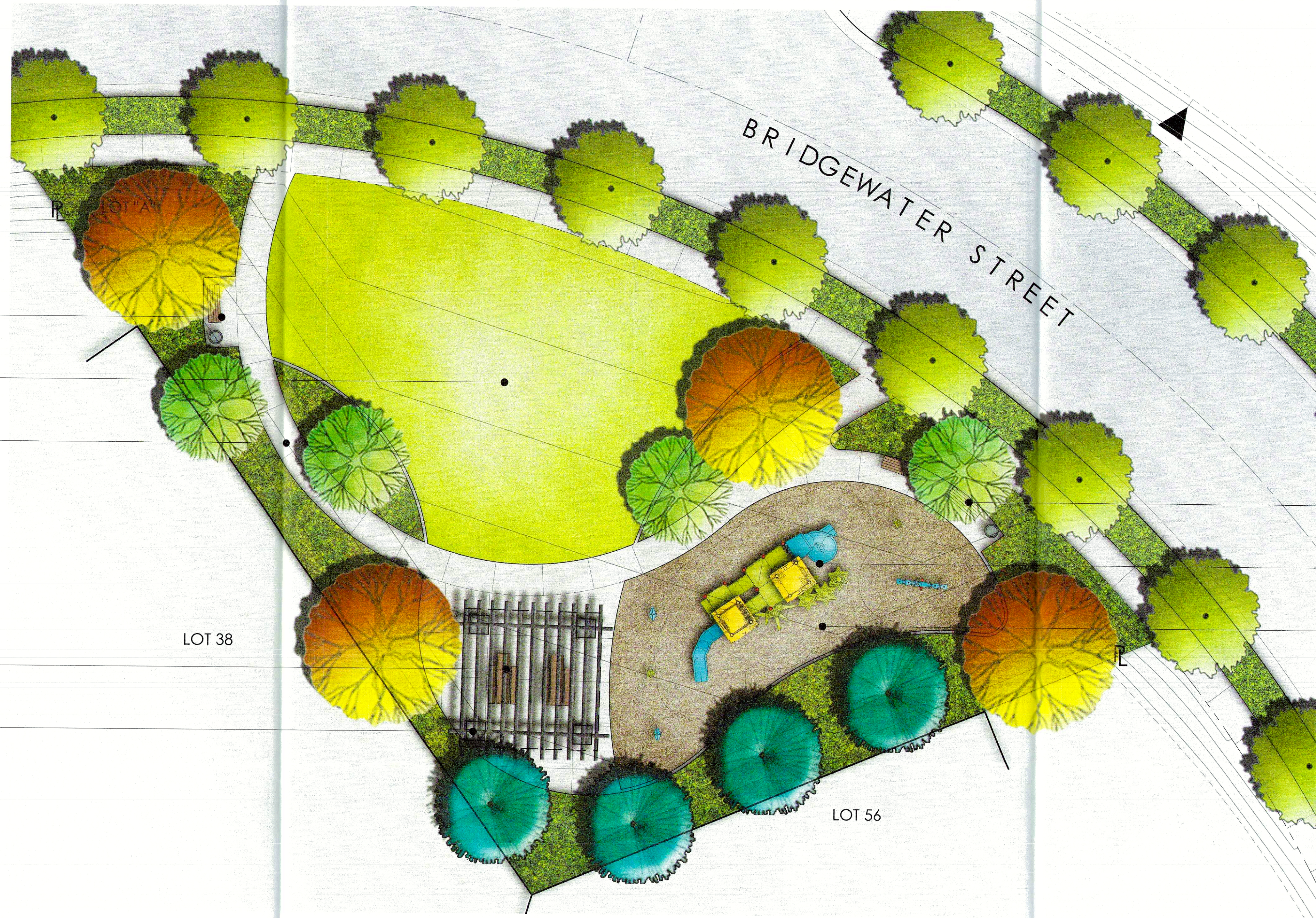
- | | | |
|--|---|--|
| <p>POCKET PARKS - ACTIVE</p> <ul style="list-style-type: none"> • PARKING - 5 STALLS PER ACRE (STREET ONLY) • AMENITIES: <ul style="list-style-type: none"> • TIER 1 AMENITY • (2) PICNIC TABLES AND (3) BENCHES MINIMUM • (1) SHADE STRUCTURE • OPEN TURF | <p>POCKET PARKS - SEMI-ACTIVE</p> <ul style="list-style-type: none"> • PARKING - 5 STALLS PER ACRE (STREET ONLY) • AMENITIES: <ul style="list-style-type: none"> • TIER 2 AMENITY • (1) PICNIC TABLE AND (2) BENCHES MINIMUM • (1) SHADE STRUCTURE | <p>POCKET PARKS - PASSIVE</p> <ul style="list-style-type: none"> • PARKING - 5 STALLS PER ACRE (STREET ONLY) • AMENITIES: <ul style="list-style-type: none"> • (2) BENCHES OR (1) PICNIC TABLE • WALKING TRAILS • (1) EDUCATIONAL SIGNAGE |
|--|---|--|

PARK USE AND LOCATION MAP
SILVERWOOD - PHASE 1C - TR 18955-3
 DMB DEVELOPMENT



PH1C (TR18955-3) POCKET PARK PLAN

- | | |
|---|---|
| <p>TIER 1 AMENITY LIST</p> <ul style="list-style-type: none"> • PLAY STRUCTURE WITH SLIDES AND/OR SWINGS FOR AGES 1-5 OR 5-12. • CLIMBING APPARATUS, BOULDERS AND/OR ROPE BRIDGES -ALL PLAY AREAS WILL HAVE SOME AMENITIES THAT ARE ADA COMPLAINT. -ALL PLAY AREAS WILL UTILIZE WOOD FIBER MULCH OR RUBBERIZED SURFACE MATERIAL. | <p>TIER 2 AMENITY LIST</p> <ul style="list-style-type: none"> • SMALL PLAY AREA WITH SPRING TOYS AND/OR TEETER-TOTTER STYLE PLAY PIECE • SMALL CLIMBING BOULDERS AND/OR MOUNDED PLAY AREA WITH INTERACTIVE • EXERCISE/PAR COURSE EQUIPMENT • BICYCLE REPAIR STATION -ALL PLAY AREAS WILL HAVE SOME AMENITIES THAT ARE ADA COMPLAINT. -ALL PLAY AREAS WILL UTILIZE WOOD FIBER MULCH, RUBBERIZED SURFACE MATERIAL, OR DECOMPOSED GRANITE |
|---|---|



BENCH SEATING

OPEN LAWN ACTIVITY AREA

CONCRETE WALK

PICNIC TABLE SETS AND TRASH RECEPTACLE

SHADE OVERHEAD STRUCTURE

BENCH SEATING

PLAY EQUIPMENT

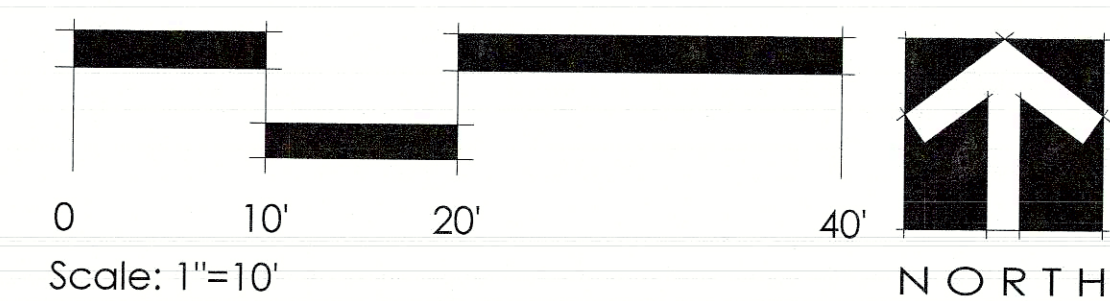
PLAY AREA SAFE SURFACE

LOT 38

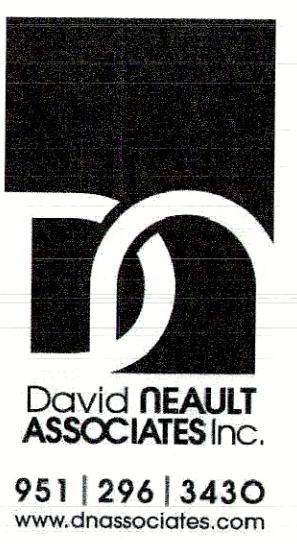
LOT 56

BRIDGEWATER STREET

POCKET PARK DESIGN FOR:
SILVERWOOD PHASE 1C, TR.18955-3 - LOT "A"



CITY OF HESPERIA, CA



3-4-2026

DRAFT

ATTACHMENT "A" List of Conditions for PFR26-00001

Approval Date: April 08, 2026
Effective Date: April 21, 2026
Expiration Date: April 21, 2029

This list of conditions applies to: Consideration of Public Facility Review PFR26-00001 to construct one active pocket park within Tract 18955-3 (Lot A) on 0.39 gross acres, to be maintained by the HOA (Applicant: Silverwood Development; APN: 0397-012-41)

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

RECREATIONAL FACILITIES. The Developer shall submit two sets of plans to develop the recreational facilities to the Building Division with the required application fees. The recreational facilities shall include active recreational areas of turf, picnic tables, benches, shade structure, trash receptacles

and a tot-lot with commercial permanent playground equipment with a shade cover, as approved on the site plan. (P)

CONDITIONS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE

COMPLETED **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 with the required application fees. 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)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** FENCING PLANS. A 6-foot-high wrought iron fence shall be installed along the side property lines of the park. The wrought iron fence shall extend from the end of the propose side fencing for Lots 38 and 56 to the front or street adjacent property line of the park. (P)
NOT IN COMPLIANCE

CONDITIONS REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY

COMPLETED **COMPLIED BY** UTILITY CLEARANCES. The Building Division will provide utility clearances after required permits and inspections for the facility. Utility meters shall be permanently labeled. (B)
NOT IN COMPLIANCE

COMPLETED **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. (P)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** LANDSCAPING/IRRIGATION. The Developer shall install the landscaping and irrigation as required by the Planning Division. (P)
NOT IN COMPLIANCE

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**