

PLANNING COMMISSION AGENDA

REGULAR MEETING

Date: September 10, 2015

Time: 6:30 P.M.

COMMISSION MEMBERS

Tom Murphy, Chair

William A. Muller, Vice Chair

Jim Heywood, Commissioner

Joline Bell- Hahn, Commissioner

Bob Rogers, Commissioner

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Dave Reno, Principal Planner

Jeff M. Malawy, Assistant City Attorney



CITY OF HESPERIA
9700 Seventh Avenue
Council Chambers
Hesperia, CA 92345
City Offices: (760) 947-1000

The Planning Commission, in its deliberation, may recommend actions other than those described in this agenda.

Any person affected by, or concerned regarding these proposals may submit written comments to the Planning Division before the Planning Commission hearing, or appear and be heard in support of, or in opposition to, these proposals at the time of the hearing. Any person interested in the proposal may contact the Planning Division at 9700 Seventh Avenue (City Hall), Hesperia, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday, and 7:30 a.m. to 4:30 p.m. on Fridays) or call (760) 947-1200. The pertinent documents will be available for public inspection at the above address.

If you challenge these proposals, the related Negative Declaration and/or Resolution in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to the public hearing.

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact Dave Reno, Principal Planner (760) 947-1200. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.10235.104 ADA Title 11]

Documents produced by the City and distributed less than 72 hours prior to the meeting regarding any item on the Agenda will be made available in the Planning Division, located at 9700 Seventh Avenue during normal business hours or on the City's website.

**AGENDA
HESPERIA PLANNING COMMISSION**

Prior to action of the Planning Commission, any member of the audience will have the opportunity to address the legislative body on any item listed on the agenda, including those on the Consent Calendar. PLEASE SUBMIT A COMMENT CARD TO THE COMMISSION SECRETARY WITH THE AGENDA ITEM NUMBER NOTED.

CALL TO ORDER

6:30 p.m.

- A. Pledge of Allegiance to the Flag
- B. Invocation
- C. Roll Call:
 - Chair Tom Murphy
 - Vice Chair William Muller
 - Commissioner James Heywood
 - Commissioner Joline Bell-Hahn
 - Commissioner Bob Rogers

JOINT PUBLIC COMMENTS

Please complete a "Comment Card" and give it to the Commission Secretary. Comments are limited to three (3) minutes per individual. State your name and address for the record before making your presentation. This request is optional, but very helpful for the follow-up process.

Under the provisions of the Brown Act, the Commission is prohibited from taking action on oral requests. However, Members may respond briefly or refer the communication to staff. The Commission may also request the Commission Secretary to calendar an item related to your communication at a future meeting.

CONSENT CALENDAR

- D. Approval of Minutes: August 27, 2015 Planning Commission Meeting Draft Minutes.

-1-

PUBLIC HEARINGS

- 1. Consideration of Development Agreement DA15-00001 and Site Plan Review SPR14-00008, to construct a 23-unit apartment complex including a 17 percent density bonus and 4 affordable units on 1.3 gross acres within the Medium Density Residential (MDR) Zone of the Main Street and Freeway Corridor Specific Plan located on the west side of H Avenue, 90 feet north of Sultana Street (Applicant: TMS Consortium; APNs: 0410-192-56 & 61)
- 2. Consideration of Conditional Use Permit CUP15-00004, to construct a 37,716 square foot health and fitness club (In-Shape Health Clubs, LLC) including an outdoor aquatic facility on 4.7 gross acres within the Pedestrian Commercial (PC) Zone of the Main Street and Freeway Corridor Specific Plan located on the northwest corner of Juniper Street and Ninth Avenue (Applicant: R&R Development Co.; APNs: 0407-261-03, 04 & 20)

1-1

2-1

PRINCIPAL PLANNER'S REPORT

The Principal Planner or staff may make announcements or reports concerning items of interest to the Commission and the public.

E. DRC Comments

F. Major Project Update

PLANNING COMMISSION BUSINESS OR REPORTS

The Commission Members may make comments of general interest or report on their activities as a representative of the Planning Commission.

ADJOURNMENT

The Chair will close the meeting after all business is conducted.

I, Andrea Ngalo, Planning Commission Secretary for City of Hesperia, California do hereby certify that I caused to be posted the foregoing agenda on Thursday, August 6, 2015 at 5:30 p.m. pursuant to California Government Code §54954.2.

Andrea Ngalo
Planning Commission Secretary

HESPERIA PLANNING COMMISSION MEETING
REGULAR MEETING
August 27, 2015
MINUTES

DRAFT

The Regular Meeting of the Planning Commission was called to order at 6:30 p.m. by Chair Murphy in the Council Chambers, 9700 Seventh Avenue, Hesperia, California.

CALL TO ORDER 6:30 p.m.

Pledge of Allegiance to the Flag

Invocation

Roll Call:

**Present: Tom Murphy
William Muller
James Heywood
Joline Bell-Hahn
Bob Rogers**

JOINT PUBLIC COMMENTS

Chair Murphy opened Public Comments at 6:34 p.m.

Chair Murphy closed Public Comments at 6:34 p.m.

CONSENT CALENDAR

Approval of Minutes: August 13, 2015 Planning Commission Meeting Draft Minutes.

Motion by Joline Bell- Hahn to approve August 13, 2015 Planning Commission Meeting Draft Minutes, Seconded by William Muller, passed with the following roll call vote:

**AYES: Bob Rogers, James Heywood, Tom Murphy, William Muller, and Joline Bell-Hahn
NOES: None**

PUBLIC HEARING

- A. Certification of Tapestry Final EIR SCH# 2013111021 and adoption of Facts, Findings and Statement of Overriding Considerations and Approval of a Mitigation Monitoring and Reporting Program.**
- B. Consideration of Specific Plan SPL13-00001 to approve the Tapestry Specific Plan Project.**
- C.
 - i. Tentative Tract TT14-00004 (TT-18985) to create 15 lots for finance and conveyance purposes consistent with the phases of the Tapestry Specific Plan on 9,365 gross acres.**
 - ii. Tentative Tract TT14-00005 (TT-18989), to create 39 lots for single family residences and Public Uses and street right-of-ways necessary to develop Phase 1 of the Tapestry project on 987 gross acres.****

DRAFT

- ii. **Tentative Tract TT13-00001 (TT-18955) to create 1,941 single-family residential lots and 2 lots for 220 medium density residential units within Phase 1 of the Tapestry Specific Plan.**

Dave Reno, Principal Planner, gave a presentation.

Commissioners asked questions of the developer and city staff.

Developer spoke about the project.

Chair Murphy opened Public Comments at 7:15 p.m.

32 speaker cards were turned in, 28 people spoke, 27 of them were in opposition of the project.

Chair Murphy closed Public Comments at 10:01 p.m.

Commission discussion ensued

Motion by Tom Murphy to continue item to gather more information on lot size buffering/access, water availability, dam inundation and earthquakes, single-story homes and traffic impacts on I Avenue, Seconded by James Heywood, passed with the following roll call vote:

AYES: Bob Rogers, James Heywood, Tom Murphy, William Muller, and Joline Bell-Hahn
NOES: None

DRC Comments

Major Project Update

ADJOURNMENT

Chair Murphy adjourned meeting at 11:15 p.m. until Thursday, September 10, 2015.

Tom Murphy
Chair

By: Andrea Ngalo
Commission Secretary

City of Hesperia
STAFF REPORT



DATE: September 10, 2015
TO: Planning Commission
FROM: Dave Reno, Principal Planner
BY: Stan Liudahl, AICP, Senior Planner
SUBJECT: Development Agreement DA15-00001 and Site Plan Review SPR14-00008;
Applicant: TMS Consortium; APNs: 0410-192-56 & 61

RECOMMENDED ACTION

It is recommended that the Planning Commission adopt Resolution No. PC-2015-23, recommending that the City Council approve DA15-00001 and SPR14-00008.

BACKGROUND

Proposal: A Development Agreement and Site Plan Review to construct a two-story, 23-unit senior apartment complex which includes a 17 percent density bonus and 4 affordable units on 1.3 gross acres (Attachment 1).

Location: On the west side of H Avenue, 90 feet north of Sultana Street.

Current General Plan, Zoning and Land Uses: The site is within the Medium Density Residential (MDR) District of the Main Street and Freeway Corridor Specific Plan (Specific Plan). The surrounding land is designated as noted on Attachment 2. The property is currently vacant and is bounded by existing multiple-family residences to the north, south, and west. The properties to the east are vacant (Attachment 3).

ISSUES/ANALYSIS

Housing Goals

The City of Hesperia and its Housing Authority are obligated under the State's Planning and Zoning Law to address the current and future housing needs of Hesperia residents. These are reflected in the City's General Plan Housing Element. The Regional Housing Needs Assessment (RHNA) provides the number of units required to meet future housing needs. These housing numbers are broken down into different income categories based on household income. According to the Southern California Association of Governments which prepares the RHNA, Hesperia needs to plan for 986 units of housing affordable by very low, low and moderate income families, and 729 units of housing affordable to families above moderate incomes over the next six years. The City's RHNA for the 2014-2021 planning period also calls for construction of 389 units for persons within the very low and 274 for persons within the low income level. 189 very low income and 232 low income units were constructed within the 2008-2014 planning period. To date, there haven't been any affordable housing units constructed within the current planning period. While the recession has slowed the projected growth rate under which the RHNA was based, the City is still required to make strides in creation of affordable housing, consistent with the goals of the General Plan.

Land Use

The MDR designation allows residential densities between 8 and 15 dwelling units per gross acre. The proposed 23-unit apartment complex will yield a density of 17.7 dwelling units per gross acre. Consequently, a development agreement has been filed in conjunction with the site plan review application to allow the density bonus, which affords 2.7 dwelling units (DUs) beyond the 15 DU per acre limitation (Attachment 4).

The apartment complex contains 14 one-bedroom and 9 two-bedroom units. The one-bedroom units will be 690 square feet and the two-bedroom units will be 879 square feet in size (Attachment 5). The project contains a number of amenities, including a multipurpose room, a gym, a library, a lobby, a computer room, a media room, and a laundry room (Attachment 6). Active outdoor recreational activities include a half basketball court, a shuffle board court, and a tot lot with permanent playground equipment. The passive recreational facilities comprise two picnic areas with tables and barbecues. The developer will construct a decorative six-foot high split-face masonry wall along the project's northern and southern boundary, connecting to the six-foot tall decorative wall along the project's west boundary constructed as part of an apartment complex. A dense hedge three feet high or a combination three-foot high decorative wall and three-foot high wrought iron fence shall be installed along G Avenue to screen headlights from the properties to the east.

The project conforms to most development standards of the Specific Plan. A minimum of 45 parking spaces are required and 45 are provided. Residents and the manager's unit are provided 23 spaces beneath carports and 19 open parking spaces, including 2 handicapped parking spaces. Guests will be provided 5 parking spaces. Likewise, the proposed building elevations comply with the architectural standards. The apartments are designed with contemporary architecture incorporating tile roofs, stone veneer at the base of the building, decorative trim and windowsills, and all windows will contain dividers (Attachments 7 and 8).

The development does not comply with two development standards within the Medium Density Residential (MDR) Zone District of the Main Street and Freeway Corridor Specific Plan (Specific Plan). The Specific Plan requires a minimum eight-foot balcony depth. The balconies of the proposed units have a five-foot depth. The Specific Plan requires a minimum 875 square foot gross floor area for the one-bedroom and 1,075 square foot gross floor area for the two-bedroom units. The one-bedroom units will be 690 square feet and the two-bedroom units will be 879 square feet in area.

Density Bonus and Incentive Agreement and Covenant Restricting Use

As mentioned above, the project exceeds the allowable density of the MDR Zone. The City's Density Bonus Program (Program) provides a tool to encourage development of affordable housing, consistent with state law and the adopted Housing Element. A density bonus allowing four units beyond the density restriction of the MDR Zone is proposed. In exchange for the density bonus, four units will be reserved for low income households, which will count towards the City's RHNA for the 2014-2021 planning period and will contribute towards meeting the City's affordable housing goals. In exchange for the density bonus, this Program requires that the City offer design concessions. Therefore, staff is recommending that this project not be required to meet the minimum balcony depth and floor area regulations. The proposed density bonus requires that the low income units be deed-restricted for a period of 55 years.

Drainage: All drainage created on-site will be detained/retained in an underground retention system beneath the parking lot. The site is not affected by upstream drainage. As a result, this project will not be significantly affected by off-site storm water flow nor will it impact properties downstream.

Water and Sewer: The developer shall pay appropriate fees and connect to the existing eight-inch water main and eight-inch sewer main in H Avenue.

Traffic/Street Improvements: Based on the Institute of Traffic Engineers' Trip Generation Manual, apartments generate approximately 6.7 daily vehicle trips per dwelling unit. Consequently, the proposed 23 units would generate about 154 daily vehicle trips. The General Plan Update Environmental Impact Report (GPUEIR) analyzed the impact of 19 dwelling units on this property. Therefore, this project will create 23 additional daily vehicle trips beyond that accounted for by the GPUEIR, equivalent to less than a two percent increase.

H Avenue is currently unimproved. H Avenue will be paved and complete half-width street improvements consisting of curb, gutter, and sidewalk will be constructed across the project frontage in accordance with the General Plan. In addition, a minimum 26-foot wide pavement section shall be installed within H Avenue from the project site to Sultana Street. The City has established a Traffic Impact Mitigation Fee Program to fund the construction of traffic improvements to maintain adequate levels of service standards. The developer is required to pay all applicable City development impact fees towards these improvements.

Schools and Parks: The project site is near schools and park facilities. It is approximately ½ -mile from Lime Street Elementary School, Hesperia Christian School, and Sultana High School. The development is also less than one-mile from Live Oak Park.

Environmental: This project is exempt from the California Environmental Quality Act (CEQA), per Public Resources Code Section 21159.23, Exception for Affordable Low-income Housing.

Conclusion: The project conforms to the policies of the City's General Plan, specifically affordable housing goals. The City's Density Bonus Program allows the project to vary from development standards. Therefore, the site plan review and development agreement is consistent with the General Plan and meets all applicable development standards.

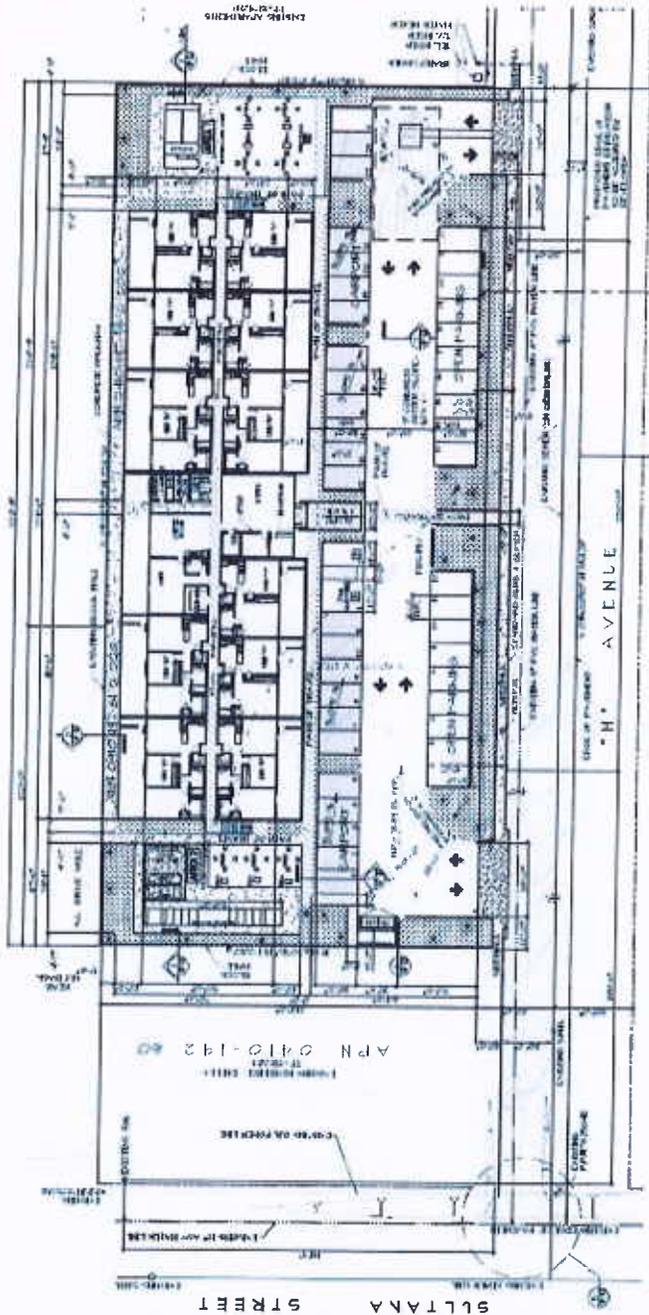
FISCAL IMPACT

Development will be subject to payment of all development impact fees adopted by the City.

ALTERNATIVE(S)

1. Provide alternative direction to staff.

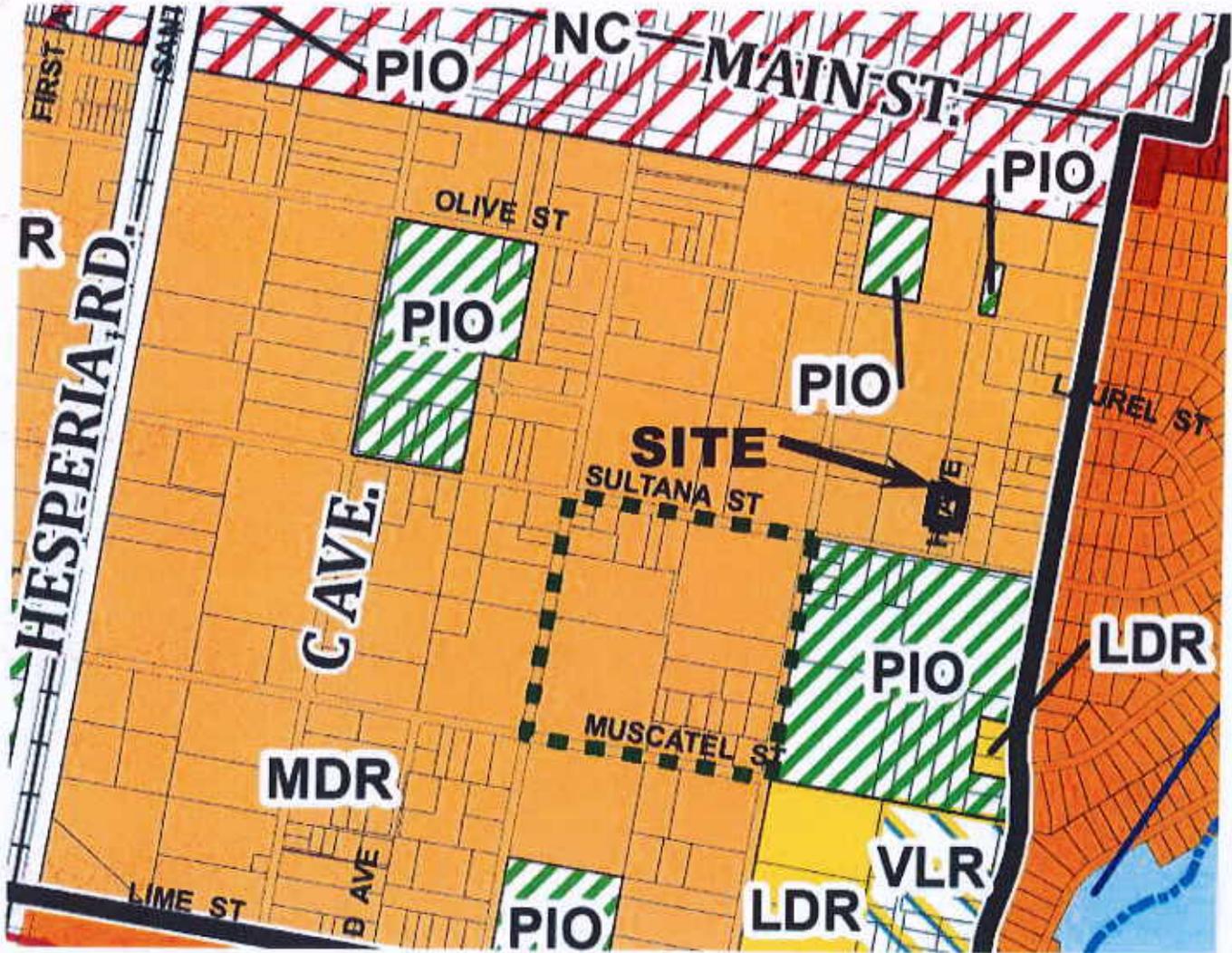
ATTACHMENT 1



| | |
|---|---|
| APPLICANT(S):
TMS CONSORTIUM | FILE NO(S): DA15-00001 & SPR14-00008 |
| LOCATION:
ON THE WEST SIDE OF H AVENUE, 90 FEET NORTH OF SULTANA STREET | APN(S):
0410-192-56 & 61 |
| PROPOSAL:
CONSIDERATION OF A DEVELOPMENT AGREEMENT AND A SITE PLAN REVIEW TO CONSTRUCT A 23-UNIT SENIOR AFFORDABLE APARTMENT COMPLEX ON 1.3 GROSS ACRES INCLUDING A 17% DENSITY BONUS AND FOUR AFFORDABLE UNITS | |
| N
↑ | |

SITE PLAN

ATTACHMENT 2



APPLICANT(S):
TMS CONSORTIUM

FILE NO(S): DA15-00001 & SPR14-00008

LOCATION:
ON THE WEST SIDE OF H AVENUE, 90 FEET NORTH OF SULTANA STREET

APN(S):
0410-192-56 & 61

PROPOSAL:
CONSIDERATION OF A DEVELOPMENT AGREEMENT AND A SITE PLAN REVIEW TO CONSTRUCT A 23-UNIT SENIOR AFFORDABLE APARTMENT COMPLEX ON 1.3 GROSS ACRES INCLUDING A 17% DENSITY BONUS AND FOUR AFFORDABLE UNITS



GENERAL PLAN LAND USE MAP

ATTACHMENT 3



APPLICANT(S):
TMS CONSORTIUM

FILE NO(S): DA15-00001 & SPR14-00008

LOCATION:
ON THE WEST SIDE OF H AVENUE, 90 FEET NORTH OF SULTANA STREET

APN(S):
0410-192-56 & 61

PROPOSAL:
CONSIDERATION OF A DEVELOPMENT AGREEMENT AND A SITE PLAN REVIEW TO CONSTRUCT A 23-UNIT SENIOR AFFORDABLE APARTMENT COMPLEX ON 1.3 GROSS ACRES INCLUDING A 17% DENSITY BONUS AND FOUR AFFORDABLE UNITS



AERIAL PHOTO



RECORDING REQUESTED BY

and WHEN RECORDED MAIL TO:

DRAFT

City of Hesperia
9700 Seventh Avenue
Hesperia, CA 92345
Attn: City Clerk

SPACE ABOVE FOR RECORDER'S USE ONLY

**DENSITY BONUS AND INCENTIVE AGREEMENT AND
COVENANT RESTRICTING USE
(Bella Sky Apartments)**

THIS DENSITY BONUS AND INCENTIVE AGREEMENT AND COVENANT RESTRICTING USE (this "Agreement") entered into as of _____, by and among Bella Sky, LLC a California limited liability company ("Owner"), TMS International, Inc., a Nevada Corporation dba in California TMS Consortium ("Developer"), and the CITY OF HESPERIA, a municipal corporation ("City"), is made with reference to the following:

Recitals

- A. Owner is the owner in fee of that certain real property (the "Site") described on Exhibit A attached hereto and incorporated herein by reference, which is located within the City, at "H" Street, Hesperia, CA 92345 north of Sultana Avenue, APN#'s 0410-192-56 & 61.
- B. (1) Developer has submitted a Site Plan Review Application SPR14-00008 and Development Agreement Application DA 15-_____ (together, the 'Application') for approval of, and intends to construct, an apartment rental residential development (the "Project") on the Site containing 23 rental units (the "Units"). The units will be 1 and 2 bedroom units, four (4) of which will be restricted to occupancy by Qualified Households and one (1), which will be an on-site manager's unit".
- C. Under the existing land use designation, the maximum allowable number of residential units on the property is 19 units.
- D. City desires to, and, under the City of Hesperia Municipal Code ("Municipal Code") Section 16.20.190, *et seq.*, (the "City's Density Bonus Program") and California Government Code Section 65915 is required to grant Owner and Developer a density bonus of 20.0% and up to three additional incentives in consideration for their commitment to restrict occupancy of the Units as herein described.

E. As an inducement to the City to approve the Application, the Owner and Developer agree to enter into this Agreement and hereby consent to be regulated and restricted by the City as provided herein.

NOW, THEREFORE, Owner, Developer, and City mutually agree as follows:

1. Term. The Term ("Term") of this Agreement shall commence on the date of its execution by all parties and shall continue in full force and effect until the date that is the 55th anniversary of the date on which the final certificate of occupancy for the Project is received from the City.

2. Covenants. Owner and Developer hereby covenant by and for themselves, and for their representatives, successors and assigns and every successor in interest to the Site or any part thereof to comply with the covenants, reservations and restrictions set forth in this Agreement. Owner and Developer further covenant that during the Term, Owner and Developer shall devote the Site for use only in conformance with this Agreement. Each and every contract, deed or other instrument hereafter executed covering the conveying of the Site or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

a. Owner and Developer agree that the Project shall be constructed in accordance with the plans, drawings and specifications approved by the City.

b. Owner and Developer shall ensure that 4 (four) Rental Units be restricted to occupancy by Low Income Households at rent levels that do not exceed seventy-five percent (75%) of eighty percent (80%) of area median income, adjusted for household size, multiplied by thirty (30) percent and divided by twelve (12). Annual rent shall be collected in twelve (12) equal monthly payments. The manager's unit may be occupied by maintenance or management personnel employed by the property management company."

"Adjusted for Household Size as Appropriate for the Unit" for purposes of this section, shall mean for a household of two persons in the case of a one-bedroom unit and three persons in the case of a two-bedroom unit.

c. Owner and Developer shall obtain and maintain or cause to be obtained and maintained reasonable verification in written form as to the income of each household for Certification of Continuing Program Compliance in substantially the form attached hereto as Exhibit B and incorporated herein by this reference and executed by the Owner.

3. City's Covenants.

a. Density Bonus and Financial Incentives. Pursuant to Municipal Code Section 16.20.205, the City hereby agrees to grant Owner and Developer a Density Bonus as follows:

- (1) The City grants the Owner and Developer a density bonus of 4 units above the 19 presently allowable number of units.
- (2) The Owner and Developer agree that the Owner and Developer are not entitled to any further density bonus or the financial equivalent thereof beyond those set forth in this subparagraph.

b. Additional Incentives. Pursuant to Municipal Code Section 16.20.230 and California Government Code Section 65915, the City hereby agrees to grant to the Owner and Developer the following additional incentives to encourage the supply of affordable housing:

- (1) The City accepts the second floor balconies to have a minimum dimension of 5 feet instead of the 8 feet required by the Specific Plan.
- (2) The City accepts 1-bedroom units to contain a minimum livable floor area of 690 square feet instead of the 875 square foot minimum allowed by the Specific Plan. Likewise, the City accepts 2-bedroom units a minimum livable area of 879 square feet instead of 1,075 square feet.

c. Definitions. As used in this Agreement, the following capitalized and close quoted terms shall have the following meanings:

- (1) "Area Median Income" means median income levels for San Bernardino County as calculated annually by the U.S. Department of Housing and Urban Development ("HUD") based on the Primary Metropolitan Statistical Area median income levels by family size. Such levels are calculated on the basis of gross annual household income, including household size, income of all wage earners and all other sources of household income.

The following table shall be used in determining household size for the purpose of establishing income limits for each dwelling unit:

| Minimum Apartment Size
(Bedrooms) | Household Size
(Occupants) |
|--------------------------------------|-------------------------------|
| 1 | 2 |
| 2 | 3 |

- (2) “Low Income Household” is defined as households whose income does not exceed eighty percent (80%) of the Area Median Income.
- (3) “Qualified Household” is defined as a household that is a Low Income Household as defined above at the time the household begins its tenancy at the Project.
- (4) “Qualified Rent Level” is defined as the maximum allowable rent for Qualified Households as defined in Section 2 above.

4. Occupancy of Project by Qualified Households.

a. Rental Rates. Owner hereby agrees to rent those Units occupied by Low Income Households at no greater than affordable low income rent, and to rent those Units occupied by Very Low Income Households at no greater than affordable very low income rent pursuant to Health & Safety Code Section 50053.

b. Occupancy By Qualified Household. A Unit occupied by a Qualified Household shall be treated as occupied by a Qualified Household until a recertification of such Household’s income in accordance with this Section demonstrates that such Household no longer qualifies as a Qualified Household.

c. Income Computation Certificate. Immediately prior to a Qualified Household’s occupancy of a Unit, Owner shall obtain and maintain on file an Income Computation and Certification form (which form shall be approved in advance by the City) from each such Qualified Household dated immediately prior to the date of initial occupancy in the Project by such Qualified Household. In addition, the Owner will provide such further information as may be required in the future by the City. Owner shall use its best efforts to verify that the income provided by an applicant is accurate by taking the following steps as a part of the verification process: (i) obtain three (3) pay stubs for the most recent pay periods; (ii) obtain a written verification of income and employment from applicant’s current employer; (iii) obtain an income verification form

from the Social Security Administration and/or California Department of Social Services if the applicant receives assistance from either agency; (iv) if an applicant is unemployed or did not file a tax return for the previous calendar year, obtain other verification of such applicant's income as is satisfactory to the City; or (v) such other information as may be reasonably requested by the City. A copy of each such Income Computation and Certification shall be filed with the City, upon request, prior to the occupancy of a Unit by a Qualified Household whenever possible, but in no event more than thirty (30) days after initial occupancy by said tenant.

d. Rental Priority. During the term of this Agreement, and to the extent allowed under applicable laws, Owner shall use its best efforts to lease vacant Units reserved for Qualified Households to residents of the City of Hesperia. Owner shall and City may maintain a list (the "Housing List") of persons who have filed a complete application with Owner to rent a Unit in the Project and who have incomes which would qualify them as a Qualified Household, and Owner shall offer to rent Units on the above-referenced priority basis. Should multiple tenants be equally eligible and qualified to rent a Unit, Owner shall rent available Units to Qualified Households on a first-come, first-served basis.

e. Income Recertification. Immediately prior to the first anniversary date of the occupancy of a Unit by a Qualified Household and on each anniversary date thereafter, Owner shall recertify the income of such Qualified Household by obtaining a completed Income Computation and Certification based upon the current income of each occupant of the Unit. Upon request, Owner shall provide City with a copy of each such recertification with the next submission of the Certificate of Continuing Program Compliance.

f. Certificate of Continuing Program Compliance. Upon the issuance of the Certificate of Occupancy and annually by January 31 of each year, or at any time upon the written request of City, Owner shall advise City of the occupancy of the Project by delivering a Certificate of Continuing Program Compliance in the form attached hereto as Exhibit "B," certifying: (i) the number of Units of the Project which were occupied or deemed occupied by a Qualified Household during such period, and (ii) to the knowledge of Owner either (a) no unremedied default has occurred under this Agreement, (b) a default has occurred, in which event the Certificate shall describe the nature of the default and set forth the measures being taken by the Owner to remedy such default.

5. Management.

a. Designation of Project Manager. Subject to the terms and conditions contained hereinbelow, Owner shall at all times during the operation of the Project pursuant to this Agreement retain an entity to perform the management and/or supervisory functions ("Project Manager") with respect to the operation of the Project including day-to-day administration, maintenance and repair. Owner shall, before execution or any subsequent amendment or replacement thereof, submit and obtain City's written approval of a management contract ("Management Contract") entered into between Owner and a Project Manager acceptable to City. The Management Contract

shall also provide that the Project Manager shall be subject to termination for failure to meet project maintenance and operational standards set forth in the management contract. Owner shall promptly terminate any Project Manager which commits or allows such failure, unless the failure is cured within a reasonable period in no event exceeding 60 days from Project Manager's receipt of notice of the failure from Owner or City. Owner's obligation to retain a Project Manager shall remain in force and effect for the same duration as the use covenants set forth in this Agreement. Notwithstanding anything to the contrary in this Section, the Project may be self-managed by Owner with the prior approval of the City Manager.

In addition to the Project Manager, one Resident Manager shall be designated as necessary by Owner or Project Manager, with written notice to Agency of the Resident Manager's name, address and telephone number.

b. Serious Mismanagement. In the event of "Serious Mismanagement" (as that term is defined below) of the Project, Agency shall have the authority to require that such Serious Mismanagement cease immediately, and further to require the immediate replacement of the Project Manager or Resident Managers. For purposes of this Agreement the term "Serious Mismanagement" shall mean management of the Project in a manner which violates the terms and/or intent of this Agreement and/or the Management Contract to operate an affordable housing complex of the highest standard, and shall include, but is not limited to, the following:

- (1) Knowingly leasing to ineligible tenants or tenants whose income exceeds the prescribed levels;
- (2) Knowingly allowing the tenants to exceed the prescribed occupancy levels without taking immediate steps to stop such overcrowding;
- (3) Failing to timely submit the reports as required by this Agreement or failing to submit materially complete reports (including applicable cure periods);
- (4) Fraud in connection with any document or representation relating to this Agreement or embezzlement of Project monies; and
- (5) Failing to fully cooperate with the City's Police Department in maintaining a crime-free environment at the Project.

6. Accounting to City.

- a. The books and accounts of the Project shall be kept in conformity with generally accepted accounting practices.
- b. The Owner shall maintain a complete and accurate rent roll listing all Units, the names of all Tenants, the dates of their tenancies and the amount of rents charged and collected.

- c. The City, its agents and employees, shall have the right, after giving reasonable notice, to review and inspect the books, records and accounts of the Owner specifically regarding the Project. These reviews and inspections shall occur at reasonable times during normal business hours and shall commence from the date of recordation of this Agreement and expire at the termination of this Agreement.

7. Inspections. Subject to the rights of the tenants, the City shall have the right, upon request, to perform an on-site inspection of the Units, common areas and grounds.

8. Default.

- a. Failure or delay by the Owner to perform any term, provision or comply with any covenant of this Agreement constitutes a default under this Agreement, except that the Owner shall not be in default of its obligation to ensure that the Units are occupied by Qualified Households if the Owner shows that it reasonably relied on a tenant's representations regarding income level and household size. Should Owner default and fail to cure such default to the City's satisfaction within thirty (30) days after the date the City delivers written notice of the default to the Owner, then the City may, at its option, take one or any combination of the following actions:

- (1) Demand the Owner to cause the Site to be brought into compliance with the maximum allowable density restriction as well as all other parking, setback and development requirements that would apply to the Site absent this Agreement. However, the Owner may propose alternative measures that the City may approve at its sole discretion to achieve the objectives of Government Code Section 65915, the City's Density Bonus Program and this Agreement;
- (2) Declare the Site and/or the Project a public nuisance under Chapter 8.32 of the City of Hesperia Municipal Code and take all actions authorized therein with respect to the public nuisance and the abatement thereof, including, but not limited to, summary abatement and recordation of a nuisance abatement lien to collect abatement and related administrative costs;
- (3) Bring actions to a court of competent jurisdiction to enforce the provisions of this Agreement and record a lis pendens against the Site providing notice of same.

The remedies of the City herein are cumulative and the exercise of one or more of such remedies shall not be deemed an election of all remedies. It shall not preclude the exercise by the City of any one or more of its other remedies.

- b. Notwithstanding subparagraph (a) above, violations of the Hesperia Building Code shall be handled by the appropriate building officials and resolved under the same terms as available to any other development.

- c. It shall constitute a default for Owner to charge or accept for a Unit rent amounts in excess of the amount provided for in Section 2 of this Agreement. In the event that Owner charges or receives such higher rental amounts, in addition to any other remedy City shall have for such default, Owner shall be required to refund to the overcharged tenant(s) the entire amount of rent received in excess of the amount permitted pursuant to this Agreement. In the event such tenants cannot be located, the Owner shall deposit such funds in a separate account for use in providing programming, activities, or amenities to the residents of the Units. No less than annually Owner shall provide to City an accounting of funds deposited into this account, if any, and what programs, activities, amenities were provided

9. Subordination. This Agreement shall be subject and subordinate to the liens of the Owner's construction and permanent financing. The City agrees to execute additional subordination agreements in a form and content reasonably acceptable to the Owner's lenders and letter of credit providers confirming such subordination.

10. Successors Bound. This Agreement and the covenants, reservations, restriction and agreements contained herein shall be a burden upon the Site and shall bind the Owner and Developer and their successors, assigns, transferees and every successor in interest to the Site. The Owner and Developer may not assign any of the benefits of this Agreement, nor delegate any of its obligations hereunder, voluntarily or by operation of law without the prior written approval of the City .

11. Benefit of Covenants, Reservations and Restrictions. The City, the Owner and Developer hereby declare their understanding and intent that the covenant, reservations and restrictions set forth herein directly benefit the land by enhancing and increasing the enjoyment of use of the Site by certain low income residents of the City of Hesperia and benefit the City as owner of the public right of way in the adjacent streets. The City and its successors and assigns are deemed the beneficiary of the covenants, reservations and restrictions contained herein, regardless of the technical classification and designation. The covenants, reservations and restrictions shall benefit and run with the land in favor of the City, its successors and assigns. They shall be enforceable by same without regard to whether same has been remains or is an owner of any land or interest therein.

12. Notice. Any notice required to be given hereon shall be given by certified or registered mail, postage prepaid and return receipt requested at the addresses listed below. Other alternative addresses may be specified in writing by the parties hereto as follows:

If to the City: City of Hesperia
 9700 Seventh Avenue
 Hesperia, CA 92345
 Attn: City Manager
 (760) 947-1018
 (760) 947-2881 FAX

If to the Owner: Bella Sky, LLC
P.O. Box 78655
Corona, CA 92877
(951) 272-1710
(951) 272-0787 FAX

If to the Developer: TMS Consortium
P.O. Box 78071
Corona, CA 92877
(951) 272-1710
(951) 272-0787 FAX

13. Modifications. This Agreement may be amended or modified only by a written instrument signed by all parties hereto. The City agrees that its City Manager or his designee, with the concurrence of the City Attorney, shall have the authority to execute any such instrument on behalf of the City, without formal action by the Hesperia City Council. If such instrument materially alters the Agreement by increasing the quantity or value of the density bonus or incentives granted to the Owner, then the City Council must take formal action to approve the amendment or modification.

14. Attorneys Fees. In the event that a party to this Agreement brings an action against the other party hereto by reason of the breach of any condition, covenant, representation or warranty in this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to recover from the other reasonable expert witness fees, and its attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the conducting of discovery.

15. Severability; Waiver; Integration.

a. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

b. Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

c. Integration. This Agreement contains the entire agreement between the parties and neither party relies on any warranty or representation not contained in this Agreement.

16. Governing Law. This Agreement shall be governed by the laws of the State of California.

17. Recording and Filing. This Agreement shall be acknowledged by each of the parties and recorded by the City in the Official Records of San Bernardino County. This Agreement shall be indexed in the grantor index in the name of the Owner and in the grantee index in the name of the City.

In Witness Whereof, the parties hereto have entered into this Agreement as of the day and year first above written.

“Owner”

Bella Sky, LLC
P.O. Box 78655
Corona, CA 92877
(951) 272-1710
(951) 272-0787 FAX

By: _____
Its: _____

“Developer”

TMS Consortium
P.O. Box 78071
Corona, CA 92877
(951) 272-1710
(951) 272-0787 FAX

By: _____
Its: _____

“City”

City of Hesperia
9700 Seventh Avenue
Hesperia, CA 92345
Attn: City Manager
(760) 947-1018
(760) 947-2881 FAX

By: _____
Its: _____

Exhibit A

Legal Description of Subject Property
[NOTE: Subject to Verification]

Real property in the City of Hesperia, County of San Bernardino, State of California,
described as follows:

PARCELS A AND B AS SHOWN ON LOT LINE ADJUSTMENT NO. CC-2006-04 AS EVIDENCE BY DOCUMENT RECORDED AUGUST 10, 2006 AS INSTRUMENT NO. 06-546111 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A: THE WEST ½ OF LOT C BLOCK 374, CITY OF HESPERIA, AS PER PLAT RECORDED IN BOOK 7, PAGES 43 AND 44, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, EXCEPTING THE NORTH 276.8 FEET THEREOF. ALSO EXCEPTING THE EAST 173.00 FEET THEREOF. ALSO EXCEPTING THE SOUTH 210.00 FEET THEREOF.

PARCEL B: THE NORTHERLY 120.0 FEET OF THE SOUTHERLY 210.00 FEET OF THE WEST ½ OF LOT C, BLOCK 374, MAP OF HESPERIA AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGES 43 AND 44 RECORDS OF SAID COUNTY. EXCEPTING THEREFROM THE EASTERLY ½ THEREOF.

APN: 0410-192-56-0-000 (Affects Parcel A) and 0410-192-61-0-000 (Affects Parcel B)

Exhibit B

Period Covered _____

CERTIFICATION OF CONTINUING PROGRAM COMPLIANCE

_____ a California Limited Liability Corporation, (“Owner”), hereby represents and warrants that:

1. Owner has read and is thoroughly familiar with the provisions of the Density Bonus, Incentive Agreement and Covenant Restricting Use (the “Agreement”) by and among the City of Hesperia, a municipal corporation, and Owner, dated _____ of which a form of this Certification is an attachment.2. As of the date of this Certification, the Units are all occupied by Qualified Households as that term is defined in the Agreement.

2. As of the date of this Certification, the Units are all rented at no more than Qualified Rent Levels as described in the Agreement.

“Owner”

_____ a California Limited Liability Corporation

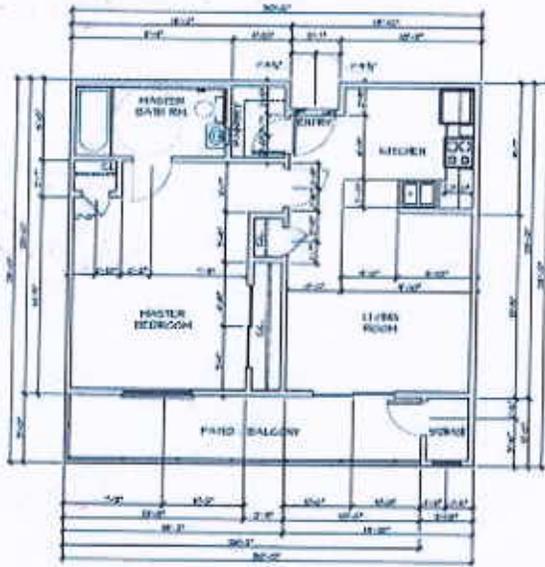
ENTITIES TO BE DETERMINED

ENTITIES TO BE DETERMINED

ENTITIES TO BE DETERMINED

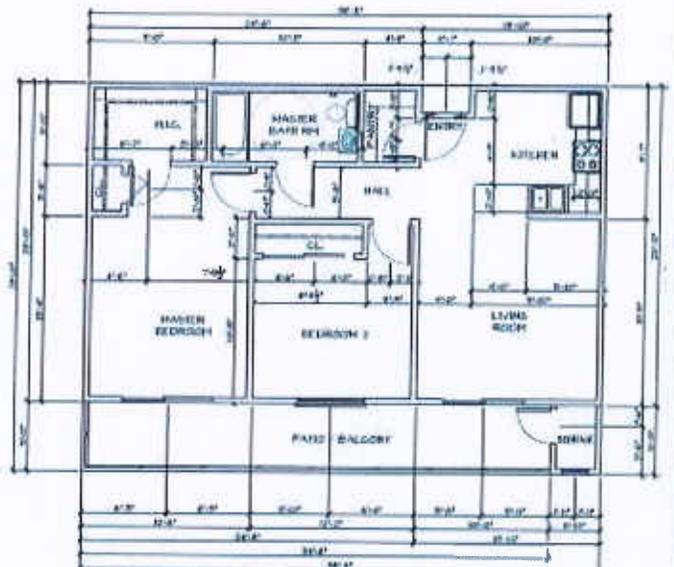
Date: _____

ATTACHMENT 5



TYPICAL FLOOR PLAN - UNIT "A" (690 SQ FT)
1 BEDROOM / 1 BATHROOM

UNIT A



(TYPICAL FLOOR PLAN - UNIT "B") (885 SQ FT)
2 BEDROOM / 1 BATHROOM

UNIT B

APPLICANT(S):
TMS CONSORTIUM

FILE NO(S): DA15-00001 & SPR14-00008

LOCATION:
ON THE WEST SIDE OF H AVENUE, 90 FEET NORTH OF SULTANA STREET

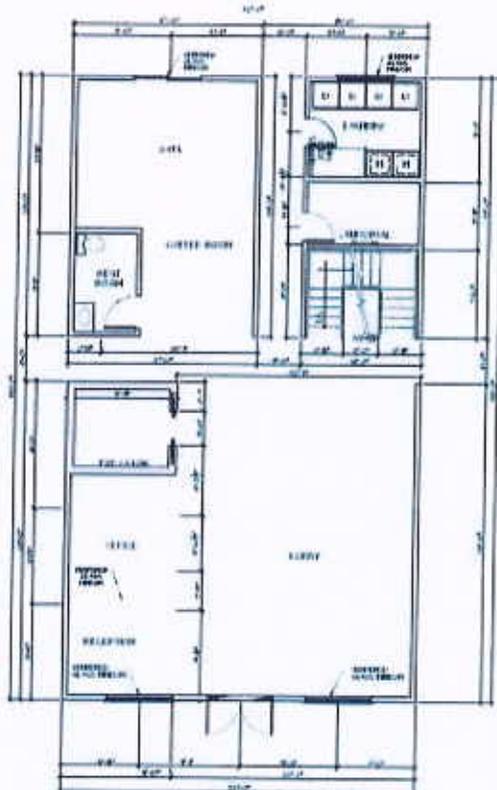
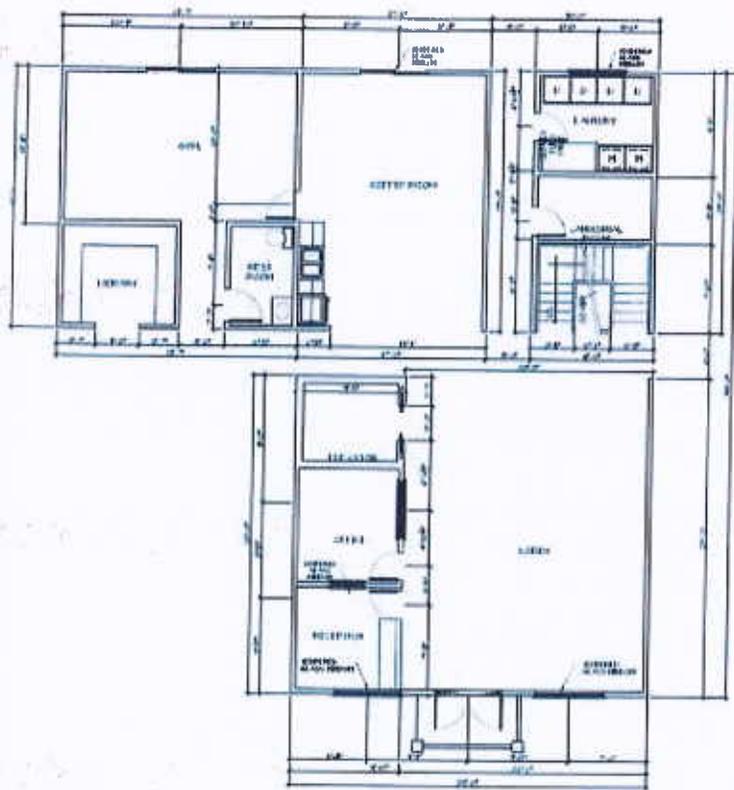
APN(S):
0410-192-56 & 61

PROPOSAL:
CONSIDERATION OF A DEVELOPMENT AGREEMENT AND A SITE PLAN REVIEW TO CONSTRUCT A 23-UNIT SENIOR AFFORDABLE APARTMENT COMPLEX ON 1.3 GROSS ACRES INCLUDING A 17% DENSITY BONUS AND FOUR AFFORDABLE UNITS



FLOOR PLAN FOR UNITS A & B

ATTACHMENT 6



APPLICANT(S):
TMS CONSORTIUM

FILE NO(S): DA15-00001 & SPR14-00008

LOCATION:
ON THE WEST SIDE OF H AVENUE, 90 FEET NORTH OF SULTANA STREET

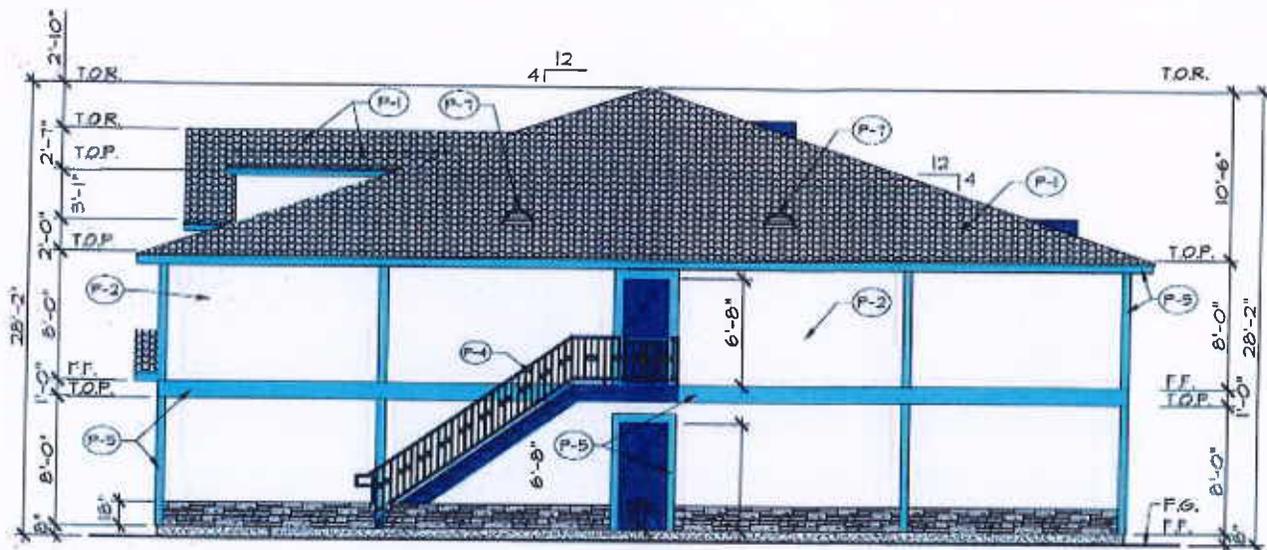
APN(S):
0410-192-56 & 61

PROPOSAL:
CONSIDERATION OF A DEVELOPMENT AGREEMENT AND A SITE PLAN REVIEW TO CONSTRUCT A 23-UNIT SENIOR AFFORDABLE APARTMENT COMPLEX ON 1.3 GROSS ACRES INCLUDING A 17% DENSITY BONUS AND FOUR AFFORDABLE UNITS



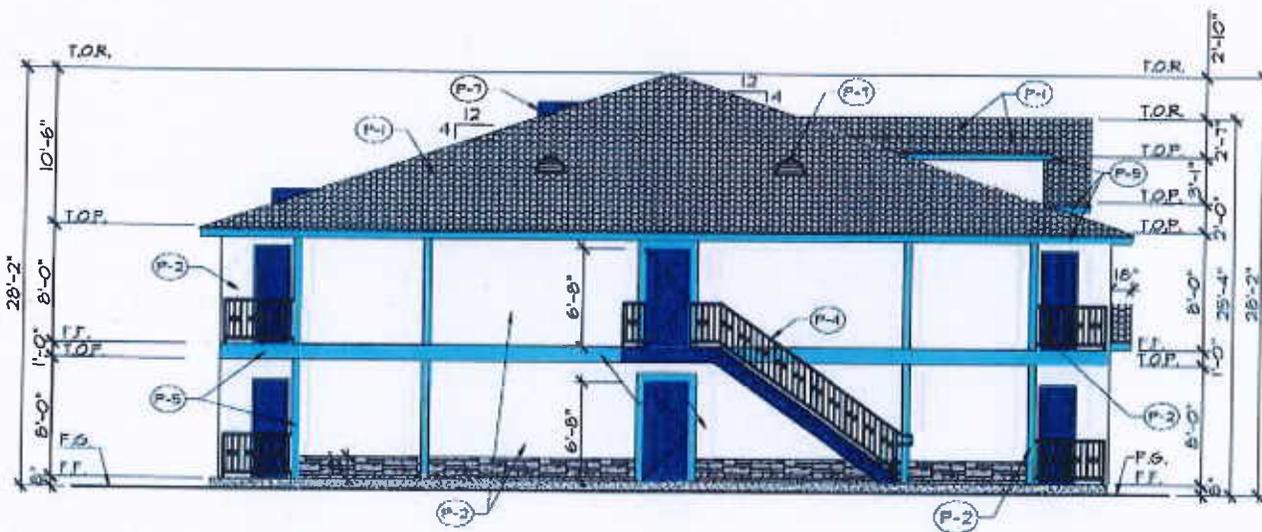
RECREATIONAL ROOM FLOOR PLANS

ATTACHMENT 7



NORTH ELEVATION

SCALE: 3/16" = 1'-0"



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

APPLICANT(S):
TMS CONSORTIUM

FILE NO(S): DA15-00001 & SPR14-00008

LOCATION:
ON THE WEST SIDE OF H AVENUE, 90 FEET NORTH OF SULTANA STREET

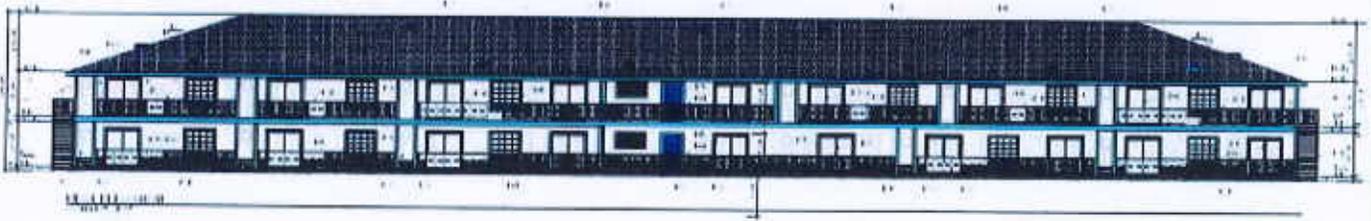
APN(S):
0410-192-56 & 61

PROPOSAL:
CONSIDERATION OF A DEVELOPMENT AGREEMENT AND A SITE PLAN REVIEW TO CONSTRUCT A 23-UNIT SENIOR AFFORDABLE APARTMENT COMPLEX ON 1.3 GROSS ACRES INCLUDING A 17% DENSITY BONUS AND FOUR AFFORDABLE UNITS



BUILDING ELEVATIONS

ATTACHMENT 8



APPLICANT(S):
TMS CONSORTIUM

FILE NO(S): DA15-00001 & SPR14-00008

LOCATION:
ON THE WEST SIDE OF H AVENUE, 90 FEET NORTH OF SULTANA STREET

APN(S):
0410-192-56 & 61

PROPOSAL:
CONSIDERATION OF A DEVELOPMENT AGREEMENT AND A SITE PLAN REVIEW TO CONSTRUCT A 23-UNIT SENIOR AFFORDABLE APARTMENT COMPLEX ON 1.3 GROSS ACRES INCLUDING A 17% DENSITY BONUS AND FOUR AFFORDABLE UNITS



BUILDING ELEVATIONS

ATTACHMENT 9

RESOLUTION NO. PC-2015-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HESPERIA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT A DEVELOPMENT AGREEMENT AND A SITE PLAN REVIEW TO CONSTRUCT A TWO-STORY, 23-UNIT SENIOR APARTMENT COMPLEX INCLUDING A 17% DENSITY BONUS AND 4 AFFORDABLE UNITS ON 1.3 GROSS ACRES WITHIN THE MEDIUM DENSITY RESIDENTIAL (MDR) ZONE OF THE MAIN STREET AND FREEWAY CORRIDOR SPECIFIC PLAN LOCATED ON THE WEST SIDE OF H AVENUE, 90 FEET NORTH OF SULTANA STREET (DA15-00001 & SPR14-00008)

WHEREAS, TMS Consortium has filed an application requesting consideration of Development Agreement DA15-00001 and Site Plan Review SPR14-00008, described herein (hereinafter referred to as "Application"); and

WHEREAS, the Application applies to a 1.3 gross acre site within the Medium Density Residential (MDR) District of the Main Street and Freeway Corridor Specific Plan (Specific Plan), located on the west side of H Avenue, 90 feet north of Sultana Street and consists of Assessor's Parcel Numbers 0410-192-56 and 61; and

WHEREAS, the Application, as contemplated, proposes to construct a 23-unit senior apartment complex, including a 17 percent density bonus and 4 affordable units; and

WHEREAS, State Housing Law requires the City to consider such design concessions to encourage affordable housing; and

WHEREAS, the property is currently vacant and is bounded by existing multiple-family residences to the north, south, and west. The properties to the east are vacant; and

WHEREAS, the subject property is currently within the MDR Zone District of the Specific Plan. All surrounding properties are also within the MDR Zone District; and

WHEREAS, this project is exempt from the California Environmental Quality Act (CEQA), per Public Resources Code Section 21159.23, Exception for Affordable Low-income Housing; and

WHEREAS, on September 10, 2015, the Planning Commission of the City of Hesperia conducted a duly noticed public hearing pertaining to the proposed Application, and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. The Planning Commission hereby specifically finds that all of the facts set forth in this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this Commission during the above-referenced September 10, 2015 hearing, including public testimony and written and oral staff reports, this Commission specifically finds as follows:

- (a) The proposed development agreement will allow a 17 percent density bonus and deviation from specified development standards in exchange for creation of 4 units that will be reserved for low income households. These affordable housing units will contribute towards meeting the City's affordable housing goals as mandated by the State of California and supported by the City's General Plan Housing Element.
- (b) The proposed use will not have a substantial adverse effect on abutting property, or the permitted use thereof.
- (c) The site for the proposed use is adequate in size and shape to accommodate the proposed use, because the site can accommodate all proposed improvements, with the exception of the minimum eight-foot balcony depth. The balconies of the proposed units have a five-foot depth. The Specific Plan requires a minimum 875 square foot gross floor area for the one-bedroom and 1,075 square foot gross floor area for the two-bedroom units. The one-bedroom units will be 690 square feet and the two-bedroom units will be 879 square feet in area. The Density Bonus Program allows deviations from standards, consistent with state law.
- (d) The proposed use will not have a substantial adverse effect on abutting property or the permitted use thereof, and will not generate excessive noise, vibration, traffic, or other disturbances, nuisances or hazards.
- (e) The proposed project is consistent with the goals, policies, standards and maps of the adopted Zoning, Development Code and all applicable codes and ordinances adopted by the City of Hesperia. Further, the project is consistent with the regulations authorizing residential densities exceeding that allowed under the General Plan through the density bonus program.
- (f) The site for the proposed use will have adequate access based upon the site's current access to H Avenue, which the developer must pave.
- (g) The granting of the density bonus will not be detrimental to the public health, safety, or welfare.
- (h) The proposed development agreement is consistent with and promotes the goals and policies of the General Plan, specifically Land Use Policy LU-2.3 and Housing Policy 1.2.

Section 3. Based on the findings and conclusions set forth in this Resolution, this Commission hereby recommends approval of Development Agreement DA15-00001 and Site Plan Review SPR14-00008.

Section 4. That the Secretary shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 10th day of September 2015.

Tom Murphy, Chair, Planning Commission

ATTEST:

Andrea Ngalo, Secretary, Planning Commission

ATTACHMENT "A"
List of Conditions for SPR14-00008

Approval Date: October 06, 2015
Effective Date: October 06, 2015
Expiration Date: October 06, 2018

This list of conditions applies to: Site Plan Review SPR14-00008, to construct a 23-unit senior affordable multi-family residential development within the Medium Density Residential (MDR) zone of the Main Street and Freeway Corridor Specific Plan on 1.3 gross acres located on the west side of H Avenue 90 feet north of Sultana Street (Applicant: Bella Sky, LLC; APNs: 0410-192-56 & 61)

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

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

CONDITIONS REQUIRED AS PART OF SUBMITTAL OF PUBLIC IMPROVEMENT PLANS

| | | |
|---------------------------------------|--------------------|--|
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | CONSTRUCTION PLANS. Five complete sets of construction plans prepared and wet stamped by a California licensed Civil or Structural Engineer or Architect shall be submitted to the Building Division with the required application fees for review. (B) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | DRAINAGE STUDY. The Developer shall submit a Final Hydrology Hydraulic study identifying the method of collection and conveyance of any tributary flows from off-site as well as the method of control for increased run-off generated on-site. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | GEOTECHNICAL REPORT. The Developer shall provide two copies of the soils report to substantiate all grading, building, and public improvement plans. Include R value testing and pavement recommendations for public streets. (E B) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | TITLE REPORT. The Developer shall provide a complete title report 90 days or newer from the date of submittal. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | N.P.D.E.S. The Developer shall apply for the required NPDES (National Pollutant Discharge Elimination System) permit with the Regional Water Quality Control Board and pay applicable fees. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | STORM WATER POLLUTION PREVENTION PLAN. The Developer shall provide a Storm Water Pollution Prevention Plan (SWPPP), which addresses the method of storm water run-off control during construction. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | UTILITY NON INTERFERE/QUITCLAIM DOCS. The Developer shall provide non interference and or quitclaim letter(s) from any applicable utility agencies for any utility easements that affect the proposed project. All documents shall be subject to review and approval by the Engineering Department and the affected utility agencies. The improvement plans will not be accepted without the required documents and approval from the affected agencies. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | PLAN CHECK FEES. Along with improvement plan submittal, the Developer shall pay applicable plan-checking fees. Improvement Plans and requested studies shall be submitted as a package. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | IRREVOCABLE OFFERS OF DEDICATION. The Developer shall submit an Offer of Dedication to the Citys Engineering Department for review and approval. At time of submittal the developer shall complete the Citys application for document review and pay all applicable fees. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | DEVELOPMENT AGREEMENT. The applicant shall execute Development Agreement DA15-00001, granting a density bonus of four dwelling units and other incentives approved by the City as well as placing restrictions on the tenants/owners of the |

development in accordance with state law. This agreement, in addition to the density bonus, shall reflect the change from affordable units to senior affordable units. The agreement shall be subject to review and approval by the City prior to its execution. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY RECREATIONAL FACILITY PLANS. The developer shall submit two complete sets of plans for the required recreational amenities to the Building Division with the required application fees. The plans shall include both active and passive recreational facilities. The recreational facilities within the building shall include two lobbies, gyms and coffee rooms, a multipurpose recreation room, and a television and reading room. Outdoor facilities shall include a one-half basketball court, shuffle board, a tot lot, and two areas with barbeques and picnic tables. Decorative permanent trash receptacles and bicycle racks shall also be located within the two outdoor recreation areas. (P)

COMPLETED
NOT IN COMPLIANCE

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

CONDITIONS REQUIRED PRIOR TO GROUND DISTURBING ACTIVITY

COMPLETED
NOT IN COMPLIANCE

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

COMPLETED
NOT IN COMPLIANCE

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY APPROVAL OF IMPROVEMENT PLANS. All required improvement plans shall be prepared by a registered Civil Engineer per City standards and per the Citys improvement plan checklist to the satisfaction of the City Engineer. Five sets of improvement plans shall be submitted to the Development Services Department and Engineering Department for plan review with the required plan checking fees. All Public Works plans shall be submitted as a complete set. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY DEDICATION(S). The Developer shall grant to the City an Irrevocable Offer of Dedication for "H" Avenue. The right of way full width for "H" Avenue shall be sixty (60') feet. The Developer shall also grant to the City an Irrevocable Offer of Dedication for any part of the Path of Travel located behind any commercial drive approaches that encroach onto private property. It is the Developers responsibility to obtain any additional Right of Way dedication needed to satisfy the 26 minimum paving requirement at no cost to the City. Corner cut off right of way dedication per City standards is required at all intersections, including interior roadways. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY GRANT OF EASEMENT FOR DOUBLE DETECTOR CHECK VALVE. The Developer shall grant to the City an easement for any part of a required double detector check valve that encroaches onto private property. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY UTILITY NON INTERFERE/QUITCLAIM DOCS. The Developer shall provide non interference and or quitclaim letter(s) from any applicable utility agencies for any utility easements that affect the proposed project. All documents shall be subject to review and

approval by the Engineering Department and the affected utility agencies. The improvement plans will not be accepted without the required documents and approval from the affected agencies. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY N.P.D.E.S. The Developer shall provide a copy of the approved original NPDES (National Pollutant Discharge Elimination System) permit from the Regional Water Quality Control Board and provide a copy of fees paid. The copies shall be provided to the City's Engineering Department. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY STORM WATER POLLUTION PREVENTION PLAN. All of the requirements of the Storm Water Pollution Prevention Plan shall be incorporated and be in place prior to issuance of a grading permit. (E)

COMPLETED
NOT IN COMPLIANCE

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY ON SITE RETENTION. The Developer shall design / construct on site retention facilities, which have minimum impact to ground water quality. This shall include maximizing the use of horizontal retention systems and minimizing the application of dry wells / injection wells. All dry wells / injection wells shall be 2 phase systems with debris shields and filter elements. All dry wells / injection wells shall have a minimum depth of 30 with a max depth to be determined by soils engineer at time of boring test. Per Resolution 89 16 the Developer shall provide on site retention at a rate of 13.5 Cu. Ft per every 100 Sq. Ft. of impervious materials. Any proposed facilities, other than a City approved facility that is designed for underground storage for on site retention will need to be reviewed by the City Engineer. The proposed design shall meet City Standards and design criteria established by the City Engineer. A soils percolation test will be required for alternate underground storage retention systems. (E)

COMPLETED
NOT IN COMPLIANCE

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY "H" AVENUE: Construct half-width improvements across the project frontage, based on City's 60-foot Local Roadway Standard. The curb face is to be located at 20' from the approved centerline. The design shall be based upon an acceptable centerline profile extending a minimum of three hundred (300) feet beyond the project boundaries where applicable. These improvements shall consist of:

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY "H" AVENUE (OFF-SITE): Construct 26' wide minimum paving from proposed half-didth improvements and tie- into existing paving at Sultana Street. Improvements shall consist of:

- A. Pavement transitions per City Standards.
- B. Design roadway sections per existing, approved street sections and per "R" value testing with a traffic index of 6 and per the soils report.
- C. Cross sections every 50-feet per City standards.
- D. Provide a signage and striping plan per City standards.
- E. It is the Developer's responsibility to obtain any off-site dedications for transition tapers including acceleration / deceleration tapers per City standards. It is also the Developer's responsibility to obtain any additional Right-of-Way dedication needed to satisfy the 26' minimum paving requirement at no cost to the City.
- F. Relocate existing utilities as required. The Developer shall coordinate with affected utility companies.

COMPLETED **COMPLIED BY** UTILITY PLAN. The Developer shall design a Utility Plan for service connections and / or private hydrant and sewer connections. Any existing water, sewer, or storm drain infrastructures that are affected by the proposed development shall be removed / replaced or relocated and shall be constructed per City standards at the Developers expense. (E)
NOT IN COMPLIANCE

- A. A remote read automatic meter reader shall be added on all meter connections as approved by the City Engineer.
- B. The Developer shall design a Utility Plan for service connections and / or private water and sewer connections. Domestic and fire connections shall be made from the existing 8" PVC water line in "H" Avenue per City Standards.
- C. It is the Developers responsibility to connect to sewer and pay the appropriate fees. The Developer will be required to connect to the existing 8" PVC sewer main in "H" Avenue per City standards.
- D. Complete V.V.W.R.A.s Wastewater Questionnaire for Commercial / Industrial Establishments and submit to the Engineering Department. Complete the Certification Statement for Photographic and X ray Processing Facilities as required.

COMPLETED **COMPLIED BY** COMBUSTIBLE PROTECTION. Prior to combustibles being placed on the project site an approved all weather fire apparatus access surface and operable fire hydrants with acceptable fire flow shall be installed. The topcoat of asphalt does not have to be installed until final inspection and occupancy. [F 44]
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** FIRE ACCESS. The development shall have a minimum of one point (2 driveways) of vehicular access. These are for fire emergency equipment access and for evacuation routes. Single Story Road Access Width. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Other recognized standards may be more restrictive by requiring wider access provisions. Multi Story Road Access Width. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. [F 41]
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** FIRE ACCESS 150+ FT. Dead End roadways exceeding one hundred fifty (150) feet in length shall be approved by the Fire Department. [F 45]
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** FIRE SURFACE-MINIMUM 80K POUNDS. All roads shall be paved and designed to hold the weight of Fire Apparatus at a minimum of 80K pounds. (F)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** STREET SIGN. This project is required to have an approved street sign (temporary or permanent). The street sign shall be installed on the nearest street corner to the project. Installation of the temporary sign shall be prior any combustible material being placed on the construction site. Prior to final inspection and occupancy of the first structure, the permanent street sign shall be installed. (F)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** WATER SYSTEM. Prior to any land disturbance, the water systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using California Fire Code. The Fire Flow for this project shall be: 2,375 GPM (after fire sprinkler allowance) for a 4 hour duration at 20 psi residual operating pressure. Fire Flow is based on a 30,795 sq.ft. structure. (F)
NOT IN COMPLIANCE

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

WATER SYSTEM COMMERCIAL. A water system approved by the Fire Department is required. The system shall be operational prior to any combustibles being stored on the site. Fire hydrants shall be spaced no more than three hundred (300) feet apart (as measured along vehicular travel ways) and no more than three hundred (300) feet from any portion of a structure. (F)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

PRE-CONSTRUCTION SURVEY. A pre-construction survey for the burrowing owl shall be conducted by a City approved and licensed biologist, no more than 30 days prior to ground disturbance. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

CONSISTENCY WITH APPROVED GRAPHICS. Improvement plans for off site and on site improvements shall be consistent with the graphics approved as part of this site plan review application with the following revisions made to the improvement plans: (E, P)

A. The trash enclosure shall meet the minimum standards for accessibility as per the City's standard detail.

B. A minimum four-foot wide landscaped area and a one-foot sidewalk in addition to the six-inch concrete curb shall be installed at the end of all parking space rows, consistent with the Development Code as approved by Planning staff.

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

LOT MERGER. A lot merger shall be recorded, merging APNs 0410-192-56 and 61. The required application and fees shall be submitted to the Planning Division prior to review and approval by the City for recordation. (P)

CONDITIONS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

CONSTRUCTION WASTE. The developer or builder shall contract with the City's franchised solid waste hauler to provide bins and haul waste from the proposed development. At any time during construction, should services be discontinued, the franchise will notify the City and all building permits will be suspended until service is reestablished. The construction site shall be maintained and all trash and debris contained in a method consistent with the requirements specified in Hesperia Municipal Code Chapter 15.12. All construction debris, including green waste, shall be recycled at Advance Disposal and receipts for solid waste disposal shall be provided prior to final approval of any permit. (B)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

DEVELOPMENT FEES. The Developer shall pay required development fees as follows:

A. School Fees (B)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

FIRE ALARM-MONITORING. An automatic fire sprinkler monitoring fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required. The applicant shall hire a Fire Department approved fire alarm contractor. The fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. (F)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

FIRE SPRINKLER NFPA#13R. An automatic fire sprinkler system complying with NFPA Pamphlet #13R and the Fire Department standards is required. The applicant shall hire a Fire Department approved fire sprinkler contractor. The fire sprinkler contractor shall submit to Hesperia Building & Safety, three (3) sets of (minimum 1/8 scale) shall include hydraulic calculations and manufacturers specification sheets. The required fees shall be paid at the time of plan submittal. (F)

COMPLETED **COMPLIED BY** KNOX BOX. An approved Fire Department key box is required. (F)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** FENCING PLANS. The developer shall construct a six-foot high split-face masonry wall with a decorative cap along the project's northern and southern boundary, connecting to the existing six-foot tall decorative wall along the project's west boundary. The required six-foot high wall shall be a minimum of 25 feet from the front property line. A dense hedge three feet high or a combination three-foot high decorative wall and three-foot high wrought iron fence shall be installed along G Avenue to screen headlights from impacting the properties to the east from glare. Each private open space area shall be separated from adjacent private open space areas with decorative walls and/or fencing. Two complete sets of engineered construction plans for the required fencing shall be submitted to the Building and Safety counter. (P)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** LIGHT AND LANDSCAPE DISTRICT ANNEXATION. Developer shall annex property into the lighting and landscape district administered by the Hesperia Recreation and Parks District. The required forms are available from the Building Division and once completed, shall be submitted to the Building Division. (RPD)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** LANDSCAPING/IRRIGATION. The developer shall submit three sets of landscape and irrigation plans, including water budget calculations, required application fees, and a completed landscaping packet to the Building Division. Plans shall utilize xeriscape landscaping techniques in conformance with the City's Landscaping Ordinance. The number, size, type, and configuration of plants shall be approved by the Planning Division. Further, all landscaping shall be maintained as approved by the City. (P)
NOT IN COMPLIANCE

CONDITIONS REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY

COMPLETED **COMPLIED BY** DEVELOPMENT FEES. The Developer shall pay required development fees as follows:
NOT IN COMPLIANCE
A. Development Impact Fees (B)
B. Park Fees (B)
C. Utility Fees (E)

COMPLETED **COMPLIED BY** UTILITY CLEARANCE AND C OF O. The Building Division will provide utility clearances on individual buildings after required permits and inspections and after the issuance of a Certificate of Occupancy on each building. Utility meters shall be permanently labeled. Uses in existing buildings currently served by utilities shall require issuance of a Certificate of Occupancy prior to establishment of the use. (B)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** PUBLIC IMPROVEMENTS. All public improvements shall be completed by the Developer and approved by the Engineering Department. Existing public improvements determined to be unsuitable by the City Engineer shall be removed and replaced. (E)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** ELECTRONIC COPIES. The Developer shall provide electronic copies of the approved project in AutoCAD format Version 2007 to the City's Engineering Department. (E)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** AS BUILT PLANS. The Developer shall provide as built plans. (E)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** FIRE EXTINGUISHERS. Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. (F)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** HYDRANT MARKING. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. (F)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** RECREATIONAL FACILITIES. The required recreational facilities shall be completed in accordance with City standards (P)
NOT IN COMPLIANCE

COMPLETED **COMPLIED BY** ON SITE IMPROVEMENTS. All on site improvements as recorded in these conditions,
NOT IN COMPLIANCE

NOT IN COMPLIANCE

and as shown on the approved site plan shall be completed in accordance with all applicable Title 16 requirements. The building shall be designed consistent with the design shown upon the approved materials board and color exterior building elevations identified as Exhibit A. Any exceptions shall be approved by the Director of Development Services. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY MASONRY WALLS AND FENCING. The required masonry walls and fencing shall be completed in accordance with City standards. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY ON SITE IMPROVEMENTS. All on site improvements as recorded in these conditions, and as shown on the approved site plan shall be completed in accordance with all applicable Title 16 requirements. The building shall be designed consistent with the design shown upon the approved materials board and color exterior building elevations identified as Exhibit A. Any exceptions shall be approved by the Director of Development Services. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY LANDSCAPE-IRRIGATION. The Developer shall install the landscaping and irrigation as required by the Planning Division. (P)

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

- (B) Building Division 947-1300**
- (E) Engineering Division 947-1476**
- (F) Fire Prevention Division 947-1603**
- (P) Planning Division 947-1200**
- (RPD) Hesperia Recreation and Park District 244-5488**



DATE: September 10, 2015

TO: Planning Commission

FROM:  Dave Reno, Principal Planner

BY:  Stan Liudahl, Senior Planner

SUBJECT: Conditional Use Permit CUP15-00004 (R&R Development Co.; APNs: 0407-261-03, 04 & 20)

RECOMMENDED ACTION

It is recommended that the Planning Commission adopt Resolution No. PC-2015-24, approving CUP15-00004.

BACKGROUND

Proposal: A Conditional Use Permit (CUP) has been filed to construct a 37,716 square foot In-Shape Health Club on 4.7 gross acres (Attachment 1). In-Shape Health Clubs, LLC is based in Stockton, California and operates over 70 fitness centers in California. The health club specializes in providing fitness programs for adults and children in a family-oriented, professional environment. The proposed health and fitness club is similar to their current facility in Yuba City.

Location: On the northwest corner of Juniper Street and Ninth Avenue.

Current General Plan, Zoning and Land Uses: The site is within the Pedestrian Commercial (PC) Zone of the Main Street and Freeway Corridor Specific Plan (Specific Plan). The surrounding land is designated as noted on Attachment 2. The 4.7-acre site and one property to the south are vacant. Single-family residences exist to the north, a multi-tenant retail building exists to the south, a motion picture theatre to the east, and a church exists to the west (Attachment 3).

ISSUES/ANALYSIS

The 37,716 square foot building includes an indoor pool and spa as well as separate rooms housing saunas, cardio, group exercise, physical therapy, weight training, relaxation, and massage. The building will also house separate lockers, showers, and bathrooms for men and women (Attachment 4). The facility will also contain an outdoor lap pool and spa as well as outdoor exercise equipment surrounded by a 7-foot high decorative wall/wrought iron fence.

The proposed development complies with all site development regulations, including the minimum building setback, landscaping, and number of parking spaces. The project requires a minimum of 6.67 spaces per 1,000 square feet. Therefore, the 37,716 square foot health and fitness club requires a minimum of 252 parking spaces. The site design will provide 267 spaces, affording 15 surplus spaces.

The architecture of the health and fitness club meets the architectural requirements of the Specific Plan. The health club incorporates changes in wall and roof planes and the walls will be enhanced using a generous amount of stacked stone veneer at their base. The building will also incorporate decorative cornices, metal awnings, generous amounts of decorative storefront windows, screen lines, and trellis features to allow vines to provide greenery to the walls (Attachments 5 and 6). In addition, a tower element is provided on the corner of the building with a decorative roofing tile roof, which provides a prominent entry feature (Attachment 7).

The outdoor activities will be secured using a seven-foot high estate fence with wrought iron fencing atop stucco walls with a decorative cap. The outdoor exercise area will also include fountains and low level speakers (Attachment 8). The applicant addressed potential noise issues from this outdoor space, stating that it will not be used for classes, parties or large groups of children and/or adolescents. All persons will be closely supervised and preventive measures will be in place to prevent impacts upon the neighboring residents.

Drainage: The site is impacted by 9.3 cubic feet of drainage flow per second (cfs) upstream during a 100-year storm event and 4.5 cfs drainage flow occurs on-site in its pre-developed state, pursuant to the hydrology study for the project. Post-development drainage flow will increase to 6.1 cfs. On-site drainage is designed to retain the additional 6.1 cfs within an underground retention system. Therefore, development of the site will not cause any additional drainage impact beyond the historic drainage flow.

Water and Sewer: The development will be connected to the existing 12-inch water line and the 8-inch sewer line in Juniper Street.

Environmental: This development is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332, Infill Development Projects. A biological assessment and a protected plant plan were submitted. The biological assessment shows that the site does not contain habitat for the desert tortoise nor any other threatened or endangered species. However, a pre-construction survey for the burrowing owl will be conducted not more than 30 days prior to issuance of a grading permit. The protected plant plan ensures that the five transplantable plants protected by the City's Protected Plant Ordinance will be handled in accordance with the Ordinance.

Conclusion: The project conforms to the policies of the General Plan and Specific Plan, specifically land use with adoption of the Conditional Use Permit.

FISCAL IMPACT

Development will be subject to payment of all development impact fees adopted by the City.

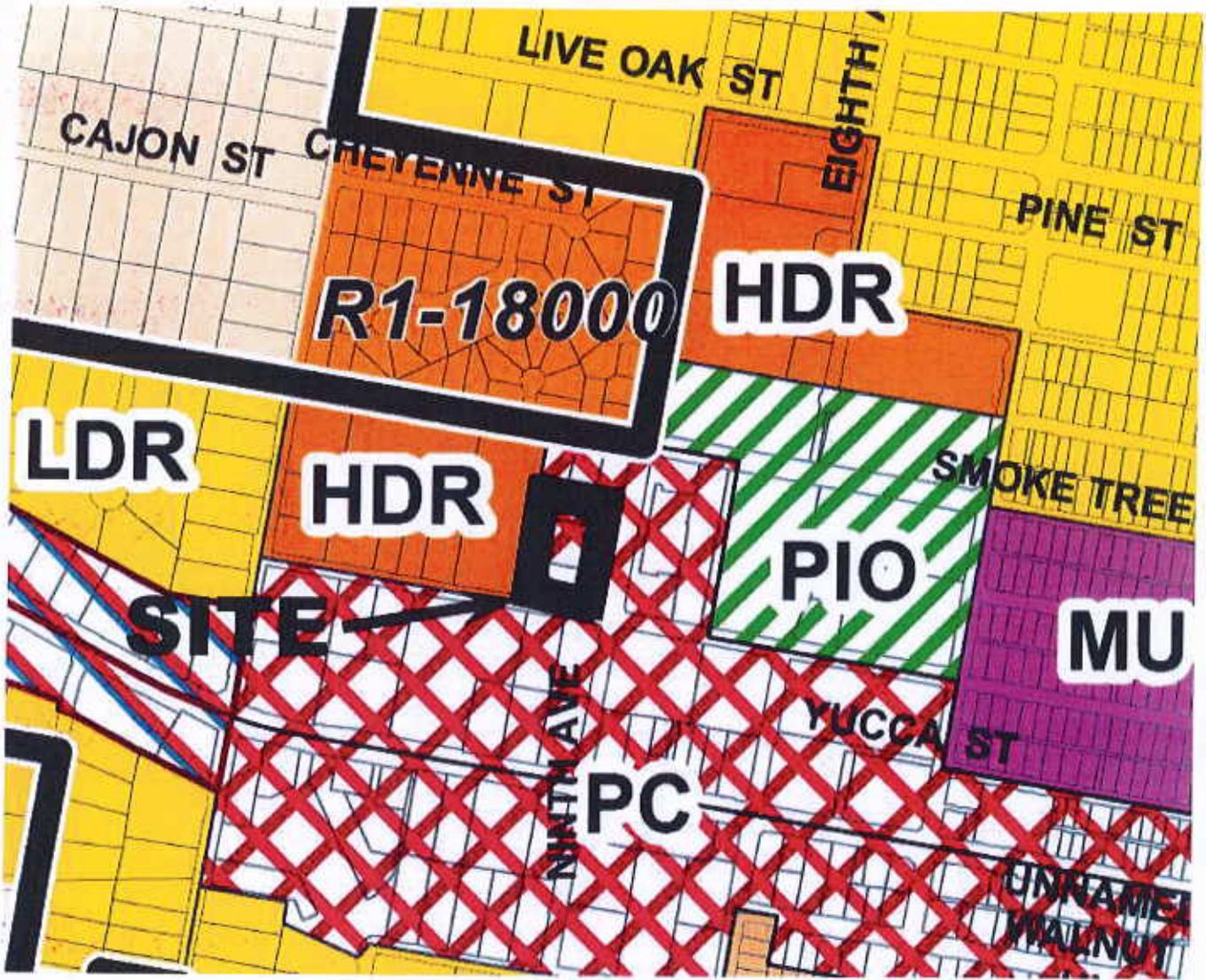
ALTERNATIVE(S)

1. Provide alternative direction to staff.

ATTACHMENT(S)

1. Site Plan
2. General Plan
3. Aerial photo
4. Floor Plan
5. North & South Building Elevations
6. East & West Building Elevations
7. Color Rendering
8. Outdoor Facilities
9. Resolution No. PC-2015-24 with Exhibit "A" (CUP15-00004)

ATTACHMENT 2



APPLICANT(S):

R&R DEVELOPMENT CO. FOR IN-SHAPE HEALTH CLUBS, LLC

FILE NO(S):

CUP15-00004

LOCATION:

ON THE NORTHWEST CORNER OF JUNIPER STREET AND NINTH AVENUE

APN(S):

0407-261-03, 04 & 20

PROPOSAL:

CONSIDERATION OF A CONDITIONAL USE PERMIT TO CONSTRUCT A 37,716 SQUARE FOOT HEALTH AND FITNESS CLUB WITH AN OUTDOOR POOL/SPA AND EXERCISE AREA ON 4.7 GROSS ACRES WITHIN THE PEDESTRIAN COMMERCIAL (PC) ZONE OF THE MAIN STREET AND FREEWAY CORRIDOR SPECIFIC PLAN



GENERAL PLAN LAND USE MAP

ATTACHMENT 3



APPLICANT(S):

R&R DEVELOPMENT CO. FOR IN-SHAPE HEALTH CLUBS, LLC

FILE NO(S):

CUP15-00004

LOCATION:

ON THE NORTHWEST CORNER OF JUNIPER STREET AND NINTH AVENUE

APN(S):

0407-261-03, 04 & 20

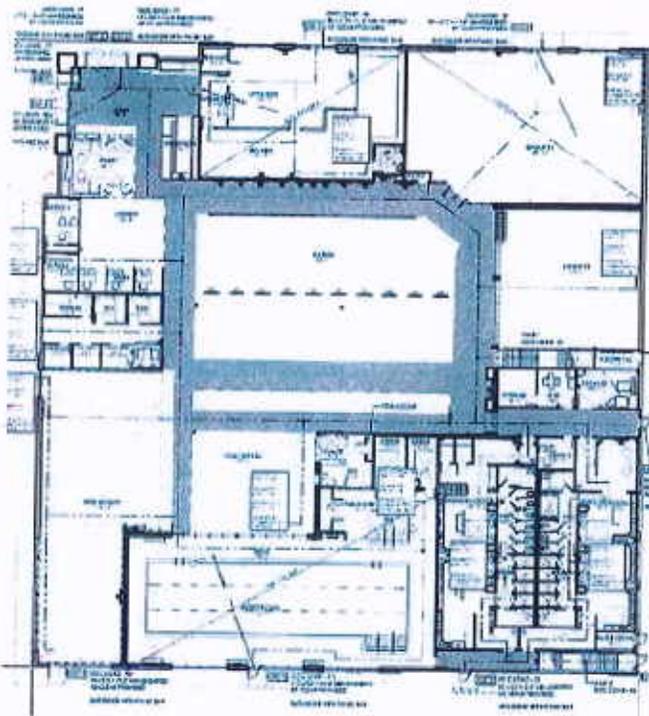
PROPOSAL:

CONSIDERATION OF A CONDITIONAL USE PERMIT TO CONSTRUCT A 37,716 SQUARE FOOT HEALTH AND FITNESS CLUB WITH AN OUTDOOR POOL/SPA AND EXERCISE AREA ON 4.7 GROSS ACRES WITHIN THE PEDESTRIAN COMMERCIAL (PC) ZONE OF THE MAIN STREET AND FREEWAY CORRIDOR SPECIFIC PLAN

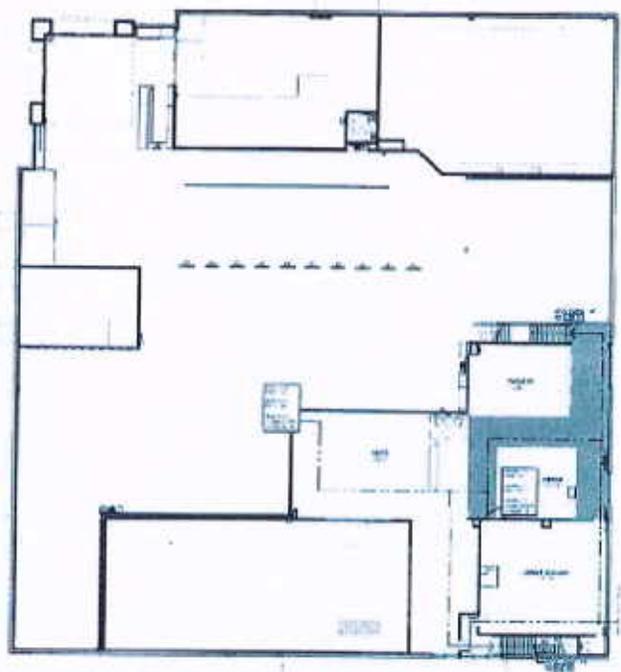


AERIAL PHOTO

ATTACHMENT 4



Ground Floor Plan



Mezzanine Floor Plan

APPLICANT(S):

R&R DEVELOPMENT CO. FOR IN-SHAPE HEALTH CLUBS, LLC

FILE NO(S):

CUP15-00004

LOCATION:

ON THE NORTHWEST CORNER OF JUNIPER STREET AND NINTH AVENUE

APN(S):

0407-261-03, 04 & 20

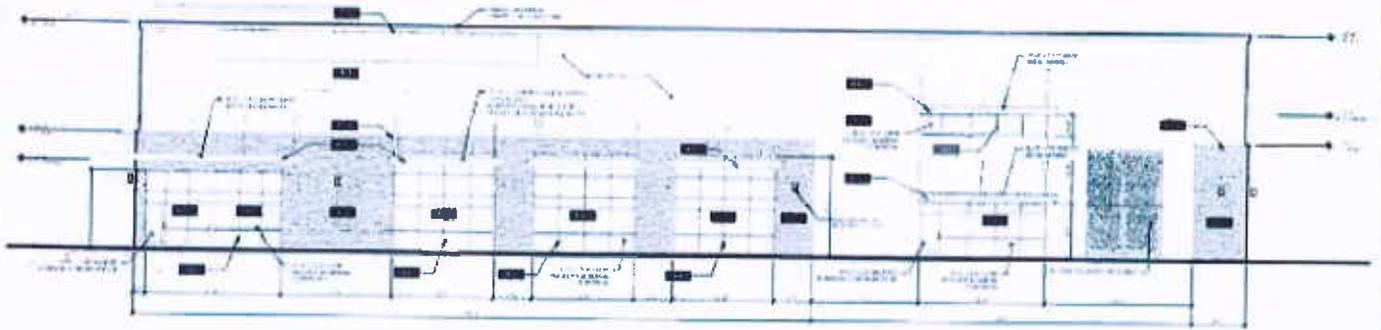
PROPOSAL:

CONSIDERATION OF A CONDITIONAL USE PERMIT TO CONSTRUCT A 37,716 SQUARE FOOT HEALTH AND FITNESS CLUB WITH AN OUTDOOR POOL/SPA AND EXERCISE AREA ON 4.7 GROSS ACRES WITHIN THE PEDESTRIAN COMMERCIAL (PC) ZONE OF THE MAIN STREET AND FREEWAY CORRIDOR SPECIFIC PLAN

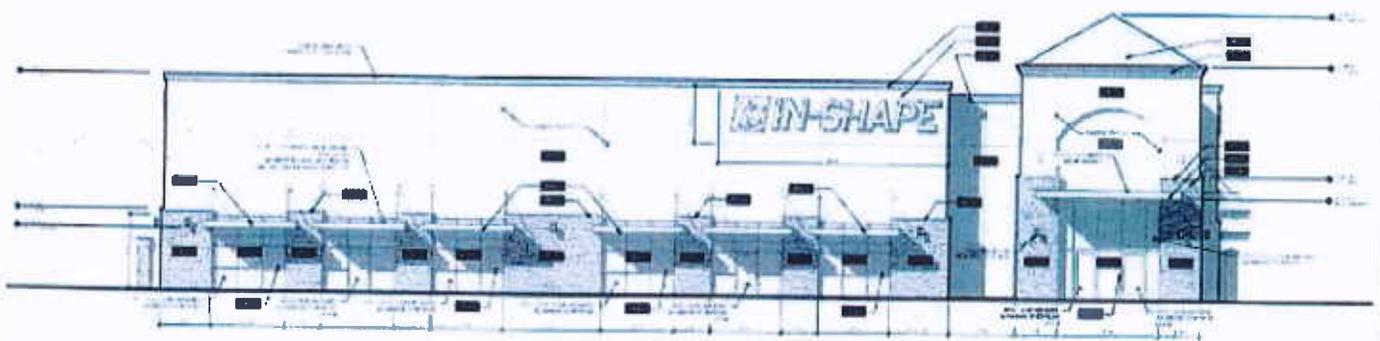


FLOOR PLANS

ATTACHMENT 5



NORTH ELEVATION



SOUTH ELEVATION

APPLICANT(S):

R&R DEVELOPMENT CO. FOR IN-SHAPE HEALTH CLUBS, LLC

FILE NO(S):

CUP15-00004

LOCATION:

ON THE NORTHWEST CORNER OF JUNIPER STREET AND NINTH AVENUE

APN(S):

0407-261-03, 04 & 20

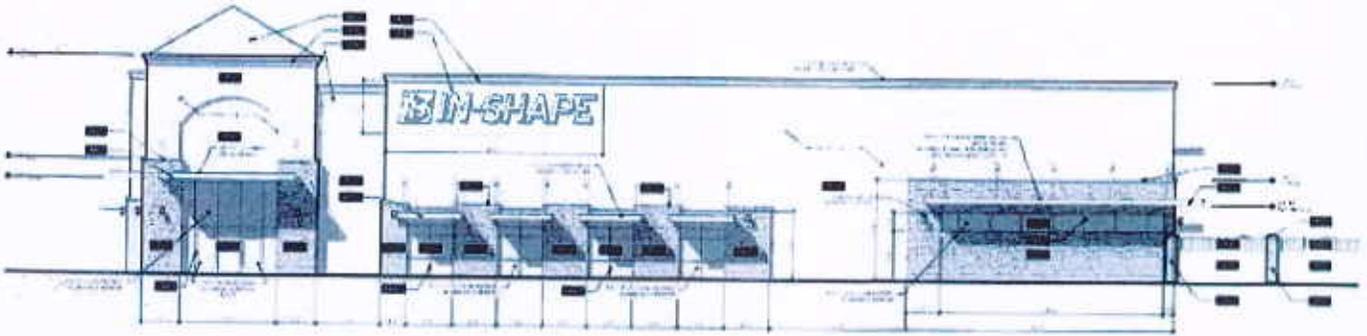
PROPOSAL:

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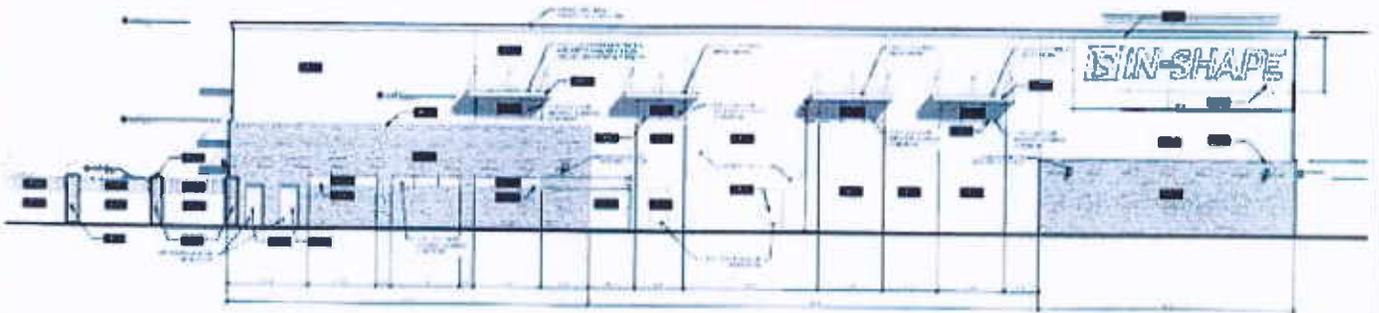


BUILDING ELEVATIONS

ATTACHMENT 6



EAST ELEVATION



WEST ELEVATION

APPLICANT(S):

R&R DEVELOPMENT CO. FOR IN-SHAPE HEALTH CLUBS, LLC

FILE NO(S):

CUP15-00004

LOCATION:

ON THE NORTHWEST CORNER OF JUNIPER STREET AND NINTH AVENUE

APN(S):

0407-261-03, 04 & 20

PROPOSAL:

CONSIDERATION OF A CONDITIONAL USE PERMIT TO CONSTRUCT A 37,716 SQUARE FOOT HEALTH AND FITNESS CLUB WITH AN OUTDOOR POOL/SPA AND EXERCISE AREA ON 4.7 GROSS ACRES WITHIN THE PEDESTRIAN COMMERCIAL (PC) ZONE OF THE MAIN STREET AND FREEWAY CORRIDOR SPECIFIC PLAN



BUILDING ELEVATIONS

ATTACHMENT 7



BUILDING ENTRY

APPLICANT(S):

R&R DEVELOPMENT CO. FOR IN-SHAPE HEALTH CLUBS, LLC

FILE NO(S):

CUP15-00004

LOCATION:

ON THE NORTHWEST CORNER OF JUNIPER STREET AND NINTH AVENUE

APN(S):

0407-261-03, 04 & 20

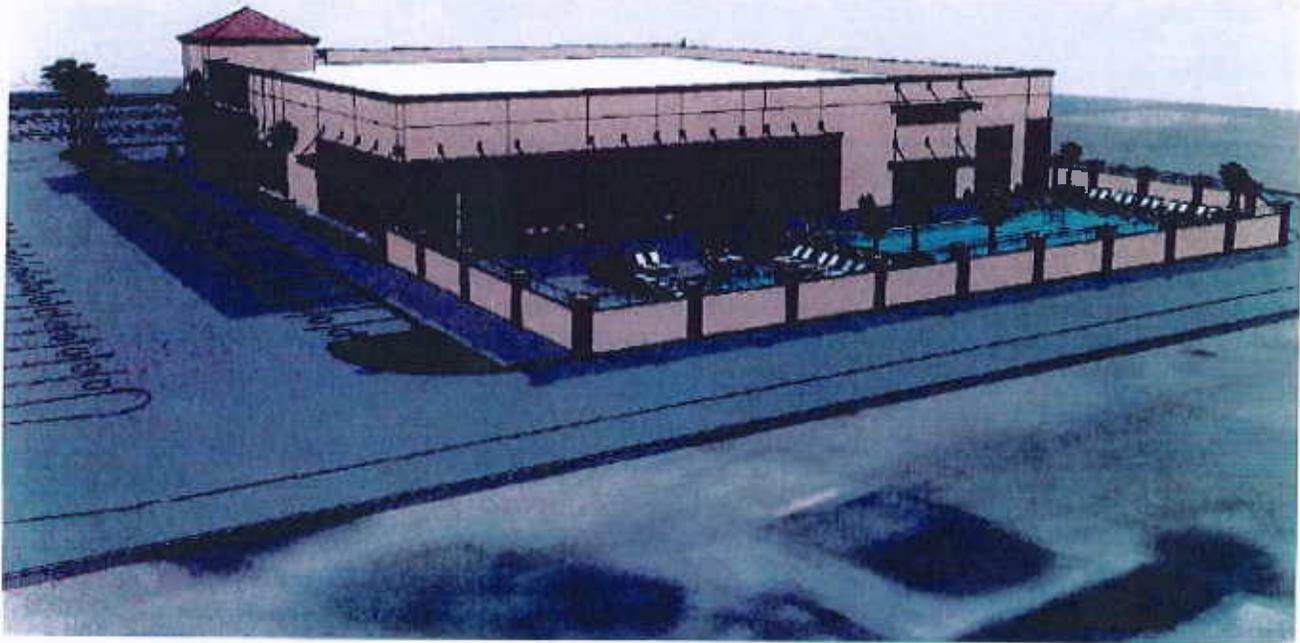
PROPOSAL:

CONSIDERATION OF A CONDITIONAL USE PERMIT TO CONSTRUCT A 37,716 SQUARE FOOT HEALTH AND FITNESS CLUB WITH AN OUTDOOR POOL/SPA AND EXERCISE AREA ON 4.7 GROSS ACRES WITHIN THE PEDESTRIAN COMMERCIAL (PC) ZONE OF THE MAIN STREET AND FREEWAY CORRIDOR SPECIFIC PLAN



COLOR RENDERING

ATTACHMENT 8

**APPLICANT(S):**

R&R DEVELOPMENT CO. FOR IN-SHAPE HEALTH CLUBS, LLC

FILE NO(S):

CUP15-00004

LOCATION:

ON THE NORTHWEST CORNER OF JUNIPER STREET AND NINTH AVENUE

APN(S):

0407-261-03, 04 & 20

PROPOSAL:

CONSIDERATION OF A CONDITIONAL USE PERMIT TO CONSTRUCT A 37,716 SQUARE FOOT HEALTH AND FITNESS CLUB WITH AN OUTDOOR POOL/SPA AND EXERCISE AREA ON 4.7 GROSS ACRES WITHIN THE PEDESTRIAN COMMERCIAL (PC) ZONE OF THE MAIN STREET AND FREEWAY CORRIDOR SPECIFIC PLAN



OUTDOOR FACILITIES

ATTACHMENT 9

RESOLUTION NO. PC-2015-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HESPERIA, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT A 37,716 SQUARE FOOT HEALTH AND FITNESS CLUB WITH AN OUTDOOR POOL/SPA AND EXERCISE AREA ON 4.7 GROSS ACRES WITHIN THE PEDESTRIAN COMMERCIAL (PC) ZONE OF THE MAIN STREET AND FREEWAY CORRIDOR SPECIFIC PLAN LOCATED ON THE NORTHWEST CORNER OF JUNIPER STREET AND NINTH AVENUE (CUP15-00004)

WHEREAS, R&R Development Co. has filed an application requesting approval of CUP15-00004 described herein (hereinafter referred to as "Application"); and

WHEREAS, the Application applies to approximately 4.7 gross acres located within the Pedestrian Commercial (PC) Zone District of the Main Street and Freeway Corridor Specific Plan (Specific Plan) located on the northwest corner of Juniper Street and Ninth Avenue and consists of Assessor's Parcel Numbers 0407-261-03, 04 & 20; and

WHEREAS, the Application, as contemplated, proposes to construct a 37,716 square foot health and fitness club with an outdoor pool/spa and exercise area (In-Shape Health Clubs, LLC); and

WHEREAS, the subject site is vacant. Single-family residences exist to the north, a retail building to the south, a motion picture theatre to the east, and a church to the west; and

WHEREAS, the subject property is currently within the PC Zone of the Specific Plan. The properties to the north, south and east are also within the PC Zone. The properties to the west are within the High Density Residential (HDR) Zone of the Specific Plan; and

WHEREAS, this project is exempt from the California Environmental Quality Act (CEQA), per Public Resources Code Section 15332, Infill Development Projects; and

WHEREAS, on September 10, 2015, the Planning Commission of the City of Hesperia conducted a duly noticed public hearing pertaining to the proposed Application, and concluded said hearing on that date; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. The Planning Commission hereby specifically finds that all of the facts set forth in this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to the Planning Commission during the above-referenced September 10, 2015 hearing, including public testimony and written and oral staff reports, this Commission specifically finds as follows:

- (a) The site for the proposed use is adequate in size and shape to accommodate the proposed use because the site can accommodate all proposed improvements in conformance with the Development Code.

- (b) The proposed use will not have a substantial adverse effect on abutting properties or the permitted use thereof because the proposed project is consistent with the Pedestrian Commercial (PC) Zone of the Main Street and Freeway Corridor Specific Plan, with approval of this conditional use permit. The proposed use would not create significant noise or traffic or cause other conditions or situations that may be objectionable or detrimental to other uses allowed in the vicinity or be adverse to the public convenience, health, safety or general welfare. All persons will be closely supervised and preventive measures will be in place to prevent impacts upon the residents nearby. In addition, due to the potential noise impact of the proposed outdoor activities, the Conditional Use Permit includes an ongoing condition of approval that will ensure that any noise impacts will be handled appropriately.
- (c) The proposed project is consistent with the goals, policies, standards and maps of the adopted Zoning, Specific Plan, Development Code and all applicable codes and ordinances adopted by the City of Hesperia because the project is consistent with the regulations allowing nonresidential uses within the PC Zone of the Main Street and Freeway Corridor Specific Plan. The development complies with the standards for landscaping, driveway aisles, parking stall dimensions, building heights, trash enclosure, loading areas, and all other applicable development standards. The project also complies with the Americans with Disabilities Act (ADA), as the required accessible parking spaces and paths of travel meet the standards within the ADA as well as state and federal handicapped accessible regulations. The development will be constructed pursuant to the California Building and Fire Codes and adopted amendments as well.
- (d) The site for the proposed use will have adequate access based upon its frontage on Juniper Street and Ninth Avenue. There are also adequate provisions for sanitation, water and public utilities and general services to ensure the public convenience, health, safety and general welfare. Additionally, the building will have adequate infrastructure to operate without a major extension of infrastructure.
- (e) The proposed project is consistent with the adopted General Plan of the City of Hesperia. The project site is within the PC Zone of the Main Street and Freeway Corridor Specific Plan. A health and fitness club is an allowable use with approval of a Conditional Use Permit.

Section 3. Based on the findings and conclusions set forth in this Resolution, this Commission hereby approves Conditional Use Permit CUP15-00004, subject to the conditions of approval as shown in Attachment "A".

Section 4. That the Secretary shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED on this 10th day of September 2015

Tom Murphy, Chair, Planning Commission

ATTEST:

Andrea Ngalo, Secretary, Planning Commission

ATTACHMENT "A"
List of Conditions for CUP15-00004

Approval Date: September 10, 2015
Effective Date: September 22, 2015
Expiration Date: September 22, 2018

This list of conditions applies to: **Conditional Use Permit CUP15-00004, to construct a 37,716 square foot health and fitness club (In-Shape Health Clubs, LLC) with an outdoor pool/spa and exercise area on 4.7 gross acres within the Pedestrian Commercial (PC) zone of the Main Street and Freeway Corridor Specific Plan located on the northwest corner of Juniper Street and Ninth Avenue (Applicant: R&R Development Co.; APNs: 0407-261-03, 04 & 20)**

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

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

CONDITIONS REQUIRED AS PART OF SUBMITTAL OF PUBLIC IMPROVEMENT PLANS

- | | | |
|--|---------------------------|--|
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | CONSTRUCTION PLANS. Five complete sets of construction plans prepared and wet stamped by a California licensed Civil or Structural Engineer or Architect shall be submitted to the Building Division with the required application fees for review. (B) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | DRAINAGE STUDY. The Developer shall submit a Final Hydrology Hydraulic study identifying the method of collection and conveyance of any tributary flows from off-site as well as the method of control for increased run-off generated on-site. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | GEOTECHNICAL REPORT. The Developer shall provide two copies of the soils report with the grading plan. The soils report shall substantiate with all grading, building, and public improvement plans. In addition, a percolation report shall be performed to substantiate the percolation of the on-site drainage retention areas. Include "R" value testing and pavement recommendations for public streets (E, B) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | TITLE REPORT. The Developer shall provide a complete title report 90 days or newer from the date of submittal. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | N.P.D.E.S. The Developer shall apply for the required NPDES (National Pollutant Discharge Elimination System) permit with the Regional Water Quality Control Board and pay applicable fees. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | STORM WATER POLLUTION PREVENTION PLAN. The Developer shall provide a Storm Water Pollution Prevention Plan (SWPPP), which addresses the method of storm water run-off control during construction. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | PLAN CHECK FEES. Along with improvement plan submittal, the Developer shall pay applicable plan-checking fees. Improvement Plans and requested studies shall be submitted as a package. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | IRREVOCABLE OFFERS OF DEDICATION. The Developer shall submit an Offer of Dedication to the Citys Engineering Department for review and approval. At time of submittal the developer shall complete the Citys application for document review and pay all applicable fees. (E) |
| <u>COMPLETED</u>
NOT IN COMPLIANCE | <u>COMPLIED BY</u> | UTILITY NON-INTERFERENCE/QUITCLAIM. The Developer shall provide non interference and or quitclaim letter(s) from any applicable utility agencies for any utility easements that affect the proposed project. All documents shall be subject to review and approval by the Engineering Department and the affected utility agencies. Grading permits will not be issued until the required documents are reviewed and approved by all applicable agencies. Any fees associated with the required documents are the Developers responsibility. (E) |

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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

CONDITIONS REQUIRED PRIOR TO GROUND DISTURBING ACTIVITY

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

APPROVAL OF IMPROVEMENT PLANS. All required improvement plans shall be prepared by a registered Civil Engineer per City standards and per the City's improvement plan checklist to the satisfaction of the City Engineer. Five sets of improvement plans shall be submitted to the Development Services Department and Engineering Department for plan review with the required plan checking fees. All Public Works plans shall be submitted as a complete set. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

DEDICATION(S). The Developer shall grant to the City an Irrevocable Offer of Dedication for any part of the Path of Travel located behind any commercial drive approaches that encroach onto private property. Corner cut off right of way dedication per City standards is required at all intersections. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

GRANT OF EASEMENT FOR DOUBLE DETECTOR CHECK VALVE. The Developer shall grant to the City an easement for any part of a required double detector check valve that encroaches onto private property. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

N.P.D.E.S. The Developer shall provide a copy of the approved original NPDES (National Pollutant Discharge Elimination System) permit from the Regional Water Quality Control Board and provide a copy of fees paid. The copies shall be provided to the City's Engineering Department. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

STORM WATER POLLUTION PREVENTION PLAN. All of the requirements of the Storm Water Pollution Prevention Plan shall be incorporated and be in place prior to issuance of a grading permit. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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

COMPLETED

COMPLIED BY

ON SITE RETENTION. The Developer shall design / construct on site retention facilities,

NOT IN COMPLIANCE

which have minimum impact to ground water quality and meet the City's LID (Low Impact Development) requirements. Per Resolution 89- 16 the Developer shall provide on site retention at a rate of 13.5 Cu. Ft per every 100 Sq. Ft. of impervious materials. Any proposed facilities, other than a City approved facility that is designed for underground storage for on site retention will need to be reviewed by the City Engineer. The proposed design shall meet City Standards and design criteria established by the City Engineer. A soils percolation test will be required for alternate underground storage retention systems. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

NINTH AVENUE. Saw-cut (2-foot min.) and match-up asphalt pavement on Ninth Avenue where proposed commercial drive approaches are to be located and existing dust pan drive approaches are to be removed, based on City's Modified 80-foot Secondary Arterial Roadway Standard. Existing curb face shall remain at 20-foot from the approved centerline. The design shall be based upon an acceptable centerline profile extending a minimum of three hundred (300) feet beyond the project boundaries where applicable. These improvements shall consist of:

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

JUNIPER STREET. Saw-cut (2-foot min.) and match-up asphalt pavement on Juniper Street across the project frontage, based on City's 60-foot Local Roadway Standard. The curb face is to be located at 20' from the approved centerline and tie into the existing curb return. The design shall be based upon an acceptable centerline profile extending a minimum of three hundred (300) feet beyond the project boundaries where applicable. These improvements shall consist of:

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY

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

- A. A remote read automatic meter reader shall be added on all meter connections as approved by the City Engineer.

- B. The Developer shall design a Utility Plan for service connections and / or private water and sewer connections. Domestic and fire connections shall be made from the existing 12" PVC water line in Juniper Street per City Standards.
- C. It is the Developers responsibility to connect to sewer and pay the appropriate fees. The Developer will be required to connect to the existing 8" PVC sewer main in Juniper Street per City standards.
- D. Complete V.V.W.R.A.s Wastewater Questionnaire for Commercial / Industrial Establishments and submit to the Engineering Department. Complete the Certification Statement for Photographic and X ray Processing Facilities as required.

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY COMBUSTIBLE PROTECTION. Prior to combustibles being placed on the project site an approved all weather fire apparatus access surface and operable fire hydrants with acceptable fire flow shall be installed. The topcoat of asphalt does not have to be installed until final inspection and occupancy. (F)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY FIRE ACCESS. The development shall have a minimum of TWO points of vehicular access. These are for fire emergency equipment access and for evacuation routes. Single Story Road Access Width. All buildings shall have access provided by approved roads, alleys and private drives with a minimum twenty six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Other recognized standards may be more restrictive by requiring wider access provisions. Multi Story Road Access Width. Buildings three (3) stories in height or more shall have a minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. (F)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY WATER SYSTEM COMMERCIAL. A water system approved by the Fire Department is required. The system shall be operational prior to any combustibles being stored on the site. Fire hydrants shall be spaced no more than six hundred feet (600') apart (as measured along vehicular travel ways) and no more than three hundred feet (300') from any portion of a structure. (F)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY WATER SYSTEM. Prior to any land disturbance, the water systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using California Fire Code. The Fire Flow for this project shall be: 2,000 GPM for a 4 hour duration at 20 psi residual operating pressure. Fire Flow is based on a 37,716 sq.ft. structure. (F)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY PRE-CONSTRUCTION SURVEY. A pre-construction survey for the burrowing owl shall be conducted by a City approved and licensed biologist, no more than 30 days prior to ground disturbance. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY PROTECTED PLANTS. The grading plan shall be consistent with the approved protected plant plan. No clearing or grading shall commence until the site is inspected and approved for clearing. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY DESIGN FOR REQUIRED IMPROVEMENTS. Improvement plans for off-site and on-site improvements shall be consistent with the plans approved as part of this conditional use permit application with the following revisions made to the improvement plans: (E, P)

- A. The trash enclosure shall be relocated out of the minimum 5-foot landscaping buffer along the northern property line as approved by the Planning Division.
- B. The handicapped parking spaces shall be redesigned consistent with current state and federal accessibility regulations as approved by Planning staff.
- C. All 6-foot high decorative fencing within 25 feet of Ninth Avenue and Juniper Street shall be limited to 3 feet in height, unless the fencing is designed as an estate fence composed of a maximum 3-foot solid decorative block wall and 3 feet of wrought iron fencing.
- D. All exterior lighting shall be hooded and directed downward to prevent glare. It shall also be designed to provide a minimum 0.1 foot-candle and a maximum 0.5 foot-candle illumination at the site boundary. The photometric plan shows that the lighting will exceed 0.5 foot-candles along the property line abutting Ninth Avenue. Therefore, a minor adjustment in the on-site lighting shall be made and a revised photometric shall be submitted to the Planning Division evidencing that the lighting standards are met.
- E. A minimum four-foot wide landscaped area and a one-foot sidewalk in addition to the six-inch concrete curb shall be installed at the end of all parking space rows as approved by Planning staff.

CONDITIONS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE

- COMPLETED**
NOT IN COMPLIANCE **COMPLIED BY** CONSTRUCTION WASTE. The developer or builder shall contract with the City's franchised solid waste hauler to provide bins and haul waste from the proposed development. At any time during construction, should services be discontinued, the franchise will notify the City and all building permits will be suspended until service is reestablished. The construction site shall be maintained and all trash and debris contained in a method consistent with the requirements specified in Hesperia Municipal Code Chapter 15.12. All construction debris, including green waste, shall be recycled at Advance Disposal and receipts for solid waste disposal shall be provided prior to final approval of any permit. (B)
- COMPLETED**
NOT IN COMPLIANCE **COMPLIED BY** DEVELOPMENT FEES. The Developer shall pay required development fees as follows:
A. School fees (B)
- COMPLETED**
NOT IN COMPLIANCE **COMPLIED BY** AQMD APPROVAL. The Developer shall provide evidence of acceptance by the Mojave Desert Air Quality Management District. (B)
- COMPLETED**
NOT IN COMPLIANCE **COMPLIED BY** LIGHT AND LANDSCAPE DISTRICT ANNEXATION. Developer shall annex property into the lighting and landscape district administered by the Hesperia Recreation and Parks District. The required forms are available from the Building Division and once completed, shall be submitted to the Building Division. (RPD)
- COMPLETED**
NOT IN COMPLIANCE **COMPLIED BY** FIRE ALARM-AUTO OR MANUAL. A manual, automatic or manual and automatic fire alarm system complying with the California Fire Code, NFPA and all applicable codes is required. The applicant shall hire a Fire Department approved fire alarm contractor. The fire alarm contractor shall submit three (3) sets of detailed plans to the Fire Department for review and approval. The required fees shall be paid at the time of plan submittal. (F)
- COMPLETED**
NOT IN COMPLIANCE **COMPLIED BY** FIRE SPRINKLER NFPA#13. An automatic fire sprinkler system complying with NFPA Pamphlet #13 and the Fire Department standards is required. The applicant shall hire a Fire Department approved fire sprinkler contractor. The fire sprinkler contractor shall submit to the Hesperia Building Department three (3) sets of plans (minimum 1/8" scale) and shall include hydraulic calculations and manufacturer's specification sheets. The contractor shall submit plans showing type of storage and use with the applicable protection system. The required fees shall be paid at the time of plan submittal. (F)
- COMPLETED**
NOT IN COMPLIANCE **COMPLIED BY** (RPD) LANDSCAPE AND IRRIGATION PLANS. The Developer shall submit three sets of landscape and irrigation plans including water budget calculations required application fees and completed landscape packet to the Building Division with the required application fees. Plans shall utilize xeriscape landscaping techniques in conformance with the Landscaping Ordinance. The number size type and configuration of plants approved by the City shall be maintained in accordance with the Development Code. (P RPD)
- COMPLETED**
NOT IN COMPLIANCE **COMPLIED BY** SOLID MASONRY WALL/FENCING. The developer shall submit four sets of masonry wall and masonry wall/wrought iron fencing plans to the Building Division with the required application fees for the required wall along the north and west project boundary and the wall/wrought iron fence around the outdoor pool area. (P)

CONDITIONS REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY

- COMPLETED**
NOT IN COMPLIANCE **COMPLIED BY** DEVELOPMENT FEES. The Developer shall pay required development fees as follows:
A. Development Impact Fees (B)
B. Utility Fees (E)
- COMPLETED**
NOT IN COMPLIANCE **COMPLIED BY** UTILITY CLEARANCE AND C OF O. The Building Division will provide utility clearances on individual buildings after required permits and inspections and after the issuance of a Certificate of Occupancy on each building. Utility meters shall be

permanently labeled. Uses in existing buildings currently served by utilities shall require issuance of a Certificate of Occupancy prior to establishment of the use. (B)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY AS BUILT PLANS. The Developer shall provide as built plans. (E)

COMPLETED
NOT IN COMPLIANCE

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY ELECTRONIC COPIES. The Developer shall provide electronic copies of the approved project in AutoCAD format Version 2007 to the City's Engineering Department. (E)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY FIRE EXTINGUISHERS. Hand portable fire extinguishers are required. The location, type, and cabinet design shall be approved by the Fire Department. (F)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY GATE OVERRIDE SWITCH. Where an automatic electric security gate is used, an approved Fire Department override switch (Knox) is required. All other locking gates obstructing Fire Department Access shall be provided with FD Knox padlocks. (F)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY HYDRANT MARKING. Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. (F)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY KNOX BOX. An approved Fire Department key box is required. (F)

COMPLETED
NOT IN COMPLIANCE

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

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY MASONRY WALLS AND FENCING. The required masonry walls and masonry wall/wrought iron fencing shall be completed in accordance with City standards. (P)

COMPLETED
NOT IN COMPLIANCE

COMPLIED BY ON SITE IMPROVEMENTS. All on site improvements as recorded in these conditions, and as shown on the approved site plan shall be completed in accordance with all applicable Title 16 requirements. The building shall be designed consistent with the design shown upon the approved materials board and color exterior building elevations identified as Exhibit A. Any exceptions shall be approved by the Director of Development Services. (P)

ONGOING CONDITIONS

COMPLETED
IN COMPLIANCE

COMPLIED BY NOISE LIMITATIONS. Noise generated by operational uses, including the outdoor pool area, shall not exceed the limitations of the City's Noise Ordinance. This generally limits noise from the use to a maximum 60 dB(A) from 7am until 10pm and 55 dB(A) between 10pm and 7am at the site boundary. Should staff receive substantiated complaints regarding excessive noise originating from the health club, the operator shall take steps to reduce the noise level consistent with the Noise Ordinance. (P)

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

- (B) Building Division 947-1300
- (E) Engineering Division 947-1476
- (F) Fire Prevention Division 947-1603
- (P) Planning Division 947-1200
- (RPD) Hesperia Recreation and Park District 244-5488



**CITY OF HESPERIA
DEVELOPMENT REVIEW COMMITTEE**

**City Hall Joshua Room
9700 Seventh Avenue
Hesperia, CA 92345
BEGINNING AT 10:00 A.M.
WEDNESDAY, July 29, 2015**

A. PROPOSALS:

1. TMS CONSORTIUM (SPR14-00008) (Continued from July 15, 2015)

Proposal: To construct a 23-unit affordable multi-family residential development.

Location: West side of H Avenue 90 feet north of Sultana Street (APN: 0410-192-56 & 61)

Planner: Stan Liudahl

2. MICHAEL GALLAGHER (TPM15-00003)

Proposal: To create 5 lots and a remainder on 50 acres within the Neighborhood Commercial (NC) zone, TPM-19574.

Location: South side of Rancho Road, approximately 400 feet east of Interstate 15 (APN: 0357-561-65 & 66)

Planner: Stan Liudahl

3. B.E.S.T. OPPORTUNITIES INC (CUPR15-00002)

Proposal: To establish a 12,446 square foot adult development center within an existing 18,846 square foot industrial park.

Location: 12269 Scarborough Court (APN: 0415-132-03)

Planner: Stan Liudahl



**CITY OF HESPERIA
DEVELOPMENT REVIEW COMMITTEE**

**City Hall Joshua Room
9700 Seventh Avenue
Hesperia, CA 92345
BEGINNING AT 10:00 A.M.
WEDNESDAY, August 12, 2015**

A. PROPOSALS:

1. R&R DEVELOPMENT CO. (CUP15-00004)

Proposal: To allow a 37,716 square foot health and fitness club (In-Shape) with an outdoor aquatic facility.

Location: Northwest corner of Juniper Street and Ninth Avenue (APN: 0407-261-03, 04, & 20)

Planner: Stan Liudahl

2. CHARLIE'S AUTOMOTIVE REPAIR (CUPR15-00003)

Proposal: To establish a vehicle repair and U-Haul rental business.

Location: 16717 Spruce Street (APN: 0410-151-14)

Planner: Daniel Alcayaga

3. QUICKFIX INVESTMENTS LLC (TTE15-00001)

Proposal: A first extension of time for TT-17352, to create 64 single-family residential lots.

Location: Willow Street, west of 9th Avenue (APN: 0407-111-01 through 03 and 0407-121-02 & 05)

Planner: Daniel Alcayaga



**CITY OF HESPERIA
DEVELOPMENT REVIEW COMMITTEE**

**City Hall Joshua Room
9700 Seventh Avenue
Hesperia, CA 92345
BEGINNING AT 10:00 A.M.
WEDNESDAY, August 26, 2015**

A. PROPOSALS:

1. LIGHTHOUSE WORLD OUTREACH (SPRR15-00006)

Proposal: To establish a 4-classroom, 4,800 square foot Christian high school (grades 9 thru 12) and K thru 8 on an appointment only basis within an existing 10,000 square foot building.

Location: 11083 Hesperia Road (APN: 0415-132-03)

Planner: Daniel Alcayaga

2. DOUG BROWNE (SPRE15-00004)

Proposal: A fourth extension of time, to construct a two-story, 21,047 square foot medical office building.

Location: South side of Main Street, approximately 380 feet west of Ninth Avenue (APN: 0413-111-45)

Planner: Stan Liudahl

3. DESERT BARN BREWERY (CUPR15-00004)

Proposal: To allow temporary food facilities in conjunction with Desert Barn Brewery.

Location: 11352 Hesperia Rd. (APN: 0415-081-41)

Planner: Daniel Alcayaga