THE CITY OF RANCHO CUCAMONGA

THE REGULAR MEETINGS OF

THE HISTORIC PRESERVATION COMMISSION

AND

THE PLANNING COMMISSION

AUGUST 24, 2016 - 7:00 PM

Rancho Cucamonga Civic Center
COUNCIL CHAMBERS
10500 Civic Center Drive
Rancho Cucamonga, California

I. CALL TO ORDER

Pledge of Allegiance

Roll Call

Chairman Oaxaca ___ Vice Chairman Macias ___

Munoz ___ Wimberly ___ Fletcher ___

II. PUBLIC COMMUNICATIONS

This is the time and place for the general public to address the Historic Preservation Commission or the Planning Commission on any item listed or not listed on the agenda. State law prohibits the Historic Preservation Commission or the Planning Commission from addressing any issue not previously included on the Agenda. The Historic Preservation Commission or the Planning Commission may receive testimony and set the matter for a subsequent meeting.

Comments are to be limited to five minutes per individual or less, as deemed necessary by the Chair, depending upon the number of individuals desiring to speak. All communications are to be addressed directly to the Historic Preservation Commission or Planning Commission, not to the members of the audience. This is a professional business meeting and courtesy and decorum are expected. Please refrain from any debate between audience and speaker, making loud noises, or engaging in any activity which might be disruptive to the decorum of the meeting.

III. CONSENT CALENDAR/HISTORIC PRESERVATION COMMISSION AND PLANNING COMMISSION

A. Consideration of minutes dated August 10, 2016.

B. VACATION OF A PORTION OF BASE LINE ROAD, LOCATED EAST OF AMETHYST STREET (V-232) – NAS ALTA LOMA, LLC – A request to vacate a portion of Base Line Road, located east of Amethyst Street – APN: 0202-161-10. Related file: DRC2008-00909

IV. PUBLIC HEARINGS/PLANNING COMMISSION

The following items have been advertised and/or posted as public hearings as required by law. The Chairman will open the public hearing to receive testimony. All such opinions shall be limited to 5 minutes per individual for each project. Please sign in after speaking.

C. DEVELOPMENT AGREEMENT AMENDMENT DRC2016-00667 – 7418 ARCHIBALD, LLC - An amendment to Development Agreement DRC2014-00610 between the City of Rancho Cucamonga and 7418 Archibald, LLC, for the purpose of providing a senior housing project in accordance with the Senior Housing Overlay Zoning District (SHOZD), including deviating from certain development standards, for the development of a 24,641 square foot, 60-unit, senior apartment complex on 2.25 acres of land located on the west side of Archibald Avenue, south of Base Line Road; APN: 0208-03-158 and 0208-031-59. The City Council adopted a Negative Declaration of environmental impacts for this project on June 3, 2015. The California Environmental Quality Act provides that no further environmental review of Negative Declaration is required for subsequent projects or minor revisions to projects within the scope of a previous Negative Declaration. This item will be forwarded to the City Council for final action.

V. COMMISSION BUSINESS/HISTORIC PRESERVATION AND PLANNING COMMISSION

D. INTER-AGENCY UPDATES

E. COMMISSION ANNOUNCEMENTS

VI. ADJOURNMENT

I, Lois J. Schrader, Planning Commission Secretary of the City of Rancho Cucamonga, or my designee, hereby certify that a true, accurate copy of the foregoing agenda was posted on August 18, 2016, at least 72 hours prior to the meeting per Government Code Section 54964.2 at 10500 Civic Center Drive, Rancho Cucamonga.

If you need special assistance or accommodations to participate in this meeting, please contact the Planning Department at (909) 477-2750. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired.

INFORMATION FOR THE PUBLIC

TO ADDRESS THE PLANNING COMMISSION

The Planning Commission encourages free expression of all points of view. To allow all persons to speak, given the length of the agenda, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. To encourage all views and promote courtesy to others, the audience should refrain from clapping, booing or shouts of approval or disagreement from the audience.

The public may address the Planning Commission on any agenda item. To address the Planning Commission, please come forward to the podium located at the center of the staff table. State your name for the record and speak into the microphone. After speaking, please sign in on the clipboard located next to the speaker's podium. It is important to list your name, address and the agenda item letter your comments refer to. Comments are generally limited to 5 minutes per individual.

If you wish to speak concerning an item *not* on the agenda, you may do so under "Public Comments." There is opportunity to speak under this section prior to the end of the agenda.

Any handouts for the Planning Commission should be given to the Planning Commission Secretary for distribution to the Commissioners. A copy of any such materials should also be provided to the Secretary to be used for the official public record.

All requests for items to be placed on a Planning Commission agenda must be in writing. Requests for scheduling agenda items will be at the discretion of the Commission and the Planning Director.

AVAILABILITY OF STAFF REPORTS

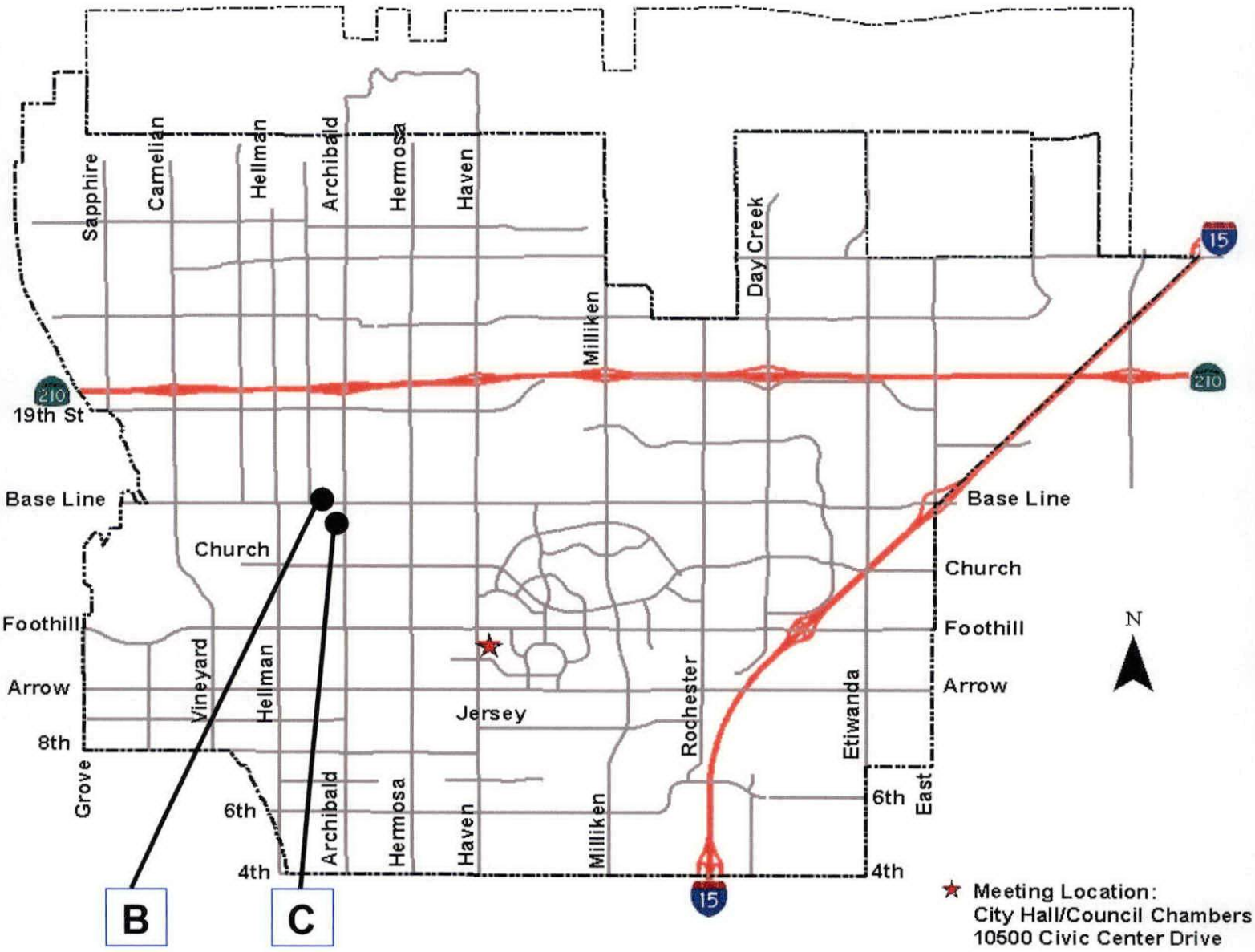
Copies of the staff reports or other documentation to each agenda item are on file in the offices of the Planning Department, City Hall, located at 10500 Civic Center Drive, Rancho Cucamonga, California 91730. These documents are available for public inspections during regular business hours, Monday through Thursday, 7:00 a.m. to 6:00 p.m., except for legal City holidays.

APPEALS

Any interested party who disagrees with the City Planning Commission decision may appeal the Commission's decision to the City Council within 10 calendar days. Any appeal filed must be directed to the City Clerk's Office and must be accompanied by a fee of $2,597 for all decisions of the Commission. (Fees are established and governed by the City Council).

Please turn off all cellular phones and pagers while the meeting is in session.
Copies of the Planning Commission agendas, staff reports and minutes can be found at www.CityofRC.us.

Vicinity Map
Historic Preservation and Planning Commission Meeting
August 24, 2016



Item B: Vacation (V-232) - Base Line Road east of Amethyst
Item C: Development Agreement Amendment dRC2016-00667—West side of Archibald Avenue south of Base Line Road

THE CITY OF RANCHO CUCAMONGA

THE REGULAR MEETING *MINUTES* OF

THE HISTORIC PRESERVATION COMMISSION

AND

THE PLANNING COMMISSION

AUGUST 10, 2016 - 7:00 PM

Rancho Cucamonga Civic Center
COUNCIL CHAMBERS
10500 Civic Center Drive
Rancho Cucamonga, California

I. CALL TO ORDER

Pledge of Allegiance

Roll Call

Chairman Oaxaca _X_ Vice Chairman Macias _X_

Munoz _X_ Wimberly _X_ Fletcher _X_

Additional Staff Present: Candyce Burnett, Planning Director; Steven Flower, Assistant City Attorney; Tom Grahn, Associate Planner; Donald Granger, Senior Planner, Brian Sandona, Associate Engineer; Dominick Perez, Associate Planner; Lois Schrader, Planning Commission Secretary; Jennifer Yoshida Office Specialist I; Nikki Cavazos, Assistant Planner

II. PUBLIC COMMUNICATIONS

This is the time and place for the general public to address the Historic Preservation Commission or the Planning Commission on any item listed or not listed on the agenda. State law prohibits the Historic Preservation Commission or the Planning Commission from addressing any issue not previously included on the Agenda. The Historic Preservation Commission or the Planning Commission may receive testimony and set the matter for a subsequent meeting.

Comments are to be limited to five minutes per individual or less, as deemed necessary by the Chair, depending upon the number of individuals desiring to speak. All communications are to be addressed directly to the Historic Preservation Commission or Planning Commission, not to the members of the audience. This is a professional business meeting and courtesy and decorum are expected. Please refrain from any debate between audience and speaker, making loud noises, or engaging in any activity which might be disruptive to the decorum of the meeting.

None

III. CONSENT CALENDAR/HISTORIC PRESERVATION COMMISSION AND PLANNING COMMISSION

A. Consideration of regular meeting minutes dated July 13, 2016.

B. Consideration of adjourned meeting/workshop minutes dated July 13, 2016.

Moved by Wimberly, seconded by Fletcher, carried 5-0, to approve the Consent Calendar.

IV. PUBLIC HEARINGS/PLANNING COMMISSION

The following items have been advertised and/or posted as public hearings as required by law. The Chairman will open the public hearing to receive testimony. All such opinions shall be limited to 5 minutes per individual for each project. Please sign in after speaking.

C. CONDITIONAL USE PERMIT DRC2015-01190 – FIEDLER GROUP FOR RALPHS FUEL CENTER - A proposal to modify previously approved Conditional Use Permit DRC2010-00348 to allow the construction of an extension of 1,200 square feet to the existing overhead canopy, and installation of two (2) new fuel dispensers, at a gas station within an existing shopping center in the Neighborhood Commercial (NC) District, Terra Vista Community Plan (TVCP) located at the northeast corner of Haven Avenue and Base Line Road; APN: 1076-481-25. Related files: Minor Design Review DRC2015-01191, Conditional Use Permit DRC2010-00348, and Development Review DRC2010-00348D. On March 9, 2011 a Mitigated Negative Declaration was adopted by the Planning Commission for Conditional Use Permit DRC2010-00348. California Environmental Quality Act Section 15162 (a) provides that no further environmental review or Negative Declaration is required for subsequent projects or minor revisions to projects within the scope of a previous Negative Declaration.

D. MINOR DESIGN REVIEW DRC2015-01191 – FIEDLER GROUP FOR RALPHS FUEL CENTER - A proposal to construct an extension of 1,200 square feet to an existing overhead canopy, and install two (2) new fuel dispensers, to a gas station within an existing shopping center in the Neighborhood Commercial (NC) District, Terra Vista Community Plan (TVCP) located at the northeast corner of Haven Avenue and Base Line Road; APN: 1076-481-25. Related files: Conditional Use Permit DRC2015-01190, Conditional Use Permit DRC2010-00348, and Development Review DRC2010-00348D. On March 9, 2011 a Mitigated Negative Declaration was adopted by the Planning Commission for Development Review DRC2010-00348D. California Environmental Quality Act Section 15162 (a) provides

that no further environmental review or Negative Declaration is required for subsequent projects or minor revisions to projects within the scope of a previous Negative Declaration.

Nikki Cavazos, Assistant Planner, presented the staff report and Powerpoint presentation. She noted two proposed amended conditions placed before the Commissioners for their consideration (copy on file): delete the requirement for automatic fire sprinklers and also delete and reword #2: to read "Due to the condition to restripe the east leg of the intersection of Valencia Avenue at Haven Avenue, loops on the east leg shall be reinstalled per the City's latest project plans and specifications. The work shall include but is not limited to, Type D loops at the limit line, Type E loops elsewhere. Type D and Type E loops on separate detector channels, and new detector lead-in cables and detector cards for each added detector channel."

Commissioner Wimberly asked if the modifications to the site will improve circulation.

Ms. Cavazos said breaking up the linear planter and adding about 20 directional signs will improve circulation during peak hours.

Commissioner Fletcher asked if the arrows are between the pumps and if they are directional.

Ms. Cavazos reported that all the directional arrows will be painted on the pavement t improve circulation to and from the pumps.

Chairman Oaxaca opened the public hearing.

Ken Barton of the Fiedler Group representing the applicants said they accept the amended conditions. He noted they are also restriping on Valencia to improve the stacking problem.

Commissioner Fletcher informed Mr. Barton of needed improvements at the pumps such as replacing worn out key pads, lack of receipt paper and pump trigger issues and said the location is great but service at Costco is better.

Mr. Barton indicated these concerns are not part of the project but he would let corporate know. He said the problem with the pump trigger is due to the prior customer "topping off".

Chairman Oaxaca closed the public hearing.

Moved by Macias, seconded by Fletcher, carried 5-0 to adopt the Resolutions approving Conditional Use Permit DRC2015-01190 and Minor Design Review DRC2015-01191 with the amended conditions.

E. MUNICIPAL CODE AMENDMENT DRC2016-00616 – CITY OF RANCHO CUCAMONGA - A request to amend Titles 5, 9 and 17 of the Municipal Code to amend regulations regarding

new and existing massage establishments. This item is exempt from the requirements of the California Environmental Quality Act (CEQA) and the City's CEQA guidelines under CEQA section 15601.b.3. This item will be forwarded to the City Council for final action.

Dominick Perez, Associate Planner, gave the staff report and Powerpoint presentation.

Commissioner Wimberly asked for clarification regarding the chain of authority with respect to the Titles 5 and 9 portions of the application.

Mr. Perez explained that before the use was A CUP which runs with the land and now the permit is being removed from running with the land and will run with the business operation which gives more authority for the City to revoke the permit if the business is not complying.

Steven Flower, Assistant City Attorney said the review prior to issuance of the permit will be at staff level. The City will no longer regulate it as a land use and it will not be under Commission review; the City now will regulate it as a business. He said it will be the same type of review and but regulated by another arm of the City.

Commissioner Wimberly said it seems the Commission is being by-passed and the Commission has been removed from the process. He said the process also seems a little muddled for Doctors to add the use to their practice.

Commissioner Fletcher asked if the owner can appeal if his permit is revoked and if a complaint comes in on a business, who would handle that.

Mr. Flower said there will still be regulated as a land use but the regulation will be more specific to the operator than the land use. He said a revocation is appealable to the City Manager. The permit review and decision to issue or not to issue a permit is made in the Planning Department, and the operator's expertise and background are reviewed. If the decision is appealed it goes to the City Manager or his designee and if they don't like the decision, they can file a lawsuit. He said other types of licenses and permits issued by the City that also follow this path. He said the Planning Director will handle the complaints on these business operations.

Chairman Oaxaca opened the public hearing and hearing and seeing no comment, closed the public hearing. He mentioned that there are specific conditions listed that would trigger suspension/revocation. He asked how the conditions will be tracked and if there will there be regular checks and if the conditions can be enforced.

Mr. Perez said there is a massage task force in place that conducts inspections to ensure compliance and would also work with other agencies if operators are working outside of good business standards. He said this new process is a work in progress.

Mr. Flower said there is a provision in the new Title 5 found on page 22 of the agenda packet (Section 5.18.170) that provides for inspections. He noted that the State still certifies these individuals-and they can't practice without the certification. He said there is another level of review in that we can do a cross check with the State if we believe someone does not have the proper background. He said there is no feasible means to make sure all are up to date and current at all times but if complaints come in then we can start looking at other things that we might not look at in the initial application. He said the regular inspections gives us a chance to see the red flags.

Commissioner Fletcher said the State conducts a background check.

Mr. Flower said we confirm with the State if needed.

Moved by Wimberly, seconded by Fletcher, carried 5-0 to adopt the Resolution recommending approval of Municipal Code Amendment DRC2016-00616 by the City Council.

F. DEVELOPMENT CODE AMENDMENT DRC2016-00563 - CITY OF RANCHO CUCAMONGA - A supplement to Development Code Update DRC2010-00571 amending Title 17 (Development Code) of the Rancho Cucamonga Municipal Code to revise development standards for the Mixed Use (MU) District by removing maximum Floor Area Ratio (FAR) requirements. The City Council adopted a Negative Declaration of environmental impacts for this project on October 21, 2015. The California Environmental Quality Act provides that no further environmental review or Negative Declaration is required for subsequent projects or minor revisions to projects within the scope of a previous Negative Declaration. This item will be forwarded to the City Council for final action.

Tom Grahn, Associate Planner gave the staff report and Powerpoint presentation.

Commissioner Fletcher asked what was the original intent and purpose to establish FAR.

Mr. Grahn said at the time it was to restrict the overall size of the development. He said we did not realize the full impact of the restriction and how it would affect the proposition of mixed use and marketability. In response to Commissioner Fletcher, he said the restriction affects parking, density, building height, landscape standards, setbacks etc.

Chairman Oaxaca summarized by noting it does not fit for mixed use development.

Mr. Grahn said this requirement would prevent the higher residential density and commercial component we are looking for along Foothill Boulevard.

Commissioner Wimberly said it would essentially eliminate the residential component at a higher density.

Commissioner Munoz asked how this will impact parking for mixed use development and if it will require less, the same or more parking.

Mr. Grahn said will not require more parking. He said the parking requirement will still be tied to the number of bedrooms for the residential component and square footage for the commercial component. If an applicant comes in with more bedrooms per unit, then the parking calculation standard will trigger the need for more parking.

Chairman Oaxaca opened the public hearing and seeing and hearing no comment, closed the public hearing.

Moved by Wimberly, seconded by Macias, carried 5-0 to adopt the Resolution recommending approval of Development Code Amendment DRC2016-00563 by the City Council.

V. COMMISSION BUSINESS/HISTORIC PRESERVATION AND PLANNING COMMISSION

G. INTER-AGENCY UPDATES

None

H. COMMISSION ANNOUNCEMENTS

None

VI. ADJOURNMENT

7:50 PM

I, Lois J. Schrader, Planning Commission Secretary of the City of Rancho Cucamonga, or my designee, hereby certify that a true, accurate copy of the foregoing agenda was posted on August 4, 2016, at least 72 hours prior to the meeting per Government Code Section 54964.2 at 10500 Civic Center Drive, Rancho Cucamonga.

If you need special assistance or accommodations to participate in this meeting, please contact the Planning Department at (909) 477-2750. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired.

INFORMATION FOR THE PUBLIC

TO ADDRESS THE PLANNING COMMISSION

The Planning Commission encourages free expression of all points of view. To allow all persons to speak, given the length of the agenda, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. To encourage all views and promote courtesy to others, the audience should refrain from clapping, booing or shouts of approval or disagreement from the audience.

The public may address the Planning Commission on any agenda item. To address the Planning Commission, please come forward to the podium located at the center of the staff table. State your name for the record and speak into the microphone. After speaking, please sign in on the clipboard located next to the speaker's podium. It is important to list your name, address and the agenda item letter your comments refer to. Comments are generally limited to 5 minutes per individual.

If you wish to speak concerning an item *not* on the agenda, you may do so under "Public Comments." There is opportunity to speak under this section prior to the end of the agenda.

Any handouts for the Planning Commission should be given to the Planning Commission Secretary for distribution to the Commissioners. A copy of any such materials should also be provided to the Secretary to be used for the official public record.

All requests for items to be placed on a Planning Commission agenda must be in writing. Requests for scheduling agenda items will be at the discretion of the Commission and the Planning Director.

AVAILABILITY OF STAFF REPORTS

Copies of the staff reports or other documentation to each agenda item are on file in the offices of the Planning Department, City Hall, located at 10500 Civic Center Drive, Rancho Cucamonga, California 91730. These documents are available for public inspections during regular business hours, Monday through Thursday, 7:00 a.m. to 6:00 p.m., except for legal City holidays.

APPEALS

Any interested party who disagrees with the City Planning Commission decision may appeal the Commission's decision to the City Council within 10 calendar days. Any appeal filed must be directed to the City Clerk's Office and must be accompanied by a fee of $2,597 for all decisions of the Commission. (Fees are established and governed by the City Council).

Please turn off all cellular phones and pagers while the meeting is in session.
Copies of the Planning Commission agendas, staff reports and minutes can be found at www.CityofRC.us.

STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

RANCHO CUCAMONGA

Date: August 24, 2016

To: Chairman and Members of the Planning Commission

From: Dan James, Senior Civil Engineer

By: Willie Valbuena, Assistant Engineer

Subject: **VACATION OF A PORTION OF BASE LINE ROAD, LOCATED EAST OF AMETHYST STREET (V-232) – NAS ALTA LOMA, LLC** – A request to vacate a portion of Base Line Road, located east of Amethyst Street - APN 202-161-10 Related File: DRC2008-00909

RECOMMENDATION:

Staff recommends that the Planning Commission make the finding through minute action that the proposed vacation is in conformance with the General Plan.

BACKGROUND/ANALYSIS:

In conjunction with the review of Development Review DRC2008-00909 prior to approval by the Planning Commission, it was determined that there is an excess right-of-way on Base Line Road, east of Amethyst Street that needs to be vacated. Said excess right-of-way was previously granted to the County of San Bernardino on March 4, 1976 in Book 8876 Page 772. Once vacated, said excess right-of-way will be part of DRC2008-00909 development.

Utility companies, other agencies and various City divisions have been notified of the proposed vacation and were asked for comments. There were no objections to the vacation from any of the groups notified.

The vacation is consistent with the General Plan and the Development Code because said excess right-of-way is not required for street, highways and related purposes anymore and therefore will be part of DRC2008-00909 development.

Respectfully submitted,

Dan James

Dan James
Senior Civil Engineer

DJ:WV

Attachments: Vicinity Map
Exhibit "A" - Legal Description
Exhibit "B" - Plat

EXHIBIT "A"

That portion of Lot 6 of Block 8 of Cucamonga Homestead Association, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per map recorded in Book 6, Page 46, of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at a point on the west line of said Lot 6, North 0° 27' 20" West 29.17 feet from the south west corner thereof;

Thence northerly along the west line of said lot, North 0° 27' 20" West 17.68 feet to a point of cusp with a curve concave to the northeast having a radius of 20.00 feet and to which point a radial bears South 89° 32' 40" West, said curve being on the north line of an easement for highway and road purposes granted to the County of San Bernardino March 4, 1976 in Book 8876, Page 772, of Official Records of said county;

Thence southerly, southeasterly, and easterly 31.27 feet along said curve through a central angle of 89° 34' 30" to a point on a line parallel with and 27.00 feet north from the south line of said lot;

Thence easterly along said parallel line and along the north line of said easement, North 89° 58' 10" East 145.15 feet to the east line of that land granted to NAS ALTA LOMA, LLC November 29, 2012 in Document No. 2012-0509387, of Official Records of said county;

Thence southerly along said east line, South 0° 27' 20" East 10.00 feet to a point on a line parallel with and 17.00 feet north from the south line of said lot;

Thence westerly along said parallel line, South 89° 58' 10" West 152.92 feet;

Thence North 45° 01' 50" West 17.22 feet to the **Point of Beginning.**

Containing 1, 661 S.F. more or less.

Exhibit "B" attached hereto and by this reference made a part hereof.

Prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Atanacio Payán

Atanacio Payan, PLS 7796
My registration expires 12/31/2017
Date: 7-29-2016

LICENSED LAND SURVEYOR
ATANACIO PAYAN
P.L.S. 7796
STATE OF CALIFORNIA

V-232

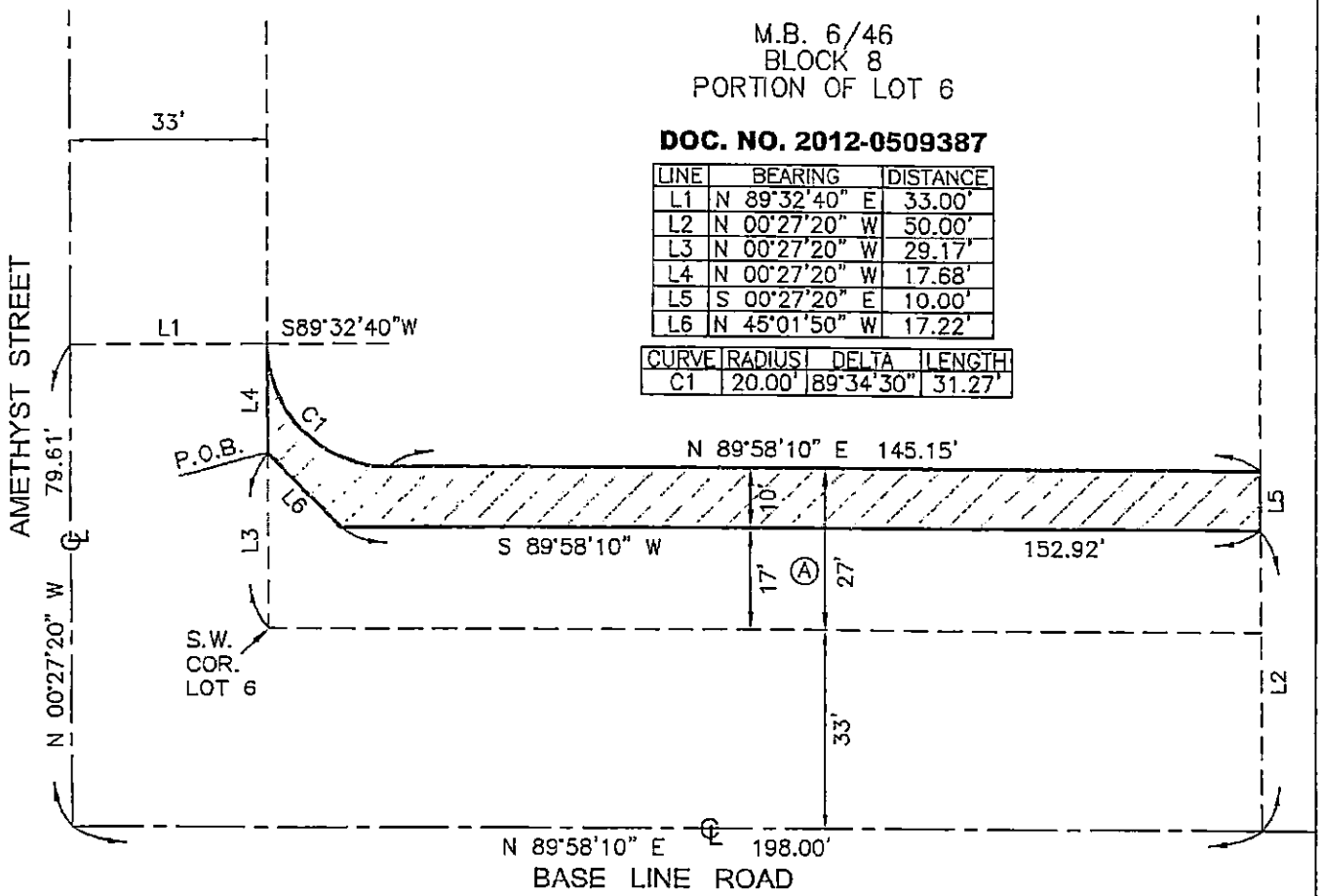
EXHIBIT "B"

M.B. 6/46
BLOCK 8
PORTION OF LOT 6

DOC. NO. 2012-0509387

LINE	BEARING	DISTANCE
L1	N 89°32'40" E	33.00'
L2	N 00°27'20" W	50.00'
L3	N 00°27'20" W	29.17'
L4	N 00°27'20" W	17.68'
L5	S 00°27'20" E	10.00'
L6	N 45°01'50" W	17.22'

CURVE	RADIUS	DELTA	LENGTH
C1	20.00'	89°34'30"	31.27'



BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CENTER LINE OF BASE LINE ROAD, BEING N 89° 58' 10" E AS SHOWN ON PARCEL MAP NO. 5545 FILED IN BOOK 54, PAGES 49 AND 50, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY.

NOTES:

(A) AN EASEMENT FOR HIGHWAY AND ROAD PURPOSES GRANTED TO THE COUNTY OF SAN BERNARDINO MARCH 4, 1976 IN BOOK 8876, PAGE 772, OF OFFICIAL RECORDS OF SAID COUNTY.

VACATION AREA

Atanacio Payán 7-29-2016
ATANACIO PAYAN DATE

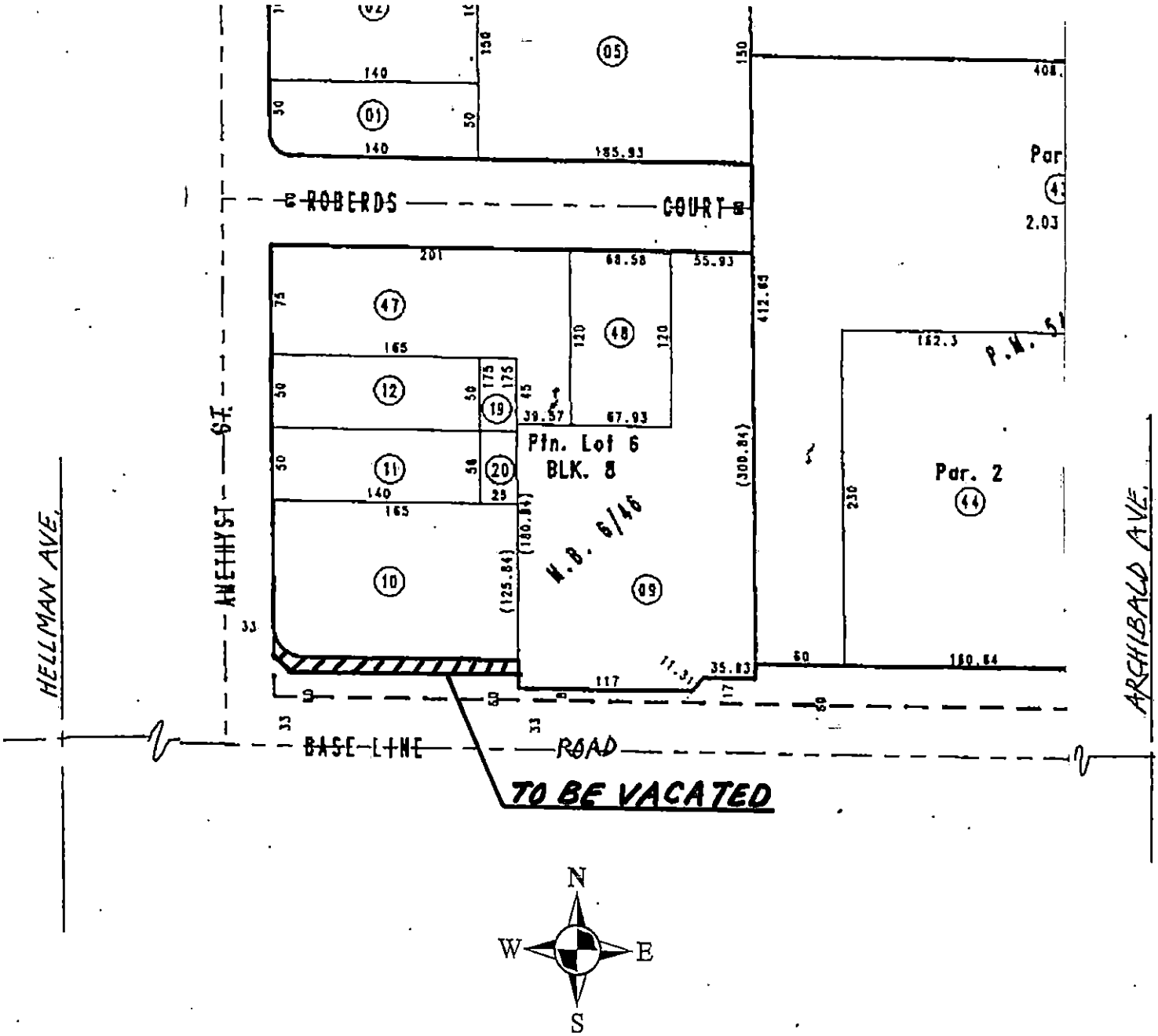
LICENSED LAND SURVEYOR
ATANACIO PAYAN
P.L.S. 7796
STATE OF CALIFORNIA

N

SCALE 1" = 30'

V-232

City of Rancho Cucamonga
Engineering Division
Vicinity Map



Item: V-232

Title: VICINITY MAP

STAFF REPORT

PLANNING DEPARTMENT

RANCHO CUCAMONGA

Date: August 24, 2016

To: Chairman and Members of the Planning Commission

From: Candyce Burnett, Planning Director

By: Tom Grahn, Associate Planner

Subject: DEVELOPMENT AGREEMENT AMENDMENT DRC2016-00667 – 7418 ARCHIBALD, LLC - An amendment to Development Agreement DRC2014-00610 between the City of Rancho Cucamonga and 7418 Archibald, LLC, for the purpose of providing a senior housing project in accordance with the Senior Housing Overlay Zoning District (SHOZD), including deviating from certain development standards, for the development of a 24,641 square foot, 60-unit, senior apartment complex on 2.25 acres of land located on the west side of Archibald Avenue, south of Base Line Road; APN: 0208-031-58 and 0208-031-59. The City Council adopted a Negative Declaration of environmental impacts for this project on June 3, 2015. The California Environmental Quality Act provides that no further environmental review of Negative Declaration is required for subsequent projects or minor revisions to projects within the scope of a previous Negative Declaration.

RECOMMENDATION: Staff recommends the Planning Commission adopt the attached resolution recommending the City Council approve Development Agreement Amendment DRC2016-00667.

BACKGROUND: On May 13, 2015, the Planning Commission recommended the City Council adopt Development Agreement DRC2014-00610, General Plan Amendment DRC2014-00546, and Zoning Map Amendment DRC2014-00547, and approved Design Review DRC2014-00545, Minor Exception DRC2014-00713, and Tree Removal Permit DRC2015-00275 contingent upon the City Council approval of the General Plan Amendment, Zoning Map Amendment, and Development Agreement applications. On June 3, 2015, the City Council approved General Plan Amendment DRC2014-00546, Zoning Map Amendment DRC2014-00547, and Development Agreement DRC2014-00610. On June 17, 2015, the City Council heard the second reading of the Ordinances approving Zoning Map Amendment DRC2014-00547 and Development Agreement DRC2014-00610.

Approval of Development Agreement DRC2014-00610 provided for the development of a senior housing project in accordance with the Senior Housing Overlay Zoning District (SHOZD), including deviating from certain development standards for the proposed development of a 24,641 square foot, 60-unit, senior apartment complex on 2.25 acres of land located on the west side of Archibald Avenue, south of Base Line Road. Related applications include: General Plan Amendment DRC2014-00546 amending the General Plan land use designation from Low (L) Residential to High (H) Residential; Zoning Map Amendment DRC2014-00547 amending the Zoning Map from the Low (L) Residential District to the High (H) Residential District and to establish a SHOZD; Design Review DRC2014-00545 requesting to develop a 24,641 square foot, 60-unit, three-story senior apartment complex on 2.25 acres of land in the High (H) Residential District (24-30 dwelling units per acre); Minor Exception DRC2014-00713 requesting to increase the height of a combination retaining and garden wall height from 6 feet to 8 feet along the west and south property line; and Tree Removal Permit DRC2015-00275 requesting the removal of 3 heritage trees.

ANALYSIS: Following the June 17, 2015, City Council action, the applicant submitted to the California Tax Credit Allocation Committee (TCAC) to obtain low income tax credit financing for this affordable senior

housing project. On February 17, 2016 the Successor Housing Agency approved an amendment to the Acquisition, Disposition, Development, and Loan Agreement (ADDLA) between the City and the Developer for this project to allow for the use of 4% low income housing tax credit financing, along with other financing resources, should the Developer be unsuccessful in securing a 9% low income housing tax credit from the TCAC. The use of 4% low income tax credits for the project required a modification to the unit affordability due to a reduction in the amount of revenues to construct and manage the project. This income affordability modification was included in the amendment to the ADDLA. The Developer was unsuccessful in receiving a 9% low income tax credit approval in March 2016 and notified the City of its intent to pursue the 4% low income housing tax credit financing. The purpose of this Amendment is to modify the affordability requirements included in the Development Agreement for the project as a result of the change in tax credit financing. The proposed Development Agreement Amendment only amends the terms of the agreement, not the development of the related senior apartment complex.

Environmental Assessment: Pursuant to the California Environmental Quality Act (CEQA) and the City's local CEQA Guidelines, the City adopted a Mitigated Negative Declaration on June 3, 2015, in connection with the City's approval of Development Agreement DRC2014-00610. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project. No substantial changes are proposed to the project that indicate new or more severe impacts on the environment; no substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; no new important information shows the project will have new or more severe impacts than previously considered; and no additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts. On June 3, 2015, the City adopted a Mitigated Negative Declaration regarding the proposed development of a 24,641 square foot, 60-unit, senior apartment complex on 2.25 acres of land located on the west side of Archibald Avenue, south of Base Line Road. Accordingly, there have been no substantial changes to the project or the circumstances surrounding the project which would create new or more severe impacts than those evaluated in the previous Mitigated Negative Declaration. Staff further finds that the project will not have one or more significant effects not discussed in the previous Mitigated Negative Declaration, not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less-than-significant.

CORRESPONDENCE: This item was advertised as a public hearing in the Inland Valley Daily Bulletin newspaper in a large, and the property was posted.

Respectfully submitted,

Candyce Burnett
Planning Director

CB:TG/ls

Attachments: Exhibit A - Development Agreement DRC2014-00610 Senior Citizens' Housing by and Between the City of Rancho Cucamonga and 7418 Archibald LLC (CO 15-122)
Resolution of Approval for Development Agreement Amendment DRC2016-00667, with Attachment A - First Amendment to Development Agreement DRC2014-00610 Senior Citizens' Housing by and between the City of Rancho Cucamonga and 7418 Archibald LLC (CO 15-122)

Recorded In Official Records, County of San Bernardino

7/21/2016
2:58 PM
SG
SAN

BOB DUTTON
ASSESSOR – RECORDER – CLERK

P Counter

Doc#: 2016–0292138

Titles: 1 Pages: 23

Fees	0.00
Taxes	0.00
Other	0.00
PAID	$0.00

Tom Grahn

RECORDING REQUESTED BY:

CITY OF RANCHO CUCAMONGA

and

WHEN RECORDED MAIL TO:

City Clerk
City of Rancho Cucamonga
P.O. Box 807
Rancho Cucamonga, CA, 91729

DEVELOPMENT AGREEMENT DRC 2014-00610 SENIOR CITIZENS' HOUSING
BY AND BETWEEN THE CITY OF RANCHO CUCAMONGA AND 7418 ARCHIBALD LLC
(CO 15-122)

Title of Document

EXHIBIT A

CONTRACT NO. CO 15-122

DEVELOPMENT AGREEMENT DRC2014-00610

SENIOR CITIZENS' HOUSING

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the Effective Date by and between 7418 ARCHIBALD LLC, a California limited liability company ("Developer"), and the CITY OF RANCHO CUCAMONGA, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS

A. California Government Code Sections 65864 et seq. authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

B. California Government Code Section 65915 provides that a city may, by agreement with a developer, grant a density bonus over that allowed by the maximum density established in the development code and land use element of the general plan when a developer agrees to construct housing for low income households.

C. Developer has requested City to consider the approval of a development agreement, with a density bonus, pertaining to that real property located entirely within City, the common and legal description of which is set forth in Exhibit "A," attached hereto and incorporated herein by this reference and hereinafter is referred to as the Site."

D. The Developer proposes to construct a senior housing residential project, including low income units, within the City. Said project contemplated by Developer will require an increase in the maximum density as currently provided in the Senior Housing Overlay District.

E. It is the desire of City to encourage developments designed to provide affordable rental units for senior residents of the City. In furtherance of that desire, the City is hereby willing to grant a density bonus to Developer as provided by the terms of this Agreement.

F. On June 17, 2015, City adopted its Ordinance No. 876 approving this Development Agreement with Developer and said action was effective on July 17, 2015.

1076\55\1639142.5

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

a. "40% Income Qualified Tenants" shall mean Qualified Tenants whose annual income does not exceed forty percent (40%) of the Area Median Income.

b. "Affordable Rents" shall mean the total charges for rent, utilities, and related services to an Extremely Low Income Qualified Tenant shall not exceed one-twelfth of thirty percent (30%) of Extremely Low Income, adjusted for household size; to a 40% Income Qualified Tenant shall not exceed one-twelfth of thirty percent (30%) of 40% of Area Median, adjusted for household size; and to a Very Low Income Qualified Tenant shall not exceed one-twelfth of thirty percent (30%) of Very Low Income, adjusted for household size. Initial rents for each unit shall be set by the Developer at the time of initial occupancy of the Development. Rents may be adjusted annually by the same percentage that income has increased, if any, for an Extremely Low Income Qualified Tenant, a 40% Income Qualified Tenant and a Very Low Income Qualified Tenant, based on changes in the Area Median Income. Rents may be set at the California Tax Credit Allocation Committee allowable rents for a specific year for the comparable income categories of Qualified Tenants as specified in this Agreement. Tenants occupying units restricted by this Agreement shall be given at least thirty (30) days written notice prior to any rent increase. Examples of these affordable rent calculations are attached on Exhibit C.

c. "Area Median Income" shall mean the median income for households in San Bernardino County, California, as published from time to time by the United States Department of Housing and Urban Development ("HUD") in a manner consistent with the determination of median gross income under Section 8 of the United States Housing Act of 1937, as amended, and as defined in Title 25, California Code of Regulations, Section 6932. In the event that such income determinations are no longer published by HUD, or are not updated for a period of at least 18 months, the City shall use the income determinations used by the California Tax Credit Allocation Committee or alternatively the Owner shall establish income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

d. "City" is the City of Rancho Cucamonga, California.

e. "Effective Date" shall mean the 31st calendar day following adoption of the ordinance approving this Agreement by City's City Council.

f. "Extremely Low Income Qualified Tenants" shall mean Qualified Tenants whose annual income does not exceed the qualifying limits as specified in California Health and Safety Code Section 50106, as amended.

g. "Lower Income Qualified Tenants" shall mean Qualified Tenants whose annual income does not exceed the qualifying limits as specified in California Health and Safety Code Section 50079.5, as amended.

h. "Project" is the development approved by City comprised of sixty (60) apartment units, recreational and common area facilities, sixty (60) parking spaces and other amenities on the Site, all as set forth more fully in the site plan for Environmental Assessment and Design Review DRC2014-00545 submitted by Developer and approved by City, a copy of which is attached hereto, marked as Exhibit "B" and is incorporated herein by this reference. The Project is subject to the conditions of approval which are not changed, altered or modified by this Development Agreement unless specifically set forth herein.

i. "Qualified Project Period" means the time period beginning with the date the certificate of occupancy is issued for the Project and continuing for fifty-five (55) years thereafter.

j. "Qualified Tenants" shall mean households consisting of a person who is 55 years of age or older and any qualified permanent residents under the applicable provisions of California Civil Code Section 51.3 and the federal Fair Housing Act (except to the extent the Project utilizes federal funds whose programs have differing definitions for senior projects in which case those definitions will apply).

k. "Very Low Income Qualified Tenants" shall mean Qualified Tenants whose annual income does not exceed the qualifying limits as specified in California Health and Safety Code Section 50105, as amended.

2. Recitals. The recitals are part of the agreement between the parties and shall be enforced and enforceable as any other provision of this Agreement.

3. Interest of Property Owner. Developer warrants and represents that it has entered into an escrow or other agreement by which it is to acquire full legal title to the real property of the Site and that it has full legal right to enter into this Agreement.

4. Binding Effect of Agreement. The Developer hereby subjects the development and the land described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. The City and the Developer hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Developer's successors and assigns in title or interest to the Development. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the development or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

5. Relationship of Parties. It is understood that the contractual relationship between City and Developer is such that Developer is an independent party and is not the agent of City for any purpose whatsoever.

6. Term of Agreement. The term of the Agreement shall commence on the Effective Date and shall expire fifty-five (55) years after the commencement of the Qualified Project Period, so long as Developer remains in material compliance with this Agreement, as from time to time amended. This Agreement shall be deemed to be terminated automatically if Developer does not

obtain a Certificate of Occupancy for the entirety of the Project within five (5) years after the Effective Date, except to the extent this time frame is extended by the City Manager, or designee, in writing in his or her reasonable discretion.

7. Restrictions on Rental Units. During the term of this Agreement, all tenants, occupants and residents shall be Qualified Tenants. However, it is expressly understood by the parties hereto that the Project has been specifically designed to meet the unique needs of senior tenants. The apartment units in the Project shall not be rented, occupied, leased or subleased to occupants who are not Qualified Tenants.

8. Rental Requirements. During the Qualified Project Period, at least six (6) of the units in the Project shall be rented, leased or held available for Extremely Low Income Qualified Tenants at affordable rents; at least twelve (12) of the units in the Project shall be rented, leased or held available for 40% Income Qualified Tenants at affordable rents; and at least eleven (11) of the units in Project shall be rented, leased or held available for Very Low Income Qualified Tenants at affordable rents. All other units in the Project shall be rented, leased or held available for Lower Income Qualified Tenants.

9. No Conversion. During the term hereof, all apartment units in the Project shall remain rental units. During the term hereof, no apartment unit in the Project shall be eligible for conversion from rental units to condominiums, townhomes or any other common interest subdivision without consent of the City Council.

10. On-site Manager. A full-time manager shall be provided on the Project site.

11. Submission of Materials and Annual Review. Prior to occupancy, Developer shall submit to City tenant selection procedures which shall detail the methods which Developer shall use to advertise the availability of apartments in the Project and screening mechanisms which Developer intends to use to limit the occupancy of the apartments to Qualified Tenants, including the income restrictions on some of the units as set forth in this Agreement.

On or before March 15 of each year following the commencement of the Qualified Project Period, the Developer, or its representative, shall file a certificate of continuing program compliance with the City. Each such report shall contain such information as City may require including, but not limited to, the following:

a. Rent schedules then in effect, including utility charges (if any);

b. A project occupancy profile;

c. A description of the physical condition and maintenance procedures for the Project, including apartment units, landscaping, walkways and recreational areas.

City shall be allowed to conduct physical inspections of the Project as it shall deem necessary, provided that said inspections do not unreasonably interfere with the normal operations of the Project and reasonable notice is provided. City shall repair any damage and shall defend, indemnify and hold

Developer harmless from and against any claims, liabilities, damages, costs, expenses incurred by Developer relating in any way to City's inspections and investigations.

12. Tenant Selection, Contracts and Rules and Regulations. On receipt of applications for income restricted units, Developer shall determine the eligibility of the occupancy under the terms of this Agreement. Verification of tenant income eligibility shall include one or more of the following factors, or any other factors permitted by the California Tax Allocation Committee for the low income housing tax credit program:

a. Obtain an income verification form from the Social Security Administration and/or the California Department of Social Services, if the applicant receives income from either or both agencies;

b. Obtain an income tax return for the most recent tax year;

c. Conduct a TRW or similar financial search;

d. Obtain an income verification from all current employers; and

e. If the applicant is unemployed and has no tax return, obtain another form of independent verification.

Developer shall be entitled to rely on the information contained in the application sworn to by the applicant. All agreements for rental of all apartment units in the Project shall be in writing.

The form of proposed rent or lease agreement shall be reviewed and approved by City prior to the commencement of the Qualified Project Period. Such agreement shall include all rules and regulations governing tenancy within the Project.

13. Termination and Eviction of Tenants. A tenancy may be terminated without the termination being deemed an eviction under the following circumstances:

a. The death of the sole tenant of the unit;

b. By the tenant at the expiration of the term of occupancy or otherwise upon thirty (30) days' written notice;

c. By abandonment of the premises by the tenant; or

d. By failure of a tenant to execute or renew a lease.

Any termination of a tenancy other than those listed above in this paragraph 13 shall constitute an eviction. Developer shall only evict in compliance with the provisions of California law and then only for material noncompliance with the terms of the rental agreement.

14. Hazard Insurance. Developer shall keep the Project and all improvements thereon insured at all times against loss or damage endorsement and such other risks, perils or coverage as

Developer may determine. During the term hereof, the Project shall be insured to its full insurance replacement value.

15. Maintenance Guarantee. Developer shall comply with all City maintenance standards enacted from time to time.

16. Standards and Restriction Pertaining to Development of the Real Property. The following specific restrictions shall apply to the use of the Site during the term of this Agreement:

a. Developer is required to obtain all necessary land use entitlements, approvals and permits for the Project.

b. Only residential uses of the real property shall be permitted in the Project; and

c. The maximum density of residential dwelling units in the Project shall never greater than 30 dwelling units per acre.

17. Development Incentives. The City will grant Developer the following development incentives for development of the Project:

a. Increase the maximum density on the site from 24 dwelling units per acre to 26.6 dwelling units per acre; and

b. Decrease the required number of on-site parking spaces to a minimum ratio of 0.7 non-covered parking spaces per unit, however, the Developer will provide a minimum ratio of 1 non-covered parking spaces per unit.

18. Project Design Amenities for Senior Citizens. The Project open space, buildings and individual apartments shall be designed with physical amenities catering to the needs and desires of the senior citizen residents. The following physical amenities shall be substantially included in the Project:

a. Unit sizes shall be 693 square feet for 1-bedroom residential units and 945 square feet for 2-bedroom residential units;

b. Elevator service shall be provided to all upper story apartments;

c. All common access areas in the Project such as entryways, walkways, and hallways will be wide enough to accommodate wheelchairs;

d. The Project will meet all applicable current requirements for access and design imposed by law as administered by the City building and safety department, including, but not limited to, the Fair Housing Act (42 U.S.C. Sec. 3601 et seq.), the Americans with Disabilities Act (42 U.S.C. Sec. 12101 et seq.), and the regulations promulgated at Title 24 of the California Code of Regulations that relate to access for persons with disabilities or handicaps;

e. All units shall possess secured entryways off a common enclosed hallway; and

f. The Project is designed to encourage social contact by providing at least one common room (the Project community room) and at least some common open space (the Project's garden meeting spaces).

19. Indemnification. Developer agrees to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect operations of Developer or those of its contractor, subcontractor, agent, employee or other person acting on its behalf which relate to the Project. Developer agrees to and shall defend City and its elected officials, officers, agents and employees with respect to actions for damages caused or alleged to have caused by reason of Developer's activities in connection with the Project. Notwithstanding the foregoing, this provision shall not apply to any such claims which arise out of, or by reason of, the sole negligence or willful misconduct of the City.

20. Amendments. This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code Sections 65868 et seq.

21. Event of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

a. If a material warranty, representation or statement is made or furnished by Developer to City and is false or proved to have been false in any material respect when it was made;

b. A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in paragraph 22.

22. Enforcement. In the event of a default under the provisions of this Agreement by Developer, City shall give written notice to Developer (or its successor) at the address of the Project, and by registered or certified mail addressed to the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after such notice is given, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently pursued by Developer), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of Developer growing out of the operation of this Development Agreement, apply to any court, state or federal, for injunctive relief against any violation by Developer of any provision of this Agreement, or apply for such other relief as may be appropriate.

After completion of the Project pursuant to the terms of this Agreement, any default may alternatively be enforced as any normal violation of the standards and provisions of the Rancho Cucamonga Municipal Code.

23. No Wavier of Remedies. City does not waive any claim of defect in performance by Developer if on periodic review City does not enforce or terminate this Agreement. Nonperformance

by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult or expensive or because of a failure of any third party or entity, other than City. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing development agreements are available to the parties to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

24. Rights of Lenders Under this Agreement. Should Developer place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of said encumbrance or lien, including, but not limited to, mortgages, shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

a. Do any act or thing required of Developer under this Agreement, and any such act or thing done or performed by Lender shall be as effective as if done by Developer itself;

b. Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "the trust deed");

c. Transfer, convey or assign the title of Developer to the Project to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and

d. Acquire and succeed to the interest of Developer by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

The City agrees that the terms of this Agreement are subordinate to any such financing instrument and shall execute from time to time any and all documentation reasonably requested by Developer or Lender to effect such subordination.

25. Notice to Lender. City shall give written notice of any default or breach under this Agreement by property owner to Lender and afford Lender the opportunity after service of the notice to:

a. Cure the breach or default within sixty (60) days after service of said notice, where the default can be cured by the payment of money;

b. Cure the breach or default within sixty (60) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

c. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within sixty (60) days after said notice, provided that acts to cure the breach or default are

commenced within a sixty (60) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

26. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by Developer by commencing proceedings to foreclose its encumbrance or lien on the Project. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien.

27. Notice. Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

Developer: 7418 Archibald LLC
c/o Orange Housing Development Corporation
414 E. Chapman Avenue
Orange, California 92866

with a copy to:

C & C Development Co., LLC
14211 Yorba St., Ste. 200
Tustin, CA 92780
Attn: Todd Cottle

City: City of Rancho Cucamonga
10500 Civic Center Drive
P.O. Box 807
Rancho Cucamonga, CA 91730
Attn: City Manager

28. Attorneys' Fees. In any proceedings arising from the enforcement of this Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and its reasonable attorneys' fees incurred during the proceeding as may be fixed within the discretion of the court.

29. Binding Effect. This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

30. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

31. Partial Invalidity. If any provisions of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

32. Recordation. This Agreement shall be recorded in the Official Records of the County Recorder of the County of San Bernardino.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth herein.

DEVELOPER:

7418 ARCHIBALD LLC, a California limited liability company

By: Orange Housing Development Corporation, a California nonprofit corporation, its member

By: _____
Eunice Bobert
Chief Executive Officer

By: C&C Development Co., LLC, a California limited liability company, its member

By: _____
Todd R. Cottle, its member

By: The Cottle Family Trust Dated 3/8/1987, its member

By: _____
Barry A. Cottle, Trustee

CITY:

CITY OF RANCHO CUCAMONGA, a municipal corporation

By: _____
L. Dennis Michael
Mayor

ATTEST:

_____
Janice C. Reynolds, City Clerk

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON

By: _____
City Attorney

1076\55\1639142.5

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Bernardino }

On 7/20/2016 before me, Melissa Miller, Notary Public,
(Here insert name and title of the officer)

personally appeared Lloyd Dennis Michael,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

MELISSA MILLER
Commission # 2141479
Notary Public - California
San Bernardino County
My Comm. Expires Feb 2, 2020

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

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

STATE OF CALIFORNIA)
)
COUNTY OF Orange)

On May 29, 2015, before me, Stephen J. Edwards, Notary Public, personally appeared Todd R. Cottle, Barry A. Cottle, Eunice Bobert, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

STEPHEN JEFFREY EDWARDS
Commission # 2059013
Notary Public - California
Orange County
My Comm. Expires Feb 23, 2018

Name: Stephen J. Edwards
Notary Public

1076 55 1639142.5

EXHIBIT "A"

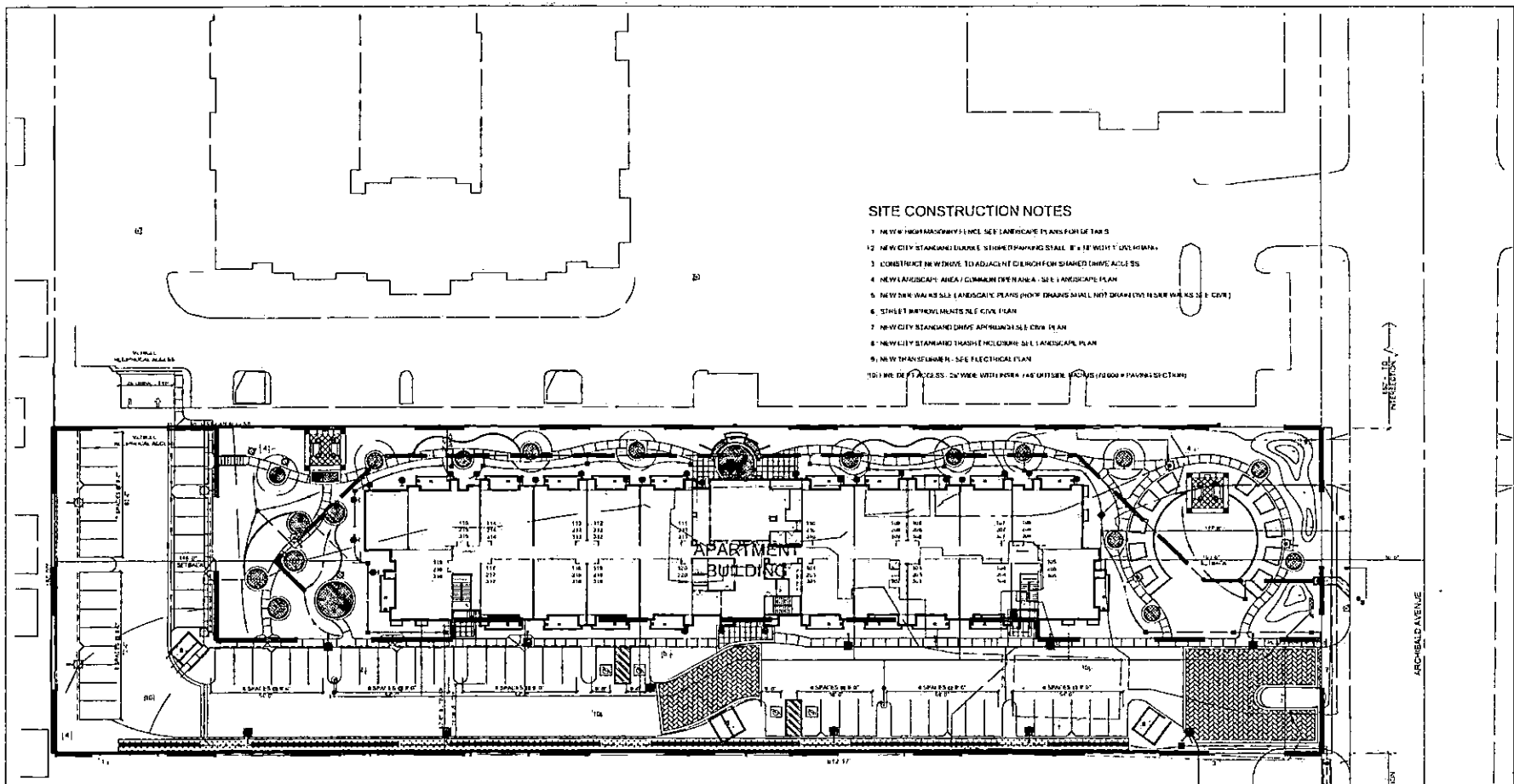
SITE LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

The North 160 feet of the South 1/2 of Lot 1, Section 3, Township 1 South, Range 7 West, San Bernardino Base and Meridian according to the Map of Cucamonga Lands, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per Map recorded in Book 4 Page 9 of Maps, in the office of the County Recorder of said County.

EXCEPT the East 45 feet thereof conveyed to the County of San Bernardino, a body corporate in the Deed recorded March 19, 1965, in Book 6352, Page 952, of Official Records.

APN: **0208-031-58-0-000, 0208-031-59-0-000**



SITE CONSTRUCTION NOTES

1. NEW 6' HIGH MASONRY FENCE. SEE LANDSCAPE PLANS FOR DETAILS
2. NEW CITY STANDARD DURABLE STRIPE PARKING STALL. 8' x 18' WITH 1' OVERHANG
3. CONSTRUCT NEW DRIVE TO ADJACENT CHURCH FOR SHARED DRIVE ACCESS
4. NEW LANDSCAPE AREA / COMMON OPEN AREA - SEE LANDSCAPE PLAN
5. NEW SIDEWALKS SEE LANDSCAPE PLANS (ROOF DRAINS SHALL NOT DRAIN ONTO SIDEWALKS SEE CIVIL)
6. STREET IMPROVEMENTS SEE CIVIL PLAN
7. NEW CITY STANDARD DRIVE APPROACH SEE CIVIL PLAN
8. NEW CITY STANDARD TRASH ENCLOSURE SEE LANDSCAPE PLAN
9. NEW TRANSFORMER - SEE ELECTRICAL PLAN
10. FIRE DEPT ACCESS - 26' WIDE WITH INSIDE / 46' OUTSIDE RADIUS (12,000 # PAVING SECTION)

PROJECT DATA

OPEN SPACE (Common & Private)

Required
35% of 2.25 Acre Site Area – 33,304 SF

Provided
Private Patios
16 One Bedroom Patios x 150 sf – 2400 sf
4 Two Bedroom Patios x 150 sf – 600 sf
32 One Bedroom Patios x 102 sf = 3264 sf
8 Two Bedroom Patios x 102 sf = 816 sf
Total Private Area 7080 sf

Community Room 1164 sf

Exterior Common Open Space 33753 sf (See Landscape Plan)

TOTAL OPEN SPACE PROVIDED 41997 SF

IMPERVIOUS AREA

EXISTING 21500 SF EXISTING TO BE REMOVED 21500 SF
NEW 65986 SF

BUILDING AREA / UNIT MIX

	Building Area	Habitable	Patio	Totals
48	1 Bedroom	693 SF	102 SF	38160 SF
12	2 Bedroom	945 SF	102 SF	12564 SF
	Community/Office	3508 sf	-	3508 SF
	Halls / Stairs	6252 SF		6252 SF
60	Units			60484 SF TOTAL BLDG

BUILDING AREA JUSTIFICATION

APARTMENT BUILDING
Basic Area Per Table 503 12000 sf
Hours X2
Total Allowable per Building 24000 sf
(see Building for Two Hour Area Separation Walls)

APPLICANT	Orange Housing Development Corporation C & C Development 14211 Yorba St #200 Tustin, CA 92780 714-788-7600 (Todd Cottle / Scott Bering)
ARCHITECT	Hard Hat Inc 6885 Alton Parkway #100 Irvine, CA 92618 949 788 0222 x106 (Harry Adkins)
PROJECT ADDRESS	7418 7422 Archibald Ave Rancho Cucamonga, CA
AP #	0208 091-58 0000 & 0208 091-59 0000
SITE AREA	2.25 acres
EXISTING GEN PLAN	LOW (2-4 DU / Acre)
PROPOSED GEN PLAN	HIGH (24-30 DU / Acre) with SH Overlay
OCCUPANCY	R-2 (Apartment Units) / B (Leasing Office/Community Room)
CONSTRUCTION TYPE	V-A 1 Hour (Fire Sprinklered - NFPA 13R)
LOT COVERAGE	28.0% (First Floor area)
FAR	31.9% 1st FLR / 19.0% 2nd FLR / 11.3% 3rd FLR (35552 SF) (21462 SF) (12836 SF) TOTAL FAR – 61.9% (69850 SF)
D U / ACRE	26.6 (24 DU/Acre + 20% SH Density Bonus – 28.8 DU/ Acre allowed)
ACCESSIBLE UNITS	60 Elevator Served Units x 10% – 6 units
PARKING	REQUIRED 60 Units x 1.5 = 47 spaces PROVIDED 60 Spaces Provided (5% ADA accessible)

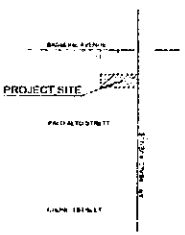
SITE PLAN

SEE CIVIL, ELECTRICAL AND LANDSCAPE PLANS FOR ADDITIONAL SITE INFORMATION

EXTERIOR LIGHTING SHALL PROVIDE SUFFICIENT ILLUMINATION FOR THE SITE (UNIT 30 FOOTCANDLES SHALL BE THE CALCULATED MINIMUM) TO PROVIDE SAFE AND SECURE ACCESS. SEE SITE LIGHTING PLAN

SHEET INDEX

A1	SITE PLAN / PROJECT INFO
A2	FLOOR PLANS
A3	ROOF PLAN
A4	EXTERIOR ELEVATIONS
A5	COMMUNITY BUILDING
A6	UNIT PLANS
A7	SECTION / DETAILS
A8	FIRE ACCESS PLAN
A9	CONCEPT MASTER PLAN
A10	ALTERNATE ENTRY DRIVE PLAN
SUM	SITE UTILIZATION PLAN
C1	CIVIL TITLE SHEET
C2	CIVIL SECTIONS & DETAILS
C3	CONCEPT GRADING PLAN
C4	WQMP SITE & DRAINAGE PLAN
L1	CONCEPT LANDSCAPE PLAN
L1A	ALTERNATE ENTRY CONCEPT
L2	PLANTING & GARDEN DETAILS
L3	OPEN SPACE AMENITIES
L4	MATERIALS & FURNISHINGS
L5	WALLS AND FENCES
E1	ELECTRICAL SPECIFICATIONS
ES1	SITE LIGHTING
EP1	SITE LIGHTING PHOTOMETRIC



VICINITY MAP

HARDHAT associates, inc.
ARCHITECTS + BUILDERS
6885 alton parkway
irvine, ca 92618
949 788 0222 fax 453 8796

VILLA PACIFICA II
7418 Archibald Ave
Rancho Cucamonga, CA

OWNER / DEVELOPER
ORANGE HOUSING DEVELOPMENT CORPORATION
C & C DEVELOPMENT
14211 Yorba St
Tustin, CA 92780

No	Date	Description	By
	05.14	Planning Submittal	
	8.14	Planning Submittal	
	10.14	Planning Submittal	

checked by:
drawn by:
date issued:
job number:

SITE PLAN
PROJECT DATA

sheet number
A1

EXHIBIT "C"

EXAMPLE INCOME AND AFFORDABLE RENT CALCULATIONS

Examples of the maximum incomes and Affordable Rents for different income levels as restricted under this Agreement are shown on the following charts which are the maximum income levels and rents published by the California Tax Credit Allocation Committee for 2015 for projects placed in service after March 6, 2015. These charts are for illustrative purposes only and the actual maximum incomes and Affordable Rents will be based on the charts published by the California Tax Credit Allocation Committee for each year after the Project is placed in service.

MAXIMUM INCOMES

Revised per HUD Notice
Effective: March 6, 2015

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE
2015

Maximum Income Levels

For Projects Placed in Service on or after 3/6/2015

County	One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
SAN BERNARDINO								
100% Income Level	$43,500	$49,700	$55,900	$62,100	$67,100	$72,100	$77,100	$82,000
60% Income Level	$26,100	$29,820	$33,540	$37,260	$40,260	$43,260	$46,260	$49,200
55% Income Level	$23,925	$27,335	$30,745	$34,155	$36,905	$39,655	$42,405	$45,100
50% Income Level	$21,750	$24,850	$27,950	$31,050	$33,550	$36,050	$38,550	$41,000
45% Income Level	$19,575	$22,365	$25,155	$27,945	$30,195	$32,445	$34,695	$36,900
40% Income Level	$17,400	$19,880	$22,360	$24,840	$26,840	$28,840	$30,840	$32,800
35% Income Level	$15,225	$17,395	$19,565	$21,735	$23,485	$25,235	$26,985	$28,700
30% Income Level	$13,050	$14,910	$16,770	$18,630	$20,130	$21,630	$23,130	$24,600

AFFORDABLE RENTS

Revised per HUD Notice
Effective: March 6, 2015

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

2015

Maximum Rents for Projects From Ceilings Post-1989 and Those from the Pre-1990 Ceilings That Elected with the Secretary of the Treasury* to use the Post-1989 Rents

**(See IRC Section 42 - Section 13142(c) of the Omnibus Budget Reconciliation Act of 1993)*

For Projects Placed in Service on or after 3/6/2015

County	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR
SAN BERNARDINO						
100% Income Level	$1,086	$1,164	$1,396	$1,614	$1,802	$1,988
60% Income Level	$652	$699	$838	$969	$1,081	$1,193
55% Income Level	$598	$640	$768	$888	$991	$1,093
50% Income Level	$543	$582	$698	$807	$901	$994
45% Income Level	$489	$524	$628	$726	$811	$894
40% Income Level	$435	$466	$559	$646	$721	$795
35% Income Level	$380	$407	$489	$565	$630	$696
30% Income Level	$326	$349	$419	$484	$540	$596

EXHIBIT "B"

SITE PLAN

[attached]

1076\55\1639142.5

Bank of America
Merrill Lynch

TERM SHEET
(Soft Pay Subordinate Loan)

May 28, 2015

VIA EMAIL

Todd Cottle
C&C Development
14211 Yorba Street, Suite 200
Tustin, CA 92780

Re: Soft Pay Subordinate Loan for 815 N. Harbor, located in Santa Ana, California (the "Project")

Dear Todd:

This letter will serve as a preliminary outline of the terms under which Bank of America, N.A. (the "Bank") would consider a loan request on the above referenced project. **This letter does not represent an offer or commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the loan request under the Bank's internal approval process. The Bank may decline to approve the loan request. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence to submit the loan request. The proposed terms and conditions are as follows:**

Project: To be constructed 70-unit apartment complex located on 2.26 +/- acres in Santa Ana, California on the above referenced property.

Borrower: Form and substance of Borrower must be acceptable to the Bank.

Reporting Requirements: Borrower and Guarantors' financial statements, covenant compliance certificates, property operating statements, leasing summaries shall and any other reports required by Bank shall be provided in detail and frequency as determined by the Bank in its sole discretion.

Know Your Customer: Within five (5) business days of opening an account with Bank, Borrower shall have delivered to Bank all due diligence materials necessary and relevant to verifying Borrower's identity and background information, as deemed necessary by Bank in its sole and absolute discretion.

Other Requirements: All of the following to be acceptable to the Bank: documentation and submissions that are standard for loans of this type including, but not limited to, appraisal, ESA, legal documentation, title/survey, condition of markets/submarkets, revenue/expense pro-formas, financial review of Borrower,

Guarantor; and (as applicable), proof of tax credit award, equity investor and pay-in schedule, and other terms and conditions as may be required.

Confidentiality: This term sheet is strictly confidential and may not be shared by the Borrower with anyone else other than the owners of Borrower.

SUBORDINATE LOAN:

Loan Amount: $1,400,000.00

Loan Limits: Funding will be limited to no more than $100,000 per affordable unit.

Use: Loan Proceeds shall be available for development in connection with LIHTC, multifamily transactions.

Subordinate Loan Interest Rate: Note rate will be zero percent (0%).

Subordinate Loan Maturity: Shall be coterminous with the first mortgage loan, and in the event of no first mortgage loan, shall not be longer than eighteen (18) years from loan closing.

Repayment Terms: Principal will be due the earlier of maturity, sale or refinance and may be forgiven based on certain performance criteria.

Collateral: Collateral shall include the following:

1) Non-Recourse Junior Lien Deed of Trust on land and improvements constructed thereon.
2) UCC filing on furniture, fixtures and equipment.
3) Collateral Assignment of Contracts, Management Agreements, Permits and other Project related documents.

Marketing: Development must meet the same affirmative marketing standards as are set forth in 24 C.F.R. § 200.620.

Other Terms: Availability of the Loan under this term sheet is expressly conditioned upon the Borrower and Project receiving approval for construction financing from Bank.

Special Conditions: Project must utilize federal Low Income Housing Tax Credits or equivalent and must meet all of the following conditions:

1) At least 20% of the residential units are affordable at or below 50% Area Median Income (AMI) or at least 40% of the units are affordable at or below 60% AMI.
2) Utilize a Land Use Restriction Agreement (LURA) with at least a 30 year term in a form acceptable to the Bank.
3) Borrower must agree to accept Housing Choice Vouchers.
4) Project must close and fund no later than August 31, 2015.

Additional Special Conditions: Project must meet the following additional conditions:

1) Project is located at 815 N. Harbor Blvd, Santa Ana, CA 92703 and is located within a Small Area DDA.

2) At least 1% of the total number of affordable housing units include two (2) bedrooms and at least 98% include three (3) or more bedrooms.

3) Project occupancy is not age restricted.

GENERAL PROVISIONS:

Fees and Expenses: Borrower will pay all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal, and third party report. Borrower acknowledges that Bank may receive a benefit, including, without limitation, a discount, credit or other accommodation, from outside counsel based on the fees such counsel may receive on account of their relationship with Bank including, without limitation, fees paid pursuant hereto.

Material Adverse Change: Bank of America's obligations hereunder shall terminate if, prior to closing, Bank of America determines, in its sole judgment, that there shall exist any conditions regarding the property, or the operations, business, assets, liabilities or condition (financial or otherwise, including credit rating) of Borrower or Guarantor, or there shall have occurred a material adverse change in, or there shall exist any material adverse conditions in, the market for syndicated bank credit facilities or the financial, banking, credit or debt capital markets generally, that could be expected to cause the loan to become delinquent or prevent any guarantor from performing its obligations under any guaranty or to materially and adversely affect the value or marketability of the loan or the property or Bank of America's ability to syndicate the loan or the viability of obtaining permanent financing for the Project.

Assumptions made: The terms discussed herein are presented, based on the credit conditions in the potential transaction as known by Bank of America. Should additional facts come to light that positively or negatively impact the situation, prices or other requirements quoted here may be adjusted.

Tax treatment: *Bank of America may be required to report the amount of the forgiven debt to the Internal Revenue Service. Current federal law provides for certain exceptions to tax liability when debt is forgiven for some customers under certain facts and circumstances; however, debt elimination may trigger state and federal income tax liabilities for customers. To understand whether they qualify for one of these exceptions and what other tax implications this transaction may have, we urge customers to contact a tax professional. Additional information on debt forgiveness can be found at www.irs.gov.*

Expiration: This term sheet will expire at 5:00 p.m. on June 4, 2015, five (5) business days from the date hereof unless you execute this term sheet and return it to us prior to that time. Upon receipt of the signed letter, the Bank will proceed with the necessary due diligence to prepare and submit your loan request, provided, however that in any event, this term sheet will finally expire at 5:00 p.m. on July 29, 2015, the date which is sixty (60) days from the date hereof.

Please understand that this term sheet does not represent an offer or commitment by Bank of America, or any of its affiliated entities, for the proposed new financing, nor does it define all of the terms and conditions of a loan commitment, but is a framework upon which a loan request may be submitted. Issuance of a commitment by Bank of America is subject to, among other things, the approval of your loan request under the Bank's approval process. If Bank of America issues a financing commitment in this transaction, it will in all respects supersede this letter.

The undersigned acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm's length, commercial transaction between you and Bank in which Bank is acting solely as a principal and for its own interest; (ii) Bank is not acting as a municipal advisor or financial advisor to you; (iii)

Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to you on other matters); (iv) the only obligations Bank has to you with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (v) Bank is not recommending that you take an action with respect to the transaction contemplated by this Term Sheet, and before taking any action with respect to the contemplated transaction, you should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity. This Term Sheet is provided to you pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq.

Sincerely,
Bank of America, N.A.

Maria Joyce Maynard
Senior Vice President, Community Development
333 S. Hope Street, 20th Floor
Los Angeles, CA 90071
213-621-7590; 213-621-4820 (fax)
maria.joyce@baml.com

Please submit a loan application as outlined above:

Name: _____
Title: _____
Date: _____

RESOLUTION NO. 16-47

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, RECOMMENDING ADOPTION OF AN ORDINANCE AUTHORIZING THE CITY OF RANCHO CUCAMONGA TO APPROVE AN AMENDMENT TO DEVELOPMENT AGREEMENT DRC2014-00610 BETWEEN THE CITY OF RANCHO CUCAMONGA AND 7418 ARCHIBALD, LLC, FOR THE PURPOSE OF PROVIDING A SENIOR HOUSING PROJECT IN ACCORDANCE WITH THE SENIOR HOUSING OVERLAY ZONING DISTRICT (SHOZD), INCLUDING DEVIATING FROM CERTAIN DEVELOPMENT STANDARDS, FOR THE DEVELOPMENT OF A 24,641 SQUARE FOOT, 60-UNIT SENIOR APARTMENT COMPLEX ON 2.25 ACRES OF LAND LOCATED ON THE WEST SIDE OF ARCHIBALD AVENUE, SOUTH OF BASE LINE ROAD, AS PROVIDED FOR IN SECTION 65864 OF THE CALIFORNIA GOVERNMENT CODE, FOR REAL PROPERTY DESCRIBED HEREIN, AND MAKING FINDINGS IN SUPPORT THEREOF, APN: 0208-031-58 AND 0208-031-59.

A. Recitals.

1. The applicant, 7418 Archibald, LLC, filed an application for Development Agreement Amendment DRC2016-00667, as described in the title of this Resolution. Hereinafter in this Resolution, the subject Development Agreement is referred to as "the application."

2. On the 13th day of May 2015, the Planning Commission adopted Resolution No. 15-35 recommending the City Council approve Development Agreement DRC2014-00610 for the purpose of providing a senior housing project in accordance with the Senior Housing Overlay Zoning District (SHOZD), including deviating from certain development standards, for the development of a 24,641 square foot, 60-unit, senior apartment complex on 2.25 acres of land located on the west side of Archibald Avenue, south of Base Line Road.

3. On the 3rd day of June 2015, the City Council approved Development Agreement DRC2014-00610.

4. On the 17th day of June 2015, the City Council adopted Ordinance No. 876 for Development Agreement DRC2014-00610.

5. Following the June 17, 2015, City Council action the applicant submitted to the California Tax Credit Allocation Committee (TCAC) to obtain low income tax credit financing for the project. On February 17, 2016 the City of Rancho Cucamonga Successor Housing Agency approved an amendment to the Acquisition, Disposition, Development, and Loan Agreement (ADDLA) between the City and the Developer for this affordable senior housing project to allow for the use of 4% low income housing tax credit financing, along with other financing resources, should the Developer be unsuccessful in securing a 9% low income housing tax credit from the TCAC. The use of 4% low income tax credits for the project required a modification to the unit affordability due to a reduction in the amount of revenues to construct and manage the project. This income affordability modification was included in the amendment to the ADDLA. The Developer was unsuccessful in receiving a 9% low income tax credit approval in March 2016 and notified the City of its intent to pursue the 4% low income housing tax credit financing.

6. The purpose of this Amendment is to modify the affordability requirements included in

the Development Agreement for the project as a result of the change in tax credit financing.

7. On the 24th day of August 2016, the Planning Commission of the City of Rancho Cucamonga conducted a duly noticed public hearing on the application and concluded said hearing on that date.

8. The subject property of the Development Agreement Amendment is legally described herein.

9. A true and correct copy of the proposed Development Agreement Amendment is attached as Attachment "A" to this Resolution.

10. All legal prerequisites prior to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, it is hereby found, determined, and resolved by the Planning Commission of the City of Rancho Cucamonga as follows:

1. This Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. This Commission hereby specifically finds that the Development Agreement Amendment and each and every term and provision contained therein conforms to the General Plan of the City of Rancho Cucamonga based on the following findings:

a. The proposed Development Agreement Amendment is consistent with the objectives, policies, and general land uses specified in the General Plan and any applicable Specific Plans; and

b. The proposed Development Agreement Amendment is compatible and in conformity with public convenience, general welfare, and good land use and zoning practice; and

c. The proposed Development Agreement Amendment will not be detrimental to the health, safety, and general welfare of the City; and

d. The proposed Development Agreement Amendment will not adversely affect the orderly development of property or the preservation of property values.

3. Pursuant to the California Environmental Quality Act (CEQA) and the City's local CEQA Guidelines, the City adopted a Mitigated Negative Declaration on June 3, 2015, in connection with the City's approval of Development Agreement DRC2014-00610. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project. No substantial changes are proposed to the project that indicate new or more severe impacts on the environment; no substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; no new important information shows the project will have new or more severe impacts than previously considered; and no additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts. On June 3, 2015, the City

adopted a Mitigated Negative Declaration regarding the proposed development of a 24,641 square foot, 60-unit, senior apartment complex on 2.25 acres of land located on the west side of Archibald Avenue, south of Base Line Road. Accordingly, there have been no substantial changes to the project or the circumstances surrounding the project which would create new or more severe impacts than those evaluated in the previous Mitigated Negative Declaration. Staff further finds that the project will not have one or more significant effects not discussed in the previous Mitigated Negative Declaration, not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less-than-significant.

4. This Commission hereby recommends approval of the Development Agreement Amendment attached hereto as Attachment "A" with the special condition which follows:

a. The final draft of the Development Agreement Amendment shall be reviewed and accepted by the City Attorney prior to approval by City Council.

5. The Secretary to this Commission shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED THIS 24TH DAY OF AUGUST 2016.

PLANNING COMMISSION OF THE CITY OF RANCHO CUCAMONGA

BY: _____
Francisco Oaxaca, Chairman

ATTEST:_____
Candyce Burnett, Secretary

I, Candyce Burnett, Secretary of the Planning Commission of the City of Rancho Cucamonga, do hereby certify that the foregoing Resolution was duly and regularly introduced, passed, and adopted by the Planning Commission of the City of Rancho Cucamonga, at a regular meeting of the Planning Commission held on the 24th day of August 2016, by the following vote-to-wit:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

RECORDING REQUESTED BY:

CITY OF RANCHO CUCAMONGA

and

WHEN RECORDED MAIL TO:

City Clerk
City of Rancho Cucamonga
P.O. Box 807
Rancho Cucamonga, CA, 91729

Exempt from Recording Fee per Government Code 6103

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT DRC 2014-00610 SENIOR CITIZENS' HOUSING BY AND BETWEEN THE CITY OF RANCHO CUCAMONGA AND 7418 ARCHIBALD LLC (CO 15-122)

Title of Document

ATTACHMENT A

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT DRC 2014-00610 SENIOR CITIZEN'S HOUSING BY AND BETWEEN THE CITY OF RANCHO CUCAMONGA AND 7418 ARCHIBALD LLC

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment") is made and entered into as of this _____ day of _____, 2016, by and between 7418 ARCHIBALD, LLC, a California limited liability company ("Developer") and the CITY OF RANCHO CUCAMONGA, a municipal corporation organized and existing under the laws of the State of California ("CITY").

RECITALS

A. On June 17, 2015 the City Council adopted Ordinance 876 approving a Development Agreement ("Development Agreement") with the Developer, recorded on July 21, 2016 with a document number of 2016-0292138, which provided for the development of 59 affordable senior housing units with one manager's unit located at 7418 Archibald Avenue which consists of two parcels of land totaling 2.25 acres in the City of Rancho Cucamonga.

B. On February 17, 2016 the City of Rancho Cucamonga, as Successor Housing Agency to the Rancho Cucamonga Redevelopment Agency, approved an amendment to the Acquisition, Disposition, Development, and Loan Agreement ("ADDLA") between the City and the Developer for this affordable senior housing project to allow for the use of 4% low income housing tax credit financing, along with other financing resources, should the Developer be unsuccessful in securing a 9% low income housing tax credit from the California Tax Credit Allocation Committee ("TCAC"). The use of 4% low income tax credits for the project required a modification to the unit affordability due to a reduction in the amount of revenues to construct and manage the project. This income affordability modification was included in the amendment to the ADDLA.

C. The Developer was unsuccessful in receiving a 9% low income tax credit approval in March 2016 and has notified the City of its intent to pursue the 4% low income housing tax credit financing.

D. The purpose of this First Amendment is to modify the affordability requirements included in the Development Agreement for the project as a result of the change in tax credit financing.

E. Capitalized terms used, but not defined, in this First Amendment shall have the meaning set forth in the Development Agreement.

AMENDMENT

1. Section 1.a. shall be deleted in its entirety.

2. Section 1.b. shall be deleted and replaced with:

b. "Affordable Rents" shall mean the total charges for rent, utilities and related services that are no greater than that considered as "affordable rent" for low-income households, adjusted for family size appropriate to the unit, pursuant to Section 50053 of the California Health and Safety Code, as amended, or any successor statute thereto. The maximum housing cost for the Qualified Tenant for each of the income levels set forth in this Agreement must comply with the regulations promulgated by the California Department of Housing and Community Development Sections 6910-6932 in Title 25 of the California Code of Regulations, to the extent such regulations govern density bonuses and other incentives pursuant to Section 65915 of the Government Code. Initial rents for each unit shall be set by the Developer at the time of initial occupancy of the Development. Rents may be adjusted annually by the same percentage that Area Median Income has increased, if any, for an Extremely Low Income Qualified Tenant, a Very Low Income Qualified Tenant and a Lower Income Qualified Tenant. Rents may be set at the California Tax Credit Allocation Committee allowable rents for a specific year for the income categories of Qualified Tenants as specified in this Agreement. Tenants occupying units restricted by this Agreement shall be given at least thirty (30) days written notice prior to any rent increase. Examples of these affordable rent calculations are attached on Exhibit C.

3. Section 8. Rental Requirements. shall be deleted in its entirety and replaced with:

Section 8. Rental Requirements.

During the Qualified Project Period, at least:

a. Five (5) of the units shall be rented, leased or held available for Extremely Low Income Qualified Tenants whose income does not exceed thirty percent (30%) of the Area Median Income, adjusted by family size appropriate to the unit, less a utility allowance.

b. Seven (7) of the units shall be rented, leased or held available for Very Low Income Qualified Tenants whose income does not exceed fifty percent (50%) of the Area Median Income, adjusted by family size appropriate to the unit, less a utility allowance.

c. Seventeen (17) of the units shall be rented, leased or held available for Lower Income Qualified Tenants whose income does not exceed sixty percent (60%) of the Area

Median Income, adjusted by family size appropriate to the unit, less a utility allowance.

d. All other units, excluding one manager's unit, in the Project shall be rented, leased or held available for Lower Income Qualified Tenants. Each unit must be occupied by a Senior Household as its primary residence, and shall not be sublet.

4. Except for the modifications expressly made herein, the Development Agreement remains unmodified and in full force and effect.

5. Pursuant to Section 65868.5 of the Government Code, the Parties shall mutually assure that a copy of this First Amendment is recorded against the Site, with the County Recorder of San Bernardino County within 10 days after the effective date of the Ordinance approving this First Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth herein.

DEVELOPER:

7418 ARCHIBALD LLC, a California limited liability company

By: Orange Housing Development Corporation, a California nonprofit corporation, its member

By: _____
Eunice Bobert
Chief Executive Officer

By: C&C Development Co., LLC, a California limited liability company, its member

By: _____
Todd R. Cottle, its member

By: The Cottle Family Trust Dated 3/8/1987, its member

By: _____
Barry A. Cottle, Trustee

CITY:

CITY OF RANCHO CUCAMONGA, a municipal corporation

By: _____
L. Dennis Michael
Mayor

ATTEST:

_____
Janice C. Reynolds, City Clerk

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON

By: _____
City Attorney

1076\55\1927081.2

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

State of California)
County of San Bernardino)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

1076\55\1927081.2

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

State of California)
County of San Bernardino)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

1076\55\1927081.2

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

State of California)
County of San Bernardino)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

1076\55\1927081.2

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

State of California)
County of San Bernardino)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

1076\55\1927081.2