



TOWN OF PARADISE

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Planning Commission Staff:

Craig Baker, Community Development Director

Susan Hartman, Assistant Planner

Planning Commission Members:

Michael Zuccolillo, Chair

Stephanie Neumann, Vice Chair

James Clarkson, Commissioner

Martin Nichols, Commissioner

Daniel Wentland, Commissioner

PLANNING COMMISSION AGENDA

SPECIAL MEETING 6:00 PM – December 22, 2014

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact Community Development Director Baker, at 872-6291 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Presiding Clerk. Members of the public may address the Planning Commission on any agenda item, including closed session. If you wish to address the Planning Commission on any matter on the Agenda, it is requested that you complete a "Request to Address Council/Commission" card and give it to the Presiding Clerk prior to the beginning of the Council Meeting. All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Planning Commission within 72 hours of a Regular Meeting will be available for public inspection at the Town Hall in the Town Clerk or Community Development Services Department located at 5555 Skyway, Room 3, at the time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ROLL CALL

1. OTHER BUSINESS

- 1a. Consider Adopting a Motion Recommending Town Council Approval of a Development Agreement Granting a Density Bonus for a Proposed Multiple-Family Development Project located at 4758 Skyway. The property is currently developed with the Carousel Motel.

2. ADJOURNMENT

STATE OF CALIFORNIA)	SS.
COUNTY OF BUTTE)	
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	
<hr/>	
TOWN/ASSISTANT TOWN CLERK SIGNATURE	

M E M O R A N D U M

1(a)

TO: Paradise Planning Commission

FROM: Craig Baker, Community Development Director

SUBJECT: Consider Adopting a Motion Recommending Town Council Approval of a Development Agreement Granting a Density Bonus for a Proposed Multiple-Family Development Project

DATE: December 17, 2014

BACKGROUND:

Paradise Municipal Code Chapter 17.44 contains provisions for granting an increase in residential density limitations for multiple family projects in exchange for a developer agreeing to provide a certain percentage of affordable housing units. Pursuant to PMC Chapter 17.44 and California Government Code section 65915, the Town of Paradise recently received a residential density bonus application from Mr. Tyler Edwards for property located at 4758 Skyway. The property is currently developed with the Carousel Motel. Mr. Edwards' application proposes to rehabilitate the property and convert the sixteen room motel into sixteen residential apartment units. Pursuant to the proposed terms of the attached development agreement drafted by Town Attorney Dwight Moore, Mr. Edwards would be required to designate three of the residential apartment units as "affordable units" for an initial period of not less than thirty years. These units would be reserved for low income tenants with incomes at or below 60% of the median household income for Butte County.

The 1.14 acre project site property is situated within the Community Commercial (CC) zoning district, which allows a residential density of up to ten dwelling units per acre. Therefore, based upon the zoning regulations assigned to the site in the absence of a residential density bonus, the site could be developed with up to eleven dwelling units. If the proposed development agreement is executed by the Town and Mr. Edwards and recorded, five additional apartment units would be permitted to be established, three of which would be designated as affordable units.

DISCUSSION:

For years, the Carousel Motel has been the source of numerous local law enforcement calls for service and significant building code violations. As a result of these chronic problems associated with the property, the Town of Paradise recently facilitated a transfer of the title to the motel to a third party through a health and safety receivership.

A health and safety receivership is a legal process through which title to a piece of real property is temporarily taken from the owner and placed with a third party court-appointed officer – the receiver. Typically, the local jurisdiction authorizes the filing of a lawsuit against the owner to initiate the process. The Receiver, under the supervision and direction of the California Superior Court, immediately borrows money against the property to correct the health and safety problems and bring the property into compliance with local/State codes. Receiverships are used primarily for severely substandard properties where the owner has a history of non-compliance with local enforcement agency orders to abate, or where emergency circumstances are discovered which pose immediate threats to health and safety. A Health and Safety Receivership virtually eliminates substandard properties at no expense to the referring agency. Mr. Edwards is currently in escrow to purchase the property from the court-appointed receiver and rehabilitate the property.

Rehabilitation and conversion of the motel to apartment units would be beneficial to the Town in that an undesirable land use would be eliminated and the establishment of sixteen apartment units, some of which would be designated as affordable units, would promote policies contained within the Housing Element of the Paradise General Plan.

PLANNING COMMISSION ACTION REQUESTED:

Please be prepared to discuss the proposed development agreement. At the conclusion of the discussion and receipt of any public testimony, staff recommends that the Planning Commission adopt a motion via roll call vote recommending Town Council approval of the proposed development agreement granting a residential density bonus for property located at 4758 Skyway in Paradise. Town Attorney Dwight Moore will be in attendance at the meeting to assist the Planning Commission if necessary.

Attachments

LIST OF ATTACHMENTS

1. Written request for a residential density bonus submitted by Mr. Tyler Edwards on December 9, 2014
2. Proposed development agreement to grant a density bonus for property located at 4758 Skyway in Paradise.

12-7-2014

Dear Town of Paradise,

My name is Tyler Edwards and I am currently in the process of purchasing 4758 Skyway. Currently known as the Carrousel Motel. Currently there are 16 Motel rooms and a 2 bedroom living quarters for the Motel Manager. After doing a study on the area of Paradise. I believe that there is not much of a need for another Motel. However I do feel that there is a need smaller housing units for people who may be on a fixed income, mostly people who are 55 years of age or older.

I would like to propose to the Town of Paradise the project of taking the current abandoned Motel and converting it into a combination of 16- 2 bedroom and studio unit apartments.

I believe that this renovation project will bring additional living for the people of Paradise and improve the visible appearance of this property.

Thank you,

Tyler Edwards
(530) 403-9830
TylerEdwardsInc@gmail.com



RECORDING REQUESTED BY
AND AFTER RECORDATION
MAIL TO:

Town of Paradise
5555 Skyway
Paradise, CA 95969

Attn: Town Clerk

FOR RECORDER'S USE ONLY

(The recordation of this document is not subject to recording fees pursuant to
California Government Code Section 27383)

DENSITY BONUS AGREEMENT CONTAINING
AFFORDABLE HOUSING COVENANT

This Affordable Housing Covenant is made on _____, 2014, between the TOWN OF PARADISE ("Town"), acting to carry out the obligations under the density bonus provisions of California Government Code section 65915 and Paradise Municipal Code Chapter 17.44 relating to an affordable housing project for the Town of Paradise and Tyler Edwards, Inc. ("Owner"), with respect to that certain parcel of real property (the "Site") legally described on Exhibit A. The Town and the Owner agree that the Site shall be subject to the conditions, restrictions, reservations and rights of Town specified below:

1. USE OF THE SITE. The Owner hereby covenants and agrees, for itself, its lessees, successors and assigns, as follows:

A. Development. The Site will be developed with 16 rehabilitated residential apartment units and one resident manager unit with three units that will be affordable apartment units ("Affordable Units"), along with appurtenant parking and landscaping improvements (the "Project").

B. Rent and Income Restrictions. Based on Health and Safety Code section 65915, three Affordable Units of the Project shall be leased to households with incomes at or below 60% of Median Income adjusted by actual household size at rents that do not exceed 30% of 60% of the Median Income adjusted by household size, less a utility allowance.

C. Reporting Requirements. Annual reports and annual income recertifications shall be submitted by the owner to the Town. The reports, at a minimum, shall include:

- (1) The number of persons per unit
- (2) Tenant name
- (3) Initial occupancy date
- (4) Rent paid per month
- (5) Gross income per year
- (6) Percent of rent paid in relation to income.

Annual income recertifications shall also contain those documents used to certify eligibility. Town may, from time to time during the term of this Covenant, request additional or different information and Owner shall promptly supply such information in the reports required hereunder. Owner shall maintain all necessary books and records, including property, personal and financial records, in accordance with requirements prescribed by Town with respect to all matters covered by this Covenant. Owner, at such time and in such forms as Town may require, shall furnish to Town statements, records, reports, data and information pertaining to matters covered by this Covenant. Upon request for examination by Town, Owner, at any time during normal business hours, shall make available all of its records with respect to all matters covered by this Covenant. Owner shall permit Town to audit, examine and make excerpts or transcripts from these records.

2. MAINTENANCE. The Owner and all successors in interest, agree that they shall maintain the improvements and landscaping on the Site in a clean and orderly condition and in good condition and repair and keep the Site free from accumulation of debris and waste materials.

3. TRANSFER NOTICE. The Owner shall notify Town of any sale, transfer, convey, encumber, assign or lease of the whole or any part of the Site at least ninety (90) days prior to any proposed transfer.

4. NO DISCRIMINATION. The Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual preference, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Owner itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Site.

5. NONDISCRIMINATION AND NONSEGREGATION CLAUSES. All deeds, leases or contracts made relative to the Site, the improvements thereon or any part thereof, shall contain or be subject to substantially the following nondiscrimination and nonsegregation clauses:

A. **In deeds:** The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual preference, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

B. **In leases:** The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual preference, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

C. **In contracts:** There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual preference, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land.

6. **NO IMPAIRMENT OF LIEN.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Owner to the Site shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. **DURATION.** The covenants contained in paragraphs 1, 2 and 3 of this Covenant shall be deemed to run with the land and shall remain in effect for a period of not less than thirty (30) years from the date of recordation of this Covenant. The covenants

against discrimination contained in paragraphs 5 and 6 of this Covenant shall be deemed to run with the land.

8. SUCCESSORS AND ASSIGNS. The covenants contained in this Covenant shall be binding for the benefit of the Town and its respective successors and assigns and any successor in interest to the Site or any part thereof, and such covenants shall run in favor of the Town and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Town is or remains an owner of any land or interest therein to which such covenants relate. The Town, and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Covenant shall be for the benefit of and shall be enforceable only by the Town, and its respective successors and such aforementioned parties.

9. SUBORDINATION. Upon written request by Owner, Town shall agree that the terms and conditions of this Covenant shall be subject to and subordinate to the terms and conditions of financing obtained by Owner, through a lender acceptable to the Town (the "Lender") and upon terms and conditions reasonably approved by the Town (including without limitation the conditions set forth in Health and Safety Code Section 33334.14), to be secured by a mortgage against the Site.

IN WITNESS WHEREOF, the Town and Owner have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, as of _____.

TOWN OF PARADISE

By: _____
Lauren M. Gill, Town Manager

OWNER

By: _____
Tyler Edwards, Inc.

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

