

**REGULAR MEETING AGENDA
CITY OF MADERA
PLANNING COMMISSION**

**COUNCIL CHAMBERS - CITY HALL
TUESDAY
NOVEMBER 15, 2016
6:00 pm**

CALL TO ORDER

ROLL CALL

Commissioner Kenneth Hutchings (Chairperson)
Commissioner Jim DaSilva (Vice Chairperson)
Commissioner Robert Gran, Jr.
Commissioner Bruce Norton
Commissioner Pamela Tyler
Commissioner Ruben Mendoza
Commissioner Jeff Dal Cerro

INTRODUCTION OF STAFF

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

The first fifteen minutes of the meeting are reserved for members of the public to address the Commission on items which are within the subject matter jurisdiction of the Commission. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Chairperson has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Commission is prohibited by law from taking any action on matters discussed that are not on the Agenda and no adverse conclusions should be drawn if the Commission does not respond to public comment at this time.

MINUTES:

September 13, 2016
October 11, 2016

CONSENT ITEMS:

NONE

PUBLIC HEARING ITEMS

- 1. PPL 2003-03 MOD4 – Chateau at the Vineyards Precise Plan Modification**
A noticed public hearing to consider modification of Precise Plan 2003-03 to allow for the construction of homes on the two remaining unbuilt lots within Phase I of the Chateau at the Vineyards subdivision. The subdivision is located in the PD

6000 (Planned Development) Zone District, with an LD (Low Density) General Plan land use designation (APN: 012-420-001 and 069).

2. PPL 2014-01 MOD2 – Capistrano 16 Precise Plan Modification

A noticed public hearing to consider a request for modification of Precise Plan 2014-01 to allow for a change in the approved home plans and amendment of certain development standards applicable to the 103-lot Capistrano 16 subdivision generally located north of Almond Avenue and east of Westberry Boulevard in the PD-4500 (Planned Development) Zone District with an LD (Low Density) General Plan land use designation (APN: 009-600-006).

3. CUP 2016-22 and 23, and SPR 2016-39 – Home Depot Outdoor Display and Rentals

A noticed public hearing to consider two conditional use permits and a site plan review to allow for the outdoor display and rental of Penske trucks and assorted power equipment, and the outdoor display and sale of various merchandise at the Home Depot located southeast of the intersection of North Schnoor Avenue and Kennedy Street (2155 North Schnoor Ave.) in the C2 (Heavy Commercial) Zone District with a C (Commercial) General Plan land use designation (APN: 013-070-025).

4. CUP 2016-28 and SPR 2016-44 – East Yosemite Taco Bell

A noticed public hearing to consider a conditional use permit and site plan review to allow for a drive-thru lane in conjunction with the development of a new Taco Bell restaurant proposed to be located southwest of the intersection of East Yosemite and Tozer Street (1420 East Yosemite Avenue) in the C1 (Light Commercial) Zone District with a C (Commercial) General Plan land use designation (APN: 008-142-071).

5. Madera Travel Center – Love’s Travel Stops and Country Stores, Inc. – Development Agreement

A noticed public hearing to consider adoption of a resolution recommending to the City Council of the City of Madera adoption of an ordinance implementing a proposed development agreement for the Madera Travel Center Project pursuant to California Government Code Sections 65864 65869.5. Various approvals in support of the Travel Center project were granted by the Planning Commission on August 16, 2016. The proposed agreement would provide assurance that the developer may proceed with developing the project in accordance with the existing regulations and approvals. A reimbursement mechanism for certain public facilities and improvements is also included. An Environmental Impact Report was previously certified for the Project, which is located on a 24.4 acre portion of a 48.36 acre parcel at the southeast corner of the intersection of Avenue 17 and State Route 99, Madera (APN: 013-240-003).

NON-PUBLIC HEARING ITEMS

ADMINISTRATIVE REPORTS

COMMISSIONER REPORTS

ADJOURNMENT: The next regular meeting will be held on December 13, 2016.

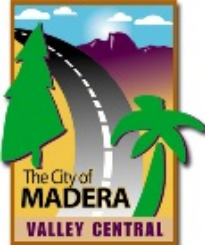
In compliance with the Americans with Disabilities Act, the meeting room is accessible to the physically disabled and the services of a translator can be made available. Requests for additional accommodations for the disabled, signers, assistive listening devices or translators needed to assist participation in the public meeting should be made at least seventy-two (72) hours before the meeting. If you need special assistance to participate in a City meeting or other services offered by this City, please contact the Planning Department office at (559) 661-5430. Those who are hearing impaired, may call 711 or 1-800-735-2929 for TTY Relay Services. Any and all persons interested in this matter may provide comments.

Any writing related to an agenda item for the open session of this meeting distributed to the Planning Commission less than 72 hours before this meeting is available for inspection at the City of Madera – Planning Department, 205 W. 4th Street, Madera, CA 93637 during normal business hours.

Pursuant to Section 65009 of the Government Code of the State of California, notice is hereby given that if any of the foregoing projects or matters is challenged in Court, such challenge may be limited to only those issues raised at the public hearing, or in written correspondence delivered to the Planning Commission at or prior to the public hearing.

All Planning Commission actions may be appealed to the City Council. The time in which an applicant may appeal a Planning Commission action varies from 10 to 30 days depending on the type of project. The appeal period begins the day after the Planning Commission public hearing. There is NO EXTENSION for an appeal period.

If you have any questions or comments regarding this hearing notice, you may call the Planning Department at (559) 661-5430. Si usted tiene preguntas, comentarios o necesita ayuda con interpretación, favor de llamar el Departamento de Planeamiento por lo menos 72 horas antes de esta junta (559) 661-5430.



CITY OF MADERA
PLANNING COMMISSION

205 W. Fourth Street
Madera CA 93637
(559) 661-5430

**Staff Report: Chateau at the Vineyards Precise Plan Modification
PPL 2003-03 MOD4 and Environmental Determination
Item #1 – November 15, 2016**

PROPOSAL: An application for modification of the Chateau at the Vineyards Precise Plan to allow for the approval of one new floor plan that will be constructed on the two remaining lots in Phase I.

APPLICANT:	Benchmark Communities	OWNER:	UPC Chateau Grove, LLC
ADDRESS:	1082 Cosentino Drive and 732 St. Michelle Drive	APN:	012-420-001 and 069
APPLICATIONS:	PPL 2003-03 MOD	CEQA:	Negative Declaration

LOCATION: The project site is comprised of two vacant lots on the southeast and southwest corner of the intersection of Cosentino Drive and St. Michelle Drive, in the Chateau at the Vineyards subdivision.

STREET ACCESS: The overall subdivision has access from Almond Avenue, Stadium Road, Monterey Street and Gary Lane.

PARCEL SIZE: 1082 Cosentino Drive is 9,075 square feet in area.
732 St. Michelle Drive is 7,183 square feet in area.

GENERAL PLAN DESIGNATION: LD (Low Density)

ZONING DISTRICT: PD-6000 (Planned Development)

SITE CHARACTERISTICS: Chateau at the Vineyards is a single family residential subdivision that is almost entirely built out. Single family residential development is located immediately to the east and north, a rural residential property is immediately to the south, and an elementary school campus to the west, across Stadium Road.

ENVIRONMENTAL REVIEW: A negative declaration was certified by the Planning Commission for the subdivision on the site in May of 2003. The proposed modification is consistent with development anticipated in the Negative Declaration.

SUMMARY & RECOMMENDATION: The proposed new home floor plan and varying elevation are comparable to the originally approved models and, as conditioned, are consistent with the goals and policies of the General Plan. Approval of the modification to the precise plan is recommended.

APPLICABLE CODES AND PROCEDURES

MMC §10-3-4.101 Planned Development Zones

MMC §10-3-4.104 Precise Plan Application

MMC §10-3.13 Use Permits

California Public Resources Code §21000, California Environmental Quality Act "CEQA".

Precise plans are utilized within the PD (Planned Development) Zone District to establish the specific development and improvement standards for a proposed project. Precise plans address site features such as infrastructure and services, circulation and access, appearance, landscaping and open space.

The City's Zoning Ordinance allows for the granting of an amendment to a precise plan by the Planning Commission subject to the Planning Commission being able to make findings that the establishment, maintenance or operation of the development will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the development, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.

If the Commission cannot make the appropriate findings, the development should be denied. Conditions may be attached to the approval of the precise plan to ensure compatibility. Project design may be altered and on or off-site improvements required in order to make the project compatible with nearby uses. In addition, the application may be subject to further review, modification or revocation by the Commission as necessary.

PRIOR ACTION

The Planning Commission approved Tentative Subdivision Map 2003-04 and its accompanying Precise Plan 2003-03 on May 13, 2003. Precise Plan 2003-03 has been amended multiple times. The last amendment was on April 14, 2015, when Joseph Crown requested additional floorplans for construction within Phase IV of the subdivision.

ANALYSIS

Background

The approved tentative map for the Chateau at the Vineyards subdivision created 163 residential lots. Lots ranged in size from between 6,000 and 8,227 square feet, with the majority of lots between 6,000 and 6,100 square feet in size. Four home plans were originally offered, ranging between 1,200 and 1,960 square feet, with larger models being incorporated as market conditions warranted. All homes included at least a two car garage, tile roofing, stucco exteriors and a variety of elevations and colors. No special design criteria were included in the precise plan, which relied primarily on the development standards of the R1 Zone District.

Modification Request

The applicant wishes to add one new floor plan with two elevations to the existing precise plan. The floor plan encompasses 2,205 square feet of living area and includes a two car garage. The proposed "Early California" and "Bungalow" elevations provide distinct variation between the two homes. Approval of the modification request would allow these homes to be constructed on the two remaining vacant lots within Phase I of the Chateau at the Vineyards subdivision. These two lots are also the last two lots to be developed at the Chateau at the Vineyards subdivision. The proposed models are generally compatible with the existing completed homes in the subdivision, within a similar range of square footage and architectural

style. The proposed models are also generally consistent with the goals and policies of the General Plan, including the requirements for garage subordinate design and an enhanced architecture. No other modification to the Chateau at the Vineyards precise plan is requested.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The first of the four core vision statements in the Vision Plan is “a well-planned city”. The Commission, by considering how this development connects to other developments and how the neighborhood and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan. Moreover, approval of the project is specifically consistent with Strategy 131, “Create well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities and commercial components”.

SUMMARY OF RECOMMENDATIONS

The modification to the precise plan allows for the logical completion of a residential neighborhood. The proposed homes provide conformity with the General Plan. The information presented supports approval of the project. It is recommended that the Commission consider this information, together with testimony provided at the public hearing, and approve the modification to the precise plan.

PLANNING COMMISSION ACTION:

The Commission will be acting on the precise plan modification.

Motion 1: Move to approve Precise Plan 2003-03 MOD4 to allow for the modification of the precise plan for Chateau at the Vineyards to include the addition of one new floor plan with two elevations, based on and subject to the findings and conditions of approval:

Findings

- A negative declaration for the subdivision was certified by the Planning Commission in May of 2003. The proposed modification is consistent with development anticipated in the Negative Declaration.
- The modification of Precise Plan 2003-03 is consistent with the purpose and intent of the PD (Planned Development) Zone District and does not conflict with City standards or other provisions of the code.
- The modification of Precise Plan 2003-03 is consistent with the requirements for Precise Plans per Section 10-3-4.104.
- The modification of Precise Plan 2003-03 is consistent with the goals and policies of the General Plan.
- The modification of Precise Plan 2003-03 continues to implement the tentative map and conditions of approval for the Chateau at the Vineyards Subdivision.
- The proposed modification is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City.

CONDITIONS OF APPROVAL

1. All conditions applicable to approval of Tentative Subdivision Map 2003-04 and Precise Plan 2003-03 shall remain effective and are not revised in any way by this approval except as modified herein.
2. One new model, with two elevations, is approved as part of Precise Plan 2003-03 MOD4. The model is as follows:

Model 2206 – 2,205 sq. ft., 4 bedrooms, 2 bathrooms, 2 car garage
Elevations Approved – Early California and Bungalow, per attached exhibits.

3. Each proposed model shall include tile roofing, architectural treatments including varying elements of wall sconces, window shutters, gable decorations, decorative wood corbel and stylized garage doors. At a minimum, hatched windows shall be included on the front elevation.

(OR)

Motion 2: Move to continue the application for Precise Plan 2003-03 MOD4 to the December 13, 2016 Planning Commission hearing for the following reasons or in order for the following information to be provided: (specify)

(OR)

Motion 3: Move to deny the application for Precise Plan 2003-03 MOD4, based on and subject to the following findings: (specify)

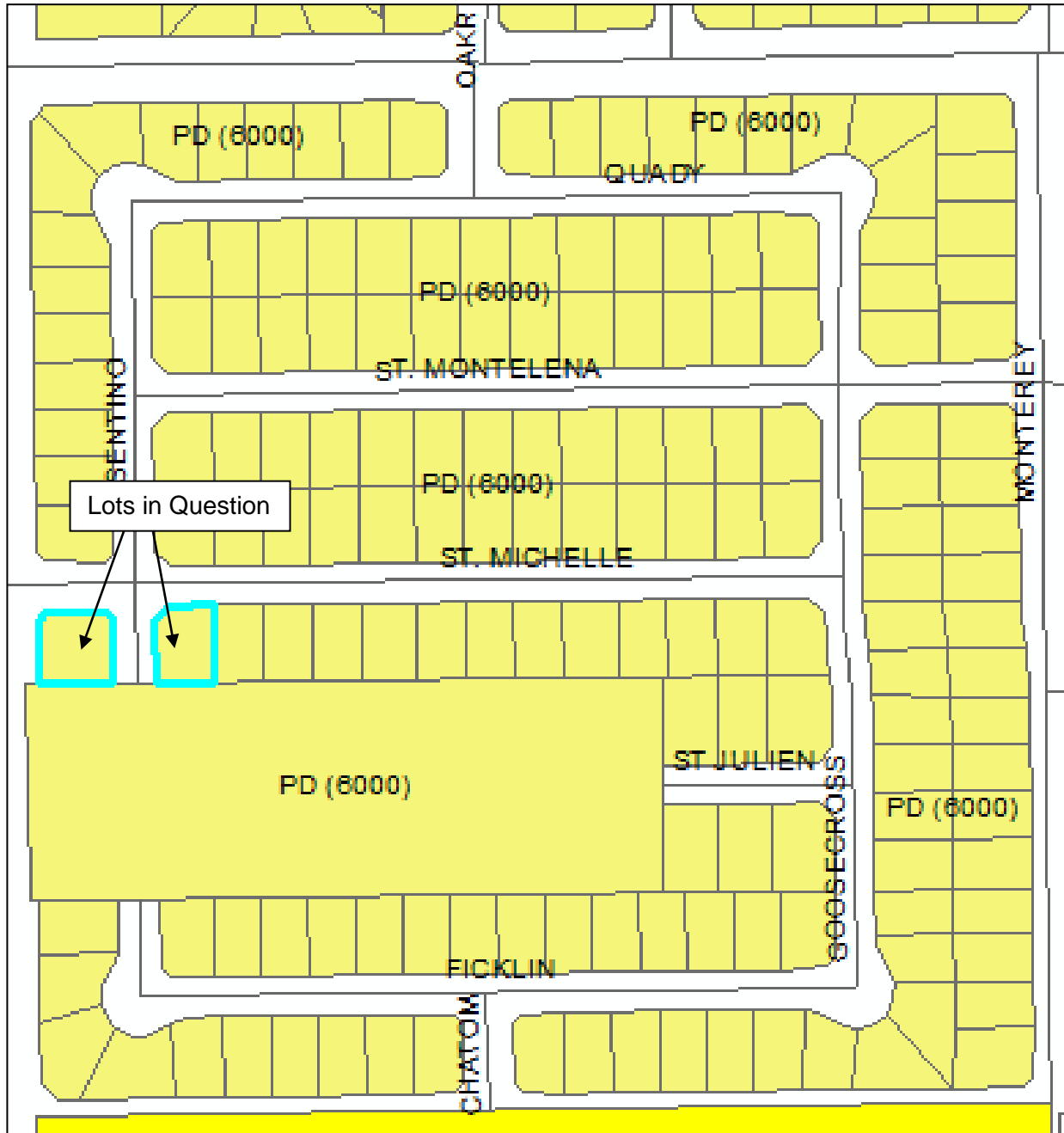
ATTACHMENTS

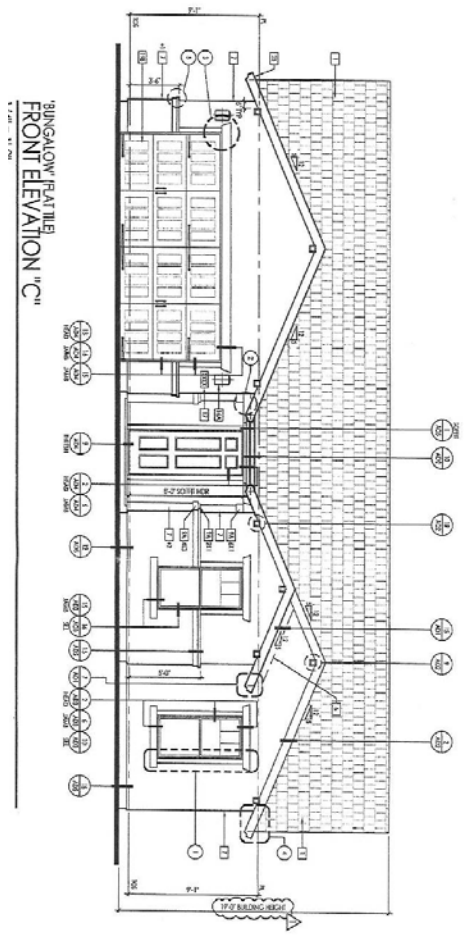
Aerial Photo
Zoning Map
New Model Details

Aerial Photo

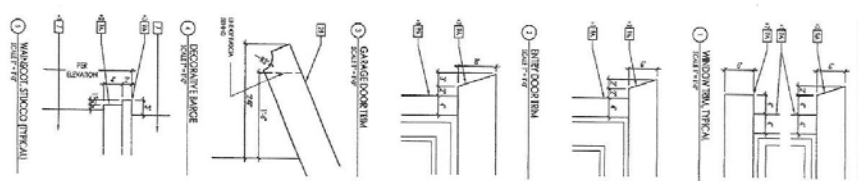
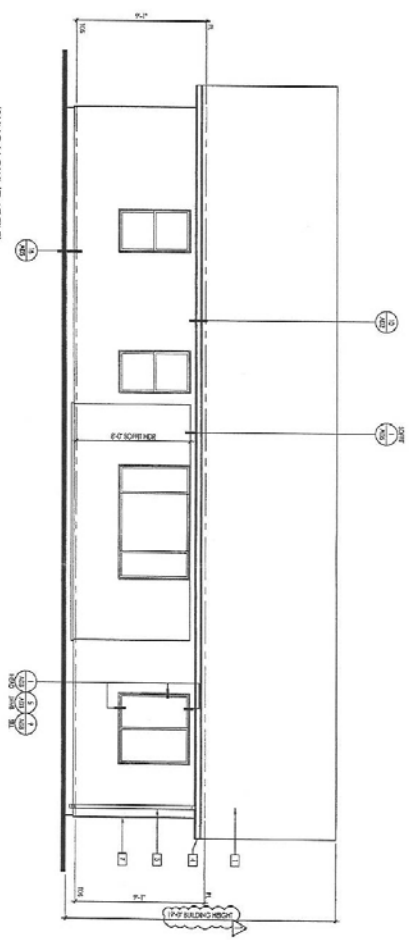


Zoning Map





BUNGALOW FLAT TILE
REAR ELEVATION 1/4" = 1'-0"



Elevation Design Details:

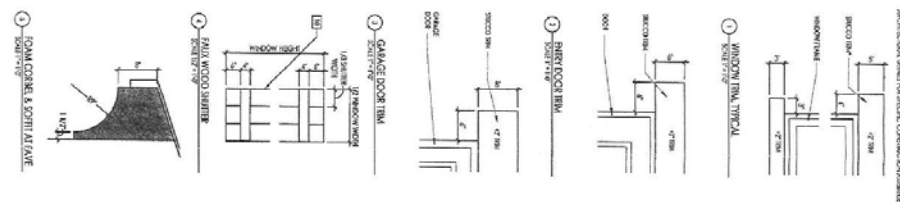
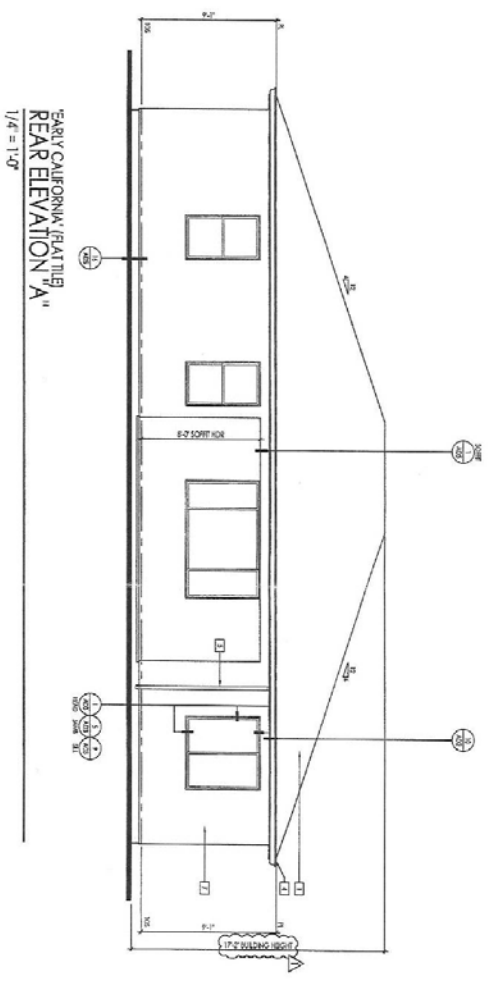
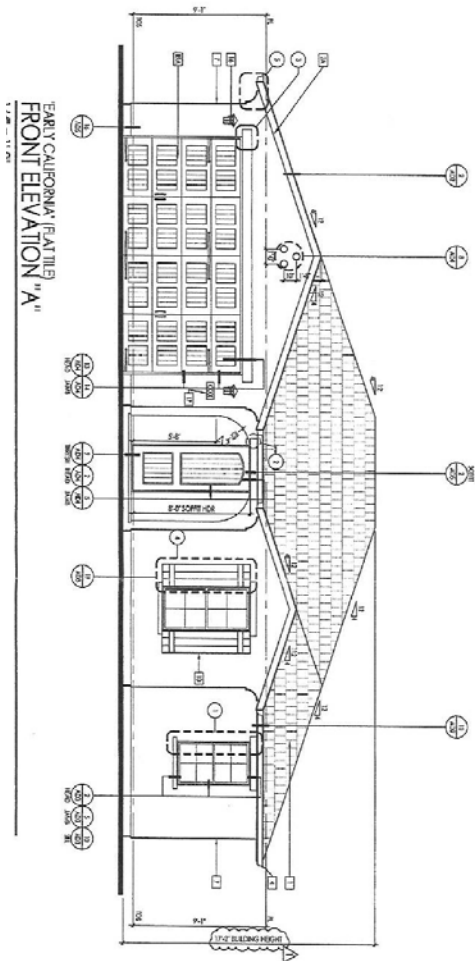
Sheet Notes:

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. FINISHES ARE TO BE AS SHOWN ON THE DRAWING.
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2013 CRC
 Chief of Building
 Building Department
 2013 CRC
 Approved



Elevation Design Details:
Sheet Notes:

1. BUILDING TO BE RECONSTRUCTED TO MATCH EXISTING EXTERIOR APPEARANCE AND MATERIALS.
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2011, C.D.C.
 City of Anaheim
 Building Department
 2011 C.D.C.
 C.D.C. 01312

- LEGEND:**
- CL Center Line
 - PL Property Line
 - PE Pedestrian Easement
 - PUE Public Utility Easement
 - DI Drain Inlet
 - SB Building Setback
 - SS Sewer Lateral
 - W Water Lateral
 - Monument
 - ▲ Fire Hydrant
 - Drain Inlet
 - Sewer Cleanout
 - Water Meter
 - Street Light
 - Wood Fence
 - Block Wall
 - ▭ Existing Concrete
 - ▭ Pad Mounted Elec. Trans. (Above Ground)
 - ⊗ Electric Trans. Vault (Flush Mount)
 - ⊕ Electric Splice Box (Flush Mount)
 - ⊕ Phone Splice Box (Flush Mount)
 - ⊕ Phone Pedestal (Above Ground)
 - ⊕ Phone Floor Vault (Flush Mount)
 - ⊕ Cable TV Box

PLEASE NOTE: Certain site features may not be included in drawing. Plot map may not note any or all existing easements. Refer to title report for further disclosure. Placement of house, street lights, fire hydrants, sidewalks, transformers, etc. are subject to change due to site conditions. Measurements shown are approximate except for minimums required by ordinance. This plot does not reflect as-built conditions which may vary from this plan.

***NOTE TO CONTRACTOR**
 Please refer to signed and approved improvement plans for any and all details and locations of retaining walls for construction purposes.
 The finish grading of the lot is designed with a supplemental below-ground pipe and drain installation. Maintenance and preservation of both shale and drainage pipeline is required by homeowner indefinitely to provide adequate lot drainage. Any modification to the drainage system shall be designed by a Licensed Civil Engineer by the State of California.
 NOTE: All site grading shall comply with the current California Building Code.
 NOTE: Place fence gate behind meter at garage side, typ.
 NOTE: Do not place A/C pad in any non-buildable setback areas.

ZONE DIST.	R-1-6000
LOT AREA	9,079 S.F.
BLDG AREA	2,206 S.F.
GARAGE AREA	510 S.F.

QUANTITIES:

WOOD FENCE	154 L.F.
PRIVATE WALK	42 S.F.
DRIVEWAY	240 S.F.

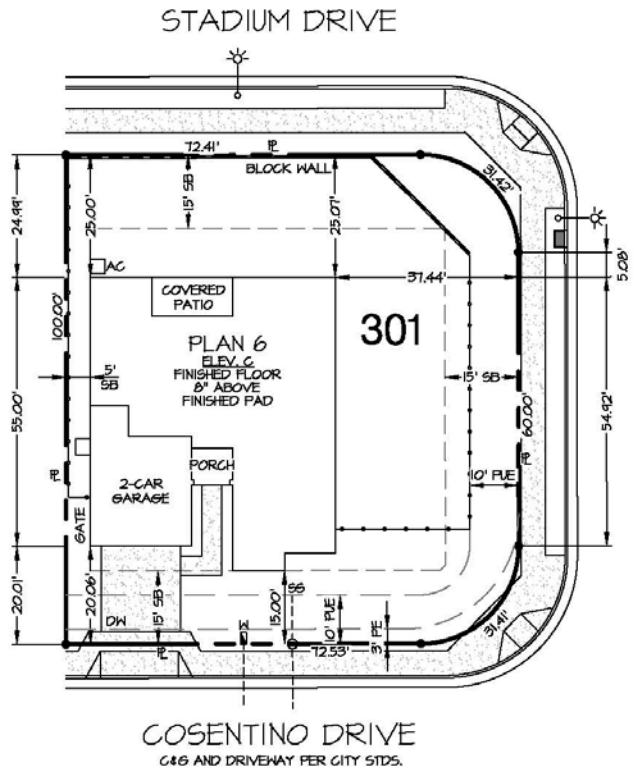
NOTE: Quantities are approximate and are based on linework from approved plans. Final quantities may differ due to field adjustments at the time of construction.

Note to buyer: Please visit home site to verify the location of any utility structures which may or may not be shown on this Plot Plan.

All easements, structures, utility lines, underground systems & conditions affecting construction on this parcel must be shown & are the responsibility of the applicant. The issuance of a permit does not grant to any person the right to violate City or State Law (UEC Sec. 302c).

The site plan for this single-family dwelling has not been reviewed by the City of Madera. Issuance of the building permit does not constitute approval of paving, concrete curbs, gutters, sidewalks & driveway approaches in street or adjacent to the property. Separate permits are required for such work per applicable City standards. Issuance of a Certificate of Occupancy for the building is dependent upon prior satisfactory completion of required pavement and concrete work.

PROJECTIONS
 A) 1-hour construction for projection less than 3'-0" from the property line.
 B) Construction not permitted less than 30" from the property line.
 C) Normal projections allowed to be 5' for each 1'-0" or required yard setback.



PLAN 6
ELEV. C
 DRAWN : 16 September 2016 LB
 REVISED : 18 October 2016 JL
PLOT PLAN

CAD FILE : 090113.13 ADDRESS : 1082 COSENTINO DRIVE APN : 012-420-001



LOT 301 THE GROVES MADERA, CA
 SALES CONTACT: _____ TRACT 04-S-08
 BUYER SIGNATURE : _____ APPROVAL DATE : _____
UCP CHATEAU GROVE, LLC

7815 N. Palm Ave., Suite 101 Phone: (559) 439-4464
 Fresno, CA 93711

LEGEND:

- CL Center Line
- PL Property Line
- PFF Public Facilities Easement
- PUE Public Utility Easement
- DI Drain Inlet
- DW Driveway
- SB Building Setback
- SS Sewer Lateral
- N Water Lateral
- Monument
- ⊕ Fire Hydrant
- ⊕ Drain Inlet
- ⊕ Sewer Cleanout
- ⊕ Water Meter
- ⊕ Street Light
- Wood Fence
- Block Wall
- ▭ Existing Concrete
- ▭ Pad Mounted Elec. Trans. (Above Ground)
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- ⊕ Phone Pedestal (Above Ground)
- ⊕ Phone Floor Vault (Flush Mount)
- ⊕ Cable TV Box

PLEASE NOTE: Certain site features may not be included in drawing. Plot map may not note any or all existing easements. Refer to title report for further disclosure. Placement of house, street lights, fire hydrants, sidewalk, transformers, etc. are subject to change due to site conditions. Measurements shown are approximate except for minimums required by ordinance. This plot does not reflect as-built conditions which may vary from this plan.

***NOTE TO CONTRACTOR**
 Please refer to signed and approved improvement plans for any and all details and locations of retaining walls for construction purposes.
 The finish grading of the lot is designed with a supplemental below-ground pipe and drain installation. Maintenance and preservation of both shale and drainage pipeline is required by homeowner indefinitely to provide adequate lot drainage. Any modification to the drainage system shall be designed by a Licensed Civil Engineer by the State of California.
 NOTE: All site grading shall comply with the current California Building Code.
 NOTE: Place fence gate behind meter at garage side, typ.
 NOTE: Do not place A/C pad in any non-buildable setback areas.

ZONE DIST.	R-1-6000
LOT AREA	7189 S.F.
BLDG AREA	2,206 S.F.
GARAGE AREA	510 S.F.

All easements, structures, utility lines, underground systems & conditions affecting construction on this parcel must be shown & are the responsibility of the applicant. The issuance of a permit does not grant to any person the right to violate City or State Law (UEC Sec. 302c).

The site plan for this single-family dwelling has not been reviewed by the City of Madera. Issuance of the building permit does not constitute approval of paving, concrete curbs, gutters, sidewalks & driveway approaches in street or adjacent to the property. Separate permits are required for such work per applicable City standards. Issuance of a Certificate of Occupancy for the building is dependent upon prior satisfactory completion of required pavement and concrete work.

PROJECTIONS
 A) 1-hour construction for projection less than 3'-0" from the property line.
 B) Construction not permitted less than 30" from the property line.
 C) Normal projections allowed to be 5' for each 1'-0" or required yard setback.

QUANTITIES:

WOOD FENCE	218 L.F.
PRIVATE WALK	42 S.F.
DRIVEWAY	310 S.F.

NOTE: Quantities are approximate and are based on linework from approved plans. Final quantities may differ due to field adjustments at the time of construction.

Note to buyer: Please visit home site to verify the location of any utility structures which may or may not be shown on this Plot Plan.



COSENTINO DRIVE

ST. MICHELLE DRIVE

**PLAN 6
 ELEV. A**

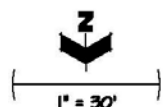
DRAWN : 16 September 2016 LB

REVISED : 18 October 2016 JL

PLOT PLAN

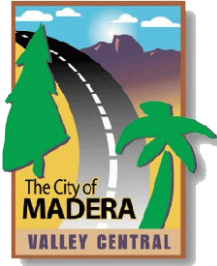
CAD FILE : 090173.13

ADDRESS : 732 ST. MICHELLE DRIVE APN : 012-420-069



LOT 369	THE GROVES TRACT 04-S-08	MADERA, CA
SALES CONTACT: _____	APPROVAL DATE: _____	
BUYER SIGNATURE : _____		
UCP CHATEAU GROVE, LLC		

7815 N. Palm Ave., Suite 101 Phone: (559) 439-4464
 Fresno, CA 93711



CITY OF MADERA
PLANNING COMMISSION

205 W. Fourth
Street
Madera CA 93637
(559) 661-5430

**Staff Report: Capistrano XVI Precise Plan Modification
PPL 2014-01 MOD2 and Environmental Determination
Item #2 – November 15, 2016**

PROPOSAL: An application for modification of the Capistrano XVI subdivision Precise Plan to allow for a change in the home plans approved for construction within the subdivision, and to amend certain development standards applicable to the subdivision.

APPLICANT:	Ubaldo Garcia Hernandez	OWNER:	Joseph Crown
ADDRESS:	245 South Westberry Boulevard	APN:	009-600-006
APPLICATIONS:	PPL 2014-01 MOD2	CEQA:	Negative Declaration

LOCATION: The project site is located approximately 600 feet north of Almond Avenue, on the east side of Westberry Boulevard.

STREET ACCESS: Access is provided from Westberry Boulevard, Timberline Drive, Wolftrap Street and Double Tree Way.

PARCEL SIZE: Approximately 19.79 acres

GENERAL PLAN DESIGNATION: LD (Low Density)

ZONING DISTRICT: PD-4500 (Planned Development)

SITE CHARACTERISTICS: The project site is currently developed with one rural residential single family home. A 103-lot single family residential subdivision is approved for development on the project site and the subdivision map is nearing recordation. Agricultural land is located to the west of the project site, with single family residential development to the north, south and east.

ENVIRONMENTAL REVIEW: A negative declaration was certified by the Planning Commission for the subdivision on the site on October of 2014. The proposed modification is consistent with development anticipated in the Negative Declaration.

SUMMARY AND RECOMMENDATION: The proposed modification of Precise Plan 2014-01, as conditioned, provides compatibility between existing land uses, the Zoning Ordinance and the Madera General Plan. Staff recommends conditional approval of the modification.

APPLICABLE CODES AND PROCEDURES

MMC §10-3-4.101, Planned Development Zones

MMC §10-3-4.104, Precise Plan

California Public Resources Code §21000, California Environmental Quality Act "CEQA".

Precise plans are utilized within the PD (Planned Development) Zone District to establish the specific development and improvement standards for a proposed project. Precise plans address site features such as infrastructure and services, circulation and access, appearance, landscaping and open space.

The City's Zoning Ordinance allows for the granting of an amendment to a precise plan by the Planning Commission subject to the Planning Commission being able to make findings that the establishment, maintenance or operation of the development will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the development, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.

If the Commission cannot make the appropriate findings, the development should be denied. Conditions may be attached to the approval of the precise plan to ensure compatibility. Project design may be altered and on or off-site improvements required in order to make the project compatible with nearby uses. In addition, the application may be subject to further review, modification or revocation by the Commission as necessary.

PRIOR ACTION

The project site was originally proposed for subdivision in 2005, but due to the property being under a Williamson Act contract, no subdivision application could be made. In October of 2014, General Plan Amendment 2014-01, Precise Plan 2014-01, and Tentative Subdivision Map 2014-02 were approved, allowing for the development of a 103-lot single family residential subdivision. The precise plan has been modified once prior, on January 13, 2015, when a change to approved models and alterations to certain development standards were approved by the Planning Commission.

ANALYSIS

Precise Plan

Precise Plans are utilized within the PD (Planned Development) Zone District to establish the specific development and improvement standards for a proposed project. Precise plans address site features such as infrastructure and services, circulation and access, architecture, landscaping and open space. With this modification, all currently approved models will be replaced within the precise plan. Whereas the prior models were proposed by Covington Homes, the nine new models are proposed to be built by Joseph Crown. The proposed new models are as follows:

- | | | | |
|-------------|---------------|--|-------|
| • Abbey | 1,300 sq. ft. | 3 bedroom, 2 bathroom – Garage subordinate | 100%* |
| • Ashton | 1,387 sq. ft. | 3 bedroom, 2 bathroom – Garage subordinate | 38% |
| • Weston | 1,560 sq. ft. | 3 bedroom, 2 bathroom – Garage dominant | 100% |
| • Bello | 1,564 sq. ft. | 3 bedroom, 2 bathroom – Garage neutral | 100% |
| • Laurel | 1,700 sq. ft. | 4 bedroom, 2 bathroom – Garage neutral | 100% |
| • Antonella | 2,023 sq. ft. | 4 bedroom, 2 bathroom – Garage subordinate | 48% |
| • Camilla | 2,188 sq. ft. | 4 bedroom, 2 bathroom – Garage subordinate | 39% |
| • Amelia | 2,318 sq. ft. | 4 bedroom, 3 bathroom – Garage neutral | 100% |
| • Milania | 2,513 sq. ft. | 4 bedroom, 3 bathroom – Garage dominant | 45% |

* The percentiles listed on the right column of the table are the percentage of lots that each of the proposed models can be built upon.

Garage Subordinate Design

General Plan policy CD-32 states that “Garages for new single-family houses, duplexes, and townhouses should be subordinate in visual importance to the house itself, especially the entry. This may be achieved in a number of ways, such as by locating garages toward the back of the properties, constructing alleys, building garages as separate structures from the house, requiring garages to be set back from the front facade of the house and encouraging the orientation of garage doors at 90 degrees to the street.” Four of the nine proposed homes fully satisfy CD-32. Two of the homes are in opposition to the policy. A courtyard feature will be offered as an optional amenity that could enhance General Plan conformance. Staff has allowed for an occasional garage dominant design with the thought that the General Plan encourages variety along the streetscape, while being mindful that the General Plan mandates that garage subordinate designs be a prevalent feature within the neighborhood.

As noted above, the percentiles shown on the far right of the table indicate the percentage of lots each model will fit on. The plan mix shows that only five homes fit on all of the lots and, of those plans, only one garage subordinate design is included. This product mix does not provide that garage subordinate designs be the prevalent design within the neighborhood.

Having nine different models helps satisfy policies that encourage “visual interest to the streetscape,” but the garage subordinate design standards required within the General Plan are not fully satisfied within the proposed model mix. In order to fully satisfy Policy CD-32, it is recommended that the Weston model (a garage dominant design) be removed and replaced by a new garage subordinate design that will fit on all of the available lots in the subdivision. The similar Bello model (a garage neutral design) is very similar to the Weston but provides closer conformance with the General Plan and may remain in the model mix.

The final product mix will then include the following overall characteristics:

- Five garage subordinate designs
- Three garage neutral designs
- One garage dominant design

Homes that fit on all lots will have the following characteristics:

- Two garage dominant designs
- Three garage neutral designs
- No garage dominant designs

General Plan Conformance

In order to make an overall finding of General Plan conformity, staff proposes conditions of approval which reinforce conformity with all General Plan policies which require garages “subordinate in visual importance to the house itself” (CD 32), “the exterior of residential buildings [to] be varied and articulated to provide visual interest to the streetscape (CD-33) and “reflect attention to detail as necessary to produce high architectural design and construction quality” (CD-34). The precise plan requirements for staggered setbacks, enhanced elevations, and varying model distribution reinforce consistency with the goals and policies of the General Plan.

Other Department and Agency Comments

The project was reviewed by various City Departments and outside agencies. The responses and recommendations have been incorporated into the recommended conditions of approval included in this report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The first of the four core vision statements in the Vision Plan is “a well-planned city”. The Commission, by considering how this development connects to other developments and how the neighborhood and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan. Moreover, approval of the project is specifically consistent with Strategy 131, “Create well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities and commercial components”.

SUMMARY AND RECOMMENDATION

The Precise Plan modification allows for the development of a residential neighborhood in general conformity with the General Plan. The information presented in this report supports a recommendation of approval for the Precise Plan modification, subject to the recommended conditions of approval. It is recommended that the Commission consider this information, together with testimony provided at the public hearing, and approve the modification to the precise plan.

PLANNING COMMISSION ACTION

The Commission will be acting on Precise Plan 2014-01 MOD2.

Motion 1: Move to approve Precise Plan 2014-01 MOD2 to allow for the modification of the precise plan for Capistrano XVI, based on and subject to the findings and conditions of approval:

Findings

- A negative declaration for the subdivision was certified by the Planning Commission in October of 2014. The proposed modification is consistent with development anticipated in the Negative Declaration.
- The modification of Precise Plan 2014-01 is consistent with the purpose and intent of the PD (Planned Development) Zone District and does not conflict with City standards or other provisions of the code.
- The modification of Precise Plan 2014-01 is consistent with the requirements for Precise Plans per Section 10-3-4.104.
- The modification of Precise Plan 2014-01 is consistent with the goals and policies of the General Plan.
- The modification of Precise Plan 2014-01 continues to implement the tentative map and conditions of approval for the Capistrano XVI Subdivision.
- The proposed modification is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the city.

CONDITIONS OF APPROVAL

General Conditions

1. The conditions of approval for Tentative Subdivision Map 2014-01 shall remain effective and are not revised in any way, except as modified herein.

2. The conditions of approval for Precise Plan 2014-01 shall be replaced and superseded in their entirety by the following conditions of approval for Precise Plan 2014-01 MOD2.
3. All conditions of approval shall be the sole financial responsibility of the applicant/owner, except where specifically noted in the conditions or mandated by statutes.
4. Any minor deviation from the approved plan or any condition contained herein shall require prior written request by the applicant and approval by the Planning Manager.
5. Any substantial future modifications to the site involving, but not limited to, building exteriors, parking/loading areas, fence/walls, new buildings or landscaping shall require an amendment to the Precise Plan.
6. It shall be the responsibility of the property owner to ensure that any required permits, inspections and approvals from any regulatory agency shall be obtained from the concerned agency prior to establishment of the use.
7. The project shall be developed in accordance with the operational statement, site plan and elevation drawings as reviewed and approved with the Precise Plan. Minor modifications to the Precise Plan necessary to meet regulatory or engineering constraints may be made with approval of the Planning Manager.

Planning Department Conditions

6. Eight (8) models are approved as part of Precise Plan 2014-01. They are allowed to be constructed upon the 103 lots encompassed within the Capistrano XVI subdivision. They are as follows:
 - Abbey 1,300 sq. ft. 3 bedroom, 2 bathroom – Garage subordinate
 - Ashton 1,387 sq. ft. 3 bedroom, 2 bathroom – Garage subordinate
 - Bello 1,564 sq. ft. 3 bedroom, 2 bathroom – Garage neutral
 - Laurel 1,700 sq. ft. 4 bedroom, 2 bathroom – Garage neutral
 - Antonella 2,023 sq. ft. 4 bedroom, 2 bathroom – Garage subordinate
 - Camilla 2,188 sq. ft. 4 bedroom, 2 bathroom – Garage subordinate
 - Amelia 2,318 sq. ft. 4 bedroom, 3 bathroom – Garage neutral
 - Milania 2,513 sq. ft. 4 bedroom, 3 bathroom – Garage dominant
7. One additional model shall be submitted for review and approval by the Planning Manager. The model shall be a garage subordinate design with living space at least eight feet forward of the garage. The model shall be designed so as to be able to be built on 100% of the lots in the Capistrano 16 subdivision. The model shall replace the Weston model as the ninth model within the subdivision.
8. Each proposed model shall include the following features as standard elements of construction:
 - tile roofing
 - stamped/stained concrete driveways/walkways
 - three-color exterior painting
 - architectural treatments, including wall sconces, window shutters, gable decorations, decorative moldings, wood corbels and hatched window treatments consistent with the elevation submittals for each model
 - front yard landscaping and irrigation

9. Except when included as a standard feature, each proposed model shall offer the following features as optional elements of construction:
 - stone, rock, and brick elevation treatments
 - upgraded garage doors
 - third-car garages (where possible)
 - front-yard courtyards.
10. For corner and reverse corner lots, where side and/or rear exterior elevations of residential buildings are visible from any street or public rights-of-way, they shall incorporate architectural treatments in keeping with the front (primary) elevation.
11. All standards for location and design of buildings (including accessory structures) and fences which are not specifically included in the Precise Plan, as amended by these conditions of approval, shall conform to R1 (Residential) zoning standards.
12. Minor adjustments in the width of corner lots may be approved by the Community Development Director in order to comply with these precise plan requirements.
13. A ten percent (10%) minor variation for the interior side yard and rear yard setbacks may be granted with approval by the Community Development Director when deemed necessary.
14. Rear yard wood fencing shall be required for all single family homes. Any retaining walls greater than 18 inches in height shall be split block masonry. Residential fencing shall have a gate that will allow for easy access by an automated solid waste container provided by the City. The width of the gate shall be a minimum of 36 inches.
15. Lots 36, 63, 64, 77, 84, and 97 are reverse corner lots. Street side yard setbacks on reverse corner lots shall be fifteen (15') feet from property line for both structure and fencing.
16. Street side yard fencing on Lots 47 and 48 shall be constructed of decorative split-faced masonry block of a design approved by the Planning Manager. The fences shall be constructed outside of and immediately adjacent to the ten (10') foot public utility easement. The wall shall be constructed to a point twenty-five (25') feet from the front property line of the lots.
17. The rear yard structural setback for the lots located north of Gamay Avenue and west of Timberline Drive (Lots 44, 45, 46 and 47) shall be ten (10') feet.
18. The development of any temporary construction trailer and/or materials storage yard on the project site requires the approval of a Zoning Administrator Permit in advance of installation/placement.
19. The development of any model home sales center on the project site requires the approval of a Zoning Administrator Permit.
20. Front yard and street side yard landscaping and irrigation shall be installed in conjunction with construction of all single family homes. At least one City approved street tree shall be planted in each front yard. Landscape and irrigation plans prepared by a licensed landscape architect consistent with the State of California Model Water Efficient Landscape Ordinance shall be submitted as a component of submittal for plan check.

21. Along Westberry Boulevard and the entrance section of Gamay Street, frontage landscaping shall include a minimum of one City approved street tree every fifty (50') feet, along with root guards. Two City approved street trees shall be planted in the street side yards of Lots 47 and 48. No trees shall be planted within thirty (30') feet of any streetlight or five (5') feet from any fire hydrant. Each street tree shall be planted with a City approved root barrier.
22. Front and street side yard landscaping and irrigation systems shall be installed in accordance with the landscaping and irrigation plans approved as a component of submittal for plan check before the final building inspection of any residential units. All maintenance shall be by the individual homeowner.
23. Trees should be carefully selected and located to shade the structures during the hot summer months. This measure should be implemented on southern and western exposures. Deciduous trees should be preferentially considered since they provide shade in the summer and allow the sun to reach the residences during winter months.
24. If fireplaces are installed, they must be either gas-burning or EPA certified wood-burning. Natural gas and electric outlets are recommended to be installed in the back yard for barbecues. Outside electric outlets are recommended in the front and rear yards of the units to facilitate the use of electric lawn mowers, edgers, etc. Electric or low nitrogen oxide (Nox) emitting gas-fired water heaters should be installed.
25. HVAC units shall be ground mounted. No roof mounted air conditioning and heating ventilation units shall be allowed.
26. Except as noted above, all driveways and encroachments shall conform to City standards in regard to setbacks from adjacent property lines, and near intersections. All approaches shall conform to City standards.
27. The floor plans of all units shall be reversible and driveway approaches on corner lots shall be located on the interior side of the property. All units shall have a minimum of a two-car garage.
28. The following criteria shall be applied to the location of homes on individual lots:
 - The appearance of a home is affected by at least three (3) primary features, including:
 - ✓ home plan
 - ✓ alternative elevations for each plan
 - ✓ color
 - Homes built on side-by-side lots shall not repeat more than one of these primary home features. The model floor plans shall not be repeated on more than two consecutive lots.
29. The minimum front setback for all lots shall be:
 - 20 feet minimum depth to garage
 - 15 feet minimum to living space
 - 12 feet minimum to porch
30. The front structural setback shall vary from the minimum of 15 feet to a maximum of 24 feet, with at least a one foot variation amongst any two adjacent lots, and a five foot variation over any five consecutive lots, regardless of home model.

31. The existing home located on the proposed Lot 52 shall be reconditioned to appear as a cohesive element of the Capistrano XVI subdivision, or removed in favor of new construction as allowed in Precise Plan 2014-01.

Fire Department

32. All residential properties are required to be equipped with automatic fire sprinkler protection. Permits must be obtained prior to the framing inspection of each dwelling, as said dwelling is constructed.
33. A minimum of two point of access for the Fire Department are required.
34. Fire flow in the roadway shall meet the City of Madera Engineering Standards.
35. Complete improvement plans showing the placement of public fire hydrants are required before final tract map approval.
36. All fire hydrants must be identified in accordance with the CFC and City of Madera Engineering Standards.

(OR)

Motion 2: Move to continue the public hearing on Precise Plan 2014-01 MOD2 to allow for the modification of the precise plan for Capistrano XVI, to the December 13, 2016 Planning Commission hearing, for the following reasons: (specify)

(OR)

Motion 3: Move to deny the application for Precise Plan 2014-01 MOD2 to allow for the modification of the precise plan for Capistrano XVI, based on the following findings: (specify)

ATTACHMENTS

Aerial Map
Tentative Subdivision Map 2014-02
Precise Plan Exhibits

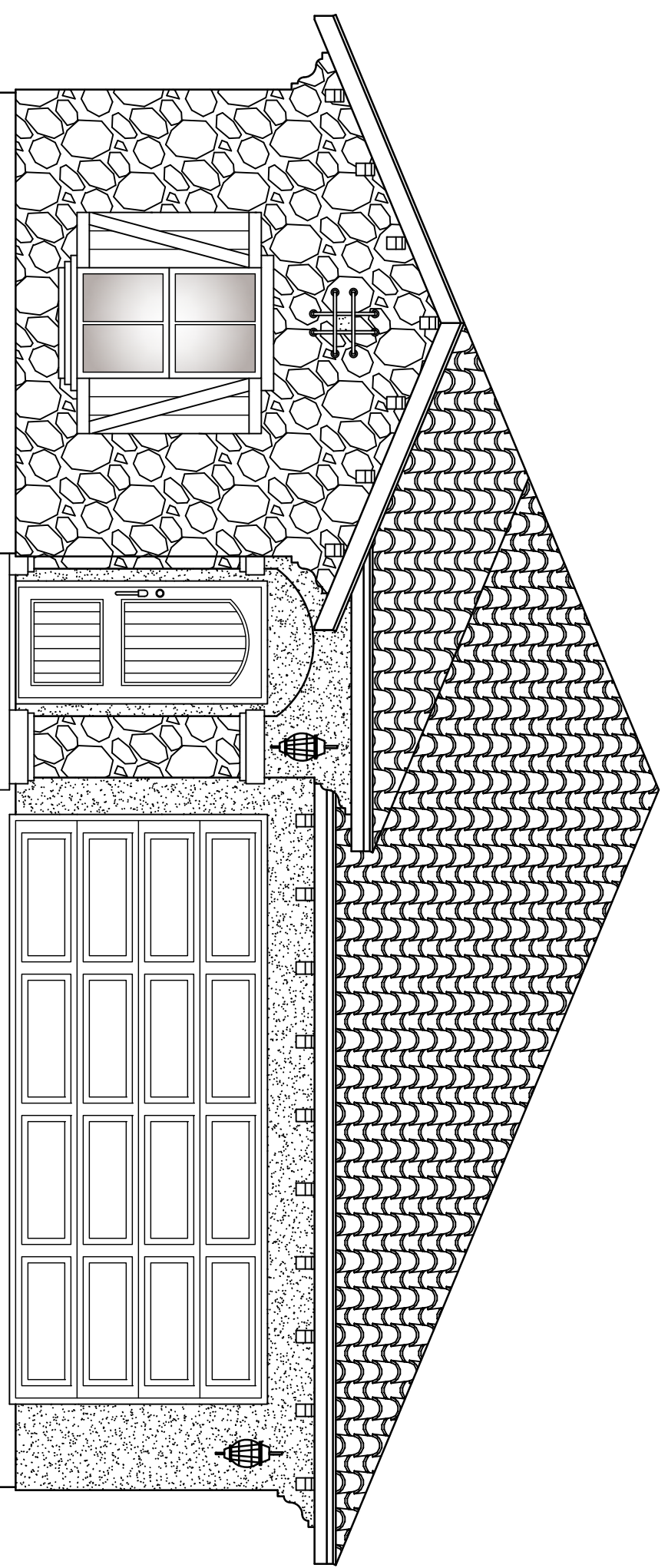
Aerial Photo



Precise Plan Exhibits

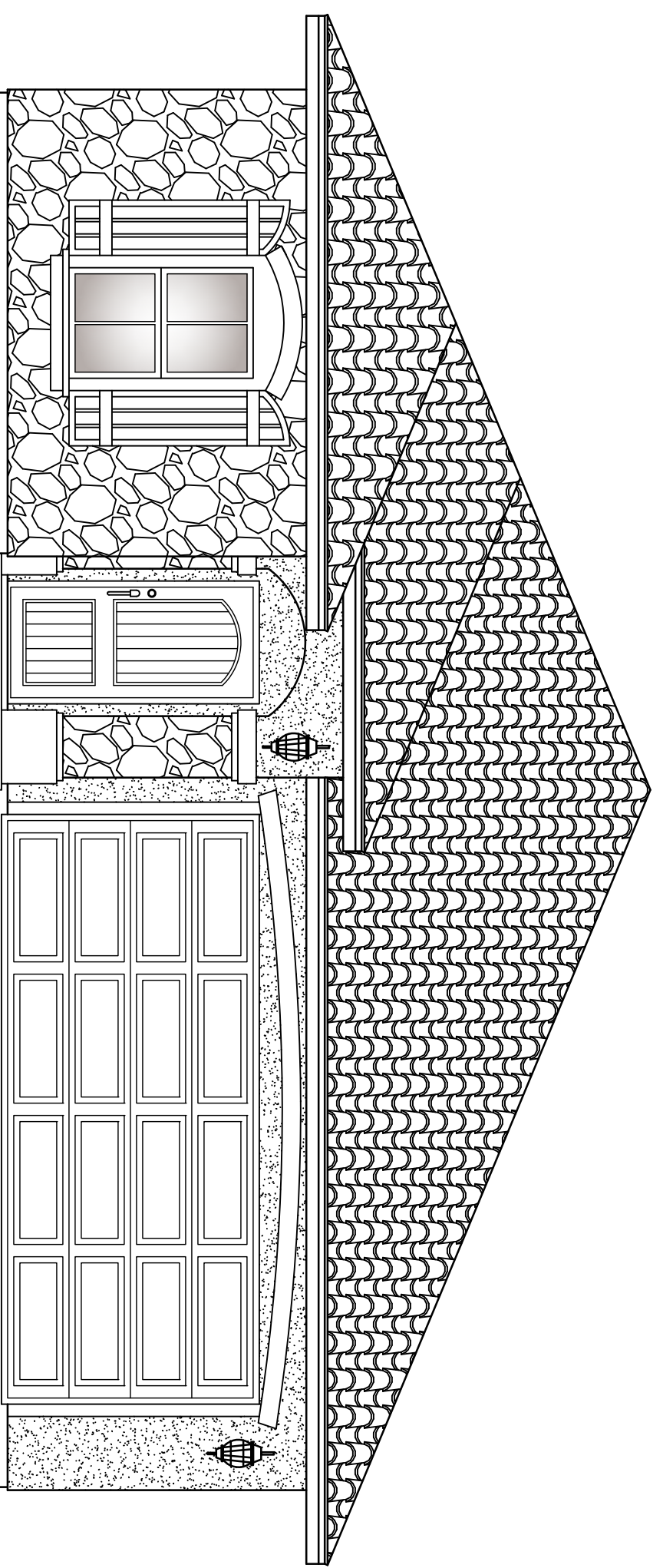
PRECISE PLAN AMENDMENT

Abbey 1300 Standard Plan



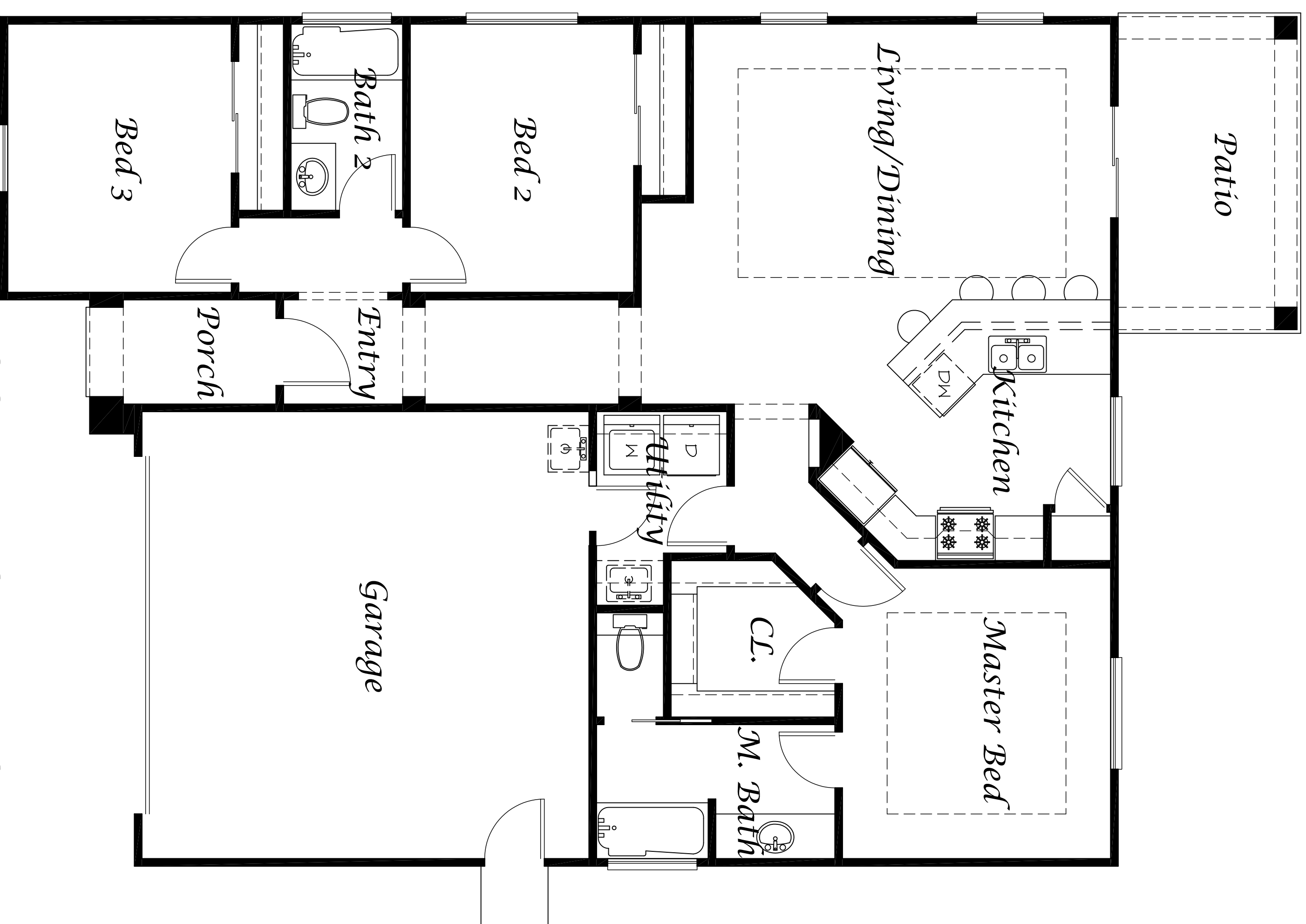
Abbey Elevation 'A'

Upgraded Elevation

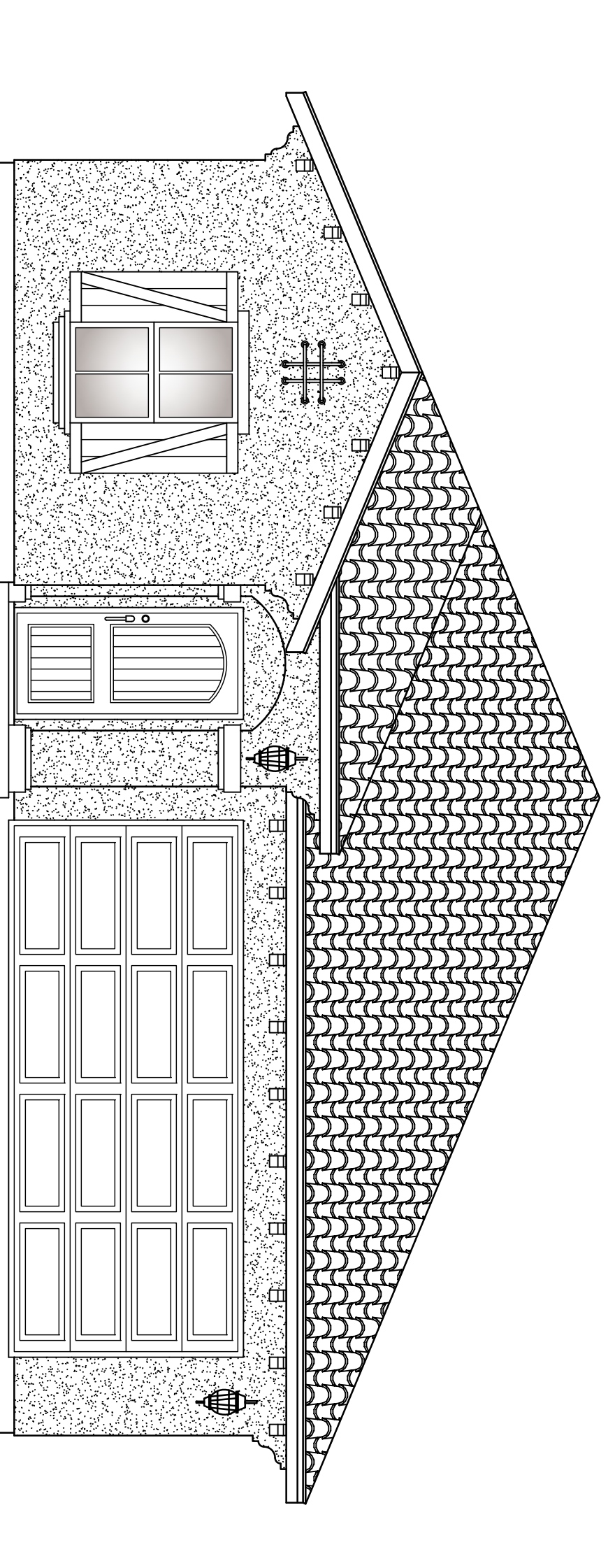


Abbey Elevation 'B'

Upgraded Elevation

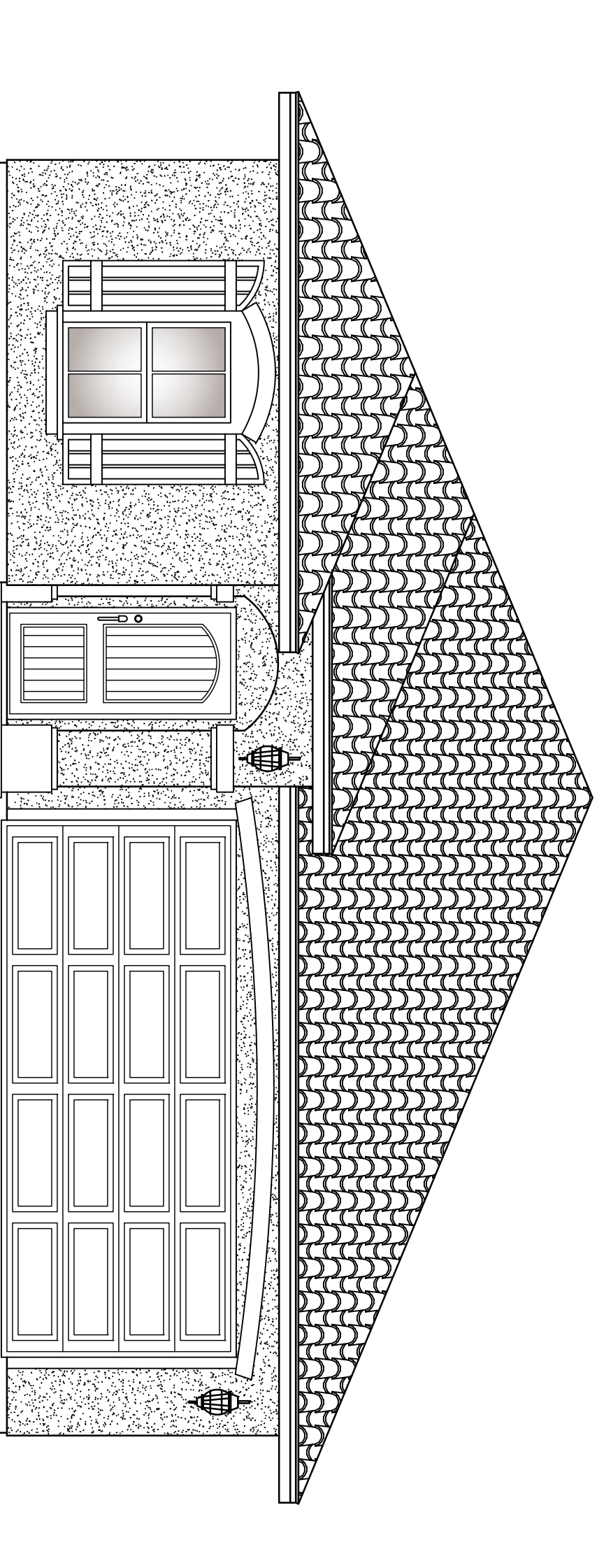


1300 Abbey Floor Plan



Abbey Elevation 'A'

Standard Elevation



Abbey Elevation 'B'

Standard Elevation

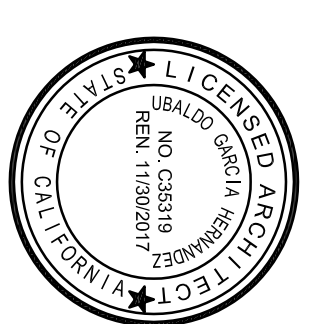
Area:

RESIDENCE:	1300 sq. ft.
PATIO:	112 sq. ft.
PORCH:	42 sq. ft.
TOTAL:	1454 sq. ft.

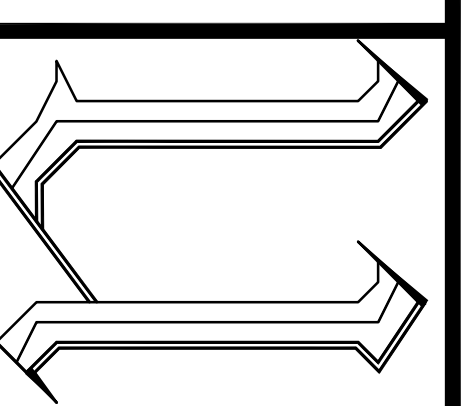
Abbey 1300 Standard Plan

A1

OWNER / BUILDER:
JosephCrown
 CONSTRUCTION & DEVELOPMENT, INC.
 5320 E. PINE AVENUE
 FRESNO, CA 93727
 Phone: (559) 275-5200
 Email: jcrown@crownliving.com

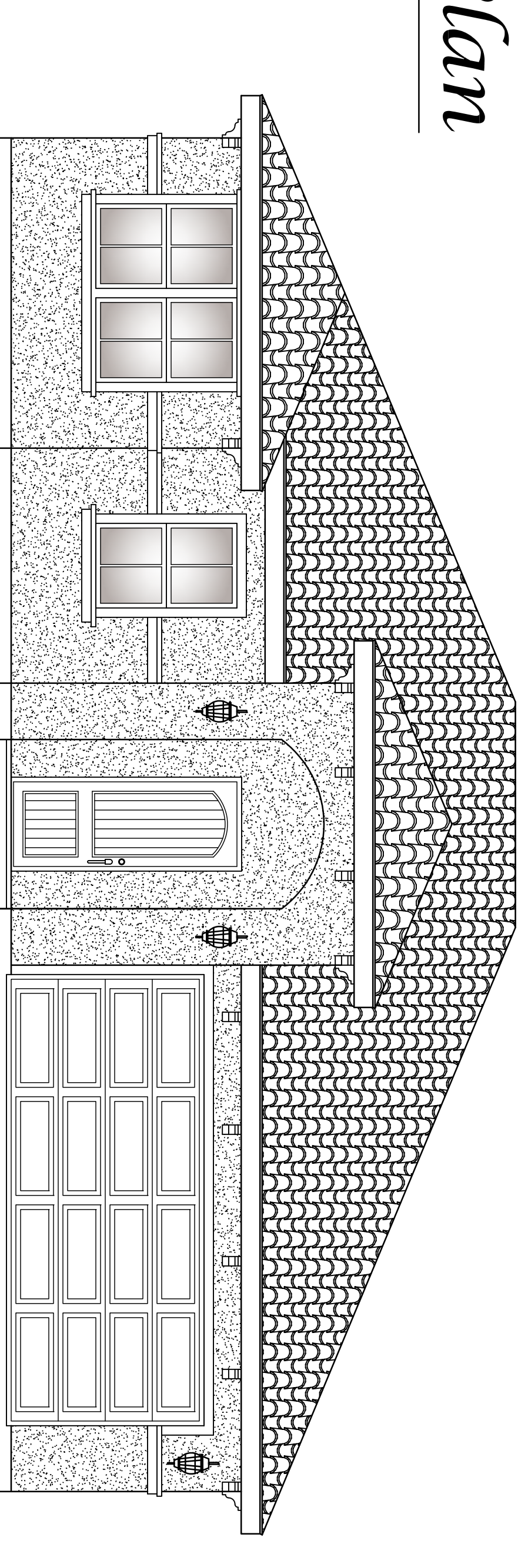
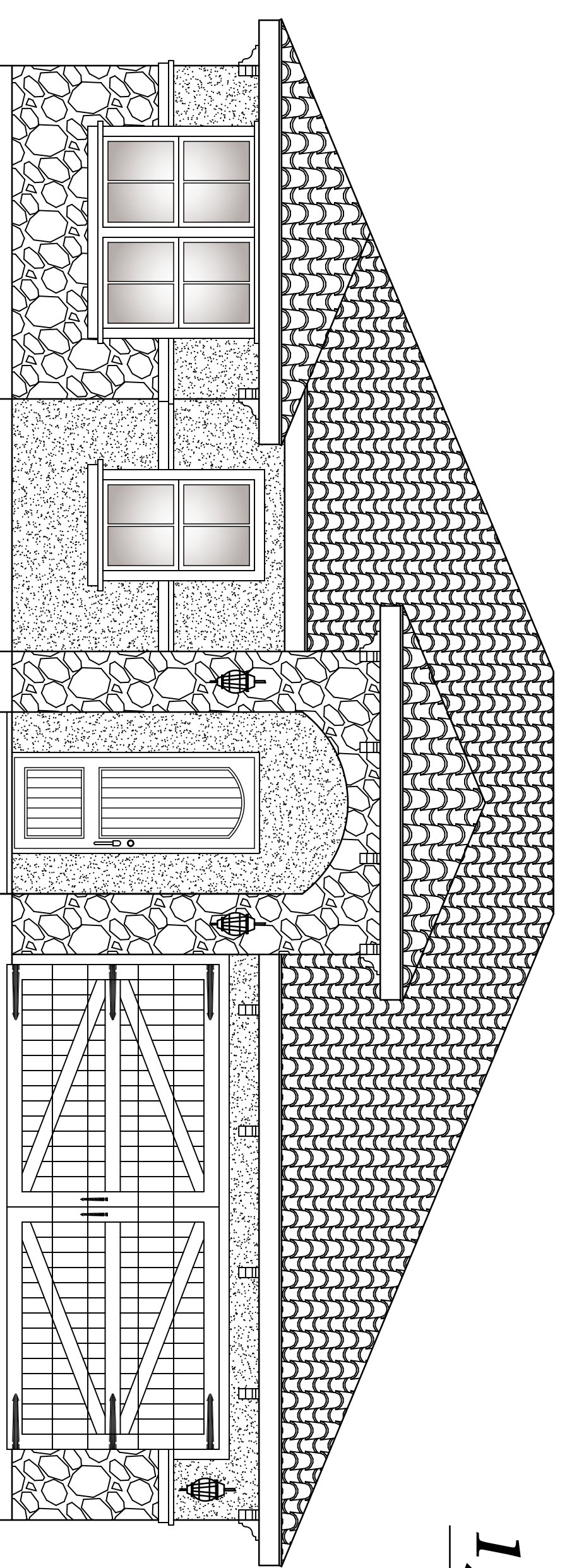
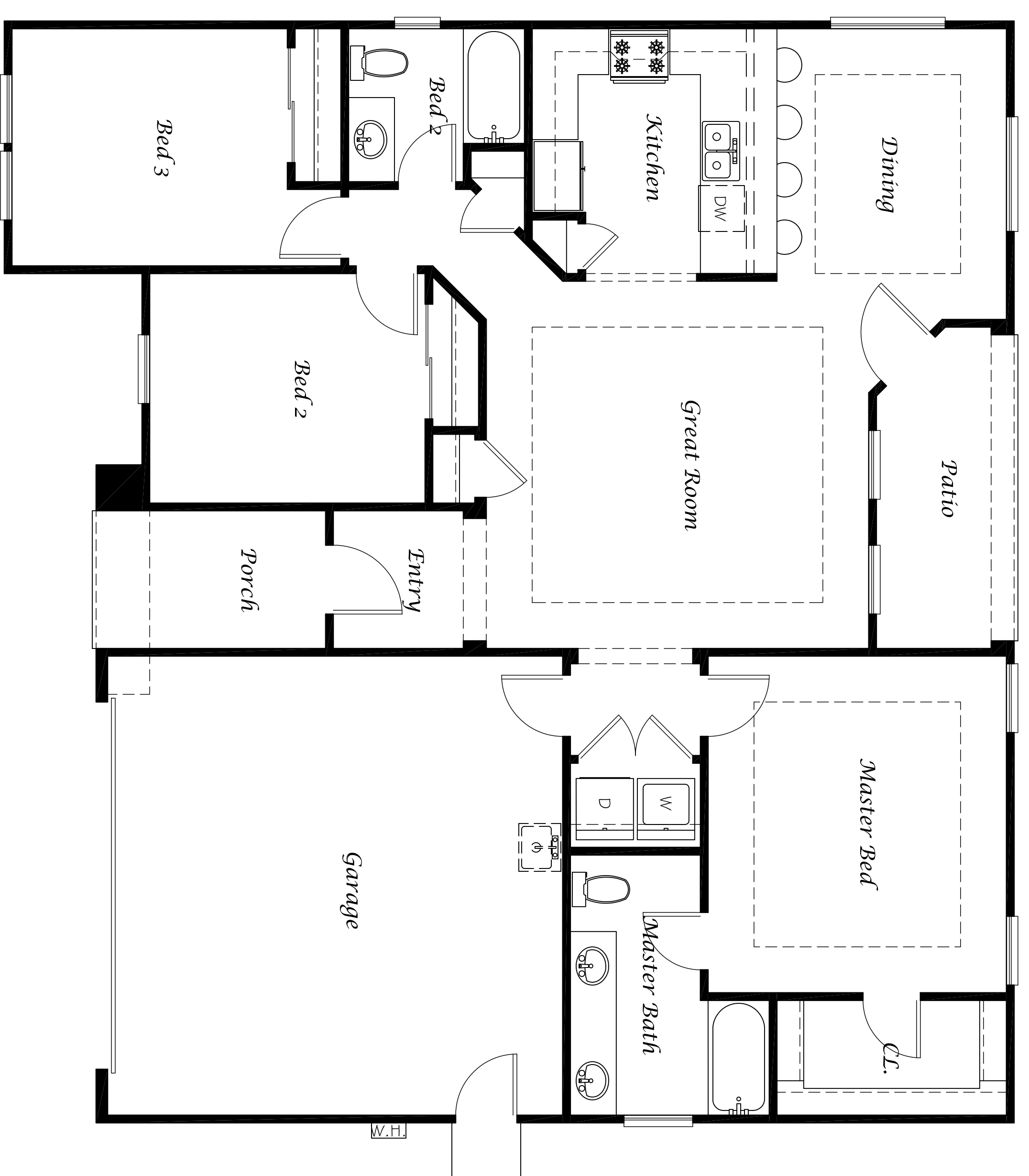
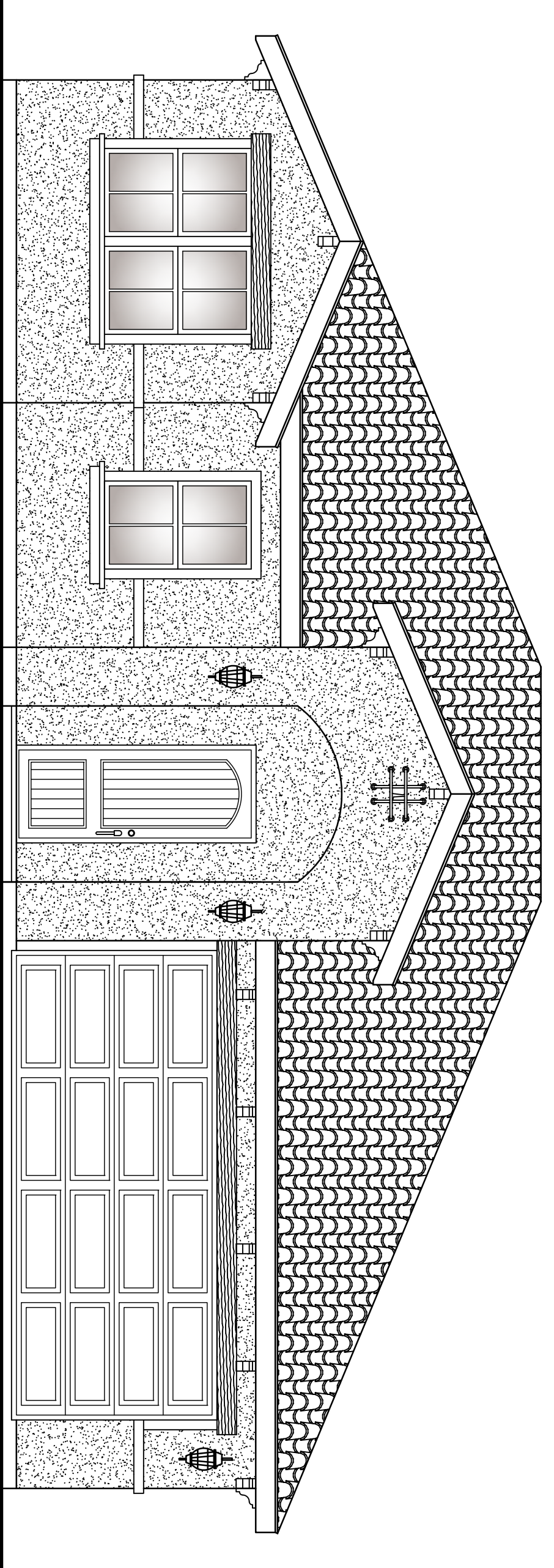
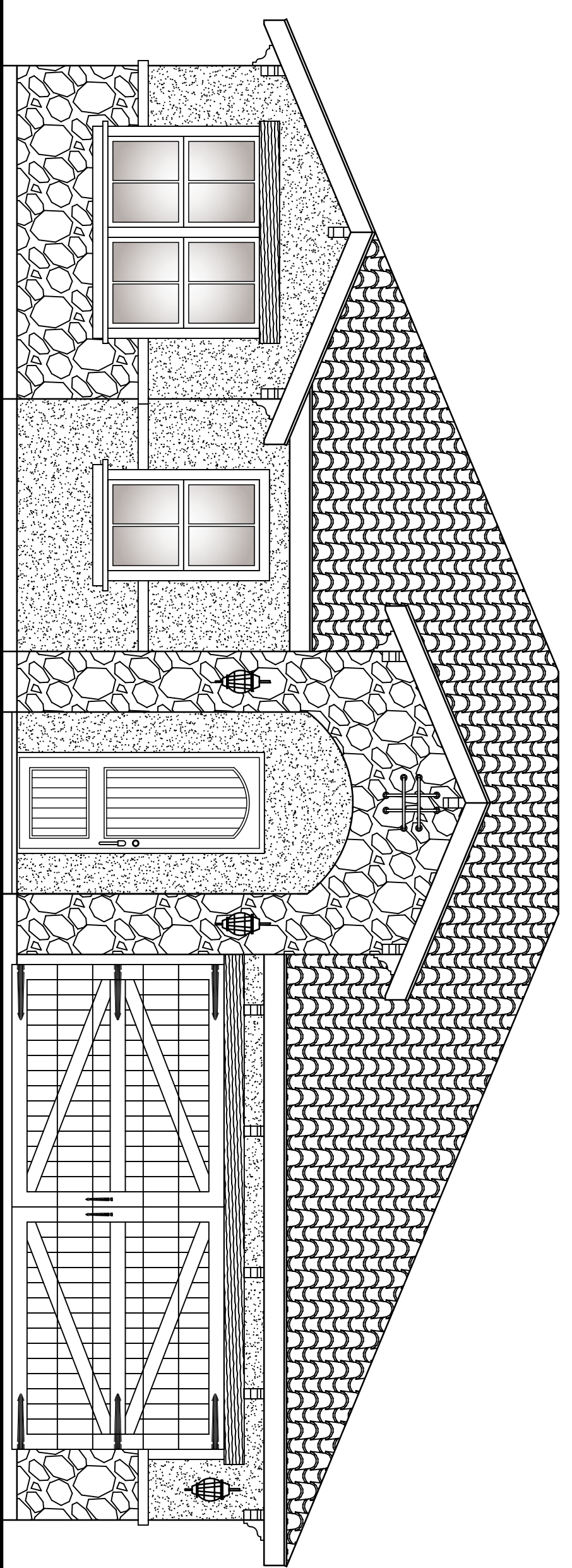


Villa Di Ubaldo
 Architecture, Engineering & Development
 Ubaldo Garcia Hernandez
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 MADERA, CA 93639
 Tel. (559) 871-5534
 Email: villadiubaldo@hotmail.com



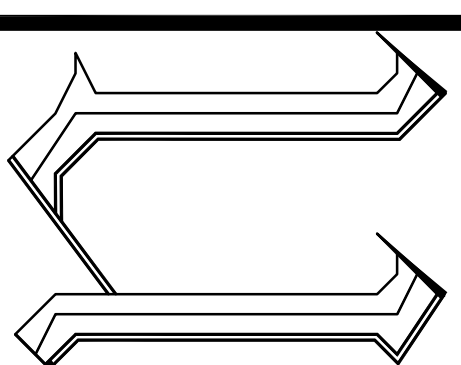
PRECISE PLAN AMENDMENT

Ashton 1387 Standard Plan



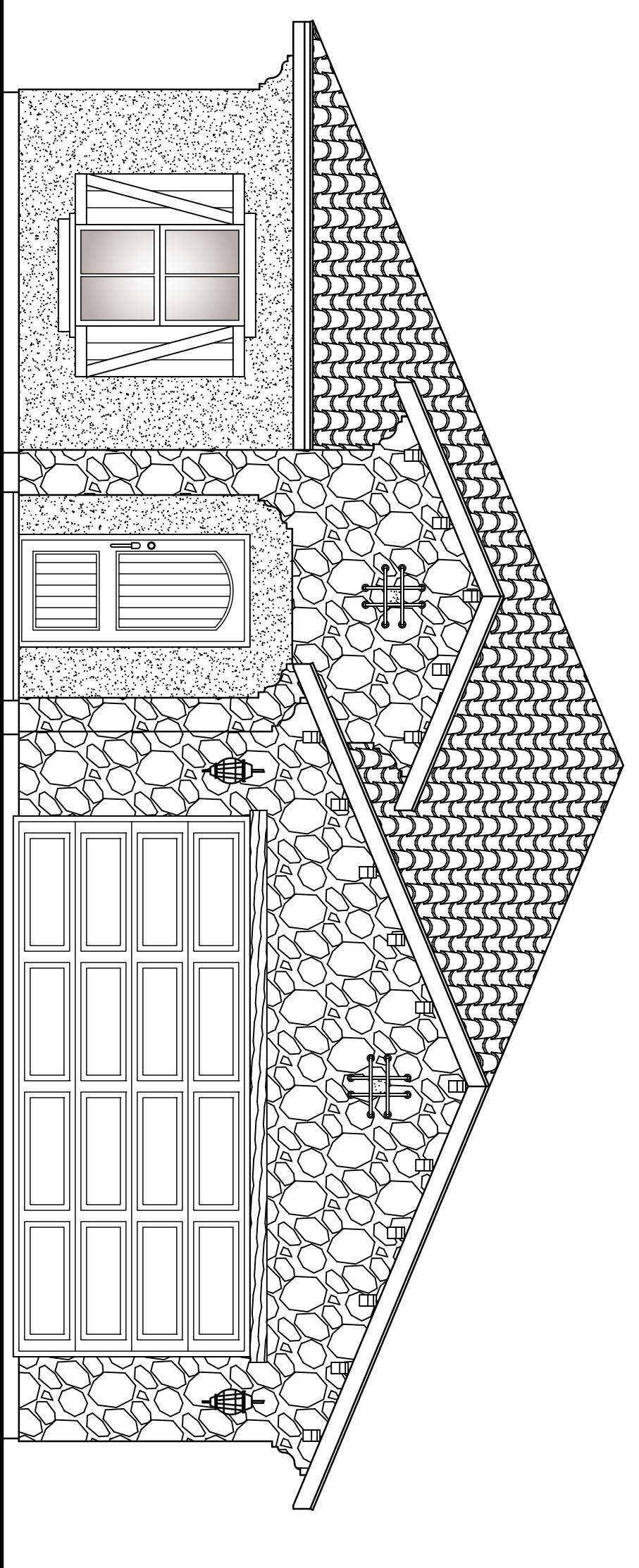
Area:

LIVING SPACE:	1397 sq. ft.
PATIO:	50 sq. ft.
PORCH:	64 sq. ft.
TOTAL LIVING:	1511 sq. ft.
TOTAL:	1545 sq. ft.



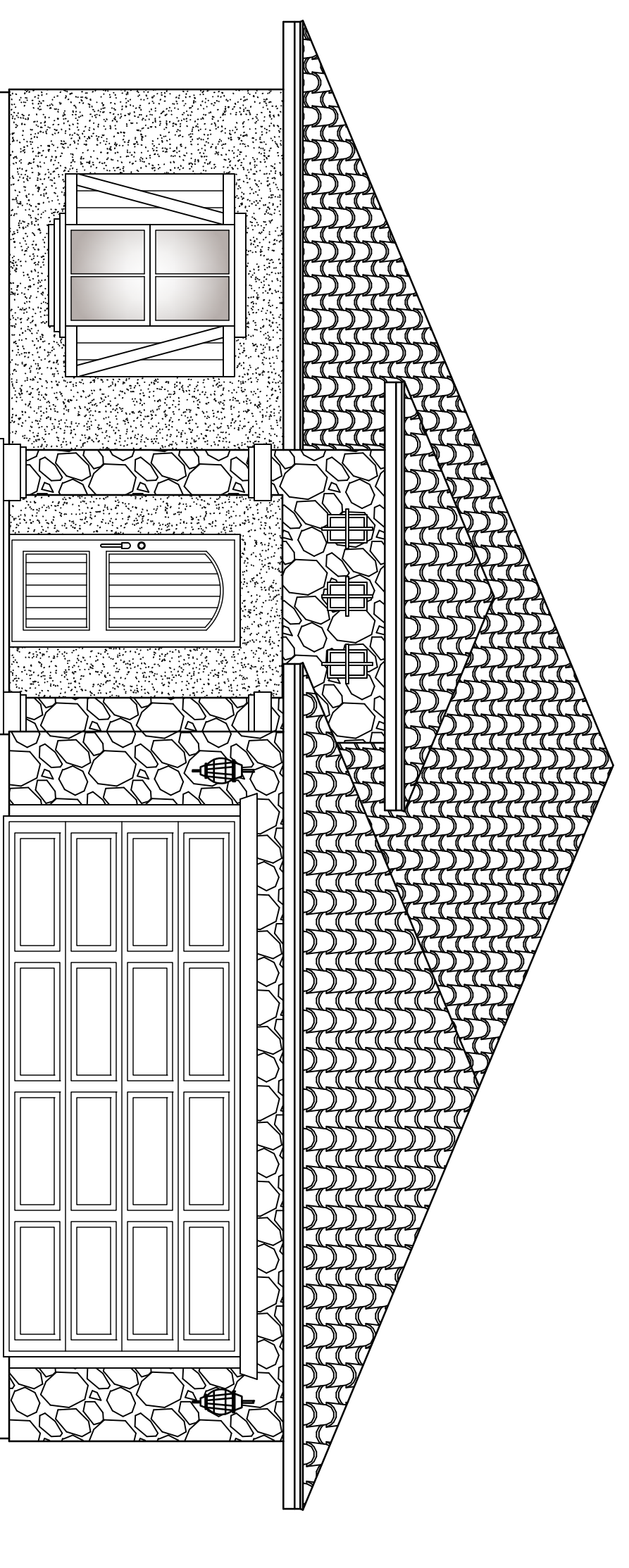
PRECISE PLAN AMENDMENT

Weston 1560 Standard Plan



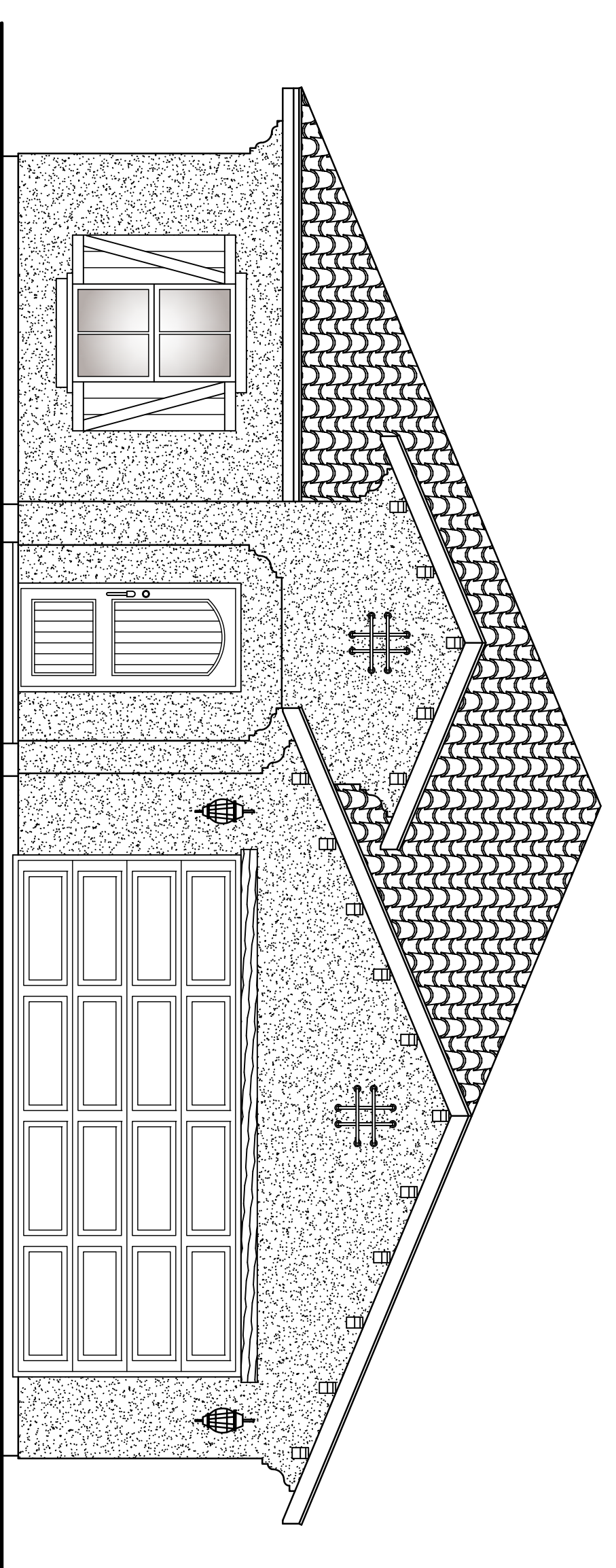
Weston Elevation 'A'

Upgraded Elevation



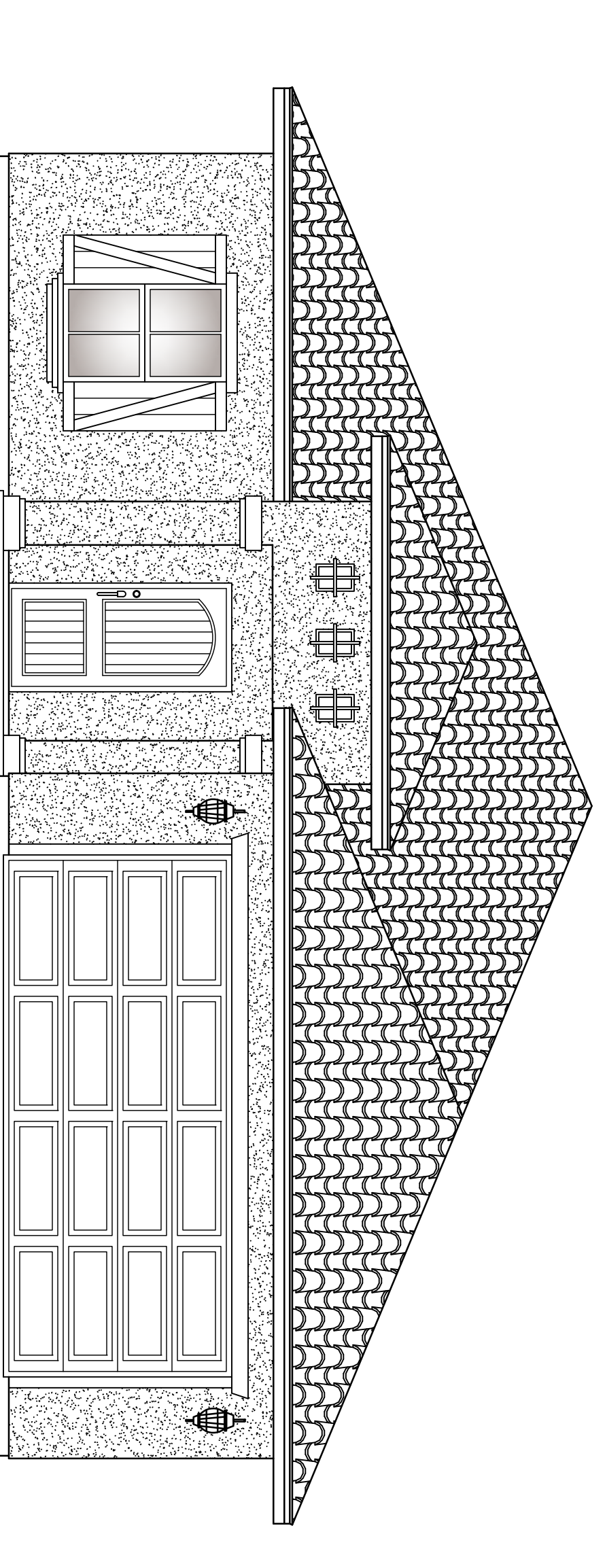
Weston Elevation 'B'

Upgraded Elevation



Weston Elevation 'A'

Standard Elevation



Weston Elevation 'B'

Standard Elevation

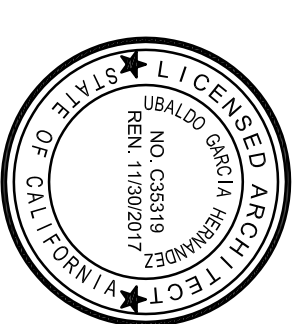
Area:

DATE: 9 / 15 / 2016
 SCALE: 1/4" = 1'-0"
 RESIDENCE: 1550 sq. ft.
 GARAGE: 430 sq. ft.
 PORCH: 62 sq. ft.
 TOTAL: 2114 sq. ft.

Weston 1560 Standard Plan

A1

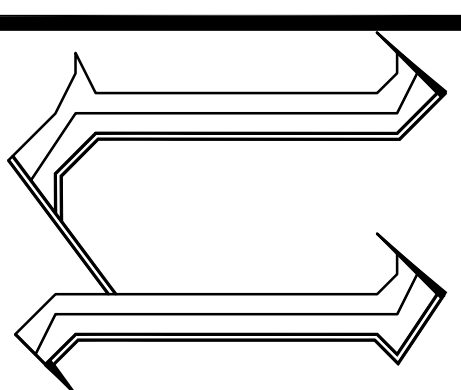
OWNER / BUILDER:
Joseph Crown
 CONSTRUCTION & DEVELOPMENT, INC.
 5320 E. PINE AVENUE
 Fresno, CA 93727
 Phone: (559) 275-5200
 Email: jcrown@crownliving.com



Villa Di Ubaldo
 Architecture, Engineering & Development
 Ubaldo Garcia Hernandez
 Architect Lic. No. C-35319

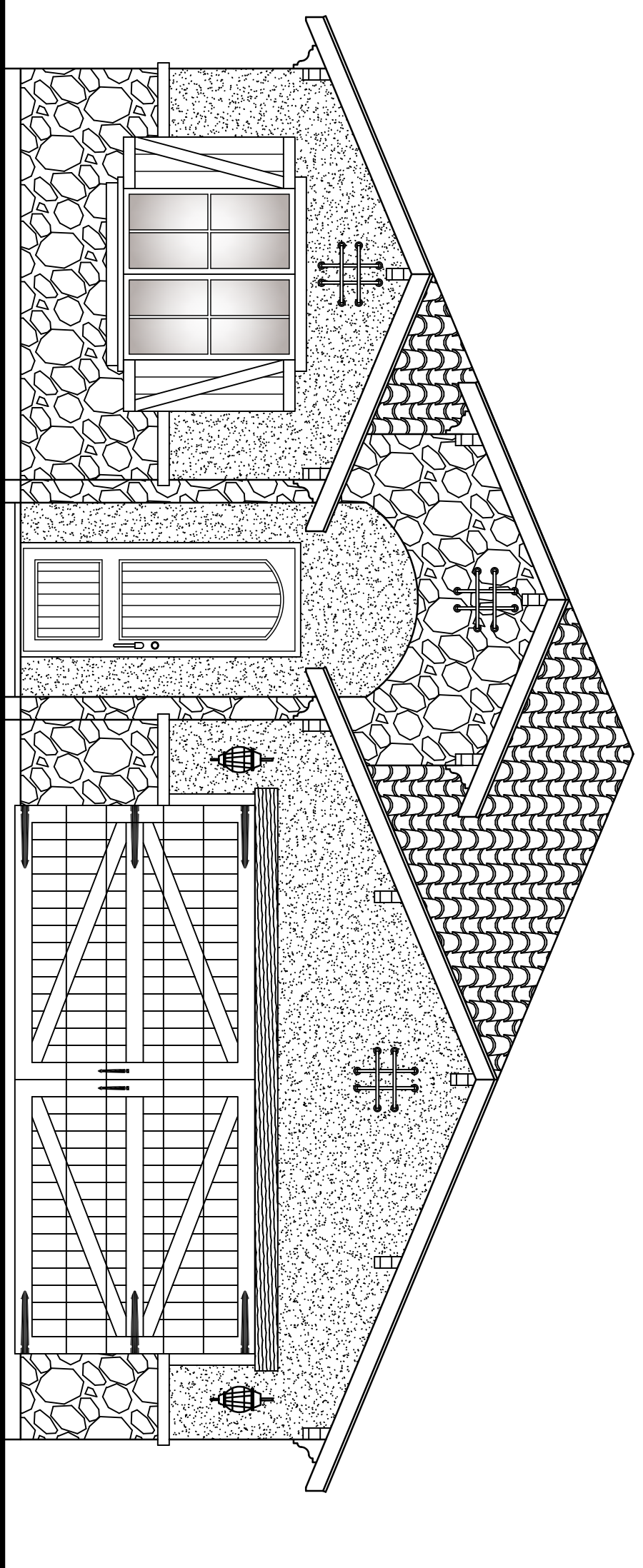
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 Email: villadiubaldo@hotmail.com



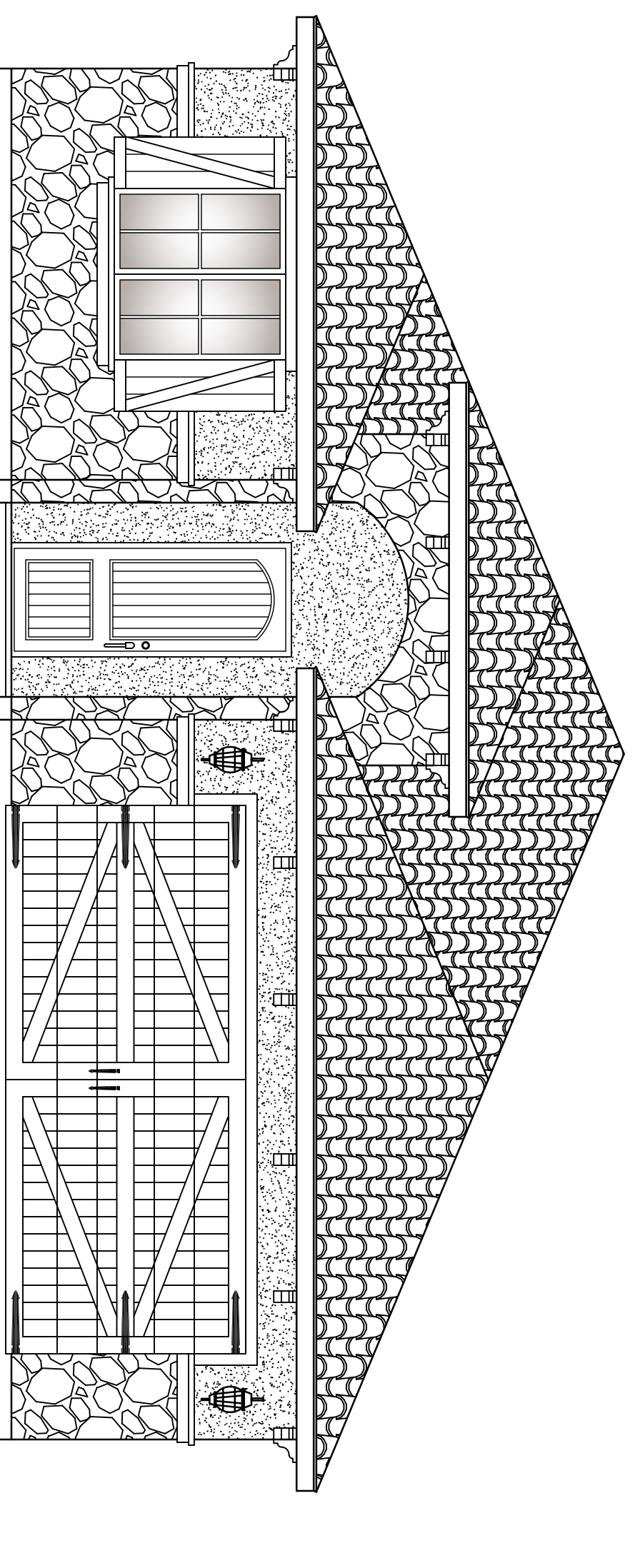
PRECISE PLAN AMENDMENT

Bello 1564 Standard Plan



1564 Bello Elevation 'A'

Upgraded Elevation

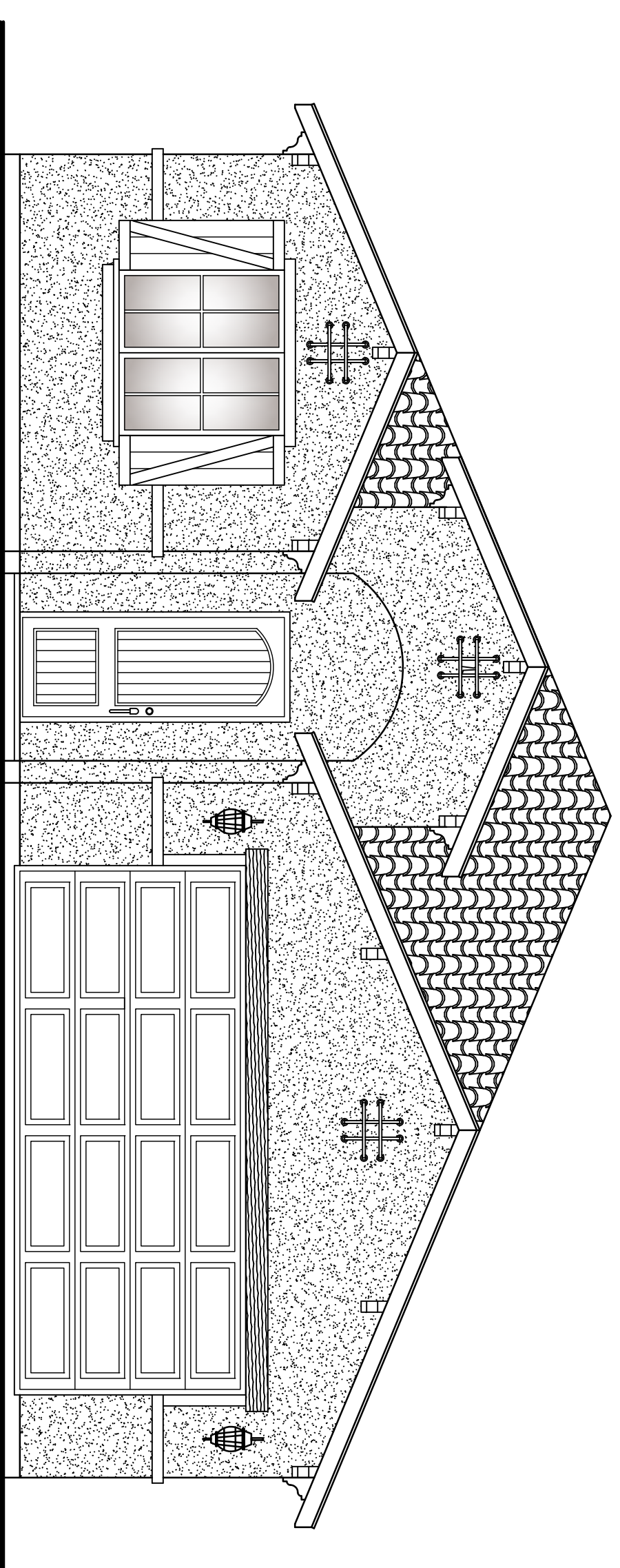


1564 Bello Elevation 'B'

Upgraded Elevation

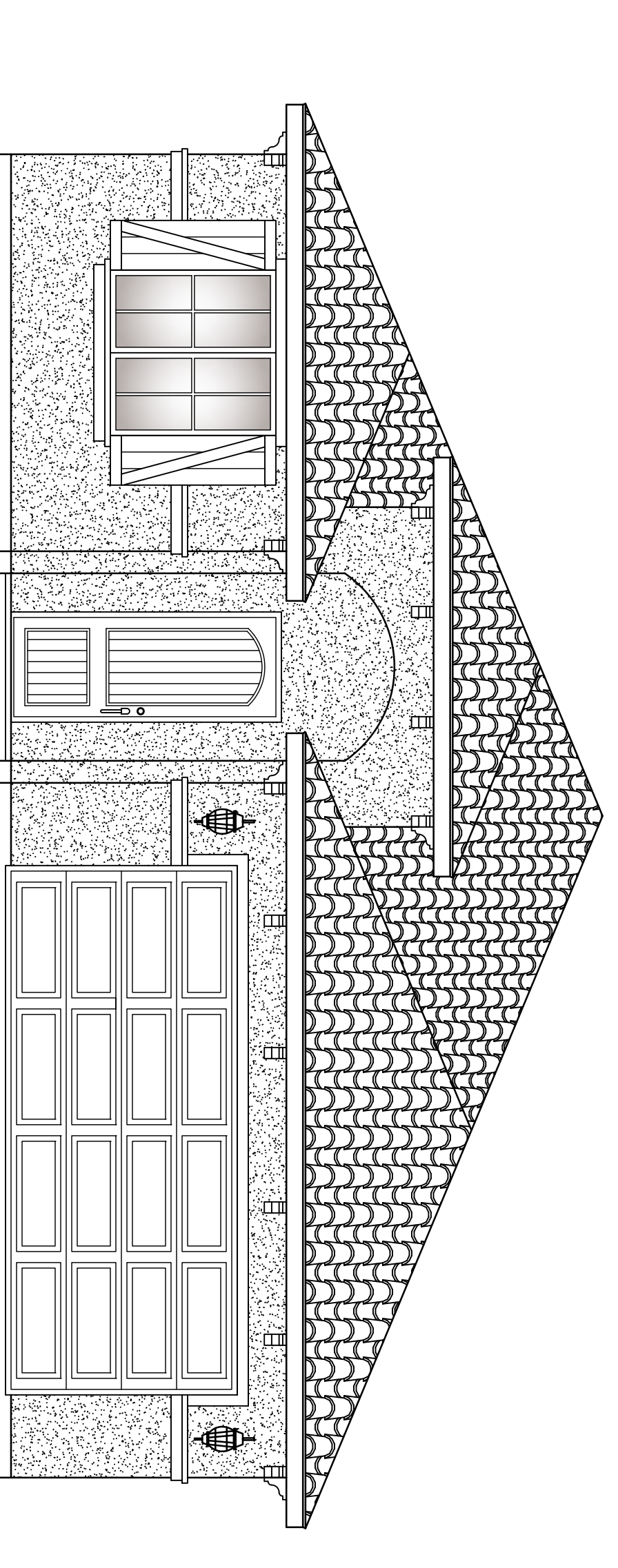


1564 Bello floor plan



1564 Bello Elevation 'A'

Standard Elevation



1564 Bello Elevation 'B'

Standard Elevation

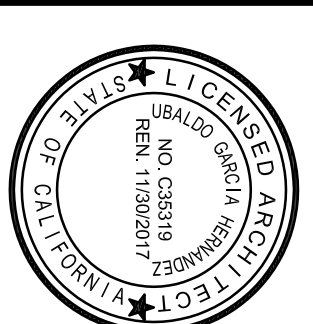
Area:

LIVING SPACE:	1564 sq. ft.
PATIO:	160 sq. ft.
PORCH:	70 sq. ft.
TOTAL LIVING:	1564 sq. ft.
TOTAL:	2201 sq. ft.

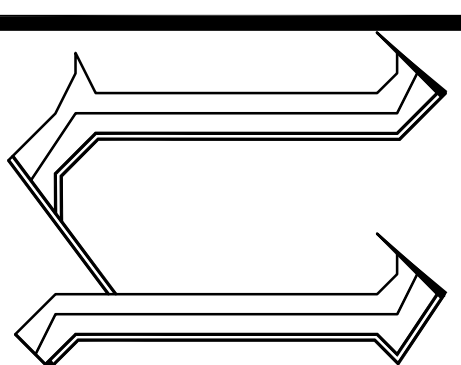
Bello 1564 Standard Plan

A1

OWNER / BUILDER:
Joseph Crown
 CONSTRUCTION & DEVELOPMENT, INC.
 5320 E. PINE AVENUE
 Fresno, CA 93727
 Phone: (559) 275-5200
 Email: jcrown@crownliving.com

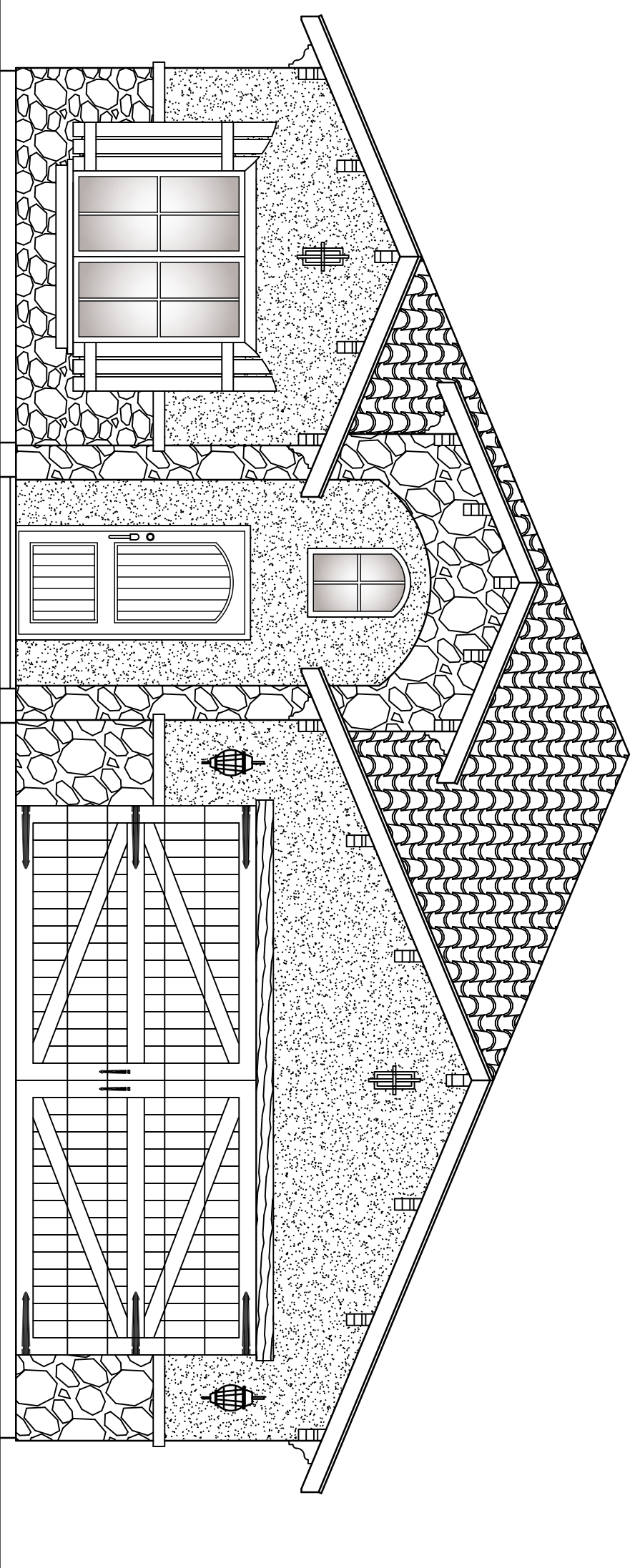


Villa Di Ubaldo
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 Ubaldo Garcia Hernandez
 Architect Lic. No. C-35319
 PO BOX 925
 MADERA, CA 93639
 Tel. (559) 871-5534
 Email: villadiubaldo@hotmail.com

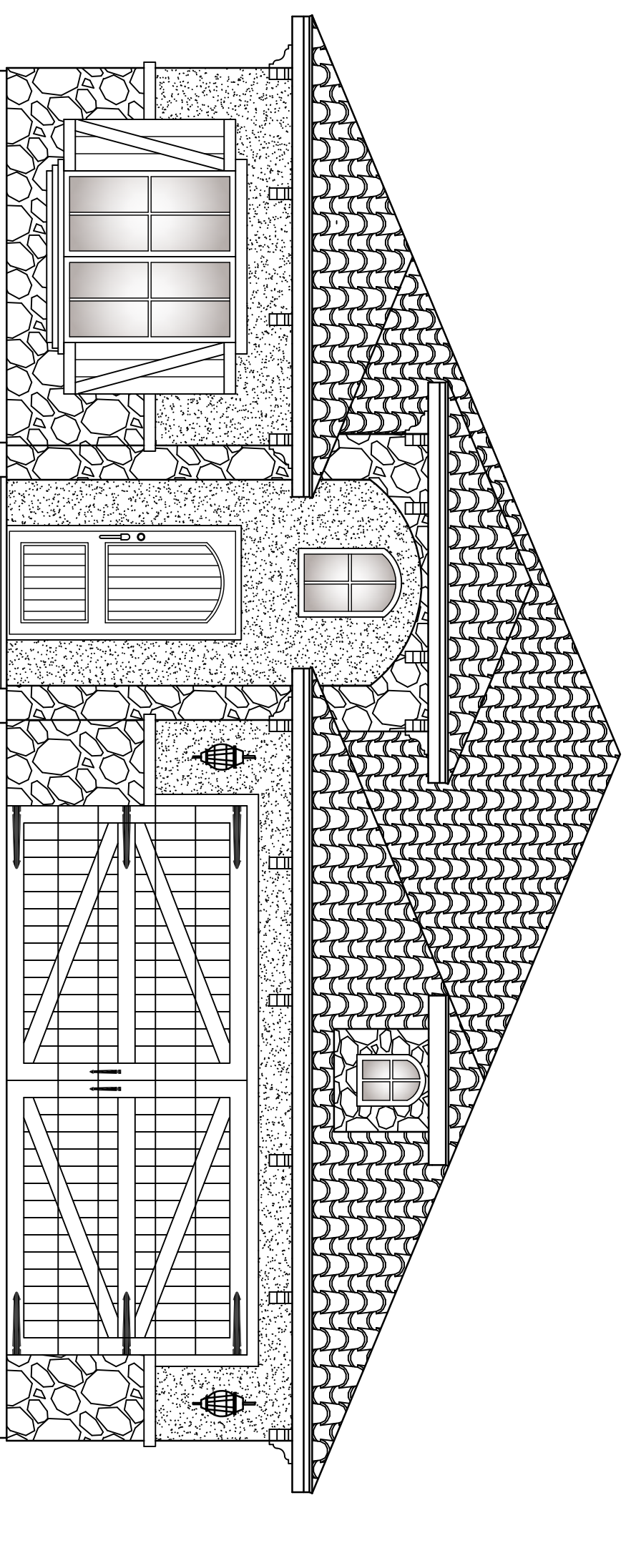


PRECISE PLAN AMENDMENT

Laurel 1700 Standard Plan



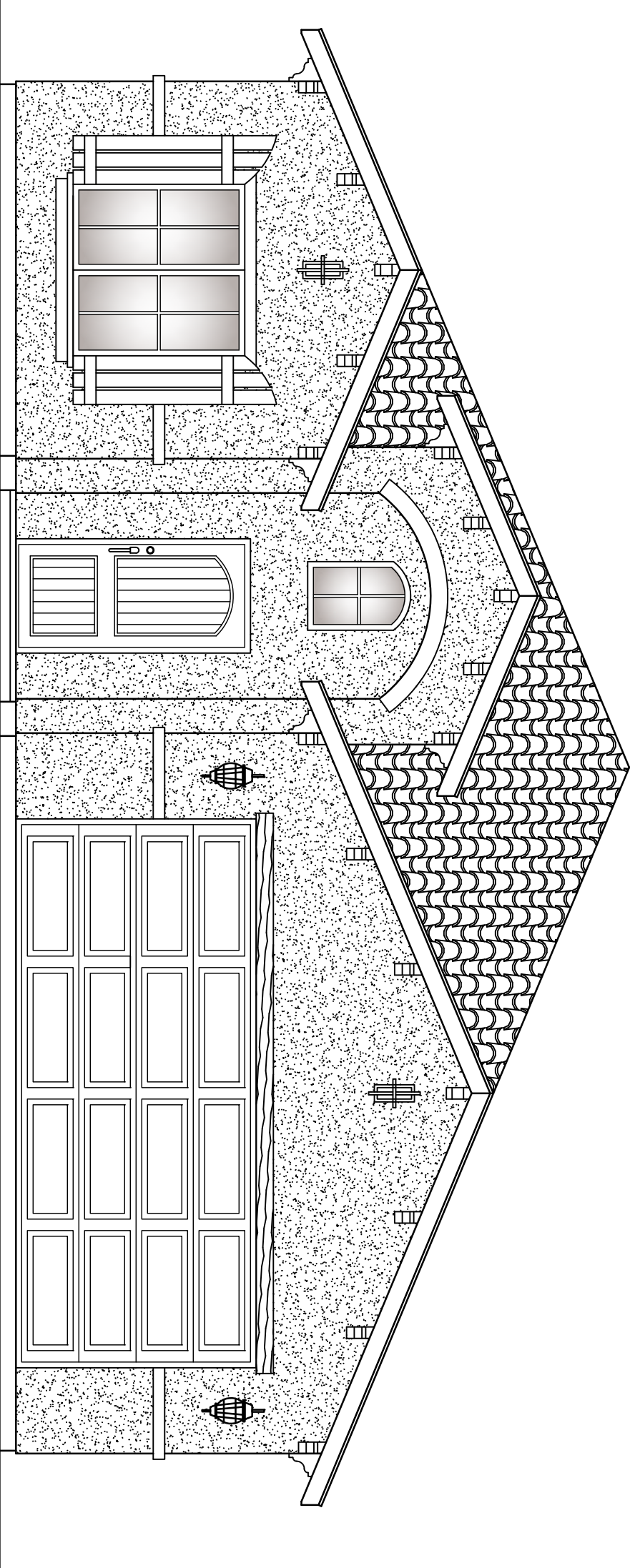
Laurel Elevation 'A'
Upgraded Elevation



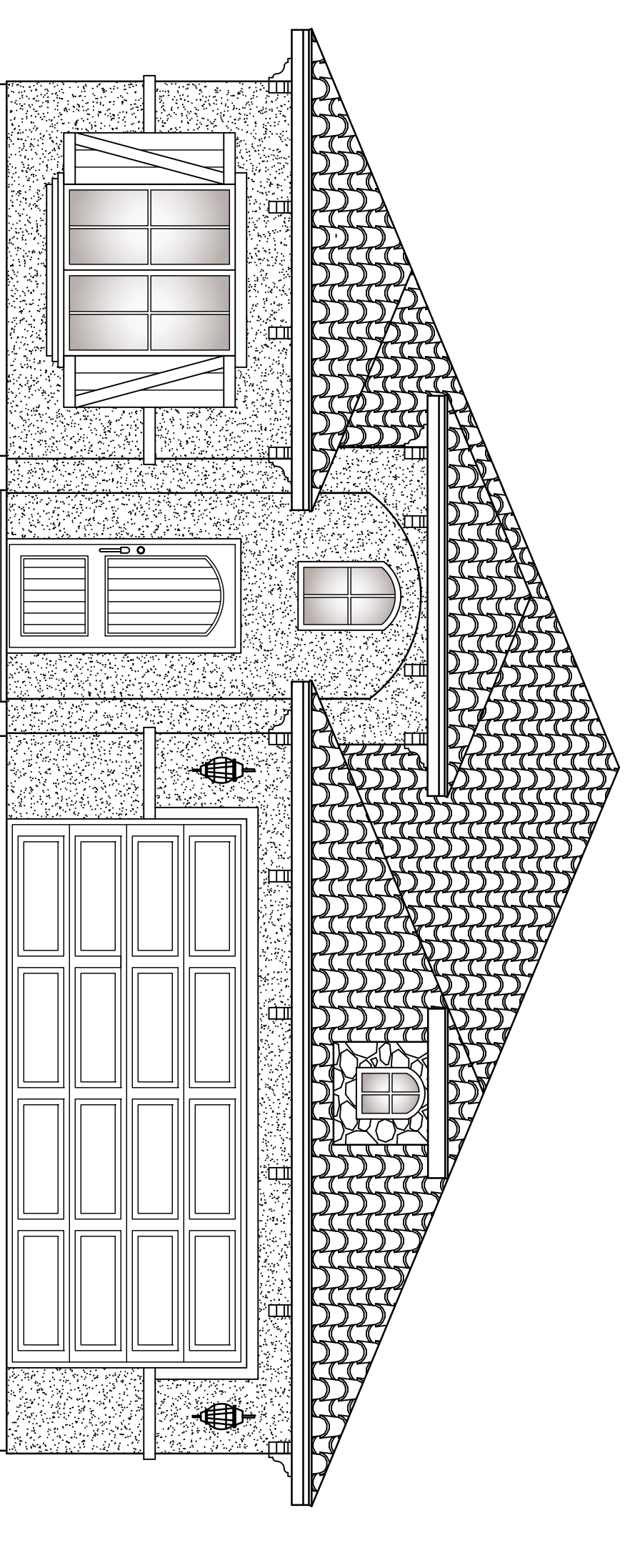
Laurel Elevation 'B'
Upgraded Elevation



1700 Laurel Floor Plan



Laurel Elevation 'A'
Standard Elevation



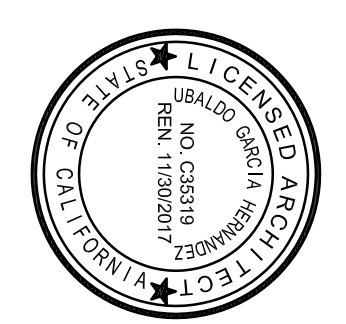
Laurel Elevation 'B'
Standard Elevation

Laurel 1700 Standard Plan

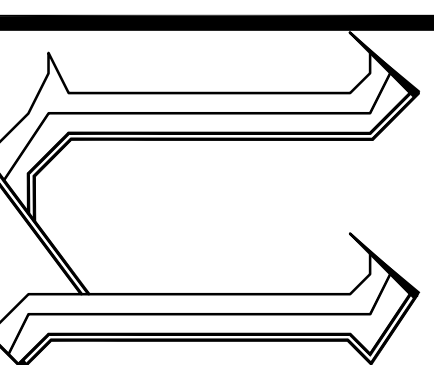
Area:

RESIDENCE:	1,022 sq. ft.
PATIO:	121 sq. ft.
PORCH:	49 sq. ft.
TOTAL:	2,307 sq. ft.

OWNER / BUILDER:
Joseph Crown
 CONSTRUCTION & DEVELOPMENT, INC.
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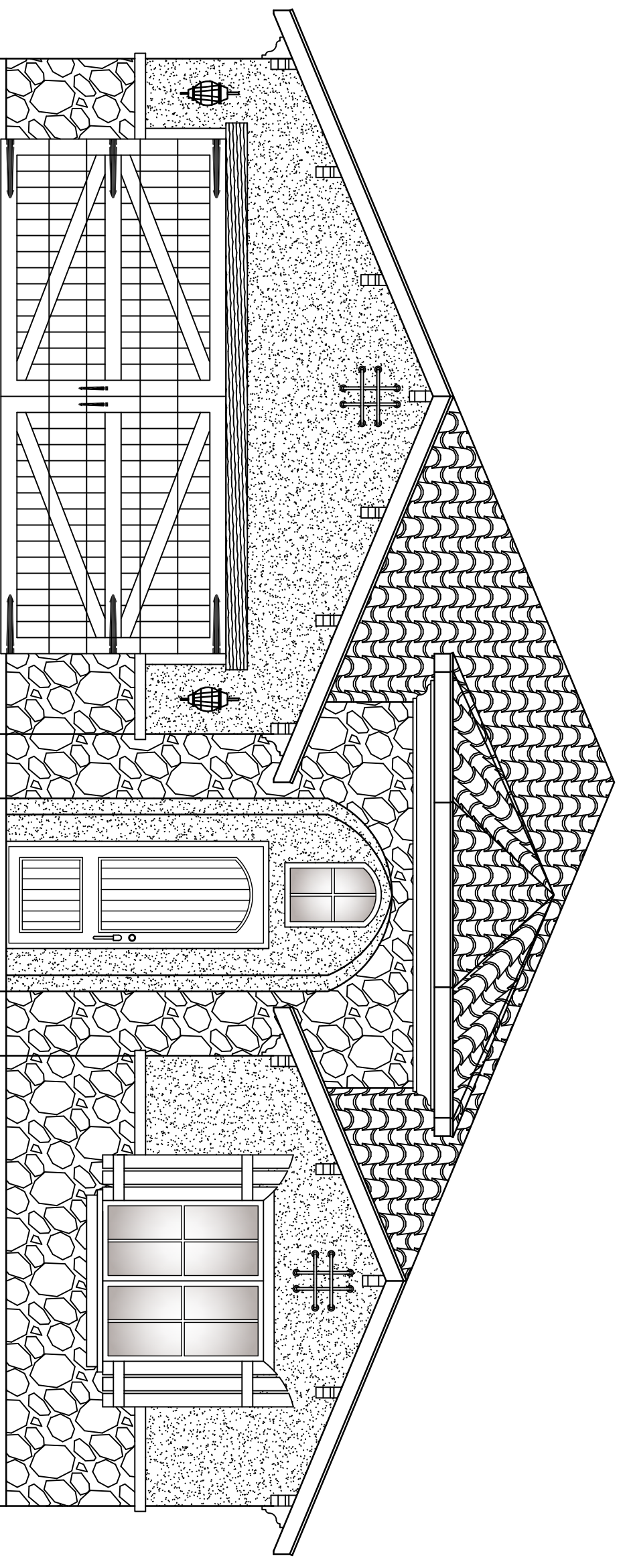


A1

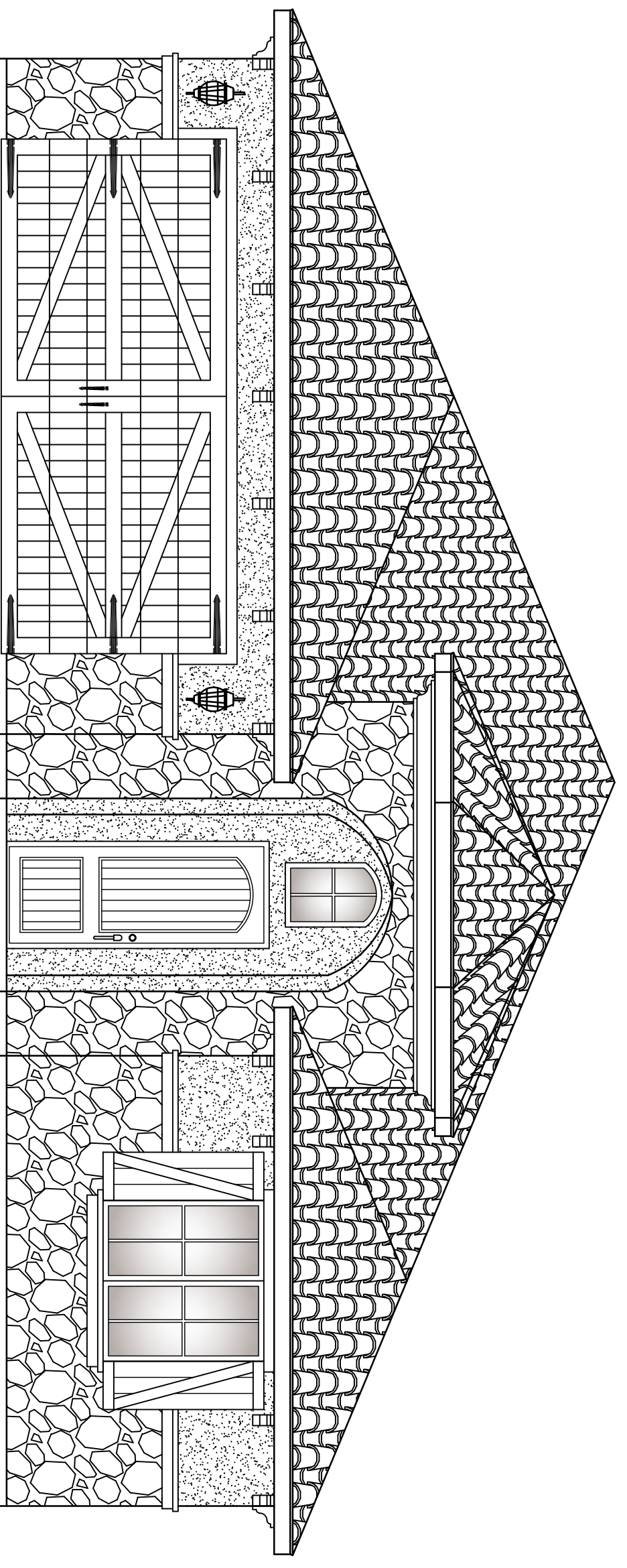
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 SCALE: 1/4" = 1'-0"
 SHEET: 1700 PLAN

PRECISE PLAN AMENDMENT

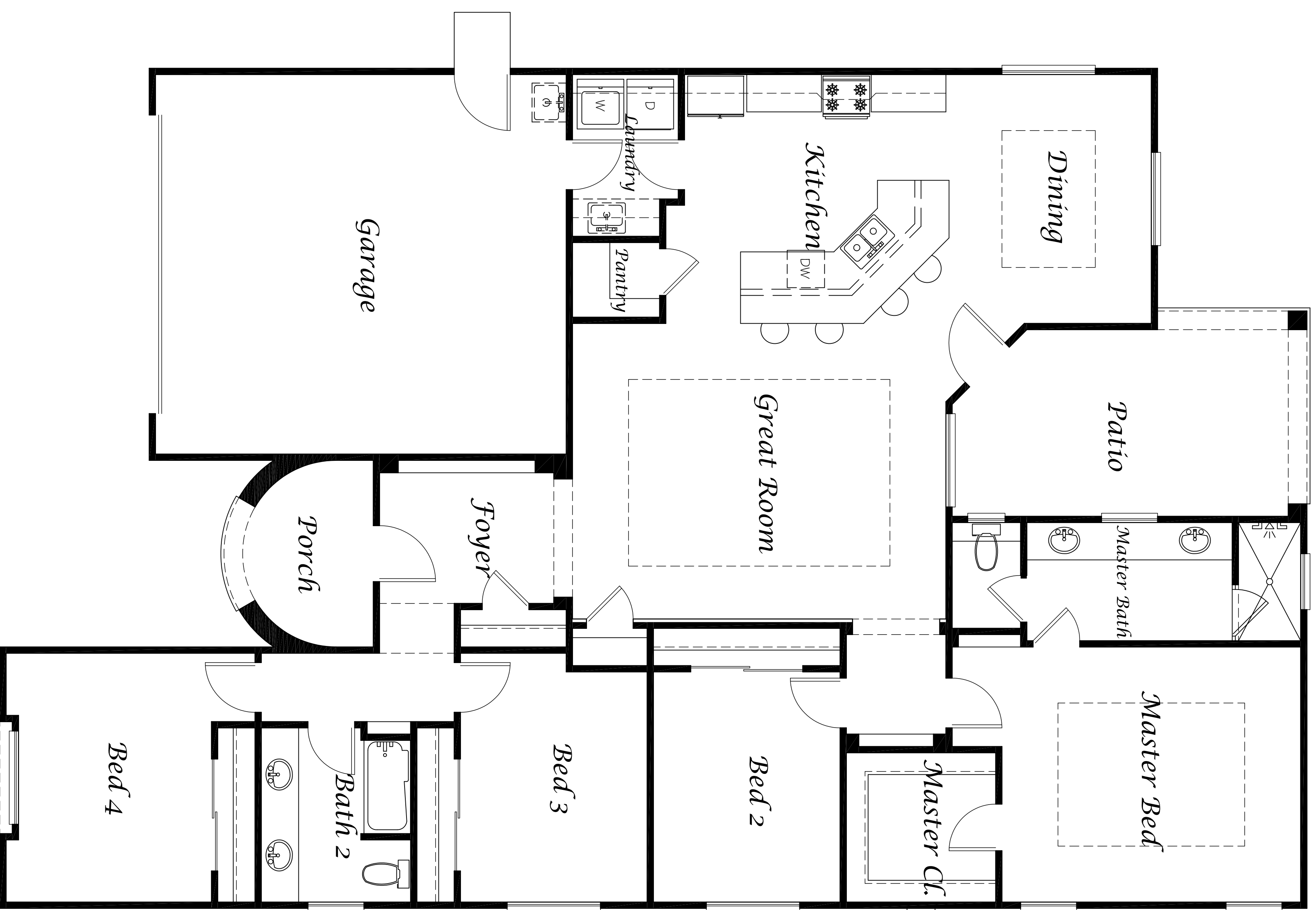
Antonella 2023 Standard Plan



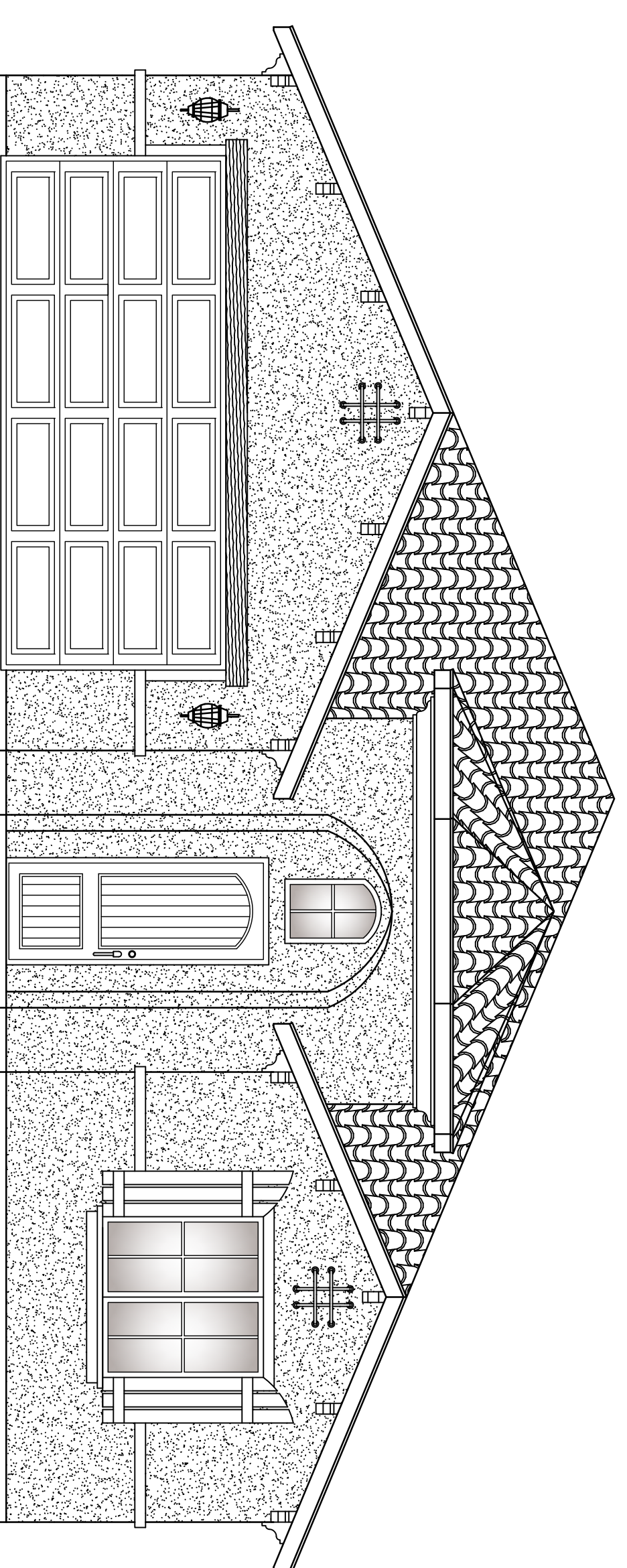
Antonella Elevation 'A'
Upgraded Elevation



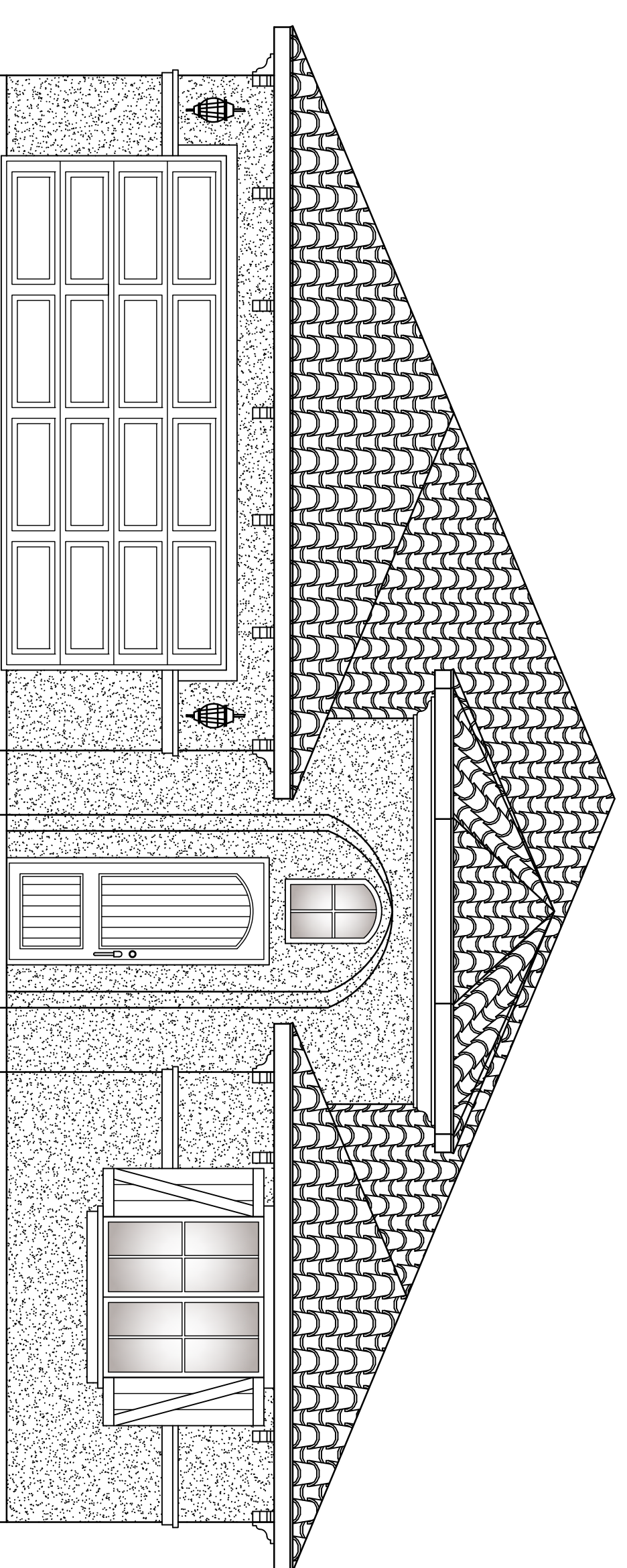
Antonella Elevation 'B'
Upgraded Elevation



Antonella 2023 Floor Plan



Antonella Elevation 'A'
Standard Elevation

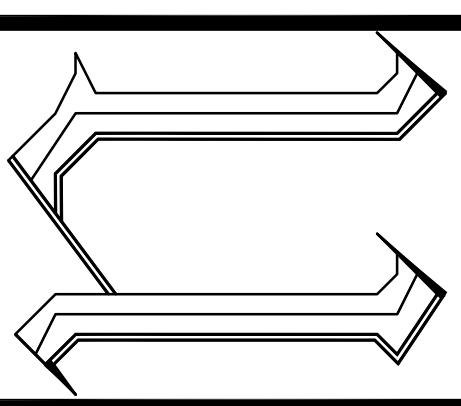


Antonella Elevation 'B'
Standard Elevation

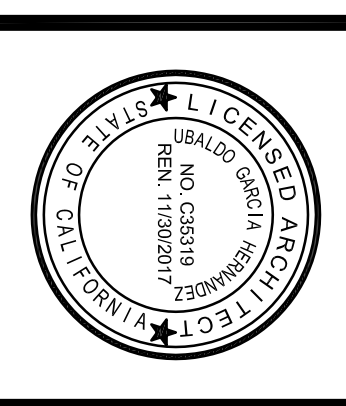
Area:

LIVING SPACE: 2023 sq. ft.
GARAGE: 466 sq. ft.
PATIO: 190 sq. ft.
PORCH: 72 sq. ft.
TOTAL AREA: 2751 sq. ft.

Antonella 2023 Standard Plan



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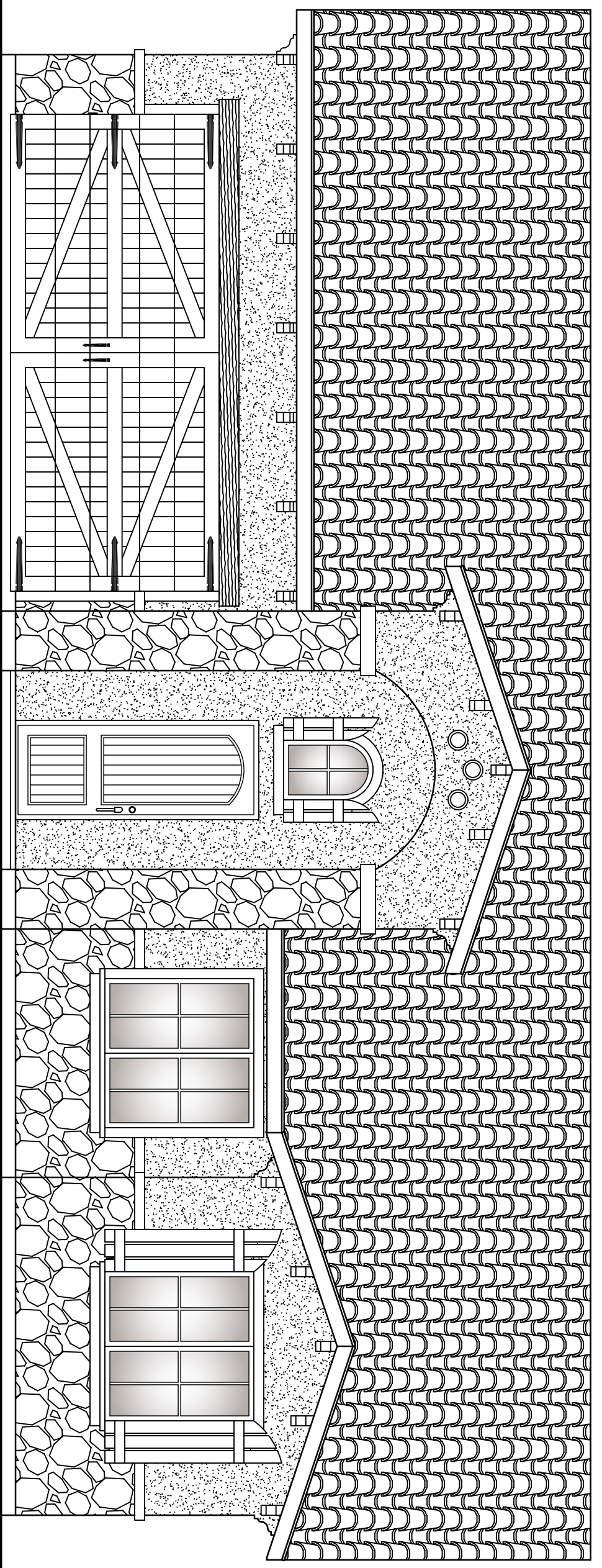


OWNER / BUILDER:
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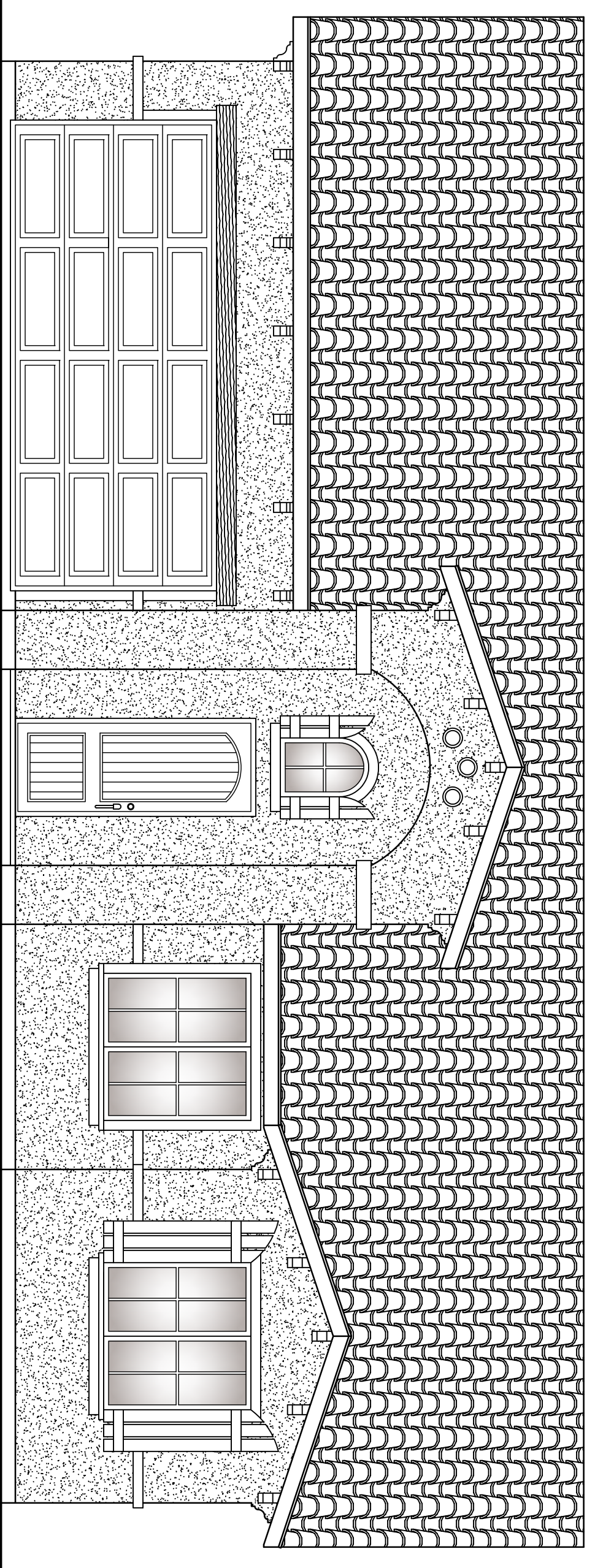
DATE: 9/15/2016
SCALE: 1/4" = 1'-0"
JOB NO: 20231
SHEET: A1

PRECISE PLAN AMENDMENT

Camilla 2188 Standard Plan



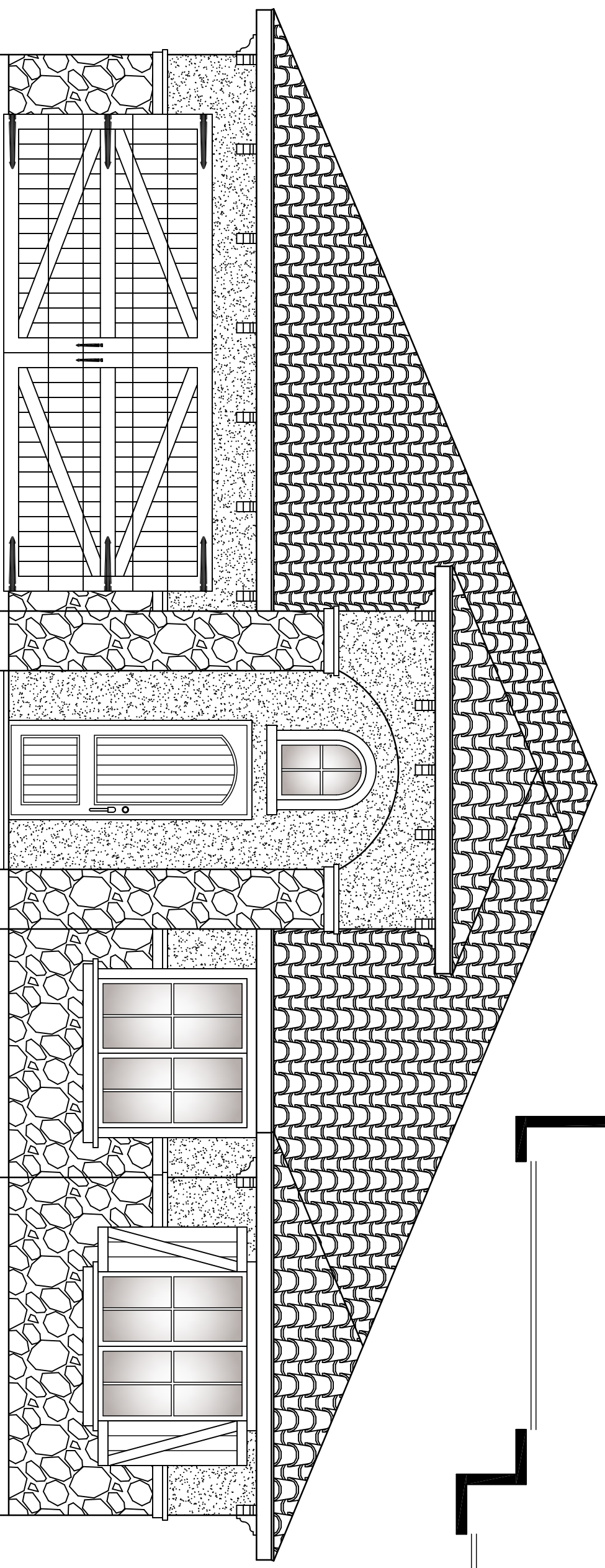
Camilla Elevation 'A'
Upgraded Elevation



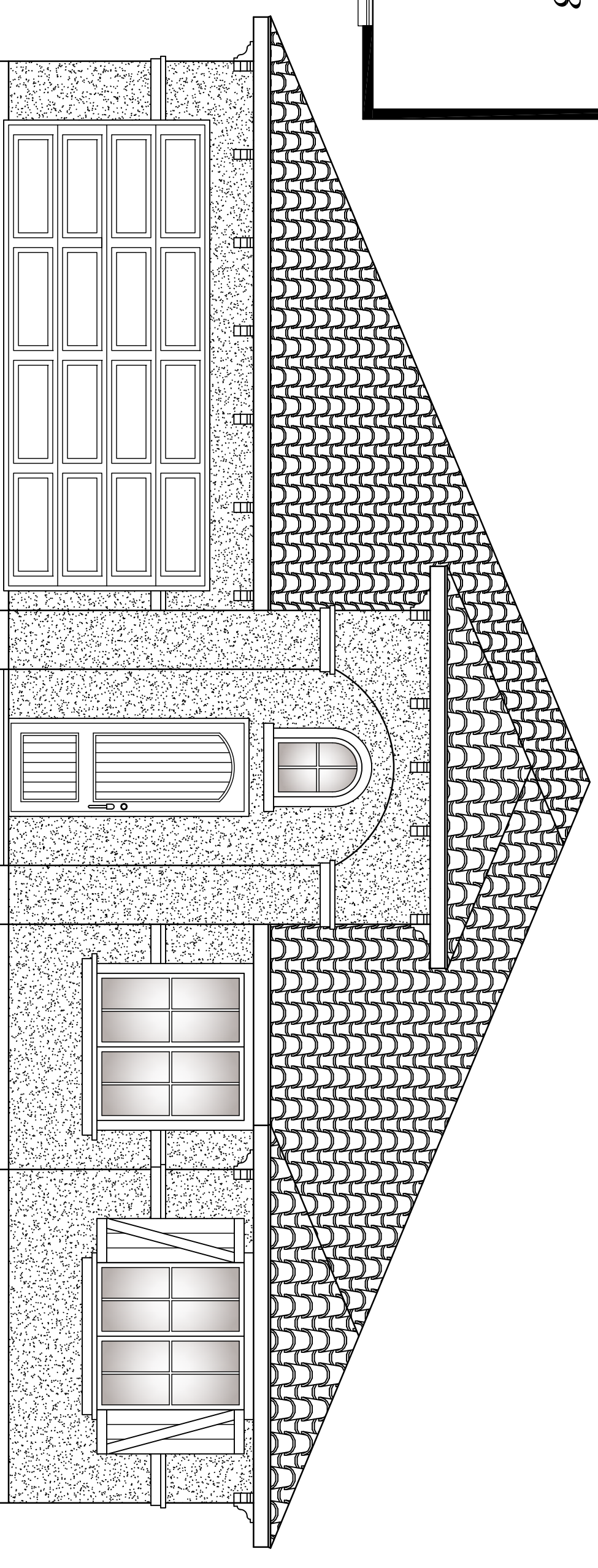
Camilla Elevation 'A'
Standard Elevation



Camilla 2188 Floor Plan



Camilla Elevation 'B'
Upgraded Elevation



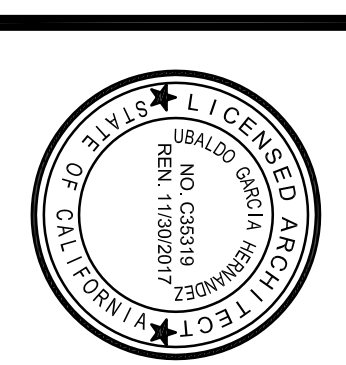
Camilla Elevation 'B'
Standard Elevation

Area:

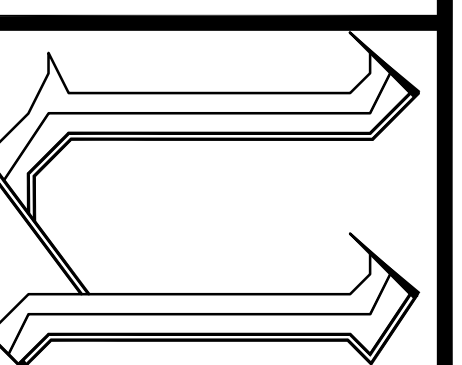
LIVING SPACE:	2,188 sq. ft.
GARAGE:	454 sq. ft.
3RD CAR GARAGE:	264 sq. ft.
PATIO:	193 sq. ft.
TOTAL LIVING:	3,124 sq. ft.

DATE: 1/15/2016
SCALE: 1/4" = 1'-0"
SHEET: 2188 FLOOR PLAN
A1

OWNER / BUILDER:
Joseph Crown
CONSTRUCTION & DEVELOPMENT, INC.
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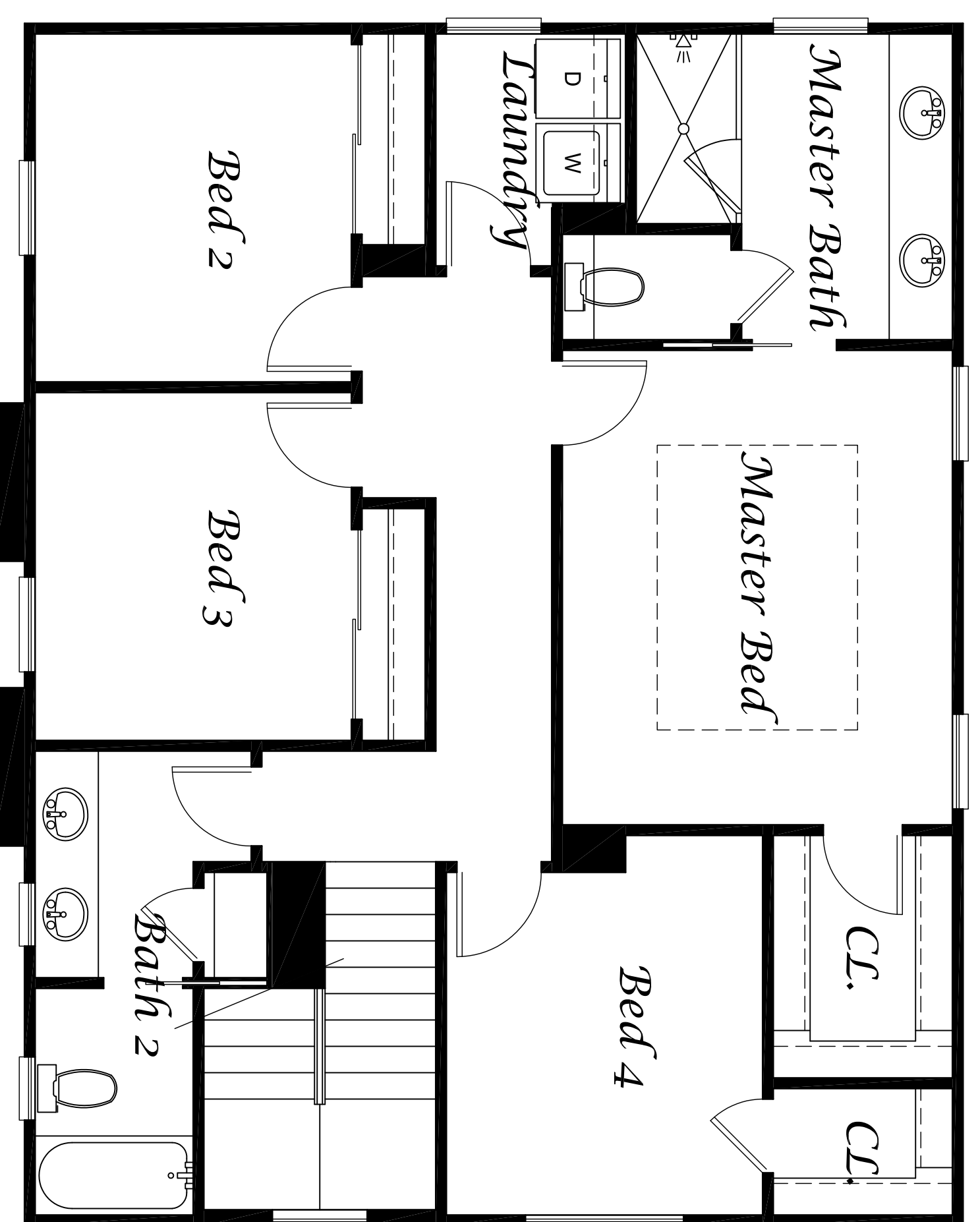


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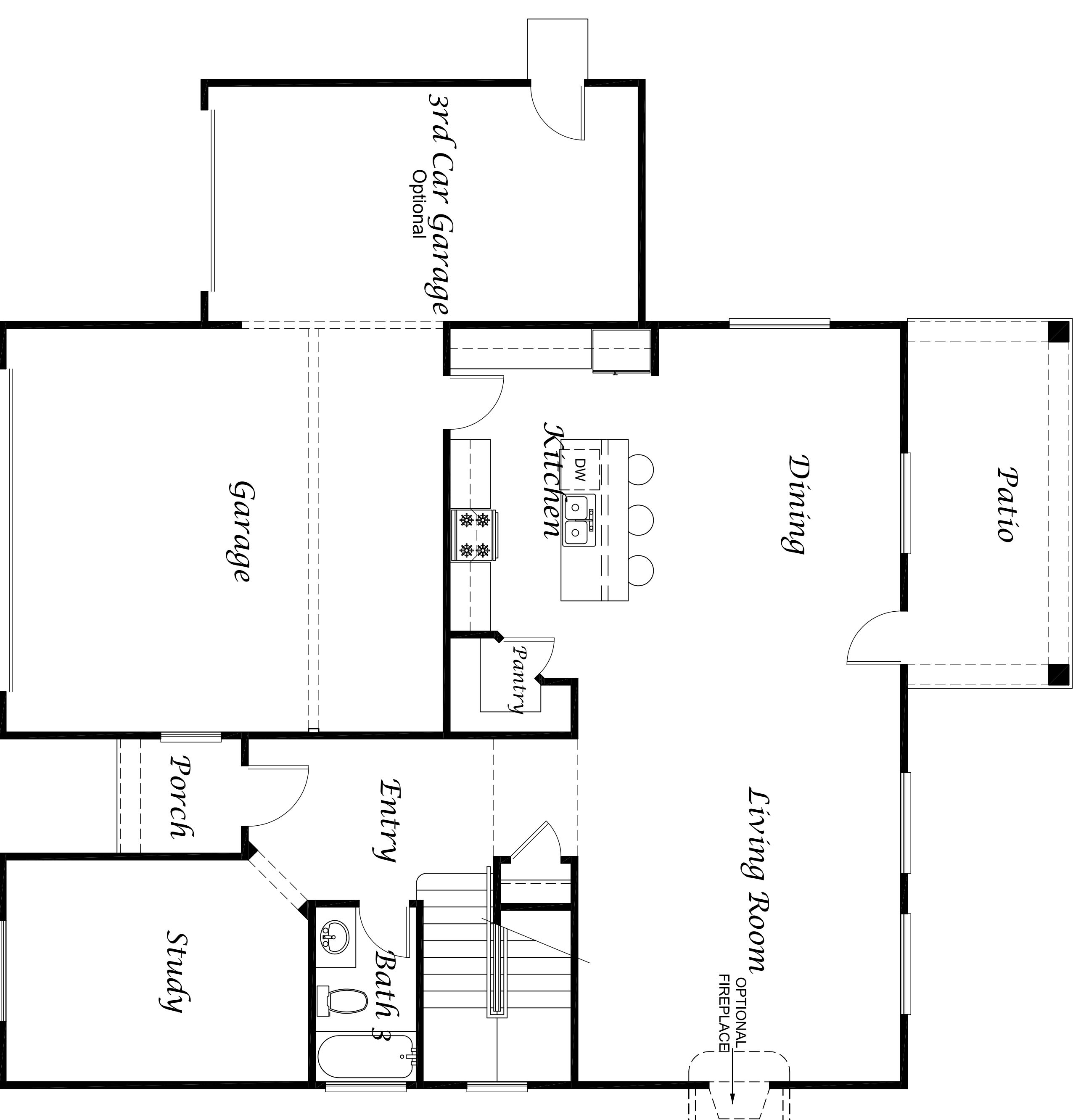


PRECISE PLAN AMENDMENT

Amelia 2318 Standard Plan



2318 Amelia 2nd floor Plan



2318 Amelia 1st floor Plan

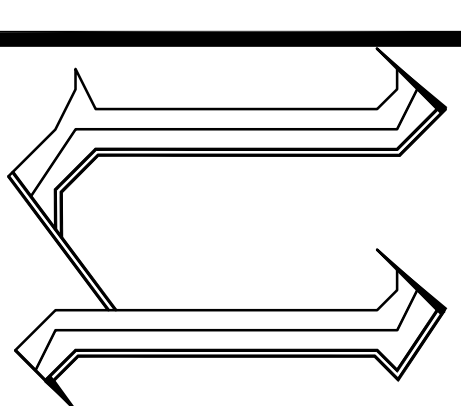
Area:

1st FLOOR:	1191 sq. ft.
2nd FLOOR:	1121 sq. ft.
GARAGE:	451 sq. ft.
PATIO:	144 sq. ft.
3RD CAR GARAGE:	415 sq. ft.
POORCH:	45 sq. ft.
TOTAL:	2367 sq. ft.

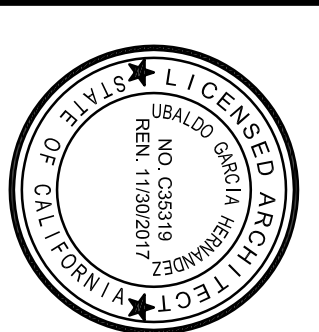
Area:

3RD CAR GARAGE OPTION:	1191 sq. ft.
1st FLOOR:	1121 sq. ft.
2nd FLOOR:	1121 sq. ft.
GARAGE:	451 sq. ft.
PATIO:	144 sq. ft.
3RD CAR GARAGE:	415 sq. ft.
POORCH:	45 sq. ft.
TOTAL:	3222 sq. ft.

Amelia 2318 Standard Plan 1st & 2nd floor Plan



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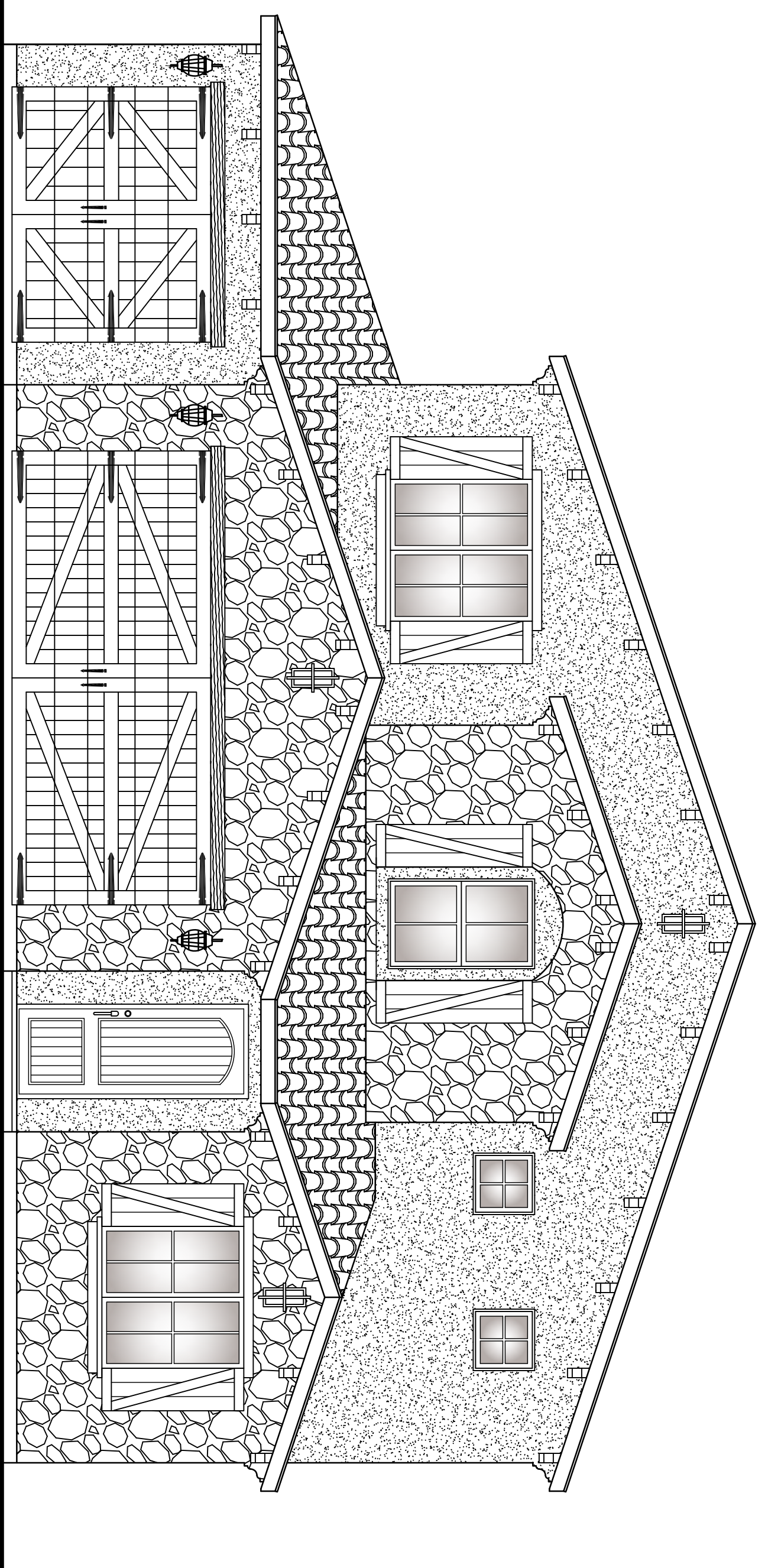
OWNER / BUILDER:
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 CONSTRUCTION & DEVELOPMENT, INC.
 5320 E. PINE AVENUE
 Fresno, CA 93727
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A1

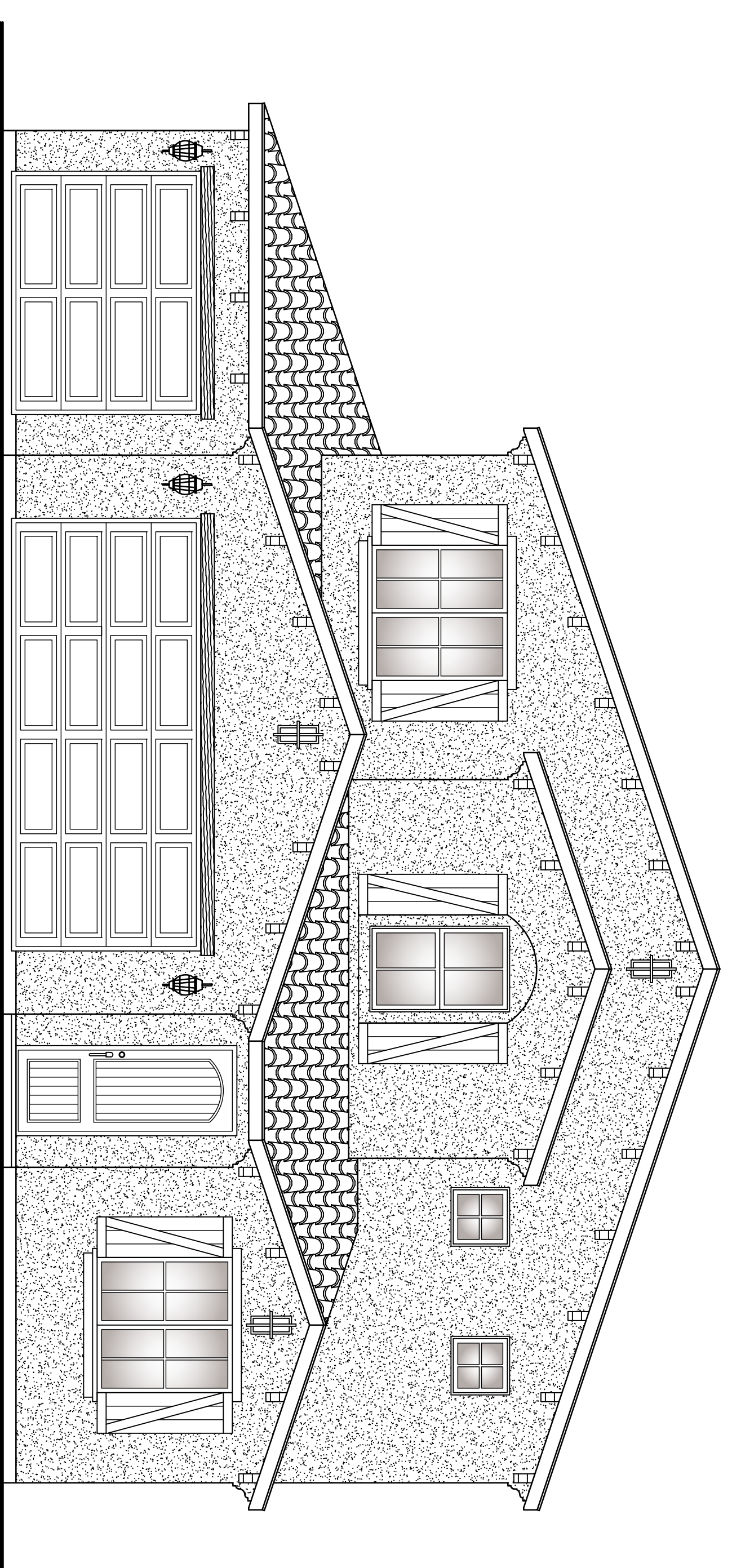
DATE: 9/15/2016
 SCALE: 1/4" = 1'-0"
 3RD FLOOR PLAN
 SHEET

PRECISE PLAN AMENDMENT

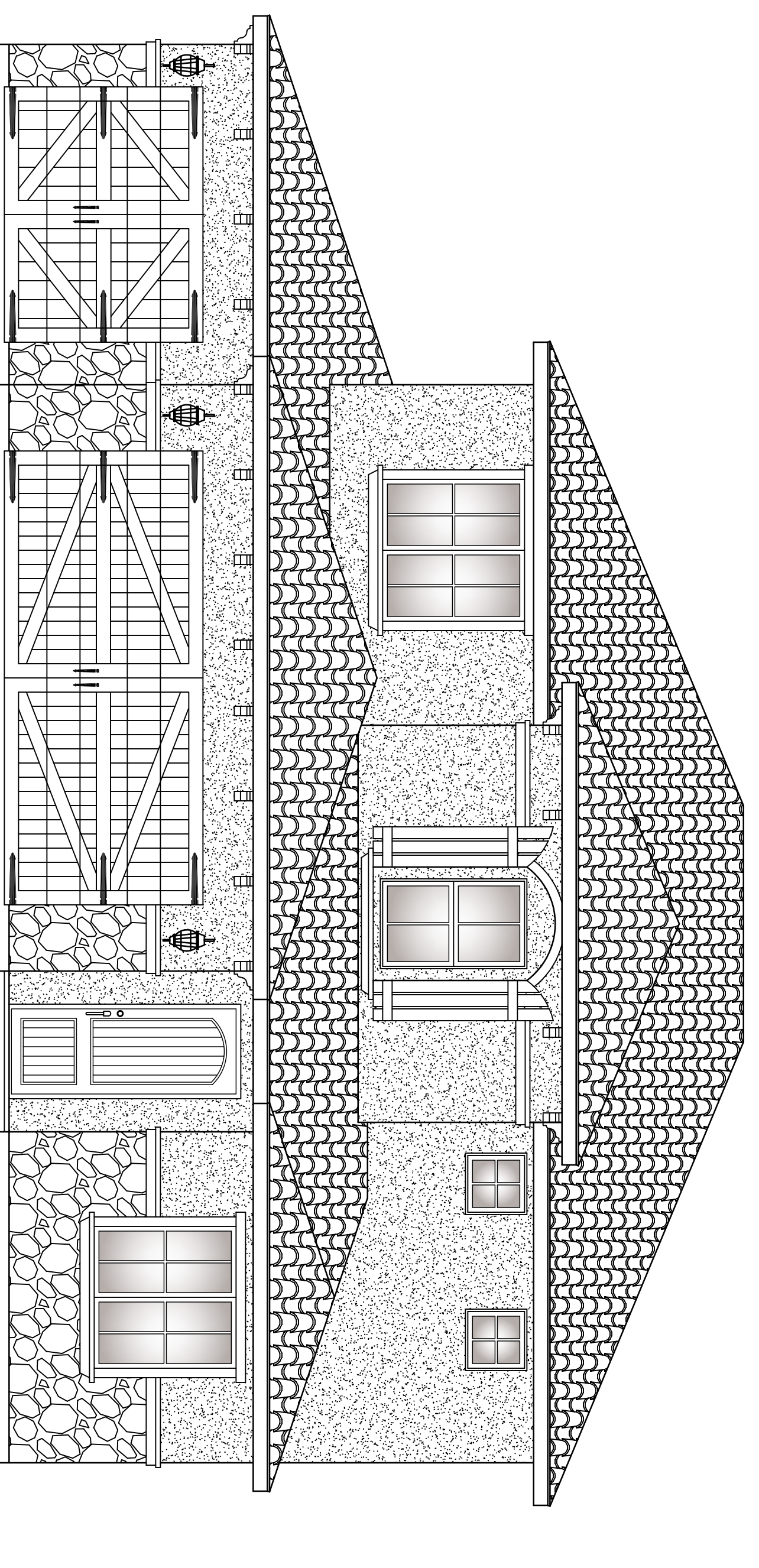
Amelia 2318 Standard Plan



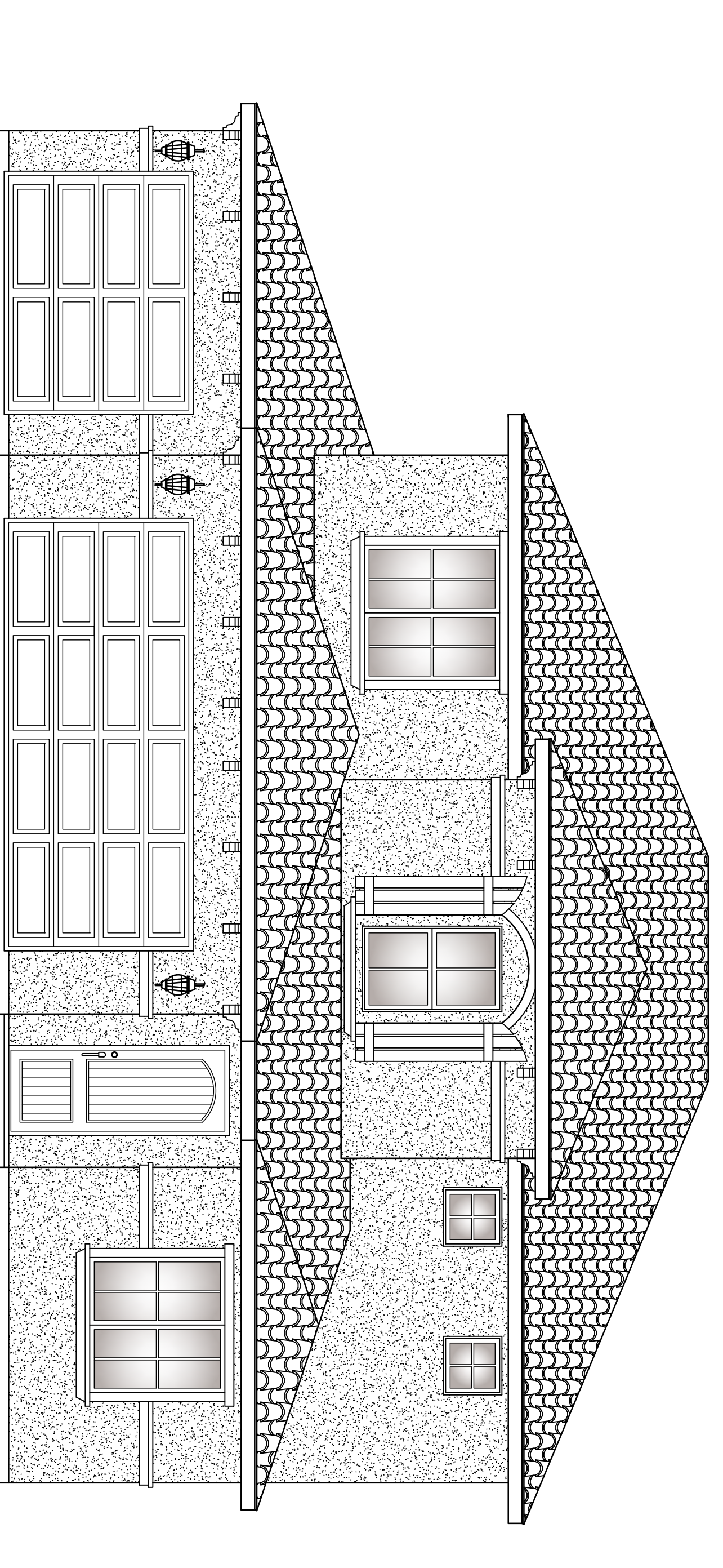
Amelia Elevation 'A'
Upgraded Elevation



Amelia Elevation 'A'
Standard Elevation



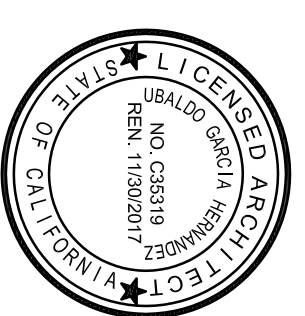
Amelia Elevation 'B'
Upgraded Elevation



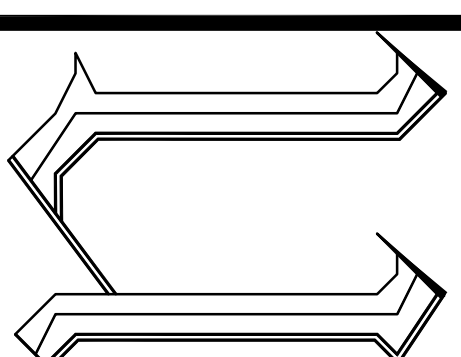
Amelia Elevation 'B'
Standard Elevation

Amelia 2318 Standard Plan Elevations

OWNER / BUILDER:
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DATE: 9 / 15 / 2016
 SCALE: 1/4" = 1'-0"
 308 P.D. PLAN
 2318 PLAN
 SHEET

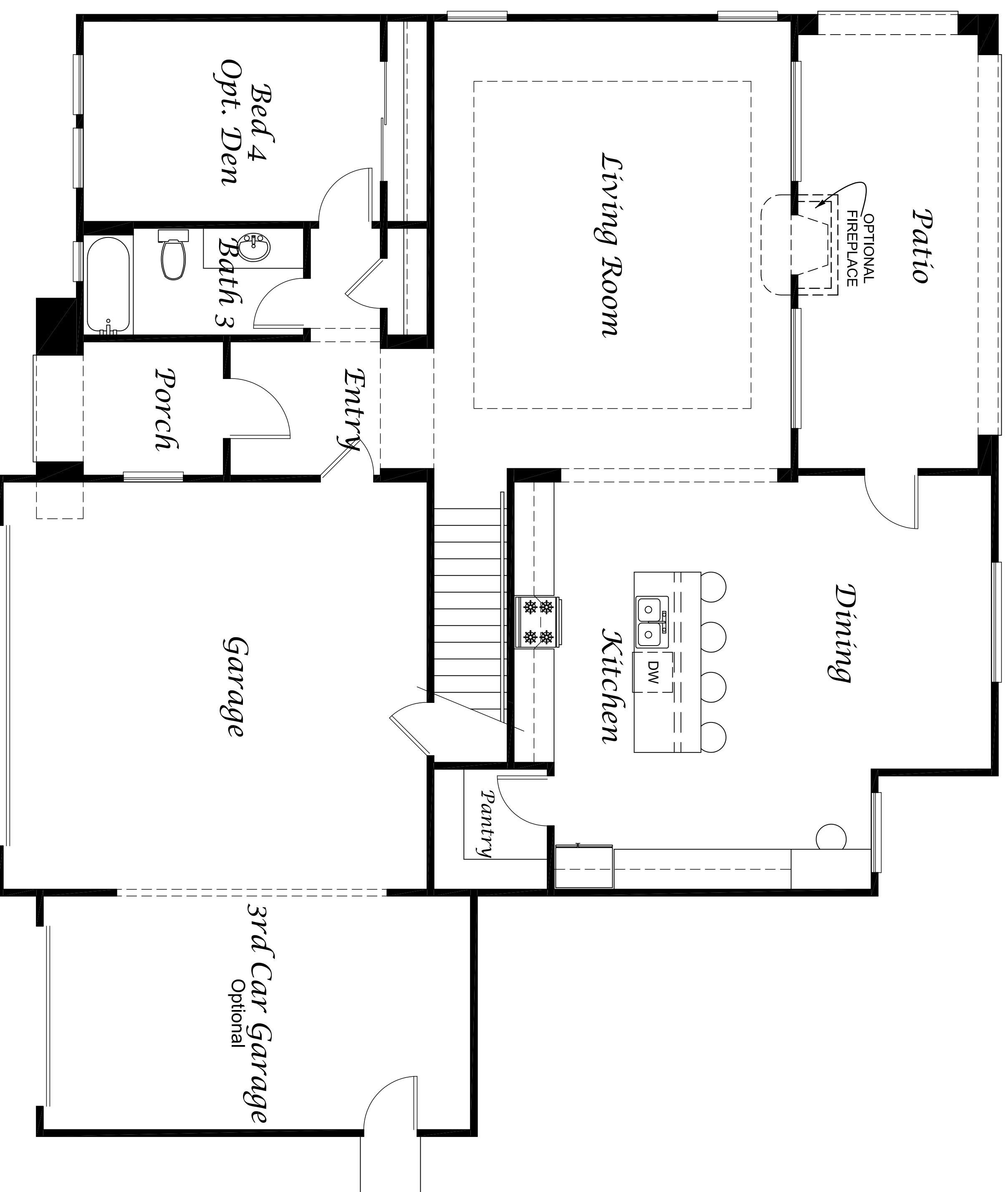
A2

PRECISE PLAN AMENDMENT

Milania 2513 Standard Plan



2513 Milania 2nd Floor Plan



2513 Milania 1st Floor Plan

Area:

1st FLOOR:	1348 sq. ft.
2nd FLOOR:	1163 sq. ft.
PATIO:	227 sq. ft.
PORCH:	66 sq. ft.
TOTAL LIVING:	2513 sq. ft.
TOTAL:	3250 sq. ft.

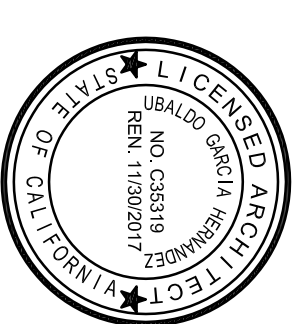
Area:

3rd Car Garage Option:	1348 sq. ft.
1st FLOOR:	1348 sq. ft.
2nd FLOOR:	1163 sq. ft.
SRD CAR GARAGE:	264 sq. ft.
PATIO:	227 sq. ft.
PORCH:	66 sq. ft.
TOTAL LIVING:	2513 sq. ft.
TOTAL:	3520 sq. ft.

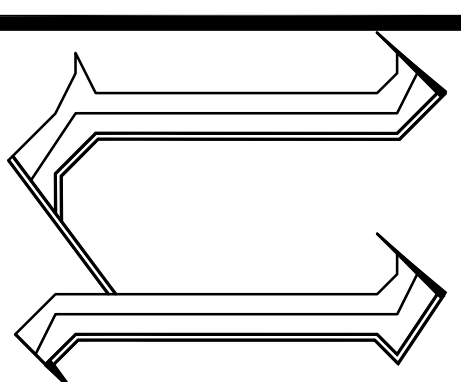
Milania 2513 Standard Plan Elevations

OWNER / BUILDER:

JosephCrown
CONSTRUCTION & DEVELOPMENT, INC.
5320 E. PINE AVENUE
Fresno, CA 93727
Phone: (559) 275-5200
Email: jcrown@crownliving.com



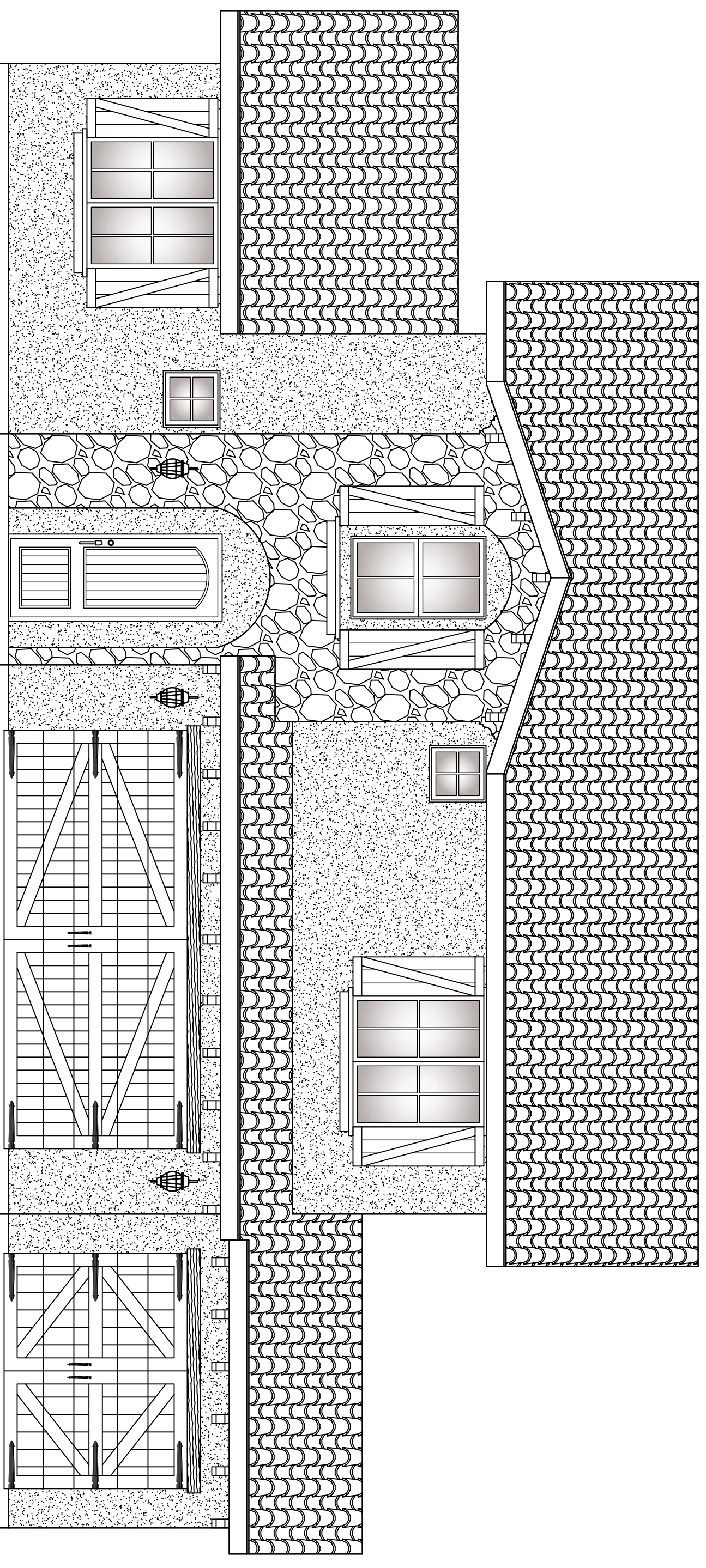
Villa Di Ubaldo
Architecture, Engineering & Development
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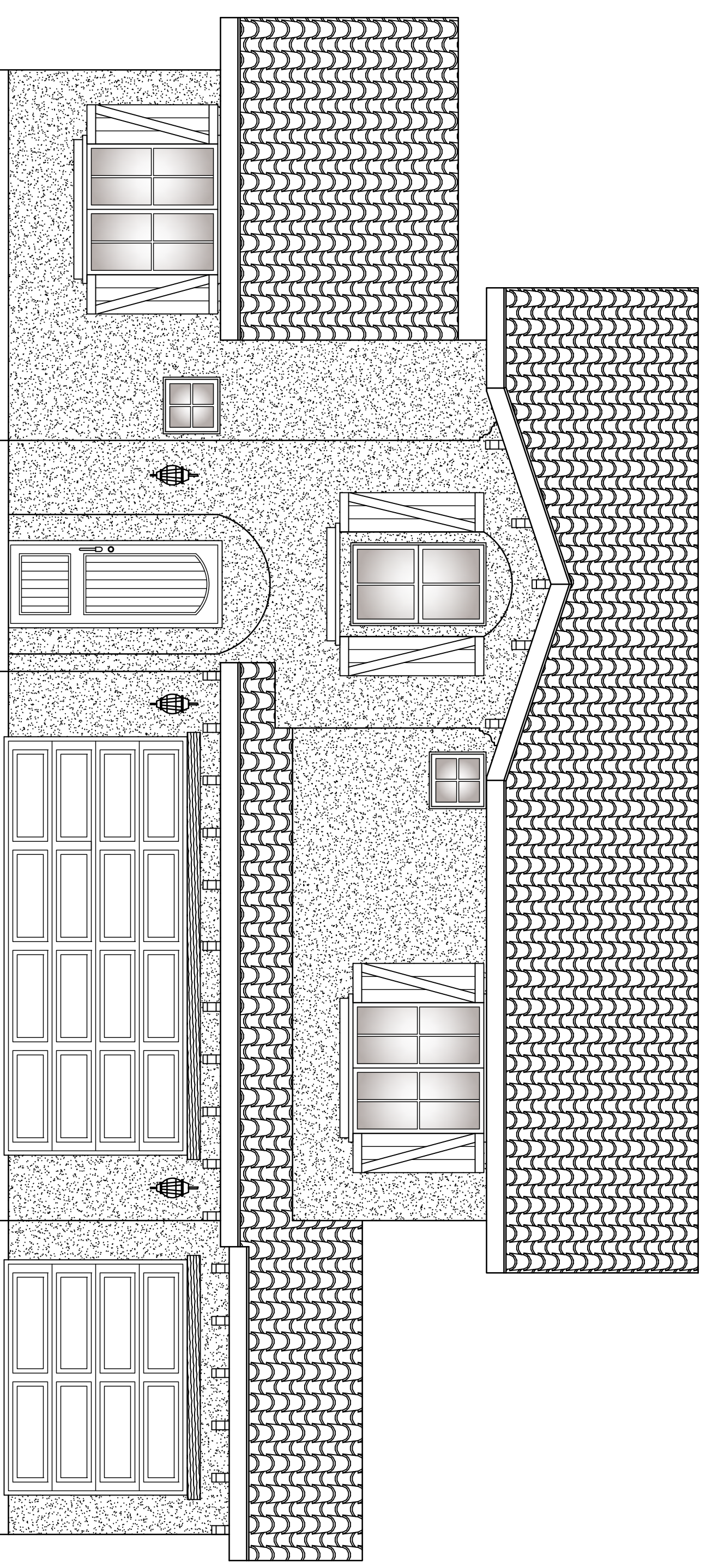
A1

PRECISE PLAN AMENDMENT

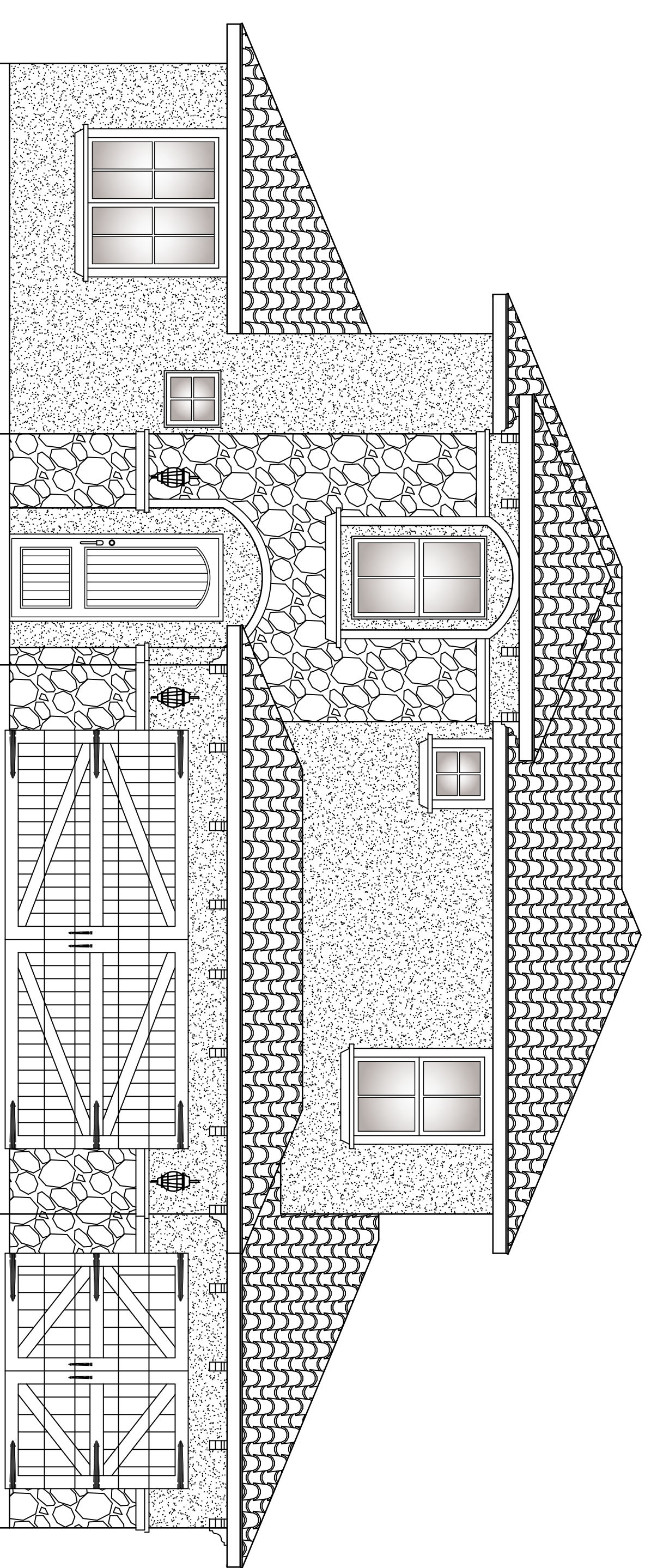
Milania 2513 Standard Plan



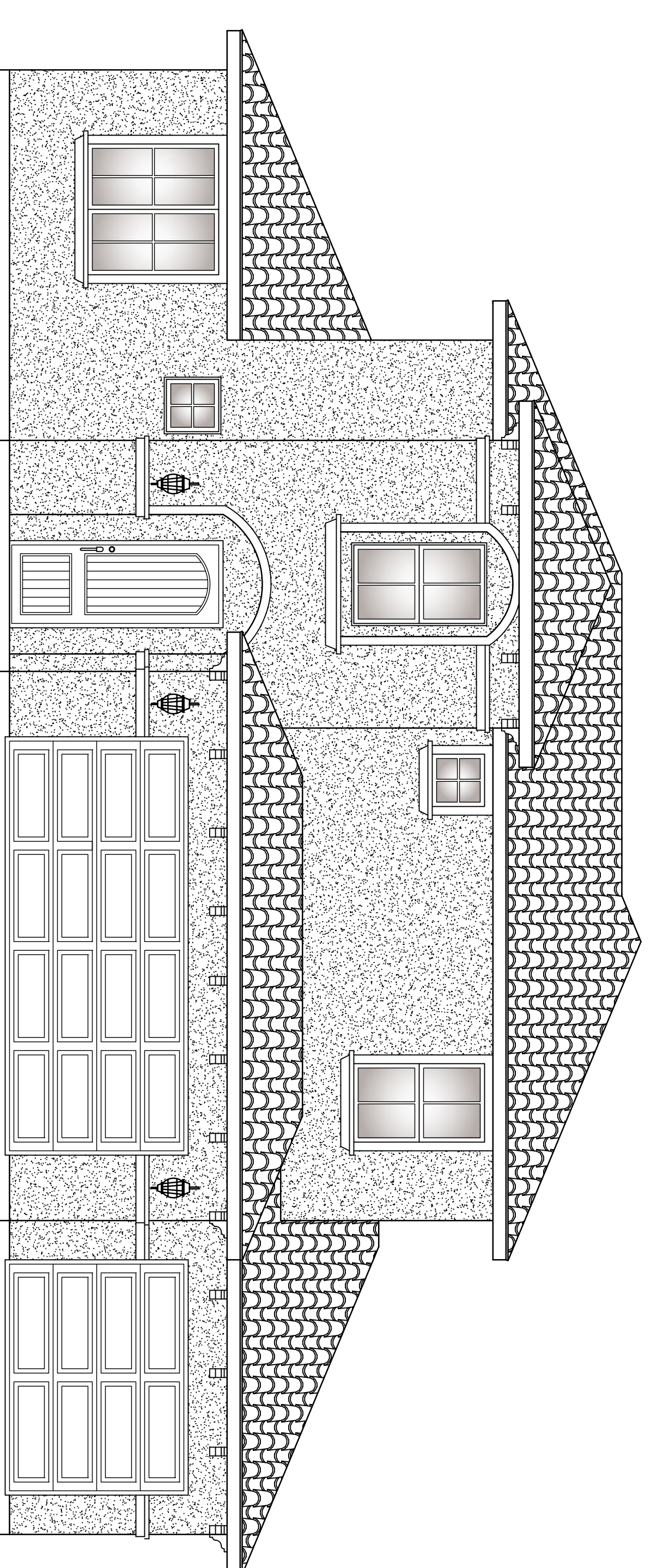
Milania Elevation 'A'
Upgraded Elevation



Milania Elevation 'A'
Standard Elevation

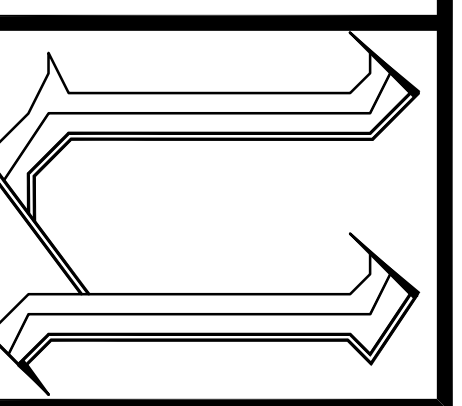
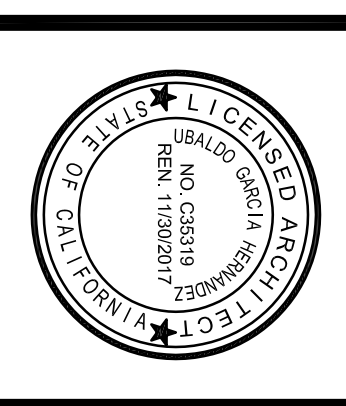


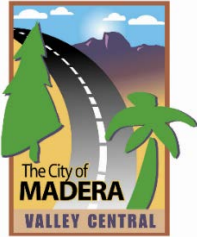
Milania Elevation 'B'
Upgraded Elevation



Milania Elevation 'B'
Standard Elevation

Milania 2513 Standard Plan Elevations





CITY OF MADERA
PLANNING COMMISSION

205 W. Fourth Street
Madera CA 93637
(559) 661-5430

**Staff Report: Home Depot Truck Rental & Outdoor Display
CUP 2016-22 and 23, SPR 2016-39 & Environmental Determination
Item #3 – November 15, 2016**

PROPOSAL: An application for a conditional use permit and site plan review to allow for a truck rental service and multiple outdoor display areas of various power equipment, store equipment and seasonal products.

APPLICANT:	Scott A. Mommer	OWNER:	Home Depot – Beverly Metz
ADDRESS:	2155 North Schnoor Avenue	APN:	013-070-025
APPLICATION:	CUP 2016-22 & 23 and SPR 2016-39	CEQA:	Categorical Exemption

LOCATION: The property is located at the northeast corner of North Schnoor Avenue and Foxglove Way.

STREET ACCESS: The site has access to North Schnoor Avenue, Kennedy Street and Foxglove Way.

PARCEL SIZE: Approximately 12.63 acres.

GENERAL PLAN DESIGNATION: C (Commercial)

ZONING DISTRICT: C2 (Heavy Commercial)

SITE CHARACTERISTICS: The site is located within a commercial center comprised of various retail and restaurant tenants, including a Sonic Drive-In, Starbucks and Verizon Wireless store. A Holiday Inn Express anchors the northwest corner of the commercial center at the intersection of Kennedy Street and North Schnoor Avenue. The State Route 99 freeway corridor is immediately east of the project site.

ENVIRONMENTAL REVIEW: The project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15301 (Existing Facilities).

SUMMARY: Home Depot proposes a Penske truck rental service, similar to a U-Haul truck rental business. Home Depot also proposes permanent outdoor display of rental power equipment, such as skid steers, mini excavators, etc. and other various seasonal items, such as barbeques, sheds, lawn mowers, etc. for retail sales. There is also a proposal for temporary outdoor display of nursery materials, plants and trees, including the seasonal sale of Christmas trees. The truck rental service and outdoor display of merchandise each require approval of a conditional use permit.

APPLICABLE CODES AND PROCEDURES

MMC § 10-3.901 Heavy Commercial Zones
MMC § 10-3.405 Uses
MMC § 10-3.1301 Use Permits
MMC § 10-3.4.0102 Site Plan Review Applicability

The City's Zoning Ordinance allows for the granting of a use permit by the Planning Commission subject to the Planning Commission being able to make findings that the establishment, maintenance or operation of the use or building will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

If the Commission cannot make the appropriate findings, the use should be denied. Conditions may be attached to the approval of the use permit to ensure compatibility. Project design may be altered and on or off-site improvements required in order to make the project compatible with nearby uses. In addition, the application may be subject to further review, modification or revocation by the Commission as necessary.

PRIOR ACTION

Tentative Parcel Map (TPM) 2003-03 divided the 15.43-acre commercial center into four separate parcels that currently make up Home Depot, Starbucks, Sonic Drive-In and the retail shops southwest of the Home Depot warehouse. Following the TPM, Site Plan Review (SPR) 2003-01 allowed for the construction of the Home Depot building. The most recent entitlement was Site Plan Review 2014-37, which allowed for the installation of a fuel cell located directly behind the Home Depot warehouse.

ANALYSIS

Penske Truck Rentals

Home Depot is partnering with Penske to provide a program to customers as a convenience to their shopping experience. The customer can make a request, via online or in-store, to rent a Penske moving truck, similar to a U-Haul truck. Penske would deliver the truck to a designated parking area consistent with the approved site plan for customer pickup and drop off. Any person with a Class C driver's license would be able to drive the truck rental. The customer would have a variety of choices for the size of the truck rental box enclosure, from as small as twelve feet (12') to as large as twenty-six feet (26') in length. No semi-trucks or tractor trailer-type vehicles would be included in this program. The fueling, servicing and maintenance of the trucks would take place off-site at Penske facilities. Staff recommends the designated parking area be located directly east of the store, in close proximity to Home Depot's Tool and Rental Center. Any other queueing, either for pickup or drop-off of a truck, should occur behind the store.

Power Equipment

Home Depot proposes to provide large power equipment rentals within an outdoor display area. Providing a rental service for large power equipment brings an industrial-type use to this commercial center. The large power equipment rentals would include equipment such as tractor loader backhoes, skid steers, mini excavators, scissor lifts, light towers, material handling equipment, tree care equipment, generators and trenchers. Delivery service of the power equipment rentals could be provided to the customer as an option, rather than the customer transporting the equipment themselves. The power equipment rental display area would be located directly in front of Home Depot's Tool and Rental Center consistent with the approved site

plan. Staff recommends any additional power equipment other than in front of the Tool and Rental Center be located at the rear of the Home Depot store.

Seasonal Outdoor Display

Home Depot proposes a temporary outdoor display area encompassing approximately 9,000 square feet, which would provide for the temporary, seasonal display of nursery materials, plants and trees, including Christmas trees. The temporary outdoor display area would be screened and occur only during appropriate seasonal periods. The location of the temporary outdoor display area would be within the parking lot in close proximity to the Home Depot's main entrance, consistent with the approved site plan. Also, other seasonal products, such as barbeques, lawn mowers, sheds, fencing and display materials, and patio furniture would be located in designated areas along the storefront, consistent with the approved site plan.

Parking

The City's parking standards for a retail store that handles bulky merchandise, such as Home Depot, requires one (1) space for each 400 square feet, plus one (1) space for each two (2) employees. The property manager assured that at peak hours during the busiest time of the year (holiday season), a maximum of approximately fifty (50) employees would be working at one given time. With a 139,527 square foot building, this would equate into a parking requirement of 374 parking stalls for the store.

The applicant proposes the utilization of six (6) total parking stalls for Penske truck rentals, 28 parking stalls for display of power equipment and 34 parking stalls for the temporary outdoor display of seasonal items. With the addition of the requirement of 374 parking stalls for the Home Depot warehouse, a total of 442 parking stalls are required. With 695 parking stalls provided, there is more than adequate parking to serve the store and the additional proposed uses.

Site Improvements

Conditions of approval require on- and off-site improvements that bring the site to a current City standard. On-site improvements include a restriping of parking areas for truck rentals. Off-site improvements include upgrades to the water service connection and existing handicap access ramps located throughout the site.

This proposed conditional use permit was reviewed by various City Departments. The responses and recommendations have been incorporated into the recommended conditions of approval included in this report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Though approval of truck rentals and outdoor display of goods and materials is not specifically addressed in the vision or action plans, the overall project does indirectly support **Action 115.2** – *As a component of the General Plan Update, increase retail outlets and promote Shop Madera.*

RECOMMENDATION

The information presented in this report supports conditional approval of the conditional use permit request. It is recommended that the Planning Commission consider the information in this report, as well as testimony in the public hearing, and approve Conditional Use Permits 2016-22 and 23, and Site Plan Review 2016-39 subject to the findings and conditions of approval outlined in this report.

PLANNING COMMISSION ACTION

The Planning Commission will be acting on the use permit and site plan review request, determining to either:

- approve the applications with or without conditions
- continue the hearing, or
- deny the applications

Any action by the Commission approving or denying the application is subject to appeal to the City Council within 15 calendar days of the Commission's action.

Motion 1: Move to approve Conditional Use Permit 2016-22 and 23, and Site Plan Review 2016-39, based on and subject to the findings and conditions of approval:

Findings

- This project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15301 (Existing Facilities).
- Truck rentals and outdoor display of goods and materials are consistent with the purposes of the C (Commercial) General Plan designation and the C2 (Heavy Commercial) Zone District which provide for the use, subject to the issuance of a conditional use permit.
- As conditioned, the development will be compatible with surrounding properties.
- As conditioned, the establishment, maintenance or operation of the use will not be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city. The use is deemed to be a compatible use that is consistent with the zoning for the site.

CONDITIONS OF APPROVAL

General Conditions

1. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by receipt in the Planning Department of the applicant's signature upon an Acknowledgement and Acceptance of Conditions within thirty days of the date of approval for this use permit.
2. The applicant's failure to utilize this use permit within one year following the date of this approval shall render the conditional use permit null and void unless a written request for extension has been submitted to and approved by the Planning Commission.
3. Conditional Use Permits 2016-22 and 23 may be made null and void without any additional public notice or hearing at any time upon both the benefactors of the use permit and owners of the property voluntarily submitting to the City a written request to permanently extinguish the conditional use permit.
4. Conditional Use Permits 2016-22 and 23, and Site Plan Review 2016-39 shall be subject to periodic reviews and inspection by the City to determine compliance with the conditions of approval and applicable codes. If at any time, the use is determined by Staff to be in violation of the conditions, Staff may schedule a public hearing before the Planning

Commission within 45 days of the violation to revoke the permit or modify the conditions of approval.

5. Site Plan Review 2016-39 will expire one year from the date of issuance, unless positive action is taken on the project as provided in the Municipal Code and a request to extend the approval is received before the expiration date (Municipal Code Section 10-3.4.0114, Lapse of Site Plan Approval).
6. Any proposed future modifications to the site, including but not limited to, building exteriors, parking/loading areas, fence/walls, new buildings or landscaping shall require an amendment to Site Plan Review 2016-39.
7. It shall be the responsibility of the property owner and management to ensure that any required permits, inspections and approvals from any regulatory agency shall be obtained from the concerned agency prior to establishment of the use.

Building Department

8. The uses of all activity areas shall be identified on plans submitted for issuance of building permits. If no plans are to be submitted, uses shall be as stated on plans submitted for site plan approval.
9. Additional items identified as not complying with current codes and ordinances, which requires correction or attention, may be identified. Any item not in conformance with current codes and ordinances shall be corrected.

Engineering Department

General

10. Nuisance onsite lighting shall be redirected as requested by the City Engineer within 48 hours of notification.
11. Improvements within the City right-of-way shall require an encroachment permit from the Engineering Division.

Streets

12. The developer shall upgrade the existing handicap access ramps located throughout the site to include truncated domes per ADA standards. If the applicant believes that a hardship waiver is applicable based on the cost of this improvement, in relation to overall project costs, a request for waiver may be submitted for consideration and an ultimate determination by the City.

Water

13. Existing water service connections shall be upgraded to current City standards including an Automatic Meter Reading (AMR) water meter located within City right-of-way and backflow prevention device located within private property.

Fire Department

14. Fire access lanes must be maintained and no obstruction of fire access lanes shall occur at any time.

Planning Department

General

15. The applicant shall operate in a manner that does not generate noise, odor, blight or vibration that adversely affects any adjacent properties.
16. Vandalism and graffiti shall be corrected per the Madera Municipal Code.
17. The property owner, operator and manager shall keep the property clear of all trash, rubbish and debris at all times; dumping of refuse shall be restricted to the dumpster and refuse containers on the site.
18. The applicant shall comply with all federal, state and local laws. Material violation of any of those laws concerning the use will be cause for revocation of this permit.
19. All on- and off-site improvements shall be completed on or prior to January 1, 2017.

Penske Truck Rentals

20. Conditional Use Permit 2016-22 allows for a truck rental business component in conjunction with the operation of the Home Depot store.
21. The fueling, cleaning, servicing, and/or maintenance of the truck rentals shall not occur on the property.
22. There shall be no storage or parking of truck rentals located in front of the Home Depot structure. All truck rentals shall be located at the rear and side of the Home Depot structure in designated parking areas closest to the Tool and Rental Center, consistent with the approved site plan.
23. All parking stalls being used for Penske truck rentals shall be restriped to a "truck rentals only" parking designation. The striping and color of the "truck parking only" area shall be approved by the Planning Manager.
24. The activities of the truck rental business shall occur from as early as 6:00 a.m. until as late as 10:00 p.m.

Outdoor Display

25. Conditional Use Permit 2016-23 allows for the outdoor display of power equipment, other various store equipment and products. Specifics to the type of power equipment, store equipment and products being displayed can be delineated within conditions 26, 27 and 28.
26. The following power equipment shall be located in front of the Tool Rental Center and/or at the rear of the Home Depot structure, consistent with the approved site plan:
 - Mini-excavator
 - Skid steer/Mini skid steer
 - Tractor loader backhoe
 - Trencher
 - Chipper shredder
 - Stump grinder
 - Boom lift
 - Scissor lift
 - One-man lift
 - Large/small dump trailer

- Concrete Buggy
 - Light tower
 - Generator
27. The following shall be located within designated areas along the store frontage, consistent with the approved site plan:
- Barbeques
 - Patio furniture
 - Material displays
 - Fencing displays
 - Sheds
 - Lawn Mowers
28. The following shall be temporarily displayed outdoors during certain seasonal periods, consistent with the approved site plan:
- Trees and Christmas trees
 - Plants
 - Nursery Materials
29. Other products and/or equipment proposed for future outdoor display not included within conditions 26, 27 and 28 shall be approved by the Planning Manager, along with its location, on a case-by-case basis.
30. The fueling, cleaning, servicing and/or maintenance of the power equipment rentals listed in condition 26 shall not occur on the property.
31. The temporary outdoor display area shall be fenced or screened prior to selling any seasonal products listed in condition 28. The type of fencing or screening shall be approved by the Planning Manager. The temporary outdoor display area shall be kept clean of any rubbish or debris at all times.

Landscaping

32. The property owner shall maintain all landscaping in a healthy and well-manicured appearance. This includes, but is not limited to; ensuring irrigation equipment is properly operating at all times, trimming and pruning trees and shrubs and replacing dead or unhealthy vegetation.

Signage

33. All signage shall be in compliance with the Sign Ordinance at all times. All signage is required to have an approved Sign Permit issued by the Planning Department per MMC Chapter 10-6.
34. No signage shall be affixed to or placed directly outside the fence surrounding the temporary outdoor display area. All informational signage about the products shall be kept inside the fenced area.

(OR)

Motion 2: Move to continue the application for Conditional Use Permits 2016-22 and 23, and Site Plan Review 2016-39 to the December 13, 2016 Planning Commission hearing, based on and subject to the following (specify):

(OR)

Motion 3: Move to deny the application for Conditional Use Permits 2016-22 and 23, and Site Plan Review 2016-39 based on and subject to the following findings (specify)

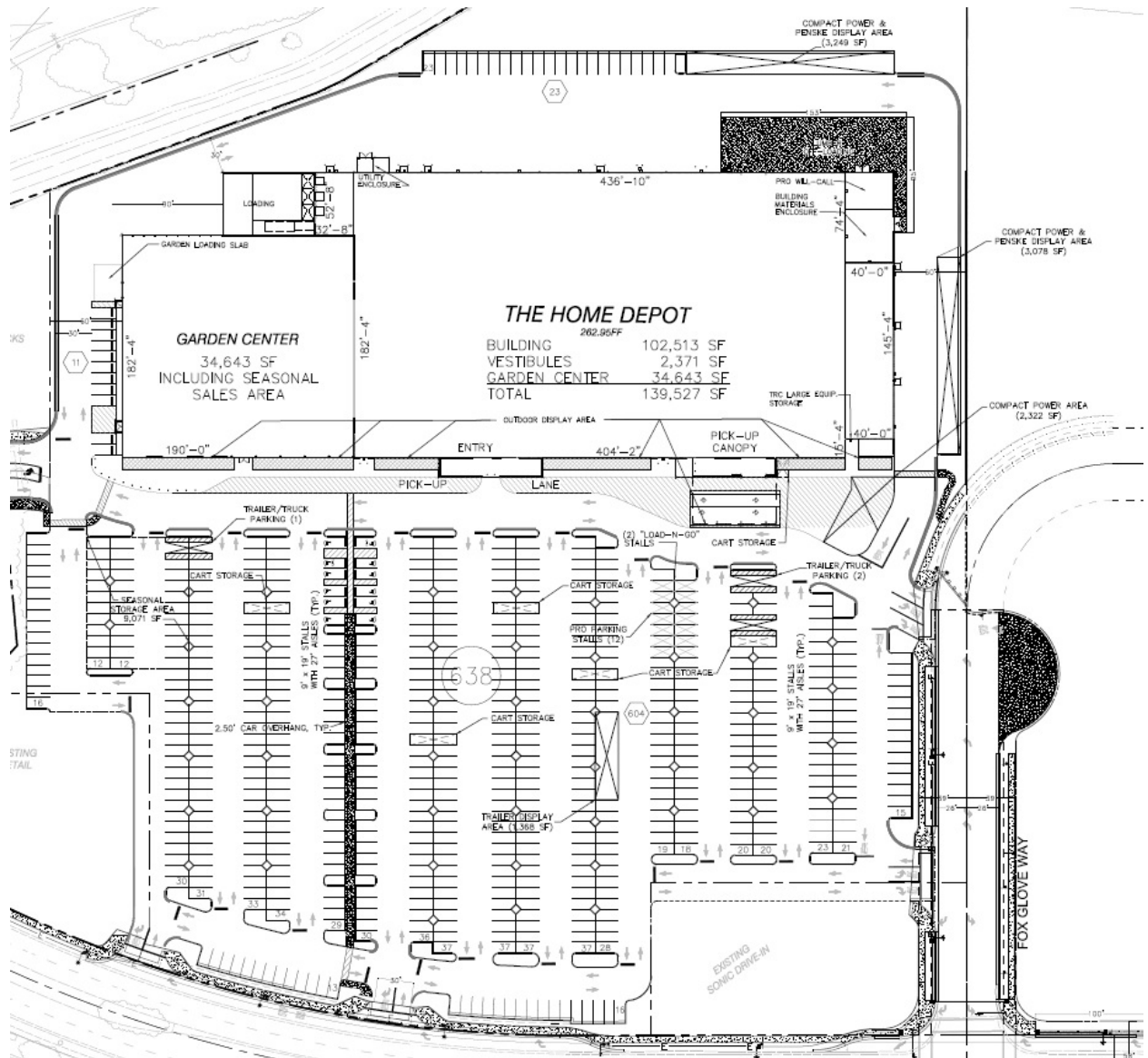
ATTACHMENTS

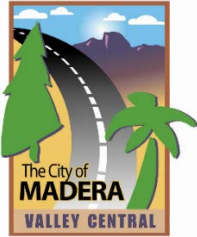
Aerial Photo
Site Plan

Aerial Photo



Site Plan





CITY OF MADERA
PLANNING COMMISSION

205 W. Fourth Street
Madera CA 93637
(559) 661-5430

**Staff Report: Taco Bell Drive Thru
CUP 2016-28, SPR 2016-44 & Environmental Determination
Item #4 – November 15, 2016**

PROPOSAL: An application for a conditional use permit and site plan review to allow for a drive-thru window in conjunction with the construction of a Taco Bell fast food restaurant.

APPLICANT:	Ocat Inc.	OWNER:	Q/S Tozer Avenue LLC
ADDRESS:	1420 East Yosemite Avenue	APN:	008-142-072
APPLICATION:	CUP 2016-28 and SPR 2016-44	CEQA:	Categorical Exemption

LOCATION: The property is a vacant parcel within the Crossroads Shopping Center, located at the southwest corner of the intersection of East Yosemite Avenue and Tozer Street.

STREET ACCESS: The site has access to East Yosemite Avenue, Elm Street and Tozer Street.

PARCEL SIZE: Approximately 0.63 acres.

GENERAL PLAN DESIGNATION: C (Commercial)

ZONING DISTRICT: C1 (Light Commercial)

SITE CHARACTERISTICS: The site is located directly east of McDonalds within the Crossroads shopping center. Vacant multi-family residential land and developed single-family residential homes lie directly south of the shopping center. East of the shopping center is other commercial development, including a Valero and Union 76 Gas Station, and a Jack in the Box. West of the site is a strip of commercially-zoned residences and approximately four (4) acres of vacant commercial land. North of the shopping center is a mix of commercial, residential and industrial uses on commercial land, abutting the Fresno River.

ENVIRONMENTAL REVIEW: The project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15303 (New Construction or Conversion of Small Structures).

SUMMARY: Taco Bell proposes new construction of its third restaurant with a drive-thru in the City of Madera. Approval of a use permit is required for the allowance of a drive-thru use. The new construction proposal includes enhanced architectural features, landscaping that screens the drive-thru stacking lane and defines the main entrance to the structure, and additional parking stalls to provide adequate parking for the restaurant. The drive-thru stacking lane allows for the queueing of only seven (7) vehicles rather than the ten (10) recommended with the City’s Design and Development Guidelines, due to the size constraint of the building pad.

APPLICABLE CODES AND PROCEDURES

MMC § 10-3.801 Light Commercial Zones
MMC § 10-3.405 Uses
MMC § 10-3.1301 Use Permits
MMC § 10-3.4.0102 Site Plan Review Applicability

The City's Zoning Ordinance allows for the granting of a use permit by the Planning Commission subject to the Planning Commission being able to make findings that the establishment, maintenance or operation of the use or building will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

If the Commission cannot make the appropriate findings, the use should be denied. Conditions may be attached to the approval of the use permit to ensure compatibility. Project design may be altered and on or off-site improvements required in order to make the project compatible with nearby uses. In addition, the application may be subject to further review, modification or revocation by the Commission as necessary.

PRIOR ACTION

In 2004, the Planning Commission and City Council approved Rezone (REZ) 2004-07 and General Plan Amendment (GPA) 2004-03, which cumulatively prepared the project site for the development of a commercial shopping center. Various use permits have been approved in support of the shopping center tenants, including use permits for drive-thru components, outdoor sales activities and alcohol sales for on-site dining. Most recently, Conditional Use Permit 2016-05 was approved to allow for the sale of beer and wine for on-site consumption in conjunction with a Mountain Mike's pizza parlor.

ANALYSIS

General Plan Conformance

All new construction requires that findings of conformance with the City's General Plan be made as a component of the approval process. The proposed Taco Bell provides compliance with the City's General Plan as follows:

- **Architecture**

The proposed building elevations provide an attractive, contemporary commercial architecture. The structure includes windows and wall lights that break up the mass of the structure, augmented with stone veneers, and an exterior stucco material with muted colors that cumulatively provide architectural value to the structure.

Because the structure would be visible in all directions, it is recommended that utilities be located within the interior of the building in an interior mechanical room. Staff also recommends that roof access be located within the interior of the structure.

- **Signage**

Taco Bell has developed a newer elevation that differs from their other restaurants in the City. Along the western- and northern-end of the proposed structure would be a slatted wall with a wood-like finish. Some similar elevations in other cities included an illuminated white back-light to the slatted wall. The applicant indicated that no illuminated back-lit wall at this location is proposed. Staff recommends that any allowance for the incorporation of a back-lit wall component in the future require approval of a sign variance by the Planning Commission.

- Landscaping

Landscaping is proposed to enhance and embellish the appearance of the project site. The proposed landscaping plan promotes a mix of new and existing landscaping throughout the site. A three-foot (3') tall hedge would be located along the drive-thru lane providing a reduction in vehicular head light glare. Decorative cobble and stone would surround the preview and menu boards and be complemented by attractive ground cover and shrubbery throughout the entirety of the drive-thru lane. Shade trees are proposed along the public entrance to the shopping center to detract attention towards the drive-thru lane and throughout the parking lot to provide greater shade for vehicles. Landscaping planters along the western-end of the building helps define the public entrance.

Drive-Thru Window

A drive-thru window is proposed to serve as a component of the Taco Bell restaurant. The drive-thru window location is incorporated into the design of the building in such a way that does not substantially detract from the overall architectural value of the building and is consistent with the City's Design and Development Guidelines. The Design and Development Guidelines also recommend no less than a ten (10) vehicle queueing depth for restaurant drive-thru stacking lanes. This design would typically not be supported by staff due to potential negative impacts to site circulation, but constraints on the site prevent that possibility. The project site is a smaller parcel incapable of accommodating a stacking lane providing queueing for ten (10) vehicles.

The applicant asserts that Taco Bell drive-thru wait times are much shorter than many if not most fast food franchises. Staffs research confirms that assertion. Therefore, staff is comfortable with supporting the proposed drive-thru design.

Parking

The City's parking standards for a restaurant require one space for each three (3) seats of a fixed nature, plus one space for each fifty (50) square feet of net floor area available for non-fixed seating. The restaurant proposes the utilization of thirty-seven (37) seats available and no proposed area for non-fixed seating. This would equate to a parking requirement of twelve (12) total parking stalls including one (1) handicap parking stall for the Taco Bell restaurant. With twenty (20) total parking stalls including two (2) handicap parking stalls proposed, there is adequate parking to serve the proposed Taco Bell fast food restaurant.

Bus Shelter Deferral

On April 14, 2009, the Planning Commission approved a modification to the Crossroads Shopping Center site plan review. The modification allowed for construction of the transit shelter portion of the improvements to be deferred to the next phase of building construction or two (2) years, whichever came first, except that appropriate benches and trash receptacle be installed at this time. Seven (7) years have now passed and no construction of the shelter has occurred, nor has there been installation of the benches and trash receptacle. Approval of the Taco Bell project is predicated upon the concurrent construction of the deferred transit shelter improvements.

The proposed conditional use permit was reviewed by various City Departments. The responses and recommendations have been incorporated into the recommended conditions of approval included in this report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Though approval of a restaurant with a drive-thru use is not specifically addressed in the vision or action plans, the overall project does indirectly support **Action 115.2** – *As a component of the General Plan Update, increase retail outlets and promote Shop Madera ...;*

RECOMMENDATION

The information presented in this report supports conditional approval of the conditional use permit request. It is recommended that the Planning Commission consider the information in this report, as well as testimony in the public hearing, and approve Conditional Use Permit 2016-28 and Site Plan Review 2016-44 subject to the findings and conditions of approval outlined in this report.

PLANNING COMMISSION ACTION

The Planning Commission will be acting the request for Conditional Use Permit 2016-28 and Site Plan Review 2016-44, determining to either:

- approve the applications with or without conditions
- continue the hearing, or
- deny the applications

Any action by the Commission approving or denying the application is subject to appeal to the City Council within 15 calendar days of the Commission's action.

Motion 1: Move to approve Conditional Use Permit 2016-28 and Site Plan Review 2016-44, based on and subject to the findings and conditions of approval:

Findings

- This project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15303 (New Construction or Conversion of Small Structures).
- A drive-thru use in conjunction with a restaurant is consistent with the purposes of the C (Commercial) General Plan designation and the C1 (Light Commercial) Zone District which provide for the use, subject to the issuance of a conditional use permit.
- As conditioned, the development will be compatible with surrounding properties which cumulatively form the Crossroads Shopping Center.
- As conditioned, the establishment, maintenance or operation of the use will not be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city. The use is deemed to be a compatible use that is consistent with the zoning for the site.

CONDITIONS OF APPROVAL

General Conditions

1. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by receipt in the Planning Department of the applicant's signature upon an Acknowledgement and Acceptance of Conditions within thirty days of the date of approval for these use permits.
2. The applicant's failure to utilize any of the use permits within one year following the date of this approval shall render the conditional use permits null and void unless a written request for extension has been submitted to and approved by the Planning Commission.

3. Conditional Use Permit 2016-28 may be made null and void without any additional public notice or hearing at any time upon both the benefactors of the use permits and owners of the property voluntarily submitting to the City a written request to permanently extinguish the conditional use permit.
4. Conditional Use Permit 2016-28 and Site Plan Review 2016-44 shall be subject to periodic reviews and inspection by the City to determine compliance with the conditions of approval and applicable codes. If at any time, the use is determined by Staff to be in violation of the conditions, Staff may schedule a public hearing before the Planning Commission within 45 days of the violation to revoke the permits or modify the conditions of approval.
5. Site Plan Review 2016-44 will expire one year from date of issuance, unless positive action is taken on the project as provided in the Municipal Code and a request to extend the approval is received before the expiration date (Municipal Code Section 10-3.4.0114, Lapse of Site Plan Approval).
6. Any proposed future modifications to the site, including but not limited to, building exteriors, parking/loading areas, fence/walls, new buildings or landscaping shall require an amendment to Site Plan Review 2016-44.
7. It shall be the responsibility of the property owner and management to ensure that any required permits, inspections and approvals from any regulatory agency shall be obtained from the concerned agency prior to establishment of the use.

Building Department

8. A building permit is required for all improvements. The tenant space must meet the requirements of the California Building Code, California Fire Code, and Americans with Disabilities Act prior to occupancy.
9. Current State of California and federal handicap requirements shall apply to the entire site and all structures and parking thereon. Compliance shall be checked at the permit stage and confirmed at final inspection.

Engineering Department

General

10. Nuisance onsite lighting shall be redirected as requested by the City Engineer within 48 hours of notification.
11. Impact fees shall be paid at the time of building permit issuance.
12. In the event archeological resources are unearthed or discovered during any construction activities on site, construction activities shall cease and the Community Development Director or City Engineer shall be notified so that procedures required by state law can be implemented.

Water

13. The existing water service connection shall be upgraded to current City standards including Automatic Meter Reading (AMR) water meter installed within City right-of-way.

Fire Department

14. Portable fire extinguishers shall be required in accordance with the California Fire Code. At least one 2A10BC-rated fire extinguisher shall be required for the building as well as one or more K class extinguishers for protection of the cooking equipment.
15. A key box shall be required for fire access.
16. Occupant load signage shall be posted in the main dining area.
17. A fire suppression system shall be required to protect cooking equipment creating grease laden vapors.
18. Panic hardware shall be required.

Planning Department

General

19. Vandalism and graffiti shall be corrected per the Madera Municipal Code.
20. The applicant shall operate in a manner that does not generate noise, odor, blight or vibration that adversely affects any adjacent properties.
21. The property owner, operator and manager shall keep the property clear of all trash, rubbish and debris at all times; and dumping of refuse shall be restricted to the dumpster and refuse containers owned by the property owner. Outdoor storage of goods or materials shall not be allowed.
22. The applicant shall comply with all federal, state and local laws. Material violation of any of those laws concerning the use will be cause for revocation of these permits.

Operations

23. Allowed hours of operation for the Taco Bell restaurant and drive-thru shall be twenty-four (24) hours per day, seven (7) days a week.
24. No outdoor display of merchandise shall be allowed.
25. There shall be no special events that would cause overflow parking conditions to occur.
26. All on- and off-site improvements shall be completed prior to occupancy and issuance of a business license.

Site Data

- Taco Bell Structure 2,165 square feet
- Taco Bell Proposed Number of Seats 37 seats for dining
- Parking Stalls Required 12 parking stalls
- Parking Stalls Provided 20 parking stalls
- ADA Parking Stalls Required 1 ADA parking stall
- ADA Parking Stalls Provided 2 ADA parking stalls
- Loading Spaces Required 0 loading spaces

Drive-Thru Window & Stacking Lane

27. Conditional Use Permit 2016-28 allows for a drive-thru window in conjunction with the construction of a new Taco Bell fast food restaurant.
28. The drive-thru stacking lane shall be designed to queue no less than seven (7) vehicles.
29. The Planning Department shall specifically authorize the size and location of directional, preview and menu signs related to the drive-thru use. Directional signage shall conform to the standards of the Sign Regulations.
30. The drive-thru shall be allowed one preview board and menu board per drive-thru drive aisle. The preview board and menu board shall be separated by no less than 25 feet. The preview board and menu board shall be consistent with the Sign Ordinance except that, if additional freestanding signage is available, that signage may be transferrable to the preview and/or menu board, as allowed by the Planning Manager.

Bus Shelter

31. In conjunction with building permit submittals, the developer shall submit improvement plans for the bus shelter to be approved by the Planning Department. The property owner shall construct the approved bus shelter prior to occupancy of the Taco Bell structure.

Building Colors, Materials and Lighting Considerations

32. The construction of buildings approved as part of Site Plan Review 2016-44 shall be consistent with the approved colors and materials board and representative color section rendering of the proposed building as reviewed and approved by the Planning Commission approval. Any alteration shall require approval by the Planning Manager.
33. Address sign designs shall be approved by the Planning Department prior to issuance of building permits.
34. All exterior lighting shall be directed away from residential properties and not interfere with the driving safety of vehicular traffic.
35. The specifications and types of exterior lighting fixtures to be installed on the site shall be submitted to and approved by the Planning Department as a component of building permit issuance. All exterior lighting shall be directed away from adjoining properties and not interfere with the driving safety of vehicular traffic. Exposed bulbs shall not be permitted.

HVAC and PG&E Utility Placement Considerations/Screening Requirements

36. Prior to the issuance of building permits, the applicant shall identify the following information on the site plan for Planning Department review and approval:
 - The location of all natural gas and electrical utility meter locations.
 - The location of all HVAC (heating, ventilation or air conditioning) equipment.
 - The location of all compressor equipment, and mechanical and electrical equipment.
37. All electrical and HVAC equipment shall be screened to the specifications of the Planning Department.
38. Electrical/mechanical equipment shall be located in the interior of the proposed new structure within an electrical/mechanical service room(s).
39. When HVAC equipment is roof-mounted, all equipment placement shall be completely screened from view and architecturally integrated into the roof using roof wells or

continuous building perimeter fascia screening. If ground mounted, all HVAC equipment shall be completely screened by a six foot (6') enclosure constructed so as to match the primary color and material of the structure.

40. Natural gas meter placement shall be screened from public view per Planning Department approval.
41. Roof access ladders shall be located within the interior of the building.
42. Future placement of roof-mounted equipment, which is not part of this site plan approval, may require amendment to this Site Plan Review.
43. All ducts and vents penetrating roofs shall be directed away from the front of public entrance side(s) of the building using methods to minimize their appearance and visibility from the street. Placements are preferred at rear sides of roof ridges. All roof-mounted ducts and vents are to be painted matte black or with a color better suited to minimize their appearance.
44. Fire sprinkler risers shall be located within the interior of the building or located out of public view. Locations shall be approved by the Planning Department prior to the issuance of building permits.

Landscaping

45. A detailed landscaping and irrigation plan shall be prepared by a licensed landscape architect, stamped and submitted as part of the submittals for a building permit plan check. Landscape and irrigation plans shall be approved by the Planning Department prior to issuance of building permits. The plan shall include:
 - Demonstration of compliance with the State of California's Model Water Efficient Landscape Ordinance.
 - Landscaped areas shall be provided along drive-thru lanes no less than five feet (5') in width (where possible) to help define drive-thru lanes and shield stacking lanes from view.
 - Provide a no-less-than three foot (3') tall landscape feature (such as a hedge wall) between the stacking lanes and the public right-of-way in order to reduce headlight glare.
 - Landscaped areas shall be developed along all street frontages and within the parking field.
 - On-site landscaping shall meet the minimum standards of five percent (5%) of the parking lot in permanent landscaping.
 - Shade trees shall be planted throughout the parking lot, with a minimum of one tree per five parking spaces.
 - Landscaped areas are to be provided with permanent automatic irrigation systems.
 - Landscaped areas shall be protected by raised six-inch (6") concrete curbing, except where a reduced standard is allowed by the Planning Manager.
 - A detailed planting list for landscaping, with the number, size, spacing (where applicable) and specie of all plantings shall be included as part of the approved landscaping plan prepared by a licensed landscape architect.
46. The property owner shall maintain all landscaping in a healthy and well-manicured appearance. This includes, but is not limited to; ensuring irrigation equipment is properly operating at all times, trimming and pruning trees and shrubs and replacing dead or unhealthy vegetation with drought tolerant plantings.

Parking

47. All parking and loading areas shall be marked and striped to City standards: Perpendicular (90 degree) parking spaces shall measure a minimum of nine feet (9') wide by nineteen feet (19') deep. No compact stalls shall be incorporated into the parking field. No wheel stops shall be incorporated into the parking field/parking stall layout except where required for compliance with ADA requirements. Minimum drive aisle width is twenty-six feet (26') for primary drive aisles.
48. On-site parking shall be provided at all times in conformance with the Municipal Code. Further expansion of the use or additional or accessory uses may require the provision of additional parking spaces in compliance with City standards prior to establishment of the use. All required parking shall be permanently maintained with all parking spaces to be shown on plans submitted for building permits. Any modifications in the approved parking layout shall require amendment of the site plan review.
49. Bicycle parking facilities shall be provided for patrons and employees in accordance with plans approved by the Planning Department as to number and location.

Signage

50. There shall be no allowance for an illuminated back-lit wall as a component of site development during or after construction of the proposed Taco Bell structure without the approval of a variance by the Planning Commission.
51. All on-building signage shall be of pan channel letter quality or better and in compliance with the Sign Ordinance at all times. All signage is required to have an approved Sign Permit issued by the Planning Department per Madera Municipal Code Chapter 10-6.
52. The Planning Department shall specifically authorize the size and location of directional, preview and menu signs related to the drive-thru use. Directional signs shall be textual in nature with no branding and/or logos incorporated into the sign design so as to direct (as opposed to distract) the motoring public.
53. The drive-thru shall be allowed one preview board and menu board. The preview board and menu board shall be separated by no less than twenty-five feet (25'). The preview board and menu board shall be consistent with the sign ordinance except that, if additional freestanding signage is available, that signage may be transferrable to the preview and/or menu board as allowed by the Planning Manager.
54. All proposed construction announcement signage shall conform to the Municipal Sign Ordinance.

San Joaquin Valley Air Pollution Control District

55. The applicant shall comply with the rules and regulations of the San Joaquin Valley Air Pollution Control District. The applicant shall request a determination of the applicability of District Rule 9510 (Indirect Source Review) to the above referenced project. The applicant shall comply with any directives included in the attached October 21, 2016 comment letter.

(OR)

Motion 2: Move to continue the application for Conditional Use Permits 2016-28 and Site Plan Review 2016-44 to the December 13, 2016 Planning Commission hearing, based on and subject to the following (specify):

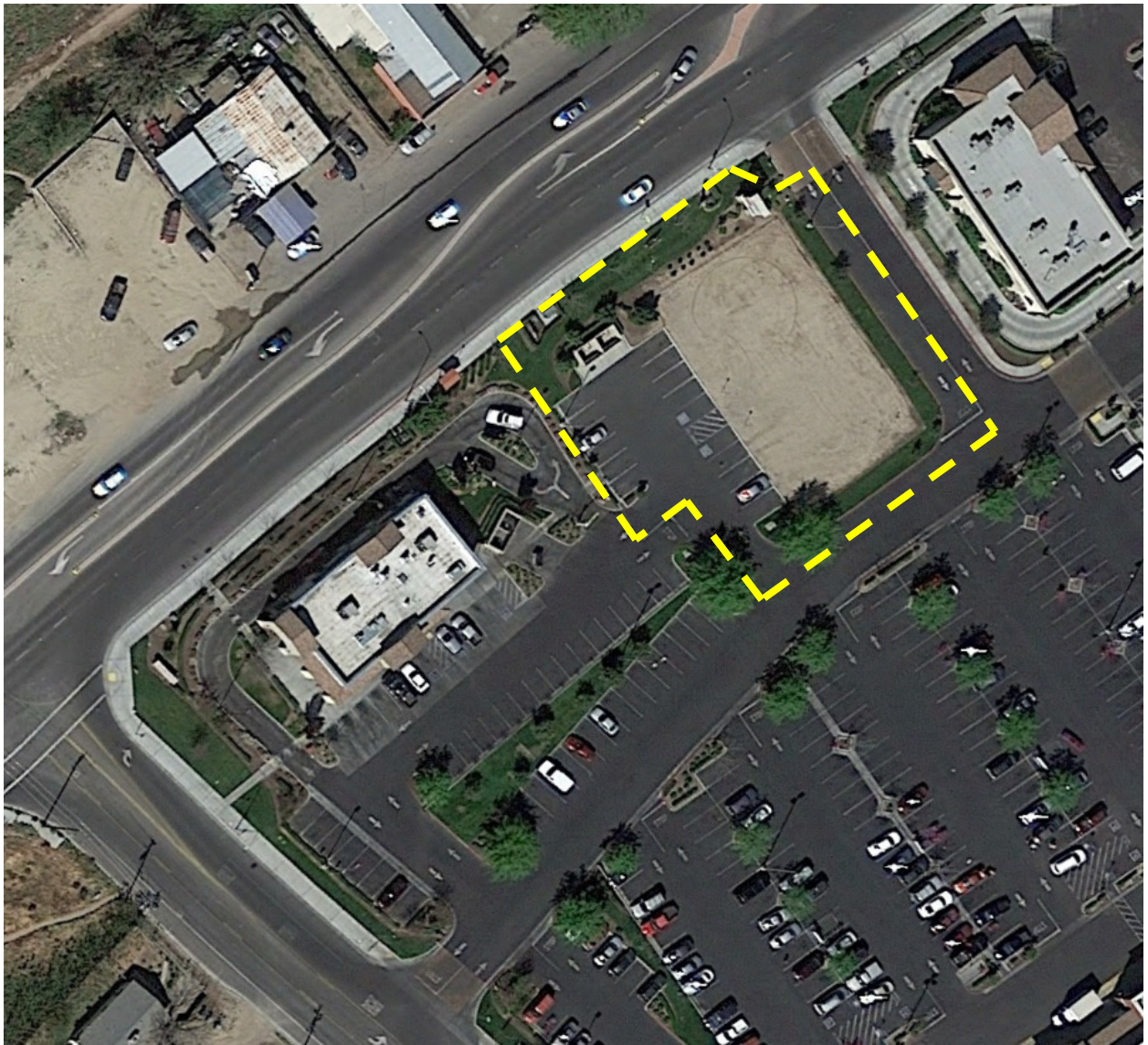
(OR)

Motion 3: Move to deny the application for Conditional Use Permits 2016-28, and Site Plan Review 2016-44 based on and subject to the following findings (specify)

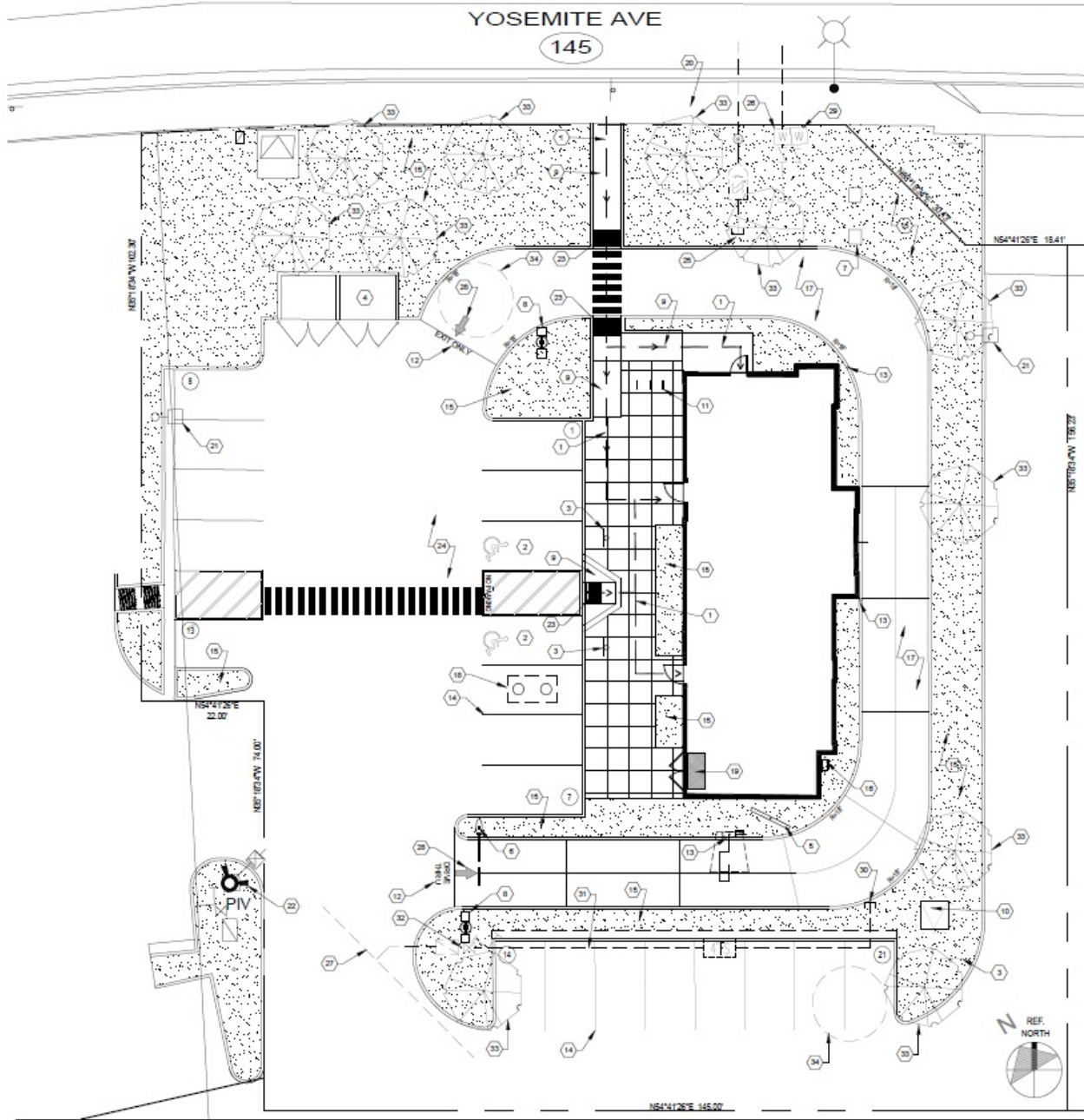
ATTACHMENTS

Aerial Photo
Site Plan
Elevations & Color Board
Comment Letter

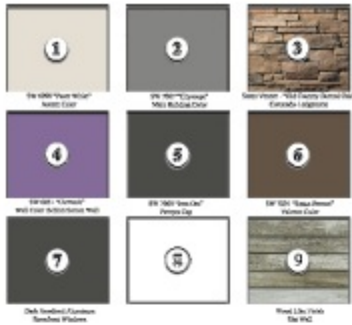
Aerial Photo



Site Plan



Elevations & Color Board



DATE: OCTOBER 12, 2016

WEST ELEVATION

FRANCHISE: OCAT INC.
 4306 SISK ROAD
 MADERA, CA 95356

Taco Bell New Build
 1420 E. Yosemite Ave,
 Madera, CA 95350



DATE: OCTOBER 12, 2016

EAST ELEVATION

FRANCHISE: OCAT INC.
 4306 SISK ROAD
 MADERA, CA 95356

Taco Bell New Build
 1420 E. Yosemite Ave,
 Madera, CA 95350



Comment Letter



October 21, 2016

Robert Holt
City of Madera
Planning Division
205 W. Fourth Street
Madera, CA 93637

Project: CUP 2016-27 & SPR 2016-44 – Taco Bell Drive Thru

District CEQA Reference No: 20160686

Dear Mr. Holt:

The San Joaquin Valley Unified Air Pollution Control District (District) has reviewed the project referenced above consisting of a conditional use permit to allow for the construction of a Taco Bell restaurant with a drive thru component located at 1420 East Yosemite Avenue, in Madera, CA. The District offers the following comments:

1. Based on information provided to the District, project specific emissions of criteria pollutants are not expected to exceed District significance thresholds of 10 tons/year NOX, 10 ton/year ROG, and 15 tons/year PM10. Therefore, the District concludes that project specific criteria pollutant emissions would have no significant adverse impact on air quality.
2. Based on information provided to the District, the proposed project would equal or exceed 2,000 square feet of commercial space. Therefore, the District concludes that the proposed project is subject to District Rule 9510 (Indirect Source Review).

District Rule 9510 is intended to mitigate a project's impact on air quality through project design elements or by payment of applicable off-site mitigation fees. Any applicant subject to District Rule 9510 is required to submit an Air Impact Assessment (AIA) application to the District no later than applying for final discretionary approval, and to pay any applicable off-site mitigation fees. If approval of the subject project constitutes the last discretionary approval by your agency, the District recommends that demonstration of compliance with District Rule 9510, including payment of all applicable fees be made a condition of project approval. Information about how to comply with District Rule 9510 can be found online at: <http://www.valleyair.org/ISR/ISRHome.htm>.

Seyed Sadredin
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

www.valleyair.org www.healthyliving.com

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3. Particulate Matter 2.5 microns or less in size (PM2.5) from under-fired charbroilers (UFCs) pose immediate health risk. Since the cooking of meat can release carcinogenic PM2.5 species like polycyclic aromatic hydrocarbons (PAH), controlling emissions from under-fired charbroilers will have a substantial positive impact on public health.

Charbroiling emissions occur in populated areas, near schools and residential neighborhoods, resulting in high exposure levels for sensitive Valley residents. The air quality impacts on neighborhoods near restaurants with UFCs can be significant on days when meteorological conditions are stable, when dispersion is limited and emissions are trapped near the surface within the surrounding neighborhoods. This potential for neighborhood-level concentration of emissions during evening or multi-day stagnation events raises environmental concerns.

In addition, the cooking emissions source category is one of the largest single contributors of directly emitted PM2.5 in the Valley. Photochemical modeling conducted for the 2012 PM2.5 Plan showed that reducing commercial charbroiling emissions is critical to achieving PM2.5 attainment in the Valley.

The District committed to amend Rule 4692 (Commercial Charbroiling) in 2016, with a 2017 compliance date, to add emission control requirements for UFCs, as committed to in the District's 2012 PM2.5 Plan. Installing charbroiler emissions control systems during construction of new facilities is likely to result in substantial economic benefit compared to costly retrofitting.

Therefore, the District strongly recommends that your agency require new restaurants that will operate UFCs to install emission control systems during the construction phase. To ease the financial burden for Valley businesses that wish to install control equipment before it is required, the District is offering incentive funding during the time leading up to the amendment to the rule. Restaurants with UFCs may be eligible to apply for funding to add emission control systems. Please contact the District at (559) 230-5858 for more information.

4. The proposed project may be subject to District Rules and Regulations, including: Regulation VIII (Fugitive PM10 Prohibitions), Rule 4102 (Nuisance), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). In the event an existing building will be renovated, partially demolished or removed, the project may be subject to District Rule 4002 (National Emission Standards for Hazardous Air Pollutants). The above list of rules is neither exhaustive nor exclusive. To identify other District rules or regulations that apply to this project or to obtain information about District permit requirements, the applicant is strongly encouraged to contact the District's Small Business Assistance Office at (559) 230-5888. Current District rules can be found online at: www.valleyair.org/rules/1ruleslist.htm.

District CEQA Reference No. 20160686

5. The District recommends that a copy of the District's comments be provided to the project proponent.

If you have any questions or require further information, please call Sharla Yang at (559) 230-5934.

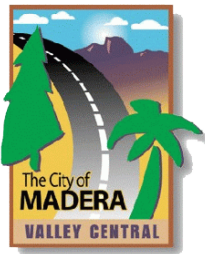
Sincerely,

Arnaud Marjollet
Director of Permit Services



For Brian Clements
Program Manager

AM: sy



CITY OF MADERA
PLANNING COMMISSION

205 W. Fourth Street
Madera CA 93637
(559) 661-5430

**Staff Report: Madera Travel Center
Development Agreement
Item #5 - November 15, 2016**

PROPOSAL: Consideration of a resolution making a recommendation to the City Council regarding a proposed ordinance that would approve and adopt a development agreement between the City of Madera and Love’s Travel Stops and Country Stores for the Madera Travel Center Project.

APPLICANT:	Love’s Travel Stops and Country Stores	OWNER:	Paula M. Guzman, Trustee (See Agreement for Full Owner Info)
ADDRESS:	Avenue 17/SR 99	APN:	013-240-003
APPLICATIONS:	Development Agreement	CEQA:	Previously Certified Environmental Impact Report

LOCATION: The project site is located on the southeast corner of State Route 99 and Avenue 17.

STREET ACCESS: Avenue 17 and the future Sharon Boulevard.

PARCEL SIZE: 48.36 acre in total, of which 24.40 acres encompasses the various components of the proposed development.

GENERAL PLAN DESIGNATION: C (Commercial)

ZONING DISTRICT: C2 (Heavy Commercial)

SITE CHARACTERISTICS: The project site is located on the south side of Avenue 17, east of the State Route 99 corridor. Vacant, commercially designated land is located to the south and to the north. Rural residential property is located to the east. The Union Pacific Railroad/State Route 99 transportation corridor is immediately west, with vacant lands and the Airport Industrial Park beyond.

ENVIRONMENTAL REVIEW: An environmental impact report (EIR) was prepared for the overall project, including the potential for a development agreement. The EIR was certified by the Planning Commission at its August 16, 2016 meeting.

SUMMARY & RECOMMENDATION: The size of the project, its location, and the required mitigation measures and conditions of approval lend the need to establish certainty with regard to the developer’s ability to develop the site in accordance with defined regulations and to establish a program addressing project costs and reimbursements. The development agreement process is an appropriate tool to accomplish these goals. The proposed agreement is consistent with the general plan and facilitates the orderly development of the site. Staff recommends approval of a resolution recommending approval of the development agreement to the City Council.

BACKGROUND & PRIOR ACTION: Background and Prior Actions provided in the analysis.

APPLICABLE CODES: California Government Code §§ 65864-65869.5, Development Agreements; California Public Resources Code Section 21000 et. seq., California Environmental Quality Act.

ANALYSIS:

The project proponent, Love's Travel Stops and Country Stores, has requested the approval of a development agreement in conjunction with the Madera Travel Center Project. Local agencies; are authorized, but not required by state law, to enter into binding development agreements with property owners addressing the development of real property. Development agreements; are used for vesting land use entitlements and may also; establish financing and construction responsibilities, as well as timelines for the installation of on-and-off-site improvements. Development agreements provide for a form of vested rights in that they may supersede any change in planning, zoning, subdivision or building regulations adopted after the execution of such an agreement.

The Madera Travel Center project spans approximately 24.5 acres of a 48.36 acres property and includes multiple entitlements that cumulatively provide for the development of the overall site. Primary features of the Project include an 11,981 square-foot Travel Stop building, including 7,965 square feet within the store portion and a 4,016 square foot, branded food restaurant with drive-through, served by on-site parking for passenger vehicles and trailer trucks. Gasoline, diesel fuel, and propane; will be sold on site, with nine covered fuel islands for trucks, and nine separate fuel islands for automobiles, as well as truck scales, oil-water separator, RV dump, and both above ground diesel fuel tanks and underground gasoline tanks, as well as an underground diesel exhaust fluid tank.

The cumulative approvals issued to date require the construction and/or installation of a significant number of public improvements to serve the site at significant cost to the developer. The proposed development agreement would define the set of requirements, which are applicable to the site, focusing on requirements for the construction of off-site public improvements. The agreement also specifies a reimbursement structure under which the developer would receive reimbursements under a set schedule. Funding, typically utilized for capital improvement projects is proposed to be utilized to reimburse some of the eligible improvements, while a portion of the sales tax and transit occupancy tax generated by the project would reimburse remaining amounts.

A brief, bullet point summary of major focal points of the proposed agreement is included as follows:

- Building Permits for Phase 1 of the Project (everything except the freestanding restaurant and Boat/RV Storage Facility) must be submitted within 3 years, and issued within 4 Years of the Effective Date of the Agreement. Occupancy Permits need to be issued within 5 years. If these timelines are met the Agreement will have a full term of 20 Years.
- During the term of the agreement, the cumulative development requirements applied to the project will not change.
- Development exactions; will be locked in during the term of the agreement and would not increase.

- The project will develop infrastructure and utilities consisting of a water well, water pipelines, sewer lines, drainage pipelines, two (2) traffic signals, Avenue 17 and Sharon Boulevard street frontage improvements, and Freeway 99 ramp improvements. The improvements; will be completed prior to occupancy.
- The project will develop a “Historic Pedestrian Plaza” as referenced in the approvals granted by the Planning Commission, with construction completed no later than the occupancy of the final building: to be constructed in Phase 1 of the Project.
- The City will credit the applicable categories of the project’s capital facility “impact” fees towards the cost of the off-site improvements (i.e. sewer impact fees credited towards off-site sewer line construction).
- The City will reimburse the developer for the full and complete costs of the water well, upon completion and acceptance of the well.
- In addition to the water well reimbursement, the City will reimburse the developer for off-site construction costs at a maximum total of \$6,870,000 during the term of the agreement. These represent costs beyond the typical frontage improvements in which all projects are responsible.
- In no event shall the aggregate of the fee credits and the reimbursement amounts exceed the developer's reasonable and actual costs and expense of constructing and installing the Infrastructure Improvements. The City will pay actual costs up to the maximum total identified above.
- The non-water well reimbursements will be in phases. Approximately \$1,000,000 will be reimbursed in a lump sum upon completion and acceptance of the improvements by the City. After one year of operations, a second lump sum of approximately \$4,200,000 will be reimbursed. The remaining amount will be reimbursed in annual payments; starting the second year of operations.
- Unless otherwise directed by the City Council, the bulk of the improvements will be, treated much like large capital improvement projects and lump sum payments will be made; from funding sources traditionally used for capital projects. Costs in excess of the lump sum payments will be reimbursed from a portion of the City’s share of sales tax and transient occupancy tax revenue generated by the project. One-half of the amount of these revenues generated by the project will be, reimbursed to the Developer until all costs are, reimbursed up to the maximum amount.

The Travel Center project is located in an area, which requires the extension of infrastructure and public services. The developer has indicated that the significant costs involved with constructing these improvements make the project financially infeasible. An evaluation by the City of project costs and revenues supports this conclusion. In response to these concerns, the developer is asking that the requirements of the project be defined, and locked in and that the fee schedule be set and that the City reimburse the developer for a portion of the total costs of the off-site improvements, those that are beyond the typical frontage improvement costs required of all projects.

The proposed development will facilitate the orderly development of the subject property and the surrounding area in conformance with the General Plan. The development agreement supports the timely development and installation of infrastructure and public utilities identified in the General Plan and the City of Madera sewer, water, and storm drain master plans. On the basis that that the project is infeasible absent the terms of the development agreement, and that the project benefits the City of Madera, the use of a development agreement may be viewed; as an appropriate tool to establish certainty with regard to development requirements and the off-site improvement reimbursement structure.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The proposed development agreement facilitates development of the project and is therefore consistent with Action 115.1 to “encourage viable economic development” as well as Good Jobs and Economic Opportunity which focuses in part on creating “a broad spectrum of business opportunities”.

SUMMARY OF RECOMMENDATIONS:

The information presented in this report supports adoption of an ordinance approving the development agreement. It is recommended that the Commission consider this information together with testimony provided at the public hearing, and make a recommendation to the City Council.

PLANNING COMMISSION ACTION:

The Commission will be taking action on a resolution making a recommendation to the City Council regarding the Travel Center Development Agreement Ordinance.

Motion 1a: Move to adopt the Resolution recommending adoption of an Ordinance adopting the Development Agreement for the Madera Travel Center project at the southeast corner of the intersection of the Avenue 17/Freeway 99 interchange, pursuant to the findings outlined below.

Findings:

- The development agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, by implementing the C (Commercial) land use designation called for in the General Plan.
- The proposal, which provides for the development of a travel center, is compatible with the uses authorized in, and the regulations prescribed for, the C (Commercial) General Plan designation and C-2 (Heavy Commercial) zone district.
- The development agreement is fair, just, and reasonable in light of both the scope of the project and the terms of the agreement, and is prompted by the necessities of the project, which require that development of the project be allowed under a defined set of requirements and with a defined fee structure.
- The development agreement serves to encourage the achievement of growth management policies and objectives, and is in conformity with public convenience, general welfare and good land use practice. The agreement facilitates the extension of urban infrastructure within the designated Urban Growth Boundary and within the sphere of influence to and through properties, which are presently inside the City limits or within the likely path of

annexation. The proposal will not adversely affect the orderly development of property or the preservation of property values.

(OR)

Motion 2a: Move to continue the public hearing to a date specified, for the following reasons or in order for the following information to be provided: (please specify date and reasons for continuance)

ATTACHMENTS

Resolution
Ordinance
Development Agreement

RESOLUTION NO. _____

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR THE MADERA TRAVEL CENTER PROJECT AT THE SOUTHEAST CORNER OF THE AVENUE 17/FREEWAY 99 INTERCHANGE.

WHEREAS, the approval of an ordinance has been requested to approve and adopt a development agreement for the proposed Madera Travel Center project at the southeast corner of the Avenue 17/Freeway 99 interchange; and

WHEREAS, the City of Madera, acting as the Lead Agency, certified an Environmental Impact Report for the project in compliance with the California Environmental Quality Act in conjunction with its consideration of various applications for conditional use permits, site plan reviews, and other approvals in support of the overall Travel Center project on August 16, 2016; and

WHEREAS, the Planning Commission has completed its review of the proposed development agreement ordinance and evaluated the information contained in the Environmental Impact Report and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.
2. The Planning Commission hereby recommends the City Council adopt the ordinance approving and adopting the development agreement for the Madera Travel Center project.
3. This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 15TH day of November, 2016, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Kenneth Hutchings, Chairperson
City Planning Commission

Attest:

Christopher F. Boyle
Planning Director

ORDINANCE NO. _____ .

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AND ADOPTING THE DEVELOPMENT AGREEMENT BETWEEN LOVE'S TRAVEL STOPS AND COUNTRY STORES AND THE CITY OF MADERA

WHEREAS, at its August 16, 2016 meeting, the Planning Commission approved various applications in support of the development of the Madera Travel Center project, located on approximately 25 acres of a 48.36 acre parcel at the southeast corner of the intersection of Avenue 17 and Freeway 99; and

WHEREAS, the approved Madera Travel Center Project is comprised of an 11,981 square-foot Travel Stop building, including 7,965 square feet within the store portion and a 4,016 square foot branded food restaurant(s) with drive-through, served by on-site parking for passenger vehicles and trailer trucks. Gasoline and diesel fuel, and propane will be sold on site, with nine covered fuel islands for trucks, and nine separate fuel islands for automobiles, as well as truck scales, oil-water separator, RV dump, and both above ground diesel fuel tanks and underground gasoline tanks, and an underground diesel exhaust fluid tank; and

WHEREAS, an environmental impact report was certified in conjunction with the approval of the Madera Travel Center project on by the Planning Commission on August 16, 2016; and

WHEREAS, Government Code Sections 65864 through 68569.5 provide the statutory authority for development agreements between municipalities and persons owning real property interest in the City; and

WHEREAS, pursuant to Government Code Section 65865 the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements as set forth in § 10-3.1701 et. Seq. of the Madera Municipal Code; and

WHEREAS, the City received an application to consider a development agreement in conjunction with the Madera Travel Center.

WHEREAS, the proposed Development Agreement has been reviewed by City staff and the Planning Commission in conformance with the applicable requirements of Government Code and the Madera Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. The provisions of the Development Agreement are consistent with the objectives, policies, general land uses and programs specified by the General Plan and the Zoning Ordinance, as amended.

SECTION 2. The Development Agreement is within the scope of the previously certified environmental impact report.

SECTION 3. The Development Agreement contains all information required by the California Government Code and Section 10-3.1702 of the Madera Municipal Code.

SECTION 4. The City Council finds that the development of a travel center, as contemplated by the Development Agreement, is compatible with the uses authorized in, and the regulations prescribed for, the C (Commercial) General Plan designation and C2 (Heavy Commercial) zone district.

SECTION 5. The Development Agreement is fair, just, and reasonable in light of both the scope of the project and the terms of the agreement, and is prompted by the necessities of the project which require that development of the project be allowed under a defined set of requirements and with a defined cost structure.

SECTION 6. The Development Agreement serves to encourage the achievement of growth management policies and objectives, and is in conformity with public convenience, general welfare and good land use practice. The agreement facilitates the extension of urban infrastructure within the designated Urban Growth Boundary and within the sphere of influence to and through properties which are presently inside the city limits or within the likely path of annexation. The proposal will not adversely affect the orderly development of property or the preservation of property values.

SECTION 7. The City Council hereby approves the Development Agreement substantially in the form attached hereto as Exhibit A, subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.

SECTION 8. The Mayor of the City of Madera is hereby authorized and directed to execute the Agreement on behalf of the City of Madera.

SECTION 9. The City Clerk is directed to transmit the Development Agreement to the County Recorder for recordation no later than ten (10) days after the adoption of this ordinance.

SECTION 10. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 11: This Ordinance shall not be codified in the Madera Municipal Code.

DEVELOPMENT AGREEMENT

BETWEEN THE CITY OF MADERA, LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013 AND TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013, AND LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

THIS DEVELOPMENT AGREEMENT ("Development Agreement") is entered into to be effective on the date it is recorded with the Madera County Clerk/County Recorder (the "Effective Date"), between **THE CITY OF MADERA**, a California general law city ("City"); **LISA M. GUZMAN, TRUSTEE OF THE BYPASS TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013, AND TRUSTEE OF THE SURVIVOR'S TRUST UNDER THE GUZMAN LIVING TRUST DATED MAY 13, 2013**, (collectively, "Landowner"); and **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation ("Developer").

RECITALS

A. The Legislature of the State of California has adopted California Government Code Sections 65864-65869.5 ("Development Agreement Statute") which authorizes a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries or in unincorporated territory within a city's sphere of influence for the development of such property in order to, among other things: encourage and provide for the development of public facilities; to support development projects; provide certainty in approval of development projects in order to avoid a waste of resources and escalation in project costs and encourage an investment in and commitment to comprehensive planning which will make maximum efficient utilization of resources at the least economic cost to the public land; and provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules, and regulations and subject to the conditions of approval of such projects, as provided in such annexation and/or development agreements.

B. Landowner owns an approximately 50 acre parcel of real property located within the City, near the northern edge of the City limits, at the Avenue 17/State Route 99 ("SR 99") interchange (APN 013-240-003)(the "Property"), as particularly described on Exhibit A.

C. Developer intends to develop approximately 25 acres of the Property, as generally depicted on Exhibit B (the "Project Site"), as a full service travel center, to include an approximately 11,981 square-foot travel stop building, comprised of an approximately 7,965 square foot convenience store and 4,016 square foot branded restaurant with drive-through, served by on-site parking for passenger vehicles and trailer trucks, nine covered fuel islands for trucks and nine separate fuel islands for automobiles, as well as a truck tire care facility and approximately 4,400 square foot branded restaurant (in proposed areas separate from the travel stop building), truck scales, a hotel, a self-storage facility and an RV and boat storage facility, and other related services and amenities for the motoring public, including a historical pedestrian plaza in the southwest corner of Avenue 17 and Sharon Boulevard, which will address a part of Madera history (the "Project"). The remaining undeveloped portion of the Property will be separated from the travel center site through a parcel map.

D. At the time the Property is developed, Developer will be required to construct certain off-site public infrastructure improvements, which was a condition of regulatory approval of the Project, including the development approvals described in the Recitals, such improvements will include roadway improvements, freeway ramp improvements, sanitary sewer lines, storm drainage improvements, a water well and water lines and certain other utility and general improvements that will provide benefits to City and other property owners near the Developer's property who may wish to develop their properties in the future. City has agreed to reimburse Developer for a portion of the costs of constructing such off-site infrastructure improvements, and to credit Developer for a portion of the otherwise applicable development impact fees. The City Council finds and

determines that the aggregate amount of such reimbursement and credit will be less than the cost of such improvements and has further found that the City will not maintain any proprietary interest in the Project.

E. Pursuant and subject to the Development Agreement Statute, the City's Municipal Code and the City's police powers, City is authorized to enter into binding agreements with persons having legal or equitable interest in real property located within the City's municipal boundaries thereby establishing the conditions under which such property may be developed in the City.

F. City has granted the Developer a series of Development Approvals (as defined herein below) to implement the Project, which are incorporated and made a part of this Agreement. The Developer desires to receive the assurance that it may proceed with the Project in accordance with the existing land use ordinances, subject to the terms and conditions contained in this Agreement and to secure the benefits afforded the Developer by Government Code §65864.

G. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project, provide the certainty necessary for the Developer to make significant investments in public infrastructure and other improvements, assure the timely and progressive installation of necessary improvements, provide public services appropriate to each stage of development, establish phasing for the orderly and measured build-out of the Project consistent with the General Plan and the desires of the City to assure integration of the new development into the existing community.

H. The terms and conditions of this Development Agreement have undergone extensive review by the staff of the City, the City's Planning Commission, and the City Council of City and have been found to be fair, just, and reasonable.

I. City's City Council finds and determines that it will be in the best interests of City's citizens and the public health, safety, and welfare will be served by entering into this Development Agreement.

J. All of the procedures of the California Environmental Quality Act have been met with respect to the Project and this Development Agreement by the approval of Planning Commission Resolution No: 1812 adopted on August 16, 2016, which certified the final Environmental Impact Report for the Madera Travel Center dated July, 2016 (the "EIR").

K. City's City Council has approved this Development Agreement by Ordinance No. _____ adopted and effective on _____, 2016.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE RECITALS AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS.** In this Development Agreement, the following words and phrases shall have the meanings ascribed below:

A. "County" is the County of Madera.

B. "Development Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Existing Development Approvals for the payment of fees, including impact fees and mitigation fees, or other monetary payments or exactions, imposed by City in order to lessen, offset, mitigate, or compensate for the impacts of new development on the environment or other public interests, whether such

exactions constitute impositions made under Development Approvals or the City's General Regulations. The applicable Development Exactions in effect under the Existing Land Use Regulations are set forth in Exhibit C.

C. "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by City in connection with the development of the Property, including, but not limited to:

- (1) Site Plan Reviews;
- (2) Tentative and final parcel and/or subdivision maps;
- (3) Conditional use or special use permits, variances or other modifications to the City's development regulations;
- (4) Grading and building permits.

D. "Development Plan" means the Existing Development Approvals defined in Section 1(F) below and vested in Section 11 below, which are applicable to development of the Project.

E. "Effective Date" means the date upon which this Development Agreement is recorded with the County Clerk/County Recorder of the County.

F. "Existing Development Approvals" means this Development Agreement and those certain development approvals granted by the City of Madera Planning Commission at its August 16, 2016 meeting, as follows:

- (a) SPR 2015-18: Approving and establishing requirements for the overall development of the Project Site.
- (b) TPM 2016-01: Approving and establishing requirements for division of the subject property into 4 parcels and a remainder.
- (c) CUP 2015-09: Approving and establishing requirements for a changeable copy (gasoline prices) in association with a freeway sign on the Project Site.
- (d) CUP 2015-10: Approving and establishing requirements for the sale of beer and wine as a component of the operations of the travel stop component of the Project.
- (e) CUP 2015-11: Approving and establishing requirements for a drive-thru restaurant as a component of the travel stop component of the Project.
- (f) CUP 2015-12: Approving and establishing requirements for the truck stop component of the Project.
- (g) CUP 2015-13: Approving and establishing requirements for the automotive repair facility (Tire Store) component of the Project.
- (h) CUP 2015-14: Approving and establishing requirements for the sale of beer and wine in conjunction with the freestanding restaurant component of the Project.

- (i) CUP 2015-15: Approving and establishing requirements for a drive-thru component as part of a proposed freestanding restaurant on the Project Site.
- (j) CUP 2015-16: Approving and establishing requirements for a hotel on the Project Site.
- (k) CUP 2015-17: Approving and establishing requirements for a recreational vehicle and boat storage facility on the Project Site.
- (l) VAR 2015-02: allows for the construction of a freeway sign taller than forty feet.
- (m) Final EIR: Environmental Impact Report prepared in conformance with the California Environmental Quality Act and certified by the Planning Commission

G. "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date.

H. "Fee Credit" means that portion of Development Exactions fees which shall be credited by the City to Developer, as specified on Exhibit C and as set forth in Section 8(B) below.

I. "Future General Regulations" means those "General Regulations" adopted by the City after the Effective Date of this Development Agreement.

J. "General Regulations" means those ordinances, rules, regulations, initiatives, policies, requirements, guidelines, constraints, or other similar actions of the City, other than site-specific Project approvals, which affect, govern, or apply to the Property or the implementation of the Development Plan. General Regulations are applicable to more than one property within the City.

K. "Infrastructure Improvements" means collectively, that portion of off-site public improvements to be dedicated to or owned by City and constructed by Developer pursuant to the terms of Section 7 of this Development Agreement, which will be installed at the locations identified on Exhibits E – I, inclusive, and which shall include the Roadway Improvements, Ramp Improvements, Sewer Improvements, Storm Drainage Improvements, Water Well Improvements, Water Line Improvements, and Utility and General Improvements, all as more specifically described in Section 7.

L. "Land Use Regulations" means all ordinances, resolutions, codes, rules regulations, and official policies of City governing the development and use of land, including, without limitation, the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; the provisions for reservation or dedication of land for public purposes; and the design, improvement, and construction standards and specifications applicable to the development of the Property that are a matter of public record on the Effective Date of this Development Agreement. "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation, or official policy, governing:

- (1) The conduct of businesses, professions, and occupations;
- (2) Taxes and assessments;
- (3) The control and abatement of nuisances;
- (4) The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; and

(5) The exercise of the power of eminent domain.

M. "Owner" means the person having a legal or equitable interest in the Property and Project and all successors, transferees, or assigns thereof.

N. "Phase 1 Project" shall mean the 11,981 square-foot travel stop building, comprised of an approximately 7,965 square foot convenience store and 4,016 square foot branded restaurant(s) with drive-through, served by on-site parking for passenger vehicles and trailer trucks, nine covered fuel islands for trucks and nine separate fuel islands for automobiles, a truck tire care facility, truck scales, and an 81 room hotel.

N. "Reimbursement Amount" shall mean the amount set forth in Section 8 below, which shall be payable by City to Developer to reimburse Developer for a portion of the cost and expense of designing and installing the Infrastructure Improvements. The Reimbursement Amount shall be due and payable as set forth in Section 8 below.

O. "State" shall mean the State of California.

P. "Subsequent Development Approvals" means all development approvals required subsequent to the Effective Date in connection with development of the Property.

Q. "Subsequent Land Use Regulation" means any Land Use Regulation adopted and effective after the Effective Date.

R. "Substantially Complete Building Permit Application" shall mean an application or request for a building permit that substantially satisfies the requirements of the General Regulations and the requirements specified in the Existing Development Approvals.

2. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals and all defined terms set forth therein are hereby incorporated into this Agreement as if set forth herein in full. All exhibits attached hereto are incorporated by reference.

3. INTERESTS OF LANDOWNER AND DEVELOPER; BINDING EFFECT OF DEVELOPMENT AGREEMENT. Developer represents that it has an equitable or other interest in the Property sufficient to be bound by this Development Agreement. The Property is hereby made subject to this Development Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of this Development Agreement. Upon recordation of the Development Agreement, the provisions of this Development Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to and assigns of the parties hereto. Developer's right to develop the Property in accordance with the Development Approvals and the terms of this Development Agreement including the obligations set forth herein shall not become effective unless and until Developer acquires the Project Site. Upon conveyance of Landowner's fee interest in the Project Site to Developer, Landowner shall have no further rights or privileges, and shall be fully released from any further liability or obligation under this Development Agreement with respect to the Project Site and the remainder of the Property retained by Landowner.

4. PURPOSE OF THIS AGREEMENT.

A. Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of City's policy of judicious restraints on its police powers, Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with Existing Land Use Regulations subject to the terms of this Development Agreement and City's Subsequent Land Use Regulations. In the absence of this Development Agreement, Developer would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Development Agreement. This Development Agreement, therefore, is necessary to assure Developer that the Project will not be (i) reduced in density, intensity or use, or (ii) subjected to new rules, regulations, ordinances or official policies or delays which are not permitted by this Development Agreement or the Reservation of Authority (as defined in Section 10 below).

B. Mutual Objectives. Development of the Project in accordance with this Development Agreement will provide for the orderly development of the Project. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Project, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The parties believe that such orderly development of the Project will provide many public benefits to City through the imposition of development standards and requirements under the provisions and conditions of this Development Agreement, including without limitation, increased tax revenues, installation of off-site infrastructure improvements, and job creation. Additionally, although development of the Project in accordance with this Development Agreement will restrain City's land use or other relevant police powers, this Development Agreement provides City with sufficient Reservation of Authority during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, Developer will receive assurance that the Project may be developed during the term of this Development Agreement in accordance with the Existing Land Use Regulations and Reservation of Authority.

C. Mutual Benefits; Acknowledgment of Consideration. By this Development Agreement, City and Developer desire to set forth the terms under which Developer will receive certain reimbursements for commercial development and economic performance on the Property. The City has determined to offer Developer reimbursements and credits for a portion of the costs incurred by Developer in its installation of the Infrastructure Improvements because the same will provide significant benefits to City by increasing the capacity of and expanding City's water, storm drainage and sewer service systems, by the installation of traffic signals and a new roadway to promote the orderly flow of traffic and increase City's street network capacity, and otherwise. The aggregate amount of such reimbursement and all credits provided to Developer hereunder will not exceed the actual and reasonable cost incurred by Developer in connection with construction and installation of the Infrastructure Improvements as determined pursuant to Section 8 below. The Project will also promote the economic wellbeing of City by attracting businesses that will provide City with a significant, long-term revenue stream and a source of employment for residents of the community. City and Developer acknowledge and agree that the consideration that is to be exchanged pursuant to this Development Agreement is fair, just, and reasonable.

5. EXHIBITS. The following exhibits are incorporated into and made a part of this Development Agreement by this reference:

- Exhibit A Legal Description of Property
- Exhibit B Depiction of Project Site
- Exhibit C-1 Development Exactions (Fees) and Project Fee Credits
- Exhibit C-2 Traffic and Transportation Mitigation Fees

<u>Exhibit D</u>	General Description of Infrastructure Improvements and Reimbursements
<u>Exhibit E</u>	Depiction of Roadway Improvements/Roadway Work
<u>Exhibit F</u>	Depiction of Sewer Improvements/Sewer Work
<u>Exhibit G</u>	Depiction of Storm Drainage Improvements/Storm Drainage Work
<u>Exhibit H</u>	Depiction of Water Improvements/Water Work
<u>Exhibit I</u>	Depiction of Utility and General Improvements/Utility and General Improvements Work
<u>Exhibit J</u>	Form of Assignment and Assumption Agreement

6. TERM AND TERMINATION.

A. Term. The term of this Development Agreement shall commence on the Effective Date and shall terminate thirty six (36) months from the Effective Date [subject to Section 22(I)], provided, however, that the Term may be extended pursuant to the following:

- 1) If Developer submits a properly completed Substantially Complete Building Permit Application for each building in the Phase 1 Project prior to the expiration of the 36-month initial term, then such term shall automatically be extended to a date forty eight (48) months from the Effective Date, without the need for further action by the Parties. Thereupon, the City shall promptly take action on such applications, as contemplated in Section 7(D)(1) below.
- 2) If the term has been extended as permitted by Section 6(A)(1) of this Agreement and if the Building Permits are issued by the City, as contemplated, then such term shall automatically be extended to a date sixty (60) months from the Effective date, without the need for further action by the Parties.
- 3) If the term has been extended by Section 6(A)(2) of this Agreement and if Developer completes each building in the Phase 1 Project and receives a temporary or final certificate of occupancy within sixty (60) months of the Effective Date, the term of this Agreement shall automatically be extended to a date twenty (20) years from the Effective Date, without the need for further action by the Parties.

B. Termination in the Event of Order or Judgment. This Development Agreement shall terminate and be of no force and effect upon the occurrence of the entry of a final judgment or issuance of a final order after exhaustion of any appeals directed against the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval by the City Council of City of this Development Agreement. In the event that this Agreement or any of the Development Approvals are subjected to legal challenge by a third party, and Developer is unable, or elects not to proceed with the Project due to such legal action, the term of and timing for obligations imposed pursuant to this Agreement shall be automatically tolled during such legal action.

C. Termination of Agreement Does not Terminate Project Approvals. Termination of this Development Agreement shall not constitute termination of any other land use entitlement approved for the Property prior to the Effective Date of this Development Agreement, or to any Subsequent Development Approvals issued by the City during the term of the Agreement. Upon termination of this Development Agreement, no party shall have any further right or obligation hereunder except with respect to (1) any obligation to have been performed prior to such termination, (2) any default in the performance of the provisions of this Development Agreement which has accrued prior to such termination, and/or (3) any provision which is noted to survive such termination, or which, by its nature, is intended to survive such termination. Pursuant to California *Government Code* §66452.6(a) the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

7. DEVELOPER'S PROVISIONS OF INFRASTRUCTURE IMPROVEMENTS; TIMING AND CITY ASSISTANCE.

A. Developer’s Provision of Infrastructure Improvements. If the Project or any portion thereof is constructed, Developer agrees to construct and install the following Infrastructure Improvements:

(1) Roadway Improvements. Developer will construct and install (a) two traffic signals (the "Traffic Signals"); (b) certain street lights, street signage and striping on or along Avenue 17 and Sharon Boulevard; (c) all paving, curbs, gutters and sidewalks to widen Avenue 17 (the "Avenue 17 Street Widening"); and (d) paving, curbs, gutters and a portion of the parkway landscaping and sidewalk (to the extent not being constructed by a third-party developer) for Sharon Boulevard, all as generally described on Exhibit D and at the locations identified on Exhibit E ("Sharon Boulevard Work") (the Traffic Signals, the Avenue 17 Street Widening, the Sharon Boulevard Work and all related improvements are collectively, the "Roadway Improvements" and the associated work, the "Roadway Work").

(2) Freeway Ramp Improvements. Developer will construct and install a dedicated right turn lane on the north bound exit ramp of the Freeway 99 and Avenue 17 interchange, as generally described on Exhibit D and at locations specified on Exhibit E, (the "Ramp Improvements").

(3) Sewer Improvements. Developer will construct and install a sewer line to connect the Property to City's existing sewer system at a point located within Sharon Boulevard, north of Ellis Avenue, as generally described on Exhibit D and at the locations identified on Exhibit E, which pipeline will run from such point north of and then within the Sharon Boulevard right of way (the Sewer Line and all related improvements, collectively, the "Sewer Improvements" and the associated work, the "Sewer Work").

(4) Storm Drainage Improvements. Developer will construct and install approximately an 18" storm drain pipeline within the Avenue 17 right of way and a 30" storm drain pipeline within the Sharon Boulevard right of way to connect to a temporary storm retention basin to be installed by Developer at the southernmost point of the Project site, all as generally described on Exhibit D and to be installed at the locations identified on Exhibit G, and with such temporary storm retention basin to be used until a permanent storm drain connection to the south becomes available (collectively, with all related improvements, the "Storm Drainage Improvements" and the associated work, the "Storm Drainage Work"). Upon completion of the permanent storm retention basin off-site, Developer may remove the temporary detention basin facility and devote that portion of the Project Site to other purposes in conformance with the conditions of approval adopted by the Planning Commission in conjunction its approval of the Existing Development Approvals.

(5) Water Well and Water Line Improvements. Developer agrees to develop a water well site on certain land contiguous to the Property to the South, as shown on Exhibit H (the "Well Site"), with rights to so construct and utilize the Well Site to be secured by City, as depicted on Exhibit H, subject to approval by the City engineer. In addition to the Well Site, Developer shall construct and install a 24" PVC water pipeline connecting the well on the Well Site to the existing City water system at a point north of the Project site, as shown on Exhibit H (collectively, with all related improvements, the "Water Well and Water Line Improvements" and the associated work, the "Water Work"), with any rights in third-party property necessary to complete the Water Work to be secured by City. Any interest of Developer in or to the Well Site (and/or associated infrastructure) shall be dedicated to City in the manner prescribed by the Existing Land Use Regulations after completion of the Water Work and acceptance thereof by the City engineer. Notwithstanding anything to the contrary herein, in the event City is unable to secure third-party rights as contemplated above, City will work with Developer in good faith and with due diligence to provide an alternate location for the Well Site and/or connection point of the subject water pipeline to the City water system, all at City’s expense.

(6) Miscellaneous Street and Utility Improvements. Developer will construct and install (a) median and parkway landscaping; and (b) dry utility trenching, conduits and pull boxes, all as generally described on Exhibit D and at locations identified on Exhibit I (collectively, with all related improvements, the “Utility and General Improvements” and all the associated work, the “Utility and General Improvements Work”).

B. City’s Share of Costs and Expenses. The City’s reasonable and fair share of the costs and expenses associated with designing, constructing and installing the Infrastructure Improvements (based on the relative value of the Infrastructure Improvements to the City and neighboring landowners as compared to the value to Developer and the Project), shall be included in the Reimbursement Amount set forth in Section 8 below.

C. Obligation to Install Infrastructure Improvements as Condition to Certificate of Occupancy; Timing. Developer shall construct and install the Infrastructure Improvements concurrently with and as a condition precedent to the issuance of a certificate of occupancy for any improvement in the Project. All Infrastructure Improvements shall be designed, constructed and installed in accordance with standard engineering and construction industry practices and the Existing Land Use Regulations and, to the extent not addressed by the Existing Land Use Regulations, other applicable codes, rules, City standards, regulations and laws, in a good and workmanlike condition, at Developer’s sole cost and expense (except as provided herein).

D. City Obligations to Assist with the Infrastructure Improvements. In addition to City’s obligation to pay the Reimbursement Amount and Fee Credit to Developer, as set forth in Section 8 below, in connection with Developer’s installation of any of the Infrastructure Improvements, the parties agree as follows:

(1) Cooperation. City shall accept for processing and promptly take action on all applications, provided they are in a proper form and acceptable for required processing, for discretionary permits, tract or parcel maps, building permits, or other land use permits or entitlements for development of the Project, in accordance with the provisions of this Development Agreement and the Development Approvals. City shall cooperate with Developer in providing expeditious review of any such applications, permits, or land use entitlements and, upon request and payment of any costs and/or extra fees associated therewith by Developer, City shall assign to the Project planners, building inspectors, and/or other staff personnel as required to ensure the timely processing and completion of the Project.

(2) Obtaining Easements and Rights of Way. City shall (a) grant to Developer any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements or otherwise develop the Project over, on or under City owned land; (b) assist Developer in obtaining any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements over, on or under County owned land; and (c) secure, in favor of Developer, any necessary temporary or permanent easements or rights-of-way to install, operate, repair, maintain, replace and access the Infrastructure Improvements over, on or under other third-party land, including without limitation, those required in regard to the Well Site and Water Work addressed in Section 7(A)(4) above, and in each case, temporary construction easements for pedestrian and vehicular ingress and egress and vehicular parking and the placing and storing of construction machinery, equipment, supplies, materials, dirt and fill. The parties agree to cooperate in good faith in regard to the foregoing to facilitate obtaining such easements or rights of way as expeditiously as reasonably possible. In any event, City shall promptly provide to Developer a copy of any such easements obtained by City in favor of Developer. In the event the Developer and/or City is unable, after exercising all reasonable efforts, to acquire the real property interests necessary for the construction of such Infrastructure Improvements, as contemplated herein, by the time any final map is filed with the City, the City shall negotiate the purchase of the necessary real property interests to allow the Developer to construct the Infrastructure Improvements as required by this Agreement and, if

necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests.

(3) Approval by City Engineer; Dedication and Acceptance. Upon substantial completion of the Infrastructure Improvements by Developer in accordance with the terms of this Agreement, the City engineer shall inspect and approve the same, which approval shall not be unreasonably withheld or delayed. Upon such approval by City engineer and Developer's dedication of the Infrastructure Improvements to City in the manner prescribed by applicable City codes, ordinances, and regulations, City shall accept the same, subject to Developer's compliance with the Existing Land Use Regulations.

(4) Operation and Maintenance of Infrastructure Improvements; Warranty. Upon acceptance of the Infrastructure Improvements by City, as contemplated above, (a) City shall, at its sole cost and expense, operate and maintain the Infrastructure Improvements in good and working order as part of its public systems; and (b) Developer shall have no further interest in or obligation in regard to the Infrastructure Improvements beyond that inuring to the public in general.

8. FEE CREDIT; CITY OBLIGATION TO REIMBURSE DEVELOPER. Developer, pursuant to this Agreement, will be financing the construction of Infrastructure Improvements that otherwise would be paid for by City or other parties, and that serve other properties or that would be financed by existing City Development Exaction Fees. In consideration of the financing of such improvements by Developer, and in consideration of the substantial public benefits to be achieved by the Project during each year of the term of this Development Agreement, City and Developers agree that Developers shall be entitled to fee credits and reimbursement as provided in this Section 8. Pursuant to this Section 8, City shall offer fee credit and/or reimburse Developer for the City's fair and reasonable share of Developer's reasonable and actual cost and expense incurred in connection with the construction and installation of the Infrastructure Improvements (the "Reimbursement Amount"). Developer shall provide to City satisfactory evidence of such costs and expenses as actually incurred by Developer, as provided by Section 8(J) below.

A. Reimbursement Amount. The total Reimbursement Amount, not including costs associated with the Water Well Improvements or the Ramp Improvements Excess Cost (as defined below), shall not exceed Six Million Eight Hundred Seventy Thousand Dollars (\$6,870,000). This Reimbursement Amount, established based on the maximum reimbursement schedule set forth in Exhibit D, constitutes the City's fair and reasonable share of the Developer's reasonable and actual costs. City and Developer agree that due to the variability of potential costs associated with the Water Well Improvements and the Ramp Improvements, those costs are not fully included in the maximum Reimbursement Amount, but will be reimbursed in accordance with the terms set forth in Section 8(C) and Section 8(D) of this Agreement, respectively. In no event shall the City be required to reimburse an amount above Developer's actual costs and expenses. Developer shall provide to City satisfactory evidence of actual costs and expenses pursuant to Section 8(J) of this Agreement.

B. Fee Credit. To the extent Developer dedicates land, funds or constructs Infrastructure Improvements that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or Infrastructure Improvements benefit other properties, regardless of their size or capacity, City shall provide Developer with credit against the Development Exaction Fees applicable to the Project, as generally set forth in Exhibit C-1. The fee credit shall equal (and shall not exceed) Developer's aggregate hard and soft costs (including land costs, if applicable) actually paid by Developer for the particular Infrastructure Improvement in question. Fee credit shall be given by the City at the time the applicable Development Exaction Fees would otherwise be paid by Developer.

C. Water Well Reimbursement. Upon Developer's completion and City's acceptance of the Water Well Improvements, City shall reimburse to Developer the full and complete actual costs to develop the Water Well, less any fee credits applicable to water well costs that are available to Developer in accordance with Section 8(B),

subject to the terms and conditions set forth in this Section 8(C).

(1) Reimbursable Costs for the Development of the Water Well shall include all items required by the City Engineer to develop and make operational a water well to City Standards. Design and Engineering Costs, City permit and inspection fees, and Contract Overhead not to exceed 10% shall be eligible for reimbursement. Costs shall be documented in the manner described in Section 8(J) of this Agreement.

(2) Prior to the selection of a contractor and commencement of work, Developer shall submit for approval by the City Engineer an itemized cost proposal for all improvements and associated expenses which will be eligible for reimbursement.

(3) Reimbursement for the Water Well Improvements shall be made within 60 days of the City Engineer’s determination of Actual Expenses Costs and Expenses as described in Section 8(J) of this Agreement.

D. Ramp Improvement Excess Cost. As set forth in Exhibit D, the total Reimbursement Amount includes estimated costs for the Ramp Improvements of One Million Ninety Thousand Seventy Six Dollars (\$1,090,076). The Parties recognize and agree that the actual cost of the Ramp Improvements may substantially deviate from the estimated cost shown in Exhibit D due to design changes that may be required by Caltrans after the Effective Date (such increased costs, the “Ramp Improvement Excess Costs”). City shall reimburse to Developer the full and complete actual costs to develop the Ramp Improvements up to a maximum total cost of Two Million Dollars (\$2,000,000), less the amount of One Million Ninety Thousand Seventy Six Dollars (\$1,090,076), if paid to Developer pursuant to Sections 8(E) and 8(F), subject to the terms and conditions set forth in this Section 8(D).

(1) Reimbursable Costs for the development of the Ramp Improvements shall include all items required by Caltrans, in consultation with the City. Design and Engineering Costs, City or Caltrans permit and inspection fees, and Contract Overhead not to exceed 10% shall be eligible for reimbursement. Costs shall be documented in the manner described in Section 8(J) of this Agreement.

(2) Prior to the selection of a contractor and commencement of work, Developer shall submit for approval by the City Engineer an itemized cost proposal for all improvements and associated expenses which will be eligible for reimbursement.

(3) Reimbursement for the Ramp Improvement Excess Costs shall be made through Supplemental Payments pursuant to Section 8(G), below.

(4) To the extent that the actual cost of Infrastructure Improvements (not including costs associated with the Water Well Improvements or the Ramp Improvements Excess Cost) are below the total Reimbursement Amount, the difference shall be subtracted from the amount of the Ramp Improvement Excess Cost otherwise payable to Developer under this Section.

E. Partial Lump Sum Reimbursement at Completion and Acceptance of Infrastructure Improvements. In addition to any amount of fee credits or reimbursements made to Owner pursuant to Sections 8(B) through 8(D) of this agreement, upon Owner’s completion and City’s acceptance of all Infrastructure Improvements as defined in this Agreement, City shall reimburse to Owner a sum of not less than one million dollars (\$1,000,000). Any amount the City elects to reimburse to Owner in excess of \$1,000,000 pursuant to this Section may be credited against the amount to be reimbursed to Owner pursuant to Section 8(F) below. Partial Reimbursement of the Infrastructure Improvements pursuant to this Section shall be made within 60 days of the City’ Engineer’s determination of Actual Expenses Costs and Expenses as described in Section 8(J) of this Agreement.

F. Partial Lump Sum Reimbursement After One Year of Phase 1 Project Operation. In addition to any amount of fee credits or reimbursements made to Owner pursuant to Sections 8(B), 8(C) 8(D) and 8(E) of this agreement, upon the one-year anniversary of the issuance of a certificate of occupancy for the final building to be occupied in the Phase 1 Project, City shall reimburse to Owner an amount equal to the lesser of: (1) the actual, total combined costs for all Roadway Improvements and Traffic and Transportation Mitigation Fees, less any amount reimbursed to Developer pursuant to Section 8(E) of this Agreement; or (2) the sum of Five Million Two Hundred Thousand Dollars (\$5,200,000), less any amount reimbursed or scheduled to be reimbursed to Developer pursuant to Section 8(E) of this Agreement.

G. Reimbursement From Future Sales Taxes and Transient Occupancy Taxes- “Supplemental Payment”. In addition to fee credits and reimbursements provided pursuant to Sections 8(B) through 8(F) of this agreement, in order to reimburse Developer for a portion of the Developer’s unreimbursed cost of the Infrastructure Improvements, City agrees to make periodic supplemental reimbursement payments (“Supplemental Payments”) to Developer in the amounts, at the times, and subject to the terms and conditions set forth in this Section 8(G).

(1) Calculation of Supplemental Payments. The Supplemental Payments required to be made by City hereunder shall be calculated based upon the amount of Sales Taxes and Transient Occupancy Tax generated by the Project Site. “Sales Taxes” shall mean the sales tax revenues from the imposition of the Bradley-Bums Uniform Sales and Use Tax Law (commencing with Section 7200 of the Revenue and Taxation Code), as the same may be amended from time to time, that the California State Board of Equalization (“SBOE”) determines are generated by the Project Site and are paid to the City. Any sales tax revenues generated by the Project Site that the SBOE determines are payable to any jurisdiction other than City shall be excluded in the calculation of Sales Taxes hereunder. “Transient Occupancy Tax” shall mean the special tax levied within the City of Madera pursuant to Chapter 4 of Title VIII of the Madera Municipal Code on the privilege of occupying a room or rooms, or other living space, in a hotel or other transient lodging facility where the occupancy is less than 30 days. In no event shall the Supplemental Payments required to be made hereunder be secured by the City’s general fund.

(2) Timing of Supplemental Payments. The Supplemental Payments shall be made by the City semi-annually, in arrears, no later than May 15th (for the preceding July 1st through December 31st period) and November 15th (for the preceding January 1st through June 30th period). The first calendar year for which Supplemental Payments are made shall be the second calendar year during which the Project is open to the public for business and Sales Taxes and Transient Occupancy Taxes are generated. After the supplemental payments commence, City’s obligation shall continue until the earlier of (a) the expiration of the term of this Development Agreement, or (b) the date on which the total amount of Supplemental Payments made to Developer pursuant to this Section, plus the fee credits and reimbursements previously received by Developer pursuant to Sections 8(B) through 8(F), equal the total Reimbursement Amount.

(3) Amount of Supplemental Payment. For each calendar year for which Developer is entitled to receive a Supplemental Payment hereunder, the Supplemental Payment for such calendar year shall be not less than one-half of the total combined amount of Sales Tax and Transient Occupancy Tax generated by the Project Site and received by the City.

(4) Calculation of Supplemental Payment. The City, prior to making each semi-annual Supplemental Payment, shall determine the total Sales Taxes and Transient Occupancy Tax generated from the Project Site during the prior semi-annual period and actually paid to the City for such period based on the data provided by the SBOE (Sales Tax) and the operator of the Project Site Hotel (Transient Occupancy Tax) to City, and based upon such determination and the formula described in Section 8(G)(3) above, the amount of the applicable semi-annual Supplemental Payment. Such determination as between City and Developer shall be conclusive and binding on City and Developer, except that either party shall have the right to

contest the Sales Tax data provided by SBOE in accordance with the procedures available under applicable law. If any final decision in such contest results in a recalculation of such data, then the parties shall make such adjustments in the amounts credited pursuant to this Section as are necessary to reflect the final determination. In the event that Developer is entitled to receive a Supplemental Payment for the prior semiannual period in accordance herewith, then City shall, in the ordinary course of business, remit the amount of the Supplemental Payment to Developer.

(5) Developer Cooperation. Developer shall cooperate with City in providing to City such information that Developer may have regarding Sales Taxes and Transient Occupancy Taxes, subject to any nondisclosure or confidentiality provisions in Developer’s leases with its tenants, if any. Specifically, Developer shall provide and shall require any of its tenants, licensees, franchisees or transferees to provide to City copies of the quarterly sales tax reports submitted to the SBOE concurrently with submission to the SBOE.

H. Reimbursement from Benefited Properties. The parties recognize that certain of the Infrastructure Improvements will significantly benefit the future development of other properties (the “Benefited Properties”). To facilitate equitable distribution of costs among benefitted properties, the City shall require that all individual developers of Benefited Properties reimburse the City for their fair share costs of the Infrastructure Improvements paid for by Developer. For each Benefited Property, full reimbursement shall be required as a condition precedent to the issuance of the first building permit for that Benefited Property. The City shall implement this requirement through the imposition of a condition of approval on the use permit or first tentative subdivision map of any nature approved for each Benefited Property and/or as a requirement of any development agreement entered into for a Benefited Property. The City shall not be obligated to pay reimbursements to Developer from funds received from individual developers of Benefited Properties. City shall have the option to utilize any such funds it collects to make the Annual Supplemental Payment to the Developer in lieu of using Sales Tax and Transient Occupancy Tax generated by the Project Site.

I. Waiver of Further Reimbursement. Except for the Reimbursement Amount, as set forth in this Development Agreement, Developer hereby waives all rights to any other reimbursements in relation to the Infrastructure Improvements.

J. Developer's Cost Documentation. Within ninety (90) days of City’s acceptance of the Infrastructure Improvements, Developer shall provide City with evidence of actual and reasonable costs and expenses for the Infrastructure Improvements for which reimbursements are to be made, in order to determine the final Reimbursement Amount. Such evidence shall include executed contracts, invoices, cancelled checks, and other documents reasonably required by the City engineer to determine the reasonable and actual costs of the Infrastructure Improvements, together with a written certification signed by an officer of Developer setting forth hard and soft costs paid by Developer for the Infrastructure Improvements (the “Developer's Cost Documentation”). The actual Reimbursement Amount and the Fee Credit shall be determined in the reasonable discretion of the City Engineer, in good faith, based on the Developer's Cost Documentation.

K. Right to Reimbursement. All rights to reimbursement shall be personal to the Developer and such rights shall not run with the Property. Notwithstanding the foregoing, Developer may transfer or convey its right to fee credit or reimbursement to a third party, upon written notification to the City of said transfer or conveyance.

L. Term for Credits and Reimbursements. City shall not be obligated to pay any funds to Developer toward the Reimbursement Amount following the expiration of the term of this Development Agreement.

M. Installation of Monuments as Condition Precedent to Reimbursements. The installation of monuments required in conjunction with the approval and recordation of Parcel Map creating the Project Site (TPM 2016-01) shall occur prior to the issuance of any reimbursements specified in Section 8 of this Agreement.

9. CONSTRUCTION OF HISTORIC PEDESTRIAN PLAZA. Notwithstanding any other provision of this Agreement, Developer shall construct and complete the Historic Pedestrian Plaza as identified in Recital C and the Existing Development Approvals, no later than issuance of a certificate of occupancy for the final building to be occupied in the Phase 1 Project.

10. RESERVATION OF AUTHORITY. The following shall be referred to as City’s “Reservation of Authority”:

A. Limitations, Reservations, and Exceptions. Notwithstanding any other provision of this Development Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

- (1) Processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals, provided such fees are consistent with fees and charges imposed generally by City on all new development.
- (2) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.
- (3) Regulations governing construction standards and specifications, including, without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Fire Code.
- (4) Regulations which are in conflict with the Development Plan provided Developer has given written consent to the application of such regulations to development of the Property.
- (5) Regulations required to be adopted by changes in State or Federal law.

B. Subsequent Development Approvals. This Development Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying the Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Development Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or Subsequent Land Use Regulations not in conflict with the Development Plan.

C. Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more of the provisions of this Development Agreement, such provisions of this Development Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations and the remainder of this Development Agreement shall remain in full force and effect.

D. Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City. This Development Agreement does not limit the authority of such other public agencies.

11. DEVELOPMENT OF THE PROPERTY; TIMING AND CHANGES/AMENDMENTS.

A. Rights to Develop. Subject to the terms of this Development Agreement, Developer shall have a vested right to develop the Project in accordance with and to the extent of the Development Plan. The Project shall be subject to all Subsequent Development Approvals, if any, required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Development Agreement, the permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, and provisions

for reservation and dedication of land for public purposes shall be those set forth in the Development Plan. In addition, City agrees that (i) the City shall not require any additional land dedications, additional construction of infrastructure improvements or any additional impact mitigation measures beyond those required by the Existing Land Use Approvals, including this Development Agreement, in connection with, and as a condition to, the development and construction of any portion of the Project, and the Project shall not be subject to any such additional requirements imposed pursuant to Future General Regulations or Subsequent Land Use Regulations; and (ii) the Development Exactions imposed in connection with, and as a condition to, the development and construction of any portion of the Project shall be limited to the Development Exactions as set forth on Exhibit C and the Project shall not be subject to any additional Development Exactions imposed pursuant to Future General Regulations or Subsequent Land Use Regulations.

B. Timing of Development. It is anticipated that the Infrastructure Improvements will be constructed in conjunction with Developer's development of its travel center and related improvements on the Project Site, as referenced in Recital C. The parties acknowledge that Developer cannot at this time predict when or the rate at which the Project Site will be developed, since the same depends upon numerous factors which are not within the control of Developer, including without limitation, timing of Developer obtaining fee title to the Project Site, delay in obtaining necessary easement or other rights in third-party property, and market and weather conditions. Since the California Supreme Court held in *Pardee Construction v. City of Camarillo*, 37 Cal. 3d 465 (1984) that the failure of the parties in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Project Site in such order and at such rate and at such times as Developer deems appropriate within the exercise of Developer's subjective business judgment, subject only to any timing requirements set forth in the Existing Development Approvals and the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Project Site shall be deemed to conflict with the Existing Development Approvals and therefore shall not be applicable to the development of the Project Site.

C. Effect of Development Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Development Agreement, the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the property, the maximum height and size of proposed buildings, and the design, improvement, and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. City shall exercise its lawful reasonable discretion in connection with Subsequent Development Approvals in accordance with the Development Plan, and as provided by this Development Agreement. City shall accept for processing, review, and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters. City may, at the request of Developer, contract for planning and engineering consultant services to expedite the review and processing of Subsequent Development Approvals, the cost of which shall be borne by Developer.

D. Amendments and Modifications.

(1) Major Amendments. Any amendment to this Development Agreement which affects or relates to (a) the term of this Development Agreement; (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Property or the maximum height or gross square footage of proposed buildings; or (f) monetary contributions by Developer, shall be deemed a "Major Amendment" and shall require giving of notice and a public hearing before the Planning Commission and City Council. Any amendment which is not a Major Amendment shall be deemed a Minor Modification (as further defined in and) subject to Section 11(D)(2) below. The City Manager or his or her delagee shall have the authority, in his or her reasonable discretion, to determine if an amendment is a Major

Amendment subject to this Section 11(D)(1) or a Minor Modification subject to Section 10(D)(2) below. The City Manager’s determination may be appealed to the City Council.

(2) Minor Modifications. The parties acknowledge that refinement and further implementation of the Project may demonstrate that certain minor changes may be appropriate with respect to the details and performance of the parties under this Development Agreement. The parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Development Agreement. If and when the parties find that clarifications, minor changes, or minor adjustments are necessary or appropriate and do not constitute a Major Amendment under Section 11(D)(1) (each a “Minor Modification”), they shall effectuate such Minor Modification through a written instrument executed by the Developer and City Manager. Unless otherwise required by law or the Municipal Code, no Minor Modification shall require prior notice or hearing, nor shall it constitute an amendment to this Development Agreement.

12. PERIODIC REVIEW FOR COMPLIANCE WITH DEVELOPMENT AGREEMENT. In accordance with California Government Code Section 65865.1, City shall review this Development Agreement at least once during every twelve (12) month period from the Effective Date of this Development Agreement, at which time Developer shall demonstrate good faith compliance with the terms of this Development Agreement, as reasonably requested by City.

13. AMENDMENT OR CANCELLATION OF DEVELOPMENT AGREEMENT. This Development Agreement may be amended or canceled in whole or in part only by mutual consent of the parties and in the manner provided for in California Government Code Sections 65867, 65867.5, and 65868. The provisions of this Section do not impact the rights or remedies of the parties (including without limitation, the right to terminate this Development Agreement) in the case of a Developer Default or City Default, as addressed in Section 14 below.

14. EVENTS OF DEFAULT; REMEDIES.

A. Default By Developer; City’s Remedies. Developer is in default under this Development Agreement (a “Developer Default”) if City makes a finding and determination that upon the basis of substantial evidence (as provided to Developer) the Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement for ninety (90) days after receipt of written notice thereof, or such longer cure period as agreed to by City. In the case of a Developer Default, City shall conduct a hearing utilizing the periodic review procedures of Section 12 before City may terminate this Development Agreement. In such case, Developer acknowledges that City shall have such termination right because the remedies provided by law, including, but not limited to, damages, are deemed by City to be inadequate to fully remedy a Developer Default and due to the extreme difficulty of assessing with certainty damages for such Developer Default. The above notwithstanding, if City elects to terminate this Development Agreement, the Developer may challenge such termination by instituting legal proceedings, in which event the court shall exercise its review, based on substantial evidence, as to the existence of cause for termination.

B. Default By City; Developer’s Remedies. City is in default under this Development Agreement (a “City Default”) if Developer makes a finding and determination that upon the basis of substantial evidence (as provided to City), City has not complied in good faith with one or more of the material terms or conditions of this Development Agreement for ninety (90) days after receipt of written notice thereof, or such longer cure period as agreed to by Developer. In the case of a City Default, Developer may pursue any legal or equitable remedies available to it under this Development Agreement or otherwise.

C. Waiver and Nature of Remedies. No default under this Development Agreement can be waived unless in writing. Waiver of any one default shall not be deemed to be a waiver of any other default of the same or

any other provision hereof. Failure or delay in giving written notice of default shall not waive a party's right to give future notice of the same or any other default. Remedies under this Development Agreement shall be deemed cumulative and not exclusive.

D. Limitation of Liability. Notwithstanding anything in this Development Agreement to the contrary, neither party, under any circumstances, shall be liable to the other party for any punitive or exemplary damages arising out of this Development Agreement. This Section 14(D) shall survive termination of the Development Agreement.

15. UNIFORM CODES. This Development Agreement does not prevent the City from adopting and amending in compliance with State law certain Uniform Codes which are based on recommendations of a multi-state professional organization and which become applicable throughout the City -- including that portion of the Property subject to this Development Agreement. Such Uniform Codes include, but are not limited to, the *Uniform Building Code, Uniform Mechanical Code, National Electrical Code, and Uniform Fire Code.*

16. PREVAILING WAGE COMPLIANCE. Developer shall comply with all state and federal labor laws, including without limitation, those requiring the payment of prevailing wage. All fee credits and the Reimbursement Amount are intended to compensate Developer for no more than the cost associated with the construction and installation of Infrastructure Improvements required as a condition of regulatory approval. In accordance with California Labor Code Section 1720(c)(2), such compliance shall require Developer to pay prevailing wages in connection with the construction of and installation of all Infrastructure Improvements for which Developer is receiving a portion of the Reimbursement Amount or fee or fee credits, but not in connection with the construction of any other portion of the Project.

17. LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT. In regard to Avenue 17 and Sharon Boulevard median landscaping comprising part of the Infrastructure Improvements, City and Developer agree to reasonably cooperate in either (i) the creation of a landscape and lighting maintenance district ("LMD"); or (ii) annexing the relevant landscaping site into existing Zone 51 LMD, pursuant to California Streets and Highways Code Section 22500, et seq., for purposes of the payment of operation, maintenance and other covered costs associated with the such landscaping and lighting improvements. In the event City desires to create a new LMD, Developer agrees to reasonably cooperate in the proceedings for such creation by not opposing the formation of the LMD and, as applicable, casting a vote in favor of the LMD's creation; provided that the initial amount of the maximum assessment shall be in accordance with the Engineer's Report prepared for the LMD, and annual adjustments to the special tax shall not exceed the rate of inflation.

18. PUBLIC HEALTH AND SAFETY CONCERNS; APPLICATION OF FUTURE REGULATIONS.

A. This Development Agreement does not prevent the City from adopting Future General Regulations and applying such Future General Regulations to the Project and the Property, provided that City's City Council adopts findings that a failure to apply such Future General Regulations would create a fire, life, or safety hazard. These findings shall be based upon substantial evidence in the record from a hearing conducted by City's City Council as to which the Developer was provided at least ten (10) days advance written notice.

B. Notwithstanding subsection (A) above, the City shall not apply to the Project or the Property any Future General Regulations which prevent, preclude, or unreasonably delay or alter or in any way affect the implementation of all or any portion of the Development Plan, unless City's City Council, in accordance with subsection (A) above, also makes a finding that such Future General Regulations are reasonably necessary to correct or avoid such injurious or detrimental condition. Any Future General Regulations applied to the Project or the Property pursuant to this subsection shall only apply for the duration necessary to correct and avoid such injurious or detrimental condition.

19. ASSIGNMENT, TRANSFER OR SALE.

A. Right to Assign. Developer shall have the right to sell, transfer or assign the Project Site in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any person, partnership, joint venture, firm, corporation or other entity at any time during the term of this Development Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of the rights (including the right to receive all or any portion of the Reimbursement Amount), duties, and obligations arising under or from this Development Agreement to the extent reasonably applicable to the transferred portion of the Property and be made in strict compliance with the following conditions precedent:

- (1) No sale, transfer, or assignment of any right or interest under this Development Agreement shall be made unless made together with the sale, transfer, or assignment of all or a part of the Property. Developer agrees to provide specific notice of this Development Agreement, including the record or document number, where a true and correct copy of this Development Agreement may be obtained from the County Clerk/County Recorder of the County of Madera, in any grant deed or other document purporting to transfer the title or an interest in the Property during the term of this Development Agreement or any extension thereof.

- (2) Concurrent with any such sale, transfer, or assignment, or within fifteen (15) business days thereafter, Developer shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed Assignment and Assumption Agreement, substantially in the form specified in Exhibit J, by the purchaser, transferee, or assignee, providing therein that the purchaser, transferee, or assignee expressly and unconditionally assumes all the duties and obligations of the Owner/Developer under this Development Agreement to the extent allocable to the portion of the Property transferred, other than duties that are expressly reserved and retained by the transferor in such agreement, where the transferor still owns a portion of the Property. Any sale, transfer, or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Developer under this Development Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required under this section, the burdens of this Development Agreement shall be binding upon such purchaser, transferee, or assignee, to the extent allocable to the portion of the Property transferred, but the benefits of this Development Agreement shall not inure to such purchaser, transferee, or assignee until and unless such assumption agreement is executed.

- (3) Reorganization Not an Assignment. Notwithstanding anything to the contrary set forth above, the following shall not be deemed an assignment under this Development Agreement: (i) any sale, pledge, assignment or other transfer of all or a portion of the Project Site to an entity directly controlled by Developer or its affiliates and (ii) any change in Developer entity form, such as a transfer from a corporation to a limited liability company or partnership, that does not affect or change beneficial ownership of the Project Site; provided, however, in such event, Developer shall provide to City written notice, together with such backup materials or information reasonably requested by City, within thirty (30) days following the date of such reorganization or City's request for backup information, as applicable.

B. Release of Transferring Owner. Notwithstanding any sale, transfer, or assignment, Developer or any successor Owner thereof shall continue to be obligated under this Development Agreement unless Developer or such subsequent Owner is given a release in writing, signed by City, which release shall be provided by City upon the full satisfaction by Developer or such subsequent Owner of all of the following conditions:

- (1) Developer or Owner no longer has a legal interest in all or any part of the Project site except as a beneficiary under a deed of trust; or if such requested release relates only to a portion of the Project site, Developer or Owner no longer has a legal interest in such portion of the Project site except as a beneficiary under a deed of trust.
- (2) Developer or Owner is not then in default under this Development Agreement beyond the applicable cure period.
- (3) Developer or Owner or purchaser has provided City with the notice and executed assumption agreement required under Section 19(A)(2) above.
- (4) Developer or Owner has reimbursed City for any and all reasonable City costs associated with Developer or Owner's transfer of all or a portion of the Property.

20. NOTICE. Unless expressly provided otherwise in this Development Agreement, any notices, reports, communications, and payments hereunder must be in writing and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) facsimile transmission, addressed as follows (unless written notice of change thereof is provided):

To City:
 City Clerk
 City of Madera City Hall
 205 West Fourth Street
 Madera, California 93637
 Facsimile: _____

To Developer:
 Love’s Travel Stops & Country Stores, Inc.
 10601 N. Pennsylvania Ave.
 Oklahoma City, OK 73120
 Attention: Kym VanDyke, Project Manager
 Facsimile: (405) 463.3581

With copy to (at same address):
 City Attorney
 Facsimile: _____

With copy to (at same address):
 General Counsel and Director of Legal Services
 Facsimile: (405) 463.3576

To Landowner
 [NAME & ADDRESS TO BE INSERTED]

Notice shall be deemed received on the earlier of (a) actual receipt, (b) 3 business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier, or (d) if by facsimile transmittal, upon receipt of proof of transmission. Any notice or communication not received because of a change of address or facsimile number, without notice to the other party thereof, or refusal to accept delivery, will be deemed received, notwithstanding the same, as set forth above.

21. MORTGAGEE PROTECTION. The parties hereto agree that this Development Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property, except as limited by the provisions of this section. City acknowledges that the lenders providing such financing may require certain Development Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such lenders to negotiate in good

faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Development Agreement. Any mortgagee of the Property shall be entitled to the following rights and privileges:

- A. Neither entering into this Development Agreement nor a breach of this Development Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.
- B. The mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Development Agreement.
- C. If City receives a timely request from a mortgagee requesting a copy of any notice of default given to Developer under the terms of this Development Agreement, City shall provide a copy of that notice to the mortgagee within ten (10) days of sending the notice of default to Developer. The mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to Developer under this Development Agreement.
- D. Any mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this Development Agreement. Notwithstanding any other provision of this Development Agreement to the contrary, no mortgagee shall have an obligation or duty under this Development Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any mortgagee in possession shall be subject to the provisions of Section 19 of this Agreement.

22. MISCELLANEOUS.

A. Entire Agreement; Binding Effect. This Development Agreement contains the entire agreement and understanding of Developer and City in regard to the Project and supersedes all negotiations and proposed agreements, whether oral or written, between Developer and City in regard to the subject matter hereof. Each party acknowledges that it has read this Development Agreement and has signed it freely and voluntarily without reliance on any representations or promises made by the other, or the other party's attorneys or representatives, except as expressly set forth in this Development Agreement. This Development Agreement is and shall be binding upon and shall inure to the benefit of the affiliates, subsidiaries, successors, assigns, agents, officers, current employees and administrators of each of Developer and City.

B. Interpretation. Developer and City expressly intend that this Development Agreement shall not be construed against either party, as this Development Agreement was negotiated at arms' length between City and Developer, both of whom were represented by legal counsel, and all of whom contributed to the drafting of this Development Agreement. Any reference within this Development Agreement to a Section shall be construed to reference all Subsections of that referenced Section.

C. Enforcement. Developer and City agree that the Superior Court in Madera County shall have jurisdiction over the implementation and enforcement of this Development Agreement, and shall have the power and authority to make such further or supplemental orders, directions, and other relief as may be necessary or appropriate for the interpretation, enforcement, or carrying out of this Development Agreement.

D. Governing Law. Except as expressly provided in this Development Agreement, all questions with respect to this Development Agreement, and the rights and liabilities of the Developer and City, shall be governed by the laws of the State of California.

E. Further Actions. Each party shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Development Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file of record such required instruments and writings and take any actions as may be reasonably necessary, to implement this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.

F. Counterpart Execution. This Development Agreement may be executed in counterparts. When each party has signed and delivered its respective counterpart to the other party, each counterpart shall be deemed an original, and when taken together will constitute one and the same Development Agreement, which will be binding and effective as to Developer and City.

G. Attorneys' Fees. To the extent permitted by law, if either party commences legal action against the other to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto.

H. Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (and to the extent true), (i) this Development Agreement is in full force and effect and a binding obligation of the parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature of such default. The party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer.

I. Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Development Agreement, all deadlines under this Agreement, including but not limited the deadline for Developer to submit a Substantially Complete Building Permit Application under Section 6(A) shall be extended; and the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such obligation shall be extended where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, acts of terrorism, governmental restrictions or permitting delays imposed or mandated by governmental entities including the City (in the case of another Party relying on the Force Majeure Event), delays in securing or obtaining necessary easements or rights of way, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, seasonal species or habitat surveying or remediation requirements, litigation, or similar bases for excused performance beyond the reasonable control of the party relying thereupon to excuse performance hereunder (each a "Force Majeure Event"). If written notice of such delay is given to City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted by the City Manager in writing for the period of the enforced delay, or longer as may be mutually agreed upon. In any event, the party relying on

any such Force Majeure Event to excuse performance hereunder shall act in good faith, and with due diligence, to recommence performance at the earliest possible date.

J. Indemnity. Developer agrees to and shall defend, indemnify and hold harmless the City, its City Council, boards and commissions, officers, agents, employees, volunteers and other representatives (collectively referred to as “City Indemnified Parties”) from and against any and all loss, liability, damages, cost, expense, claims, demands, suits, attorney’s fees and judgments (collectively referred to as “Damages”), including but not limited to claims for damage for personal injury (including death) and claims for property damage arising directly or indirectly from the following: (1) for any act or omission of Developer or those of its officers, board members, agents, employees, volunteers, contractors, subcontractors or other persons acting on its behalf (collectively referred to as the “Developer Parties”) which occurs during the Term and relates to this Agreement; (2) for any act or omission related to the operations of Developer Parties, including but not limited to the maintenance and operation of areas on the Property accessible to the public. Developer’s obligation to defend, indemnify and hold harmless applies to all actions and omissions of Developer Parties as described above caused or alleged to have been caused in connection with the Project or Agreement, except to the extent any Damages are caused by the active negligence or willful misconduct of any City Indemnified Parties. This Section 22(J) applies to all Damages suffered or alleged to have been suffered by the City Indemnified Parties regardless of whether or not the City prepared, supplied or approved plans or specifications or both for the Project. During the term of the Agreement, Developer shall maintain insurance in a form and amount acceptable to the City Attorney, with a maximum per-occurrence combined single limit of one million dollars (\$1,000,000), to assure Developer’s ability to satisfy the indemnification requirements of this Section 22(J). Developer may satisfy the insurance requirements of this Section through self-coverage or through existing insurance coverage maintained by Developer.

K. City’s Right to Defense. The City shall have the right to approve legal counsel retained by Developer to defend any claim, action or proceeding which Developer is obligated to defend pursuant to Section 22(J), which approval shall not be unreasonably withheld, conditioned or delayed. If any conflict of interest results during the mutual representation of the City and Developer in defense of any such action, or if the City is reasonably dissatisfied with legal counsel retained by Developer, the City shall have the right (a) at Developer’s costs and expense, to have the City Attorney undertake and continue the City’s defense, or (b) with Developer’s approval, which shall not be reasonably withheld or delayed, to select separate outside legal counsel to undertake and continue the City’s defense.

[EXECUTION PAGE(S) TO FOLLOW]

LANDOWNER:

**PAULA M. GUZMAN, SUCCESSOR TRUSTEE OF THE GUZMAN
LIVING TRUST AS AMENDED AND RESTATED ON MAY 13, 2013**

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____, a notary public, personally appeared PAULA M. GUZMAN, SUCCESSOR TRUSTEE OF THE GUZMAN LIVING TRUST AS AMENDED AND RESTATED ON MAY 13, 2013, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that by her signature on the instrument, she executed the instrument.

Witness my hand and official seal.

Notary Public

(Official Seal)

PLANNING COMMISSION DRAFT

EXHIBIT "A"
Legal Description

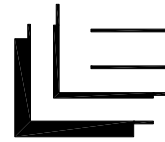
For APN/Parcel ID(s): 013-240-003

Beginning at the Northeast corner of Section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, County of Madera, State of California; thence along the East line of Section 10, South 0° 10' East 1,331.25 feet to the Southeast corner of the North half of the Northeast quarter of Section 10; thence along the North line of a 51.272 acre tract of land conveyed by Henry Miller to Charles Schmidt, on December 5, 1893, South 89° 55' West 1,029.12 feet along the South line of said North half of the Northeast quarter to a point on the Easterly right of way line of the Southern Pacific Railroad; thence along said Easterly right of way line North 44° 15' West 1,858.76 feet to a point on the North line of Section 10; thence leaving railroad, North 89° 58' East 2,332.30 feet to the point of beginning.

EXCEPTING THEREFROM a road easement over and upon a strip of land 30 feet in width along the North line of and within above described tract of land for use as a right of way easement for a public road, as previously reserved of record.

ALSO EXCEPTING THEREFROM that portion granted to the State of California, in Deed executed by Felisberto da Silva, et al, and recorded February 24, 1971 in Book 1081 Page 532, as Document No. 2225 of Official Records.

AND ALSO EXCEPTING THEREFROM that portion granted to the County of Madera, in Deed executed by Jim Vincenzo Gagliardi, et al, and recorded October 24, 2003 as Document No. 03045789 of Official Records.



LANE ENGINEERS, INC.

CIVIL • STRUCTURAL • SURVEYING

979 N. Blackstone Street

Tulare, California 93274

559.688.5263

www.laneengineers.com

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Lane Project No. 14271

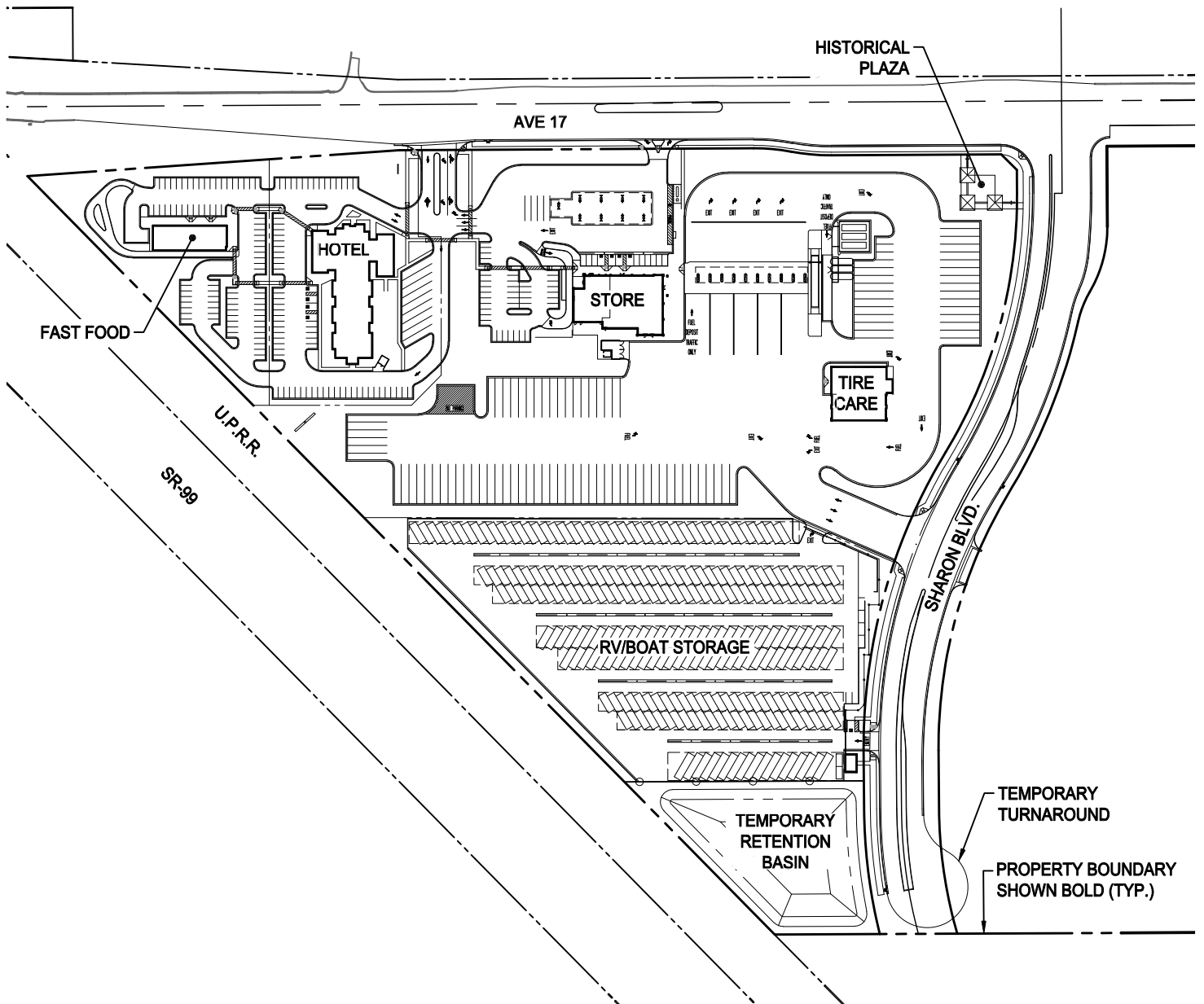


EXHIBIT 'B'
DEPICTION OF PROJECT SITE



Development Exactions - Development Impact Fees and Credit Amounts

<u>DESCRIPTION</u>	<u>Base Calculation</u>			<u>Projected Credit Amount</u>		
	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST</u>
A. TRAVEL STOP						
Administrative Impact Fee	20,054 SF	\$0.024	\$481	0 SF	\$0.024	\$0
Fire Department Impact Fee	20,054 SF	\$0.036	\$722	0 SF	\$0.036	\$0
General Government Impact Fee	20,054 SF	\$0.012	\$241	0 SF	\$0.012	\$0
Police Department Impact Fee	20,054 SF	\$0.072	\$1,444	0 SF	\$0.072	\$0
Public Works Impact Fee	20,054 SF	\$0.133	\$2,667	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	20,054 SF	\$0.169	\$3,389	20,054 SF	\$0.169	\$3,389
Storm Drain Impact Fee	20,054 SF	\$1.210	\$24,265	20,054 SF	\$1.210	\$24,265
Sewer Exist Obl. Impact Fee	20,054 SF	\$0.036	\$722	20,054 SF	\$0.036	\$722
Streets (16 ft Arterial Median)	20,054 SF	\$0.142	\$2,848	20,054 SF	\$0.142	\$2,848
Streets (24 ft Collector Lane)	20,054 SF	\$0.251	\$5,034	20,054 SF	\$0.251	\$5,034
Streets (12 ft Arterial Lane)	20,054 SF	\$0.251	\$5,034	20,054 SF	\$0.251	\$5,034
Transportation Impact Fee	20,054 SF	\$0.254	\$5,094	20,054 SF	\$0.254	\$5,094
Traffic Signal Impact Fee	20,054 SF	\$0.087	\$1,745	20,054 SF	\$0.087	\$1,745
Water Impact Fee (Pipes)	20,054 SF	\$0.072	\$1,444	20,054 SF	\$0.072	\$1,444
Wastewater Treatment Plant Impact Fee	20,054 SF	\$0.763	\$15,301	20,054 SF	\$0.763	\$15,301
Water Impact Fee (Wells)	20,054 SF	\$0.133	\$2,667	20,054 SF	\$0.133	\$2,667
SUB-TOTAL TRAVEL STOP			\$73,097			\$67,542

Development Exactions - Development Impact Fees and Credit Amounts

B. HOTEL								
Administrative Impact Fee	57,792	SF	\$0.024	\$1,387	0	SF	\$0.024	\$0
Fire Department Impact Fee	57,792	SF	\$0.036	\$2,081	0	SF	\$0.036	\$0
General Government Impact Fee	57,792	SF	\$0.012	\$694	0	SF	\$0.012	\$0
Police Department Impact Fee	57,792	SF	\$0.072	\$4,161	0	SF	\$0.072	\$0
Public Works Impact Fee	57,792	SF	\$0.133	\$7,686	0	SF	\$0.133	\$0
Sewer Additional Impact Fee	57,792	SF	\$0.169	\$9,767	57,792	SF	\$0.169	\$9,767
Storm Drain Impact Fee	57,792	SF	\$1.210	\$69,928	57,792	SF	\$1.210	\$69,928
Sewer Exist Obl. Impact Fee	57,792	SF	\$0.036	\$2,081	57,792	SF	\$0.036	\$2,081
Streets (16 ft Arterial Median)	57,792	SF	\$0.142	\$8,206	57,792	SF	\$0.142	\$8,206
Streets (24 ft Collector Lane)	57,792	SF	\$0.251	\$14,506	57,792	SF	\$0.251	\$14,506
Streets (12 ft Arterial Lane)	57,792	SF	\$0.251	\$14,506	57,792	SF	\$0.251	\$14,506
Transportation Impact Fee	57,792	SF	\$0.254	\$14,679	57,792	SF	\$0.254	\$14,679
Traffic Signal Impact Fee	57,792	SF	\$0.087	\$5,028	57,792	SF	\$0.087	\$5,028
Water Impact Fee (Pipes)	57,792	SF	\$0.072	\$4,161	57,792	SF	\$0.072	\$4,161
Wastewater Treatment Plant Impact Fee	57,792	SF	\$0.763	\$44,095	57,792	SF	\$0.763	\$44,095
Water Impact Fee (Wells)	57,792	SF	\$0.133	\$7,686	57,792	SF	\$0.133	\$7,686
SUB-TOTAL HOTEL				\$210,652			\$194,643	

Development Exactions - Development Impact Fees and Credit Amounts

C. RESTAURANT PAD

Administrative Impact Fee	4,400 SF	\$0.024	\$106	0 SF	\$0.024	\$0
Fire Department Impact Fee	4,400 SF	\$0.036	\$158	0 SF	\$0.036	\$0
General Government Impact Fee	4,400 SF	\$0.012	\$53	0 SF	\$0.012	\$0
Police Department Impact Fee	4,400 SF	\$0.072	\$317	0 SF	\$0.072	\$0
Public Works Impact Fee	4,400 SF	\$0.133	\$585	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	4,400 SF	\$0.169	\$744	4,400 SF	\$0.169	\$744
Storm Drain Impact Fee	4,400 SF	\$1.210	\$5,324	4,400 SF	\$1.210	\$5,324
Sewer Exist Obl. Impact Fee	4,400 SF	\$0.036	\$158	4,400 SF	\$0.036	\$158
Streets (16 ft Arterial Median)	4,400 SF	\$0.142	\$625	4,400 SF	\$0.142	\$625
Streets (24 ft Collector Lane)	4,400 SF	\$0.251	\$1,104	4,400 SF	\$0.251	\$1,104
Streets (12 ft Arterial Lane)	4,400 SF	\$0.251	\$1,104	4,400 SF	\$0.251	\$1,104
Transportation Impact Fee	4,400 SF	\$0.254	\$1,118	4,400 SF	\$0.254	\$1,118
Traffic Signal Impact Fee	4,400 SF	\$0.087	\$383	4,400 SF	\$0.087	\$383
Water Impact Fee (Pipes)	4,400 SF	\$0.072	\$317	4,400 SF	\$0.072	\$317
Wastewater Treatment Plant Impact Fee	4,400 SF	\$0.763	\$3,357	4,400 SF	\$0.763	\$3,357
Water Impact Fee (Wells)	4,400 SF	\$0.133	\$585	4,400 SF	\$0.133	\$585
SUB-TOTAL RESTAURANT PAD			\$16,038			\$14,819

Development Exactions - Development Impact Fees and Credit Amounts

D. RV/BOAT STORAGE

Administrative Impact Fee	600 SF	\$0.024	\$14	0 SF	\$0.024	\$0
Fire Department Impact Fee	600 SF	\$0.036	\$22	0 SF	\$0.036	\$0
General Government Impact Fee	600 SF	\$0.012	\$7	0 SF	\$0.012	\$0
Police Department Impact Fee	600 SF	\$0.072	\$43	0 SF	\$0.072	\$0
Public Works Impact Fee	600 SF	\$0.133	\$80	0 SF	\$0.133	\$0
Sewer Additional Impact Fee	600 SF	\$0.169	\$101	600 SF	\$0.169	\$101
Storm Drain Impact Fee	600 SF	\$1.210	\$726	600 SF	\$1.210	\$726
Sewer Exist Obl. Impact Fee	600 SF	\$0.036	\$22	600 SF	\$0.036	\$22
Streets (16 ft Arterial Median)	600 SF	\$0.142	\$85	600 SF	\$0.142	\$85
Streets (24 ft Collector Lane)	600 SF	\$0.251	\$151	600 SF	\$0.251	\$151
Streets (12 ft Arterial Lane)	600 SF	\$0.251	\$151	600 SF	\$0.251	\$151
Transportation Impact Fee	600 SF	\$0.254	\$152	600 SF	\$0.254	\$152
Traffic Signal Impact Fee	600 SF	\$0.087	\$52	600 SF	\$0.087	\$52
Water Impact Fee (Pipes)	600 SF	\$0.072	\$43	600 SF	\$0.072	\$43
Wastewater Treatment Plant Impact Fee	600 SF	\$0.763	\$458	600 SF	\$0.763	\$458
Water Impact Fee (Wells)	600 SF	\$0.133	\$80	600 SF	\$0.133	\$80
SUB-TOTAL RV/BOAT STORAGE			\$2,187			\$2,021

Project Totals

\$301,974

\$279,025

Development Exactions - Traffic and Transportation Mitigation Fees

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>FAIR SHARE %</u>	<u>COST</u>
I. INTERSECTIONS				
A. Avenue 17 at SR 99 SB Off Ramp (Install New Traffic Signal)				
Traffic Signal	1 EA	\$400,000.00	13.1%	\$52,400
				<u>\$52,400</u>
B. Avenue 17 at SR 99 NB Ramps (Widen N/B Approach to 2 LT and 3 RT, & Install New Traffic Signal)				
Sawcut Existing Pavement	1700 LF	\$2.00	19.5%	\$663
Remove Existing Pavement	3400 SF	\$2.00	19.5%	\$1,326
General Earthwork and Import	17000 CY	\$15.00	19.5%	\$49,725
Hot Mix Asphalt	1750 TN	\$92.00	19.5%	\$31,395
Aggregate Base	3800 TN	\$32.00	19.5%	\$23,712
Traffic Signal	1 EA	\$400,000.00	19.5%	\$78,000
Traffic Signal Coordination	1 LS	\$10,000.00	19.5%	\$1,950
				<u>\$186,771</u>
C. Avenue 17 at Walden Drive (Install New Traffic Signal)				
Traffic Signal	1 EA	\$350,000.00	2.4%	\$8,225
				<u>\$8,225</u>
E. Sharon Boulevard at Driveway #3 (Install New Traffic Signal)				
Traffic Signal	1 EA	\$350,000.00	60.7%	\$212,450
				<u>\$212,450</u>
F. Avenue 17 at Yeager Drive (Install Traffic Signal)				
Traffic Signal	1 EA	\$350,000.00	2.2%	\$7,700
				<u>\$7,700</u>
II. ROADWAY SEGMENTS				
A. Ave 17 Westbound Expansion (Add 1 Travel Lane Between Sharon and Walden)				
Sawcut Pavement	600 LF	\$2.00	2.3%	\$28
Pavement Removal	1200 SF	\$2.00	2.3%	\$55
General Earthwork and Roadway Excavation	150 CY	\$5.00	2.3%	\$17
Hot Mix Asphalt	350 TN	\$92.00	2.3%	\$741
Class 2 Aggregate Base	1000 TN	\$32.00	2.3%	\$736
				<u>\$1,577</u>

Development Exactions - Traffic and Transportation Mitigation Fees

III. SR 99 FREEWAY AND RAMPS

A. SR 99 SB Loop On-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	850 LF	\$1.50	18.1%	\$230
Pavement Removal	1700 SF	\$2.00	18.1%	\$614
General Earthwork and Import	2000 CY	\$15.00	18.1%	\$5,415
Hot Mix Asphalt	600 TN	\$92.00	18.1%	\$9,964
Class 2 Aggregate Base	1250 TN	\$32.00	18.1%	\$7,220
				\$23,442

B. SR 99 NB Off-Ramp (Widen Ramp to add 1 exit lane, & Auxiliary Lane)

Sawcut Pavement	1300 LF	\$2.00	13.3%	\$345
Pavement Removal	2600 SF	\$2.00	13.3%	\$689
General Earthwork and Roadway Excavation	1700 CY	\$5.00	13.3%	\$1,126
Hot Mix Asphalt	1050 TN	\$92.00	13.3%	\$12,800
Class 2 Aggregate Base	2500 TN	\$32.00	13.3%	\$10,600
				\$25,559

C. SR 99 NB On-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	1500 LF	\$2.00	41.8%	\$1,254
Pavement Removal	3000 SF	\$2.00	41.8%	\$2,508
General Earthwork and Import	10000 CY	\$15.00	41.8%	\$62,700
Hot Mix Asphalt	1000 TN	\$92.00	41.8%	\$38,456
Class 2 Aggregate Base	2200 TN	\$32.00	41.8%	\$29,427
				\$134,345

D. SR 99 SB Off-Ramp (Widen Ramp to Add 1 Lane)

Sawcut Pavement	850 LF	\$2.00	54.4%	\$925
Pavement Removal	1700 SF	\$2.00	54.4%	\$1,850
General Earthwork and Roadway Excavation	1400 CY	\$5.00	54.4%	\$3,808
Hot Mix Asphalt	850 TN	\$92.00	54.4%	\$42,541
Class 2 Aggregate Base	1850 TN	\$32.00	54.4%	\$32,205
				\$81,328

Development Exactions - Traffic and Transportation Mitigation Fees

INTERCHANGE RELATED SUBTOTAL \$503,846

CITY STREETS/ROADS SUBTOTAL \$229,952

GRAND TOTAL **\$733,798**

NOTES:

1. The improvements described herein are based on the Final EIR and associated traffic study, certified by the City of Madera Planning Commission on 8/16/2016.
2. Improvements highlighted in orange, are improvement required within Caltrans R/W.
3. Traffic Signal, Hot Mix Asphalt, and Class 2 Aggregate Base Costs are based on the Avenue 17/SR-99 Project Study Report (PSR).
4. This estimate excludes costs related to mobilization, bonding, traffic control and other off-site related costs not specifically mentioned in this cost estimate.
5. This estimate is intended to provide an order-of-magnitude cost only. It is not based on a set of construction drawings.
6. Costs are based on prevailing wages.
7. Agency fees are included in this estimate to the extent they are listed.
8. Fees or costs associated with work related to dry utilities are not included in this estimate.

General Description of Infrastructure Improvements, Costs, and Reimbursable Amounts

IMPROVEMENT DESCRIPTION	TOTAL INFRASTRUCTURE IMPROVEMENT COST				REIMBURSABLE AMOUNT				
	QUANTITY	UNIT	UNIT COST	COST	QUANTITY		UNIT COST	COST	
I. AVENUE 17 ROADWORK									
A.1 Avenue 17 Road Excavation [P]1	6,000	CY	\$10.00	\$60,000	6,000	CY	\$10.00	\$60,000	
A.2 Avenue 17 Road Excavation [AO]1	2,000	CY	\$10.00	\$20,000	-	CY	\$10.00	\$0	
A.7 Avenue 17 Pavement Removal	25,909	SF	\$2.00	\$51,818	25,909	SF	\$2.00	\$51,818	
A.9 West Avenue 17 Pavement (7.0" A.C. / 8.5" A.B.) [P]1	16,379	SF	\$5.75	\$94,179	16,379	SF	\$5.75	\$94,179	
A.10 West Avenue 17 Pavement (7.0" A.C. / 8.5" A.B.) [AO]1	6,728	SF	\$5.75	\$38,686	-	SF	\$5.75	\$0	
A.11 East Avenue 17 Pavement (7.0" A.C. / 23" A.B.) [P]1	43,031	SF	\$8.00	\$344,248	43,031	SF	\$8.00	\$344,248	
A.12 East Avenue 17 Pavement (7.0" A.C. / 23" A.B.) [AO]1	18,332	SF	\$8.00	\$146,656	-	SF	\$8.00	\$0	
A.19 Sawcut Pavement (Avenue 17)	2,585	LF	\$2.00	\$5,170	2,585	LF	\$2.00	\$5,170	
E.1 Traffic Control	1	LS	\$40,000.00	\$40,000	1	LS	\$40,000.00	\$33,200	
Subtotal Direct Costs Avenue 17 Roadwork - Minus Curb & Gutter				\$800,757					\$588,615
<i>Subtotal Ave 17 Soft and Indirect Costs [Note 3]</i>				<i>\$273,432</i>					<i>\$201,049</i>
Total Avenue 17 Costs				\$1,074,189					\$789,664
II. SHARON BOULEVARD ROADWORK									
A.3 Sharon Boulevard Road Excavation [P]1	7,500	CY	\$10.00	\$75,000	7,500	CY	\$10.00	\$75,000	
A.4 Sharon Boulevard Road Excavation [AO]1	2,500	CY	\$10.00	\$25,000	-	CY	\$10.00	\$0	
A.13 North Sharon Boulevard Pavement (6.5" A.C. / 19.5" A.B.) [P]1	37,654	SF	\$7.00	\$263,578	37,654	SF	\$7.00	\$263,578	
A.14 North Sharon Boulevard Pavement (6.5" A.C. / 19.5" A.B.) [AO]1	20,202	SF	\$7.00	\$141,414	-	SF	\$7.00	\$0	
A.15 South Sharon Boulevard Pavement (6.5" A.C. / 14.0" A.B.) [P]1	15,743	SF	\$6.25	\$98,394	15,743	SF	\$6.25	\$98,394	
A.16 South Sharon Boulevard Pavement (6.5" A.C. / 14.0" A.B.) [AO]1	13,897	SF	\$6.25	\$86,856	-	SF	\$6.25	\$0	
A.17 Temporary A.C. Pavement (2.5" A.C. / 6.5" A.B.)	7,521	SF	\$2.75	\$20,683	-	SF	\$2.75	\$0	
Subtotal Direct Costs Sharon Boulevard Road Work - Minus Curb & Gutter				\$710,924.75					\$436,972
<i>Subtotal Sharon Boulevard - Soft and Indirect Costs [Note 3]</i>				<i>\$242,757</i>					<i>\$149,253</i>
Total Sharon Boulevard Road Work - Minus Curb & Gutter				\$953,682					\$586,225

III. CURB AND GUTTER - ALL STREETS

A.21	Curb & Gutter	2,879	LF	\$14.00	\$40,306	-	LF	\$14.00	\$0
	<i>Subtotal Curb and Gutter - Soft and Indirect Costs [Note 3]</i>				\$13,763				\$0
Total Curb and Gutter - All Streets - Costs					\$54,069				\$0

IV. SIDEWALKS - ALL STREETS

A.25	Concrete Sidewalk [P]1	5,145	SF	\$4.00	\$20,580	5,145	LF	\$4.00	\$20,580
A.26	Concrete Sidewalk [AO]1	11,463	SF	\$4.00	\$45,852	-	SF	\$4.00	\$0
	Subtotal Direct Costs Sidewalks				\$66,432				\$20,580
	<i>Subtotal Sidewalks Soft and Indirect Costs [Note 3]</i>				\$22,684				\$7,029
Total Sidewalks - All Streets - Costs					\$89,116				\$27,609

V. MEDIAN ISLAND IMPROVEMENTS - ALL STREETS

A.22	Median Curb	2,286	LF	\$16.00	\$36,576	2,286	LF	\$16.00	\$36,576
A.23	Median Concrete	2,259	SF	\$5.00	\$11,295	2,259	SF	\$5.00	\$11,295
A.24	12" A.C. Dike	780	LF	\$15.00	\$11,700	780	LF	\$15.00	\$11,700
E.5	Sharon Blvd. Median Landscaping/Irrigation	6,562	SF	\$5.00	\$32,810	6,562	SF	\$5	\$32,810
	Subtotal Direct Costs Median Islands				\$92,381				\$92,381
	<i>Subtotal Median Island - Soft and Indirect Costs [Note 3]</i>				\$31,545				\$31,554
Total Median Island Costs					\$123,926				\$123,935

VI. TRAFFIC SIGNALS

E.2	Traffic Signal (Ave 17 & Driveway #1)	1	LS	\$300,000.00	\$300,000	1	LS	\$300,000	\$300,000
E.3	Traffic Signal (Ave 17 & Sharon Blvd.)	1	LS	\$300,000.00	\$300,000	1	LS	\$300,000	\$300,000
	Subtotal Direct Costs Traffic Signal Improvements				\$600,000				\$600,000
	<i>Subtotal Traffic Signal - Soft and Indirect Costs [Note 3]</i>				\$204,880				\$204,937
Total Traffic Signal Costs					\$804,880				\$804,937

VII. MISCELLANEOUS STREET IMPROVEMENTS (UTILITIES & MISC. CONSTRUCT.)

E.6	Parkway Landscaping/Irrigation [P]1	14,065	SF	\$5.00	\$70,325	14,065	SF	\$5	\$70,325
E.7	Parkway Landscaping/Irrigation [AO]1	8,052	SF	\$5.00	\$40,260	-	SF	\$5	\$0
E.8	Dry Utility Trenching, Conduits, Pull Boxes	3,600	LF	\$50.00	\$180,000	-	LF	\$50	\$0
E.9	Street Lights (LED)	14	EA	\$4,500.00	\$63,000	-	EA	\$4,500	\$0
E.10	Street Signage and Striping	1	LS	\$50,000.00	\$50,000	0.72	LS	\$50,000	\$36,042
Subtotal Direct Costs Miscellaneous Street Costs					\$403,585				\$106,367
<i>Subtotal Miscellaneous Street and Utilities - Soft and Indirect Costs [Note 3]</i>					<i>\$137,811</i>				<i>\$36,331</i>
Total Miscellaneous Street and Utilities Costs					\$541,396				\$142,698

VIII. RAMP IMPROVEMENTS

A.5	SR-99 N/B Ramp Import and Earthwork	12,000	CY	\$15.00	\$180,000	12,000	CY	\$15.00	\$180,000
A.8	N/B Off-ramp Pavement Removal	7,800	SF	\$2.00	\$15,600	7,800	SF	\$2.00	\$15,600
A.18	N/B Ramp Pavement (9.0" A.C. / 21.0" A.B.)2	20,000	SF	\$9.50	\$190,000	20,000	SF	\$9.50	\$190,000
A.20	Sawcut Pavement (SR-99 N/B Off Ramp)	1,000	LF	\$2.00	\$2,000	1,000	LF	\$2.00	\$2,000
E.11	SR-99 N/B Off-Ramp Signage and Striping	1	LS	\$25,000.00	\$25,000	1.00	LS	\$25,000	\$25,000
E.12	SR-99 N/B Off-Ramp Retaining Walls and other Misc.	1	LS	\$400,000.00	\$400,000	1.00	LS	\$400,000	\$400,000
Subtotal Direct Costs Ramp Improvements					\$812,600				\$812,600
<i>Subtotal Ramp Improvements - Soft and Indirect Costs [Note 3]</i>					<i>\$277,476</i>				<i>\$277,554</i>
Total Ramp Improvements Costs					\$1,090,076				\$1,090,154

IX. SANITARY SEWER

B.1	Connect to Existing Sewer	1	EA	\$2,200.00	\$2,200	1.00	EA	\$2,200	\$2,200
B.2	15" PVC - Non Parcel Frontage	2,324	LF	\$80.00	\$185,920	2,324	LF	\$80	\$185,920
B.3	15" PVC - Along Parcel Frontage	1,280	LF	\$80.00	\$102,400	1,280	LF	\$68	\$86,400
B.4	15" PVC (including trench repair)	1,006	LF	\$110.00	\$110,660	1,006	LF	\$110	\$110,660
B.5	24" PVC (including trench repair)	319	LF	\$235.00	\$74,965	319	LF	\$235	\$74,965
B.6	48" Diameter Sanitary Sewer Manhole	11	EA	\$4,700.00	\$51,700	11	EA	\$4,700	\$51,700
B.7	48" Diameter Sanitary Sewer Manhole (in existing pavement)	5	EA	\$8,000.00	\$40,000	5	EA	\$8,000	\$40,000
Subtotal Direct Costs Sanitary Sewer Improvements					\$567,845				\$551,845
<i>Subtotal Sanitary Sewer - Soft and Indirect Costs [Note 3]</i>					<i>\$193,900</i>				<i>\$188,489</i>
Total Sanitary Sewer Costs					\$761,745				\$740,334

X. CITY STORM DRAINAGE FACILITY

C.1	30" CL III RCP	1,318 LF	\$120.00	\$158,160	1,318 LF	\$120	\$158,160
C.2	18" CL III RCP	1,473 LF	\$58.00	\$85,434	1,473 LF	\$58	\$85,434
C.3	12" CL III RCP	236 LF	\$55.00	\$12,980	236 LF	\$55	\$12,980
C.4	12" CL III RCP (in existing pavement)	90 LF	\$95.00	\$8,550	90 LF	\$95	\$8,550
C.5	Storm Drain Manhole	7 EA	\$6,000.00	\$42,000	7 EA	\$6,000	\$42,000
C.6	Temporary Drain Inlet	3 EA	\$2,000.00	\$6,000	3 EA	\$2,000	\$6,000
C.7	Curb Inlet	7 EA	\$5,200.00	\$36,400	7 EA	\$5,200	\$36,400
Subtotal Direct Costs City Storm Drain Improvements				\$349,524	\$349,524		
<i>Subtotal City Storm Drain - Soft and Indirect Costs [Note 3]</i>				<i>\$119,351</i>	<i>\$119,384</i>		
Total City Storm Drainage Facility Costs				\$468,875	\$468,908		

XI. UN-USED IMPROVEMENT CATEGORY

XII. WATER SYSTEM IMPROVEMENTS

D.1	24" PVC Main, incl. gate valves - Non Parcel Frontage	2,278 LF	\$215.00	\$489,770	2,278 LF	\$215	\$489,770
D.2	24" PVC Main, incl. gate valves - Along Parcel Frontage	2,500 LF	\$215.00	\$537,500	2,500 LF	\$203	\$506,250
D.3	24" PVC Main (including trench repair)	44 LF	\$235.00	\$10,340	44 LF	\$235	\$10,340
D.4	Fire Hydrant Assembly	4 EA	\$5,500.00	\$22,000	4 EA	\$0	\$0
D.5	Connect to Existing Water	1 EA	\$5,700.00	\$5,700	1 EA	\$5,700	\$5,700
Subtotal Direct Costs Water System Improvements				\$1,065,310	\$1,012,060		
<i>Subtotal Water System - Soft and Indirect Costs [Note 3]</i>				<i>\$363,768</i>	<i>\$345,682</i>		
Total Water System Costs				\$1,429,078	\$1,357,742		

XIII. OFF-SITE TRAFFIC MITIGATION FEES

Cumulative Year Traffic Mitigation Fees		1 LS	\$733,798	\$733,798	1.00 LS	\$733,798	\$733,798
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TOTAL INFRASTRUCTURE IMPROVEMENT COSTS*

\$8,124,831

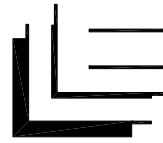
TOTAL REIMBURSEMENT AMOUNT*

\$6,866,004

*A Municipal Water Well will be developed as part of the Infrastructure Improvements. The Costs of the Water Well are not included in this Schedule of Costs and Reimbursements, though 100% of Well Development Costs are eligible for Reimbursement.

NOTES:

- 1.) [R] = Project Frontage or Other Project Improvement
[AO] = Additional "Oversized" Improvement Required by City
- 2.) Northbound Off-ramp pavement section is based on Caltrans Project Study Report (PSR).
- 3.) Soft and Indirect Costs Include Contingencies (10%), Engineering (10%), Contractor Overhead (10%); Traffic Control, Construction Staking, Plan Check and Inspection



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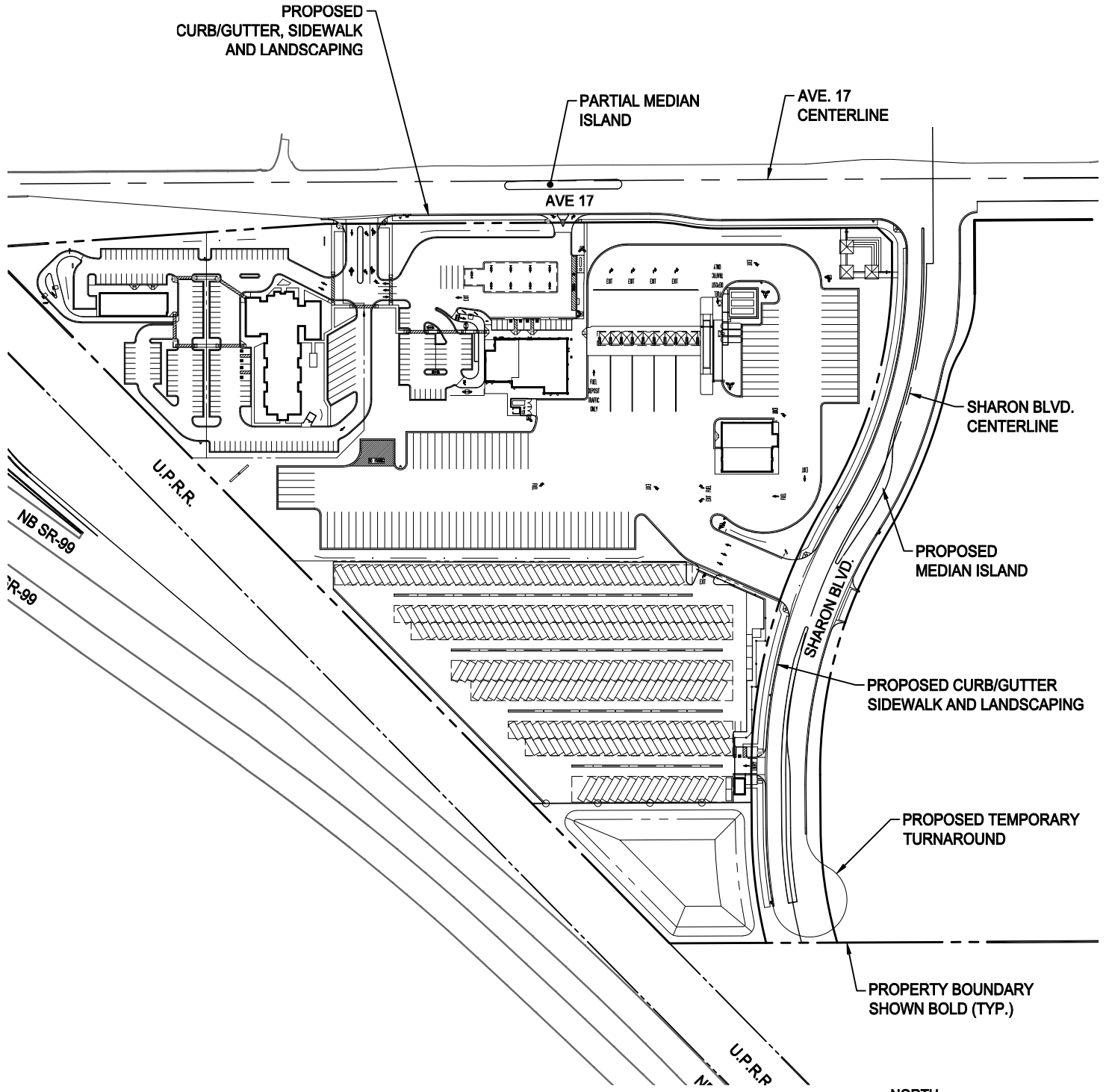
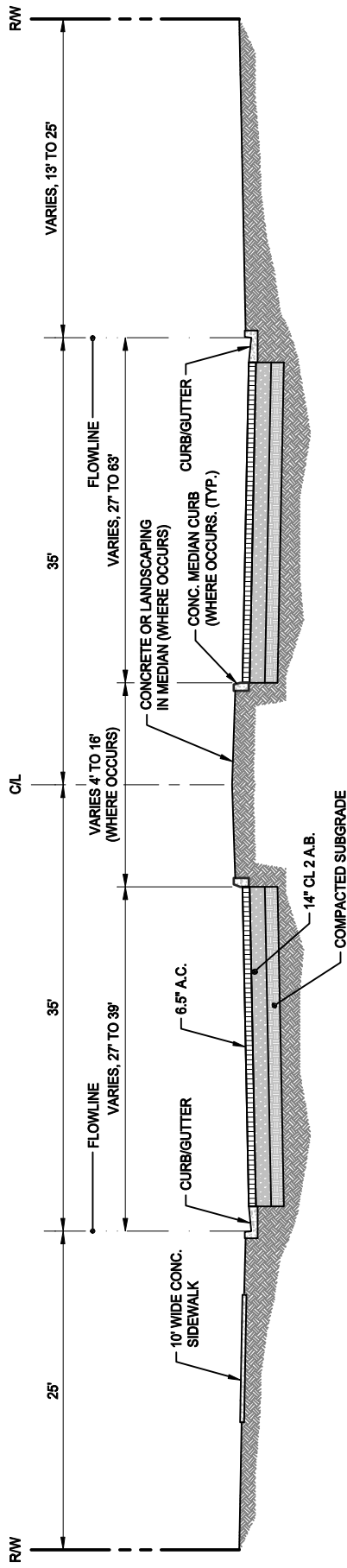
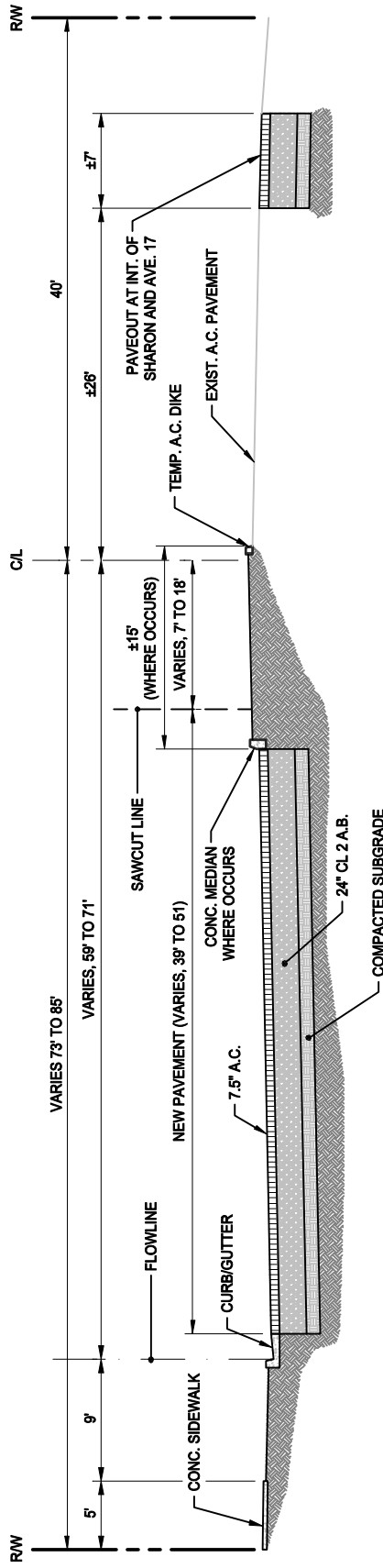


EXHIBIT 'E'
ROADWAY IMPROVEMENTS



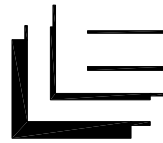


SHARON BOULEVARD STREET SECTION (LOOKING NORTH)

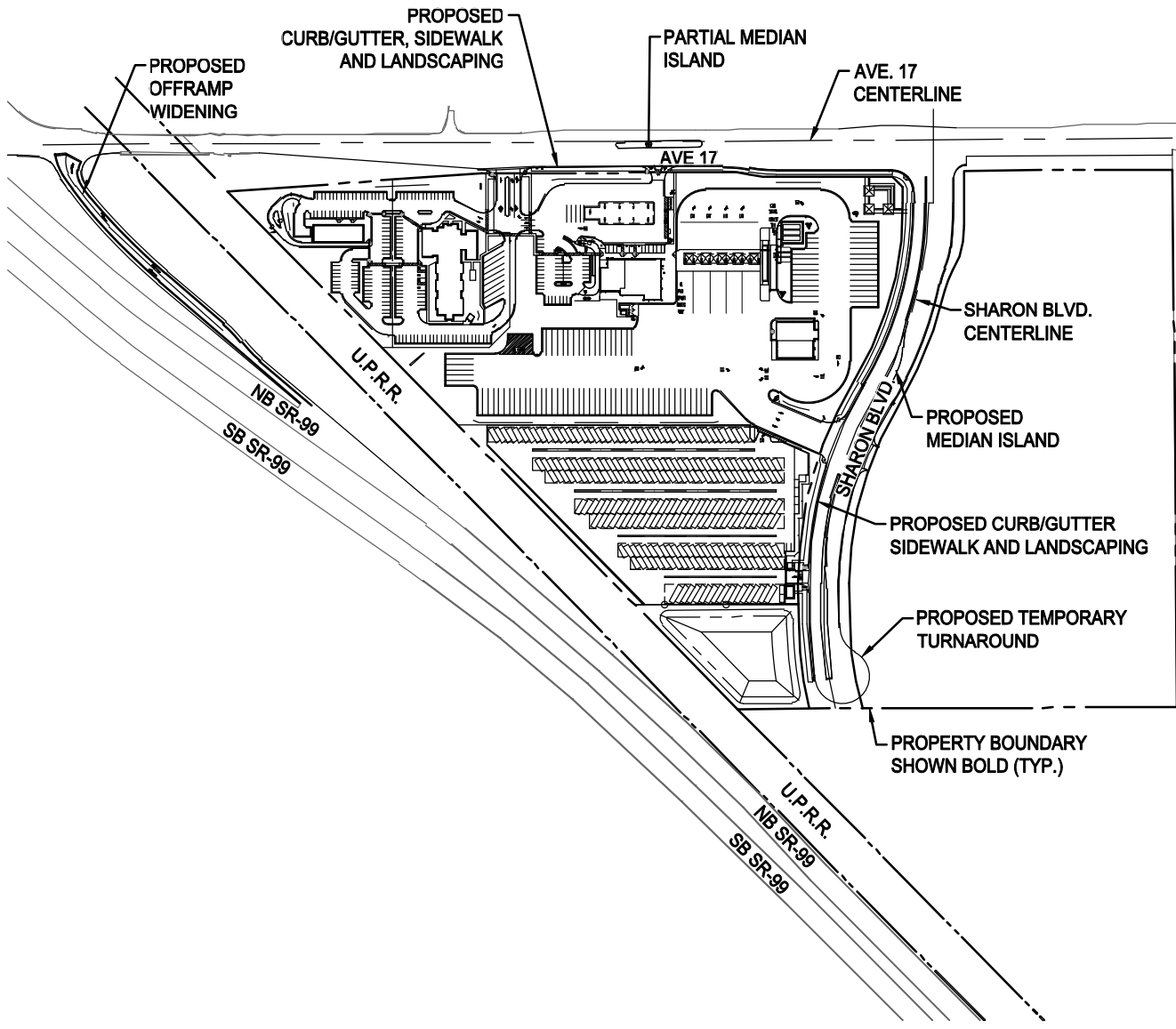


AVENUE 17 STREET SECTION (LOOKING NORTH)

EXHIBIT 'E'
ROADWAY IMPROVEMENTS



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NORTH



EXHIBIT 'E' ROADWAY IMPROVEMENTS

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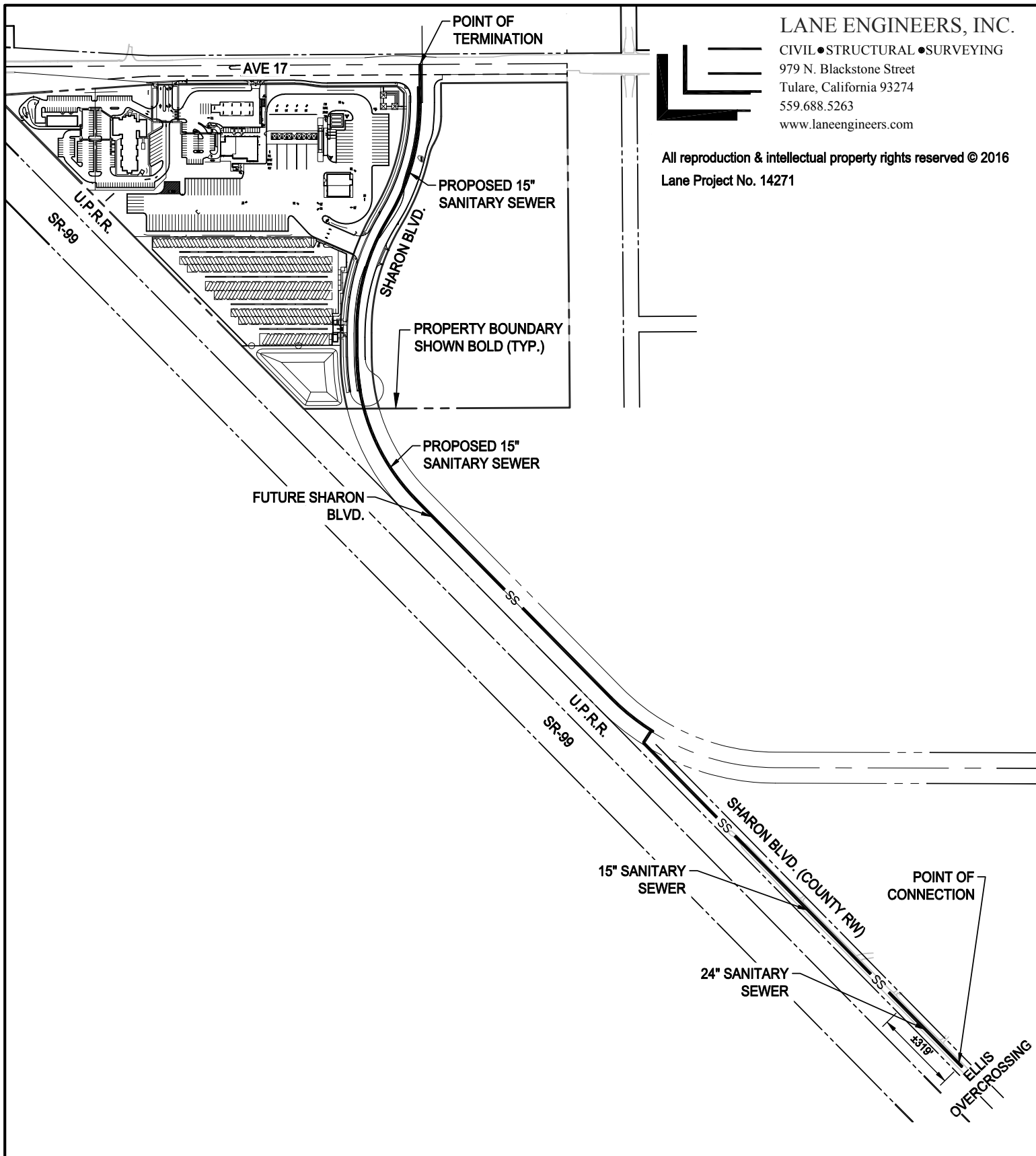
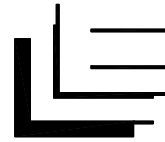


EXHIBIT 'F'
SEWER IMPROVEMENTS





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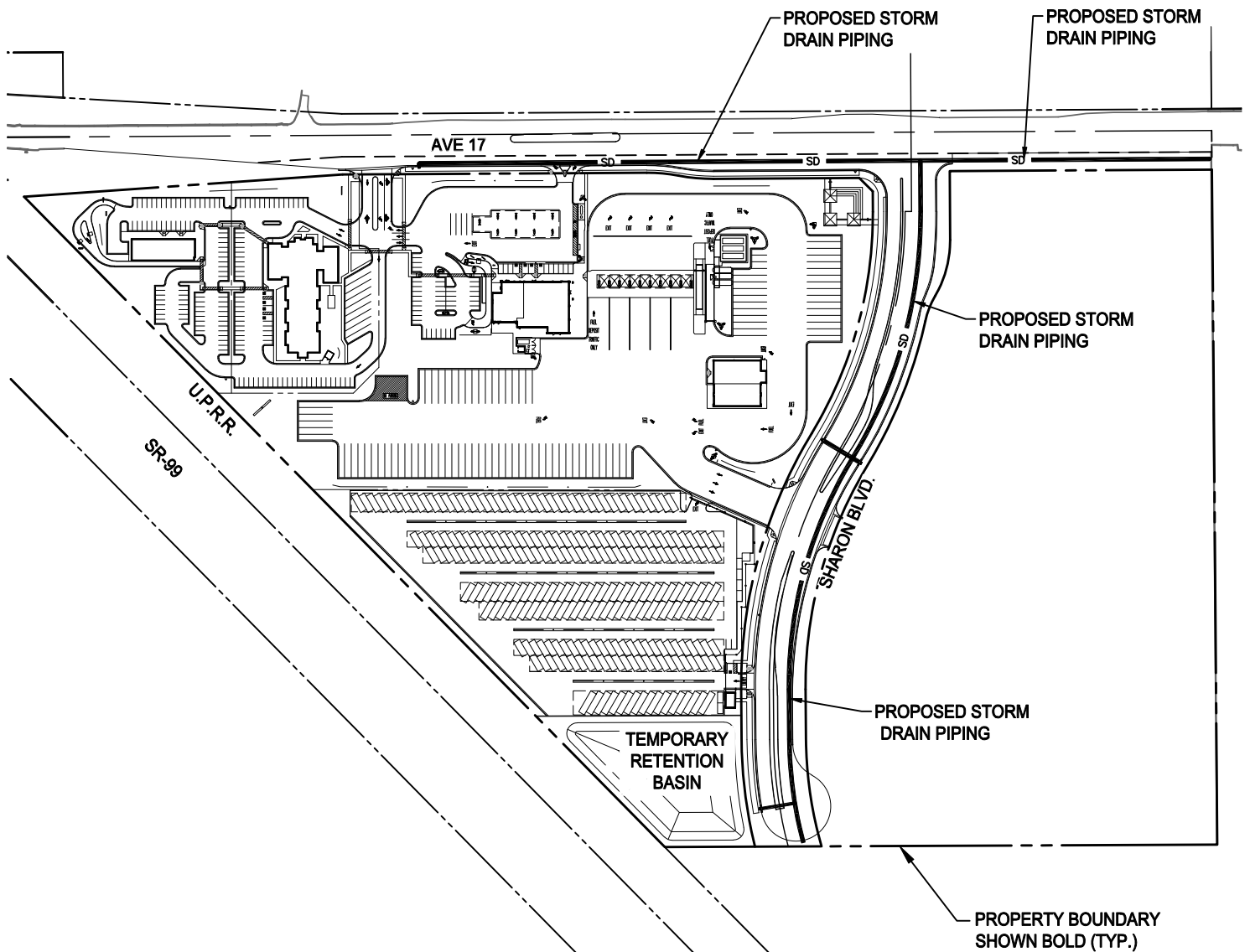
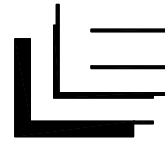


EXHIBIT 'G'
STORM DRAIN IMPROVEMENTS





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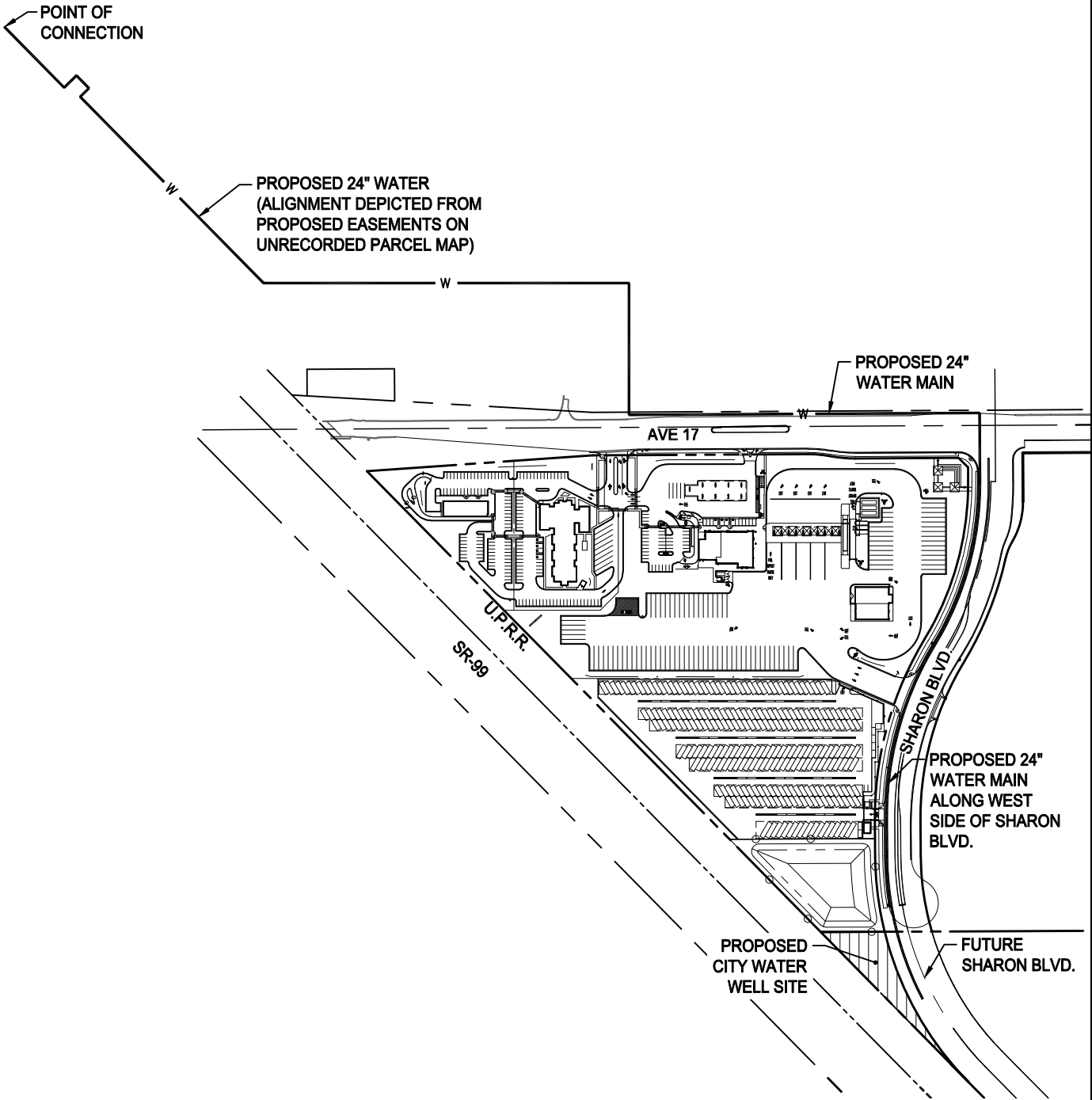
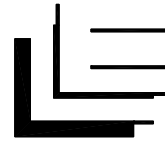


EXHIBIT 'H'
WATER IMPROVEMENTS





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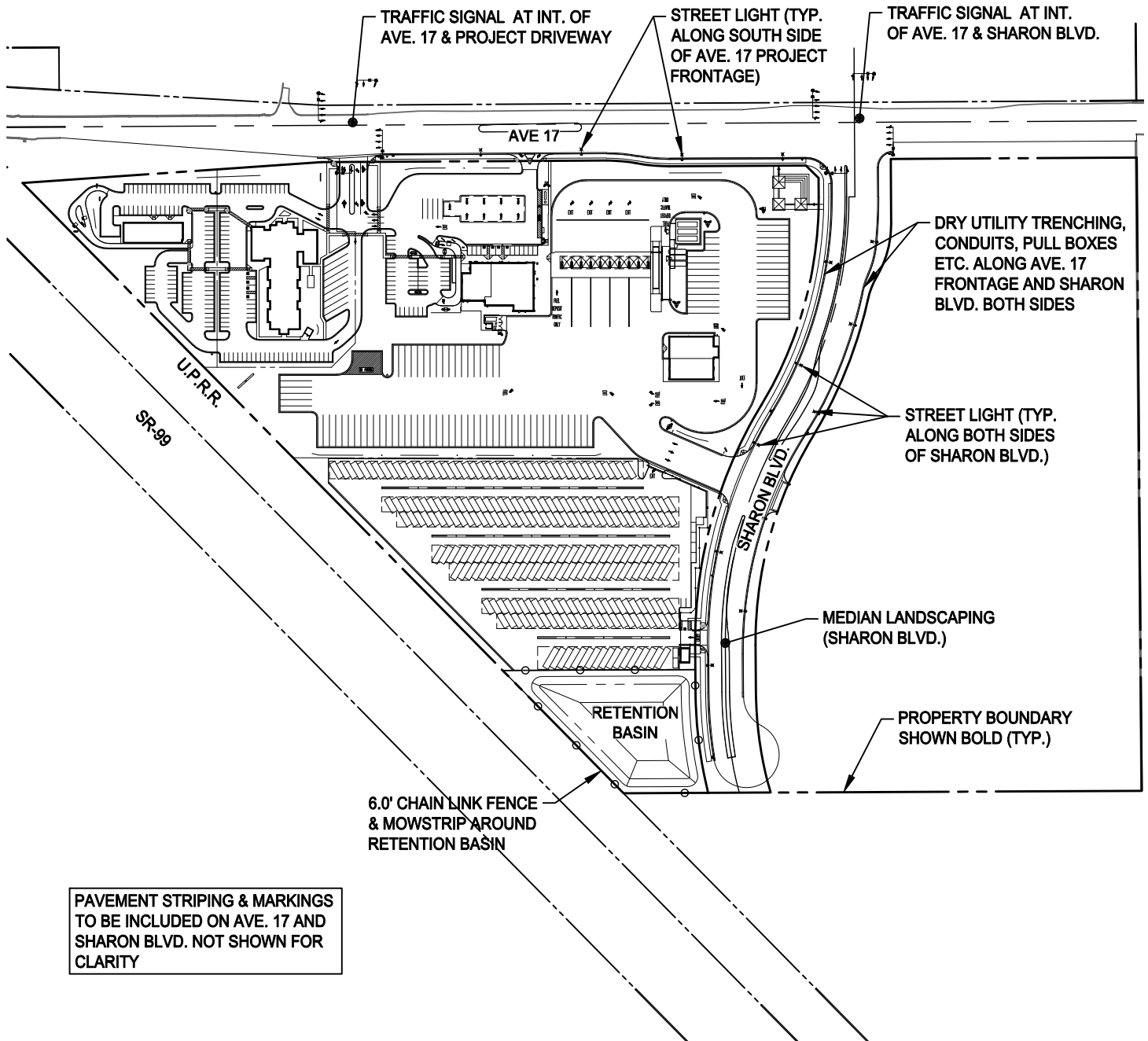


EXHIBIT 'I'
DRY UTILITY AND MISC. IMPROVEMENTS



EXHIBIT J

Form of Assumption and Assignment Agreement

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made by and between Love's Travel Stops & Country Stores, Inc., an Oklahoma Corporation ("Love's"), and _____, a _____ ("Assignee").

RECITALS

1. On _____, 2016, the City of Madera and Love's entered into that certain "Development Agreement" (the "Development Agreement"). Pursuant to the Development Agreement, Love's agreed to develop the Project Site (as that term is defined in the Development Agreement) as set forth in the Development Agreement. The Development Agreement was recorded against the Property in the Official Records of Madera County on _____, 200_, as Instrument No. 200_-_____.
2. Love's intends to convey the Project Site (or a portion thereof) to Assignee, as more particularly identified and described in Exhibit A attached hereto and incorporated herein by this reference (the "Assigned Parcel").
3. Love's desires to assign and Assignee desires to assume all of Love's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Love's and Assignee hereby agree as follows:

1. Love's hereby assigns, effective as of its conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Love's under the Development Agreement with respect to the Assigned Parcel. Love's retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect the Project Site other than the Assigned Parcel, if any.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Love's under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Love's under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Love's as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in the Development Agreement with respect to the Assigned Parcel shall be:

5. This Agreement may be signed in identical counterparts.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of this ____ day of _____, 20____.

Love's Travel Stops
& Country Stores, Inc.

ASSIGNEE:

a _____

a _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____