



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, JULY 12, 2016 - 6:30 P.M.

As a courtesy to those in attendance, the City of Stanton respectfully requests that all cell phones, pagers and/or electronic devices be turned off or placed on silent mode while the meeting is in session. Thank you for your cooperation.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, CONTACT THE CITY CLERK AT (714) 379-9222. NOTIFICATION BY 9:00 A.M. ON MONDAY, JULY 11, 2016 WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

Supporting, descriptive documentation for agenda items, including staff reports, is available for review in the City Clerk's Office and on the City web site at www.ci.stanton.ca.us.

1. **CLOSED SESSION** **None.**
2. **CALL TO ORDER REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL** Council/Agency/Authority Member Ethans
Council/Agency/Authority Member Ramirez
Council/Agency/Authority Member Shawver
Mayor Pro Tem/Vice Chairman Warren
Mayor/Chairman Donahue

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Any writings or documents provided to a majority of the City Council/Successor Agency/Stanton Housing Authority regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 7800 Katella Avenue, Stanton CA, during normal business hours.

5. SPECIAL PRESENTATIONS AND AWARDS

- 5A. Presentation of Certificate of Recognition honoring Doggie Stylin Grooming as Business of the Month for the month of July 2016.
- 5B. Presentation of Certificate of Recognition honoring Paula Soto as Volunteer of the Month for the month of July 2016.
- 5C. Presentation of Proclamation declaring the month of July 2016 as Park and Recreation Month in the City of Stanton.
- 5D. Presentation by Ms. Heather Stratman and Mr. Al Murray, Association of California Cities-Orange County (ACCOC), sharing their mission with the City Council and providing information on their current operations.

6. CONSENT CALENDAR

All items on the Consent Calendar may be acted on simultaneously, unless a Council/Board Member requests separate discussion and/or action.

CONSENT CALENDAR

- 6A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED**

RECOMMENDED ACTION:

City Council/Agency Board/Authority Board waive reading of Ordinances and Resolutions.

- 6B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated June 23 and June 29, 2016, in the amount of \$1,391,553.17.

6C. APPROVAL OF MINUTES

City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – June 28, 2016.

6D. APPROVAL OF RESOLUTION NO. 2016-33 APPROVING A CONTRACT AMENDMENT WITH COASTLINE ADVERTISING CORPORATION REGARDING BUS SHELTERS AND BUS FACILITIES

Coastline Advertising Corporation maintains the City's bus stops and shelters through a franchise agreement. Staff has identified that many of the bus shelters along Beach Boulevard are dilapidated and not lit at night and have asked for a plan to replace these shelters. A conceptual plan has been developed by staff and Coastline Advertising Corporation, which was presented to the City Council for consideration on April 26, 2016. The City Council approved the changes and asked that a formal amendment to the franchise agreement be brought back to the City Council.

RECOMMENDED ACTION:

1. City Council declare that in accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15301(c); and
2. Approve Resolution No. 2016-33 approving a contract amendment with Coastline Advertising Corporation regarding bus shelters and bus facilities; and
3. Approve Budget Adjustment No. 2017-01 establishing the budget for the shelter and facilities in the Air Quality Improvement Fund.

6E. CMFA OPEN PACE RENEWABLE ENERGY AND ENERGY EFFICIENCY FUNDING PROGRAMS

Adopt Resolution No. 2016-34, consenting to the inclusion of properties within the territory of the City of Stanton (the "City") in the CMFA Open PACE Program; authorizing the CMFA to accept applications from property owners; conduct contractual assessment proceedings and levy contractual assessments within the City of Stanton; authorizing the City to Join CMFA; and authorizing related actions.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(4) - the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Adopt Resolution No. 2016-34 authorizing the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City and authorizing related actions; authorizing the City Manager or designee thereof to execute the Joint Exercise of Powers Agreement to join CMFA; and authorizing the City Manager or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS

7A. PROPOSED OPTIONS TO AMEND THE CITY'S ZONING CODE TO ESTABLISH NEW REGULATIONS RELATING TO POLITICAL SIGNS AND TEMPORARY NONCOMMERCIAL SIGNS

Based on Council comments at the June 28, 2016 meeting, staff prepared several Zoning Code amendments for the Council to consider regarding temporary noncommercial signage. As background, the Council previously directed staff to amend the City's sign ordinances to comply with a 2015 United States Supreme Court ruling. This staff report proposes options on how the City's sign ordinances may be revised to comply with that case. Options include striking out the City's political sign ordinances and leaving the remainder of the Sign Code intact, or allowing a certain number of temporary noncommercial signs to be displayed on private property during an election period based on the lineal footage of a parcel's street frontage.

Staff seeks direction from the Council on which option, discussed below, the Council would like to see codified. Upon receiving direction, staff will bring back an ordinance for the Council's consideration.

RECOMMENDED ACTION:

1. City Council conduct a public hearing and consider options on Zoning Code amendments relating to political signs and temporary noncommercial signs; and
2. Direct staff to bring back a draft Ordinance for the Council's consideration at a future City Council meeting, with guidance on the Ordinance's substance and continue the item to a date certain.

8. UNFINISHED BUSINESS

8A. APPROVAL OF ORDINANCE NO. 1053

This Ordinance was introduced at the regular City Council meeting of June 28, 2016.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1053, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.230.060 OF THE STANTON MUNICIPAL CODE RELATING TO MAXIMUM BUILDING PROJECTIONS ON STOREFRONT BUILDING FRONTAGES IN THE MIXED-USE OVERLAY ZONES (AZC15-03)”;
and

2. City Council find that the California Environmental Quality Act have been satisfied in that the City Council approved and adopted an Initial Study, Mitigated Negative Declaration (IS/MND), and Mitigation Monitoring and Reporting Program for the Project, including the Amendment to the Zoning Code, in Resolution No. 2016-24; and
3. Adopt Ordinance No. 1053.

ROLL CALL VOTE: Council Member Ethans
Council Member Ramirez
Council Member Shawver
Mayor Pro Tem Warren
Mayor Donahue

8B. APPROVAL OF ORDINANCE NO. 1054

This Ordinance was introduced at the regular City Council meeting of June 28, 2016.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1054, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND STANTON ASSISTED LIVING, LLC FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.”; and

2. City Council find that an Initial Study and Notice of Intent to adopt a Mitigated Negative Declaration were prepared based on the information received from the applicant as part of the application submittal and in accordance with State CEQA Guidelines section 15071, commencing the environmental review process and preparation of a Mitigated Negative Declaration; and
3. Adopt Ordinance No. 1054.

ROLL CALL VOTE: Council Member Ethans
Council Member Ramirez
Council Member Shawver
Mayor Pro Tem Warren
Mayor Donahue

- 9. NEW BUSINESS None.**

10. ORAL COMMUNICATIONS - PUBLIC

At this time members of the public may address the City Council/Successor Agency/Stanton Housing Authority regarding any items within the subject matter jurisdiction of the City Council/Successor Agency/Stanton Housing Authority, provided that NO action may be taken on non-agenda items.

- Members of the public wishing to address the Council/Agency/Authority during Oral Communications-Public or on a particular item are requested to fill out a REQUEST TO SPEAK form and submit it to the City Clerk. Request to speak forms must be turned in prior to Oral Communications-Public.
- When the Mayor/Chairman calls you to the microphone, please state your Name, slowly and clearly, for the record. A speaker's comments shall be limited to a three (3) minute aggregate time period on Oral Communications and Agenda Items. Speakers are then to return to their seats and no further comments will be permitted.
- Remarks from those seated or standing in the back of chambers will not be permitted. All those wishing to speak including Council/Agency/Authority and Staff need to be recognized by the Mayor/Chairman before speaking.

11. WRITTEN COMMUNICATIONS None.

12. MAYOR/CHAIRMAN COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS

12A. COMMITTEE REPORTS/ COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

At this time Council/Agency/Authority Members may report on items not specifically described on the agenda which are of interest to the community provided no discussion or action may be taken except to provide staff direction to report back or to place the item on a future agenda.

12B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING

At this time Council/Agency/Authority Members may place an item on a future agenda.

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Any writings or documents provided to a majority of the City Council/Successor Agency/Stanton Housing Authority regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 7800 Katella Avenue, Stanton CA, during normal business hours.

12C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

At this time Council/Agency/Authority Members may place an item on a future study session agenda.

Currently Scheduled:

- None.

13. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

14A. ORANGE COUNTY FIRE AUTHORITY

At this time the Orange County Fire Authority will provide the City Council with an update on their current operations.

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 6th day of July, 2016.



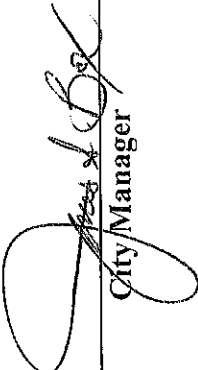
Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

June 23, 2016	\$1,270,611.34
June 29, 2016	\$120,941.83


\$1,391,553.17

Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.



City Manager

Demands listed on the attached registers are accurate and funds are available for payment thereof.



Administrative Services Director

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MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING JUNE 28, 2016

1. **CLOSED SESSION** None.
2. **CALL TO ORDER CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**

The meetings were called to order at 6:30 p.m. by Mayor Pro Tem/Vice Chairperson Warren.

3. **PLEDGE OF ALLEGIANCE**

Led by Connor Duckworth, Business License Specialist.

4. **ROLL CALL**

Present: Council/Agency/Authority Member Ethans, Council/Agency/Authority Member Ramirez, Council/Agency/Authority Member Shawver, and Mayor Pro Tem/Vice Chairperson Warren.

Absent: None.

Excused: Mayor/Chairman Donahue.

5. **SPECIAL PRESENTATIONS AND AWARDS** None.

6. **CONSENT CALENDAR**

Motion/Second: Ethans/Ramirez

Motion unanimously carried by the following vote:

AYES: 4 (Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

The City Council/Agency Board/Authority Board approved the following Consent Calendar items:

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CONSENT CALENDAR

6A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED

The City Council/Agency Board/Authority Board waived reading of Ordinances and Resolutions.

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated June 9, June 16, and June 20, 2016, in the amount of \$1,179,910.63.

6C. APPROVAL OF MINUTES

The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – June 14, 2016.

6D. MAY 2016 INVESTMENT REPORT

The Investment Report as of May 31, 2016 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of May 2016.

6E. MAY 2016 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of May 31, 2016 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of May 2016.

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6F. AGREEMENT WITH MAJOR LEAGUE SOFTBALL TO OFFER A FULL SERVICE REVENUE GENERATING ADULT SOFTBALL PROGRAM

This item is before City Council to consider entering into an agreement with the Major League Softball to offer a full service adult softball program in the City of Stanton.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approved the agreement between Major League Softball, Inc. and the City of Stanton, to offer a full service adult softball program.

6G. YGRENE AND OPENPACE RENEWABLE ENERGY AND ENERGY EFFICIENCY FUNDING PROGRAMS

Adopt Resolutions 2016-27, 2016-28, and 2016-29, consenting to the inclusion of Properties within the City's Jurisdiction in the Statewide Community Development Authority (CSCDA) and the California Municipal Funding Authority (CMFA) to allow property owners to participate in these agencies funding programs for energy efficiency, renewable energy, water conservation and seismic strengthening projects.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopted Resolution Nos. 2016-27 and 2016-28 approving an Amendment to the CMFA Joint Powers Agreement to add the City of Stanton as member in order to authorize the City's participation in the Ygrene Program; and
3. Adopted Resolution No. 2016-29 approving an Amendment to the CSCDA Joint Powers Agreement to add the City of Stanton as member in order to authorize the City's participation in the Open PACE Program.

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6H. FY 2016-17 INVESTMENT POLICY

The Investment Policy for the City of Stanton provides guidelines for the prudent investment of City funds and outlines the procedures for efficient cash management. This policy is updated annually to incorporate any needed provisions or amendments necessitated by changes in state law or City investment philosophy, after which it is reviewed by the City Council. The current update adds a permitted investment, adds a prohibited investment, adds definitions to the glossary and makes other minor changes from the FY 2015-16 policy adopted in June 2015.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved the FY 2016-17 Investment Policy as presented.

6I. CITY MANAGER CONTRACT

On September 6, 2012, the City of Stanton and James A. Box entered into an Employment Agreement for the services of City Manager. This is the second amendment to that agreement.

The City Council authorized the Mayor to approve the City Manager, Second Amendment to Employment Agreement.

6J. APPROVAL OF AGREEMENT C-1-2861, AMENDMENT #1 AND THE AGENCY SERVICE PLAN WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY

In order to continue van transportation for the City's Senior Citizen nutrition program participants, it is necessary to approve Agreement No. C-1-2861, Amendment #1 and the revised Agency Service Plan with the Orange County Transportation Authority (OCTA). The agreement will provide the City with funding for the Senior Nutrition Transportation Program. This in-house program will provide Van Transportation Service to and from the Congregate Senior Meal Program four days a week.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approved Agreement C-1-2861, Amendment #1 and the revised Agency Service Plan between the Orange County Transportation Authority (OCTA) and the City of Stanton to provide van transportation funds for the Senior Nutrition Transportation Program; and

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3. Authorized the City Manager to execute agreements on the City's behalf.

END OF CONSENT CALENDAR

At the request of city staff, Unfinished Business Item 8A was heard out of order.

8A. DISCUSSION ON PARKING SOLUTIONS AND PERMIT PARKING

During the April 12, 2016 City Council meeting, Council member Warren requested staff to develop potential solutions to the parking problems observed throughout the City. This report provides an update on staff's efforts to date, and requests Council's direction for next steps.

Staff report by Ms. Kelly Hart, Community Development Director.

Motion/Second: Shawver/Ethans

Motion unanimously carried by the following vote:

AYES: 4 (Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

1. The City Council declared that the project is not subject to the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Directed staff to move forward with Option 1: Cerritos and Flower to develop a temporary/testing arrangement for use of the lot for parking purposes; and
3. Directed staff to establish contact with the Orange County Transportation Authority to begin negotiations for the properties located at Option 3: Western and Pacific and Option 4: Western and Pacific to develop a temporary/testing arrangement for use of each lot for parking purposes; and
4. Directed staff to proceed with cost recovery (leasing) solutions, red curbing analysis, and use of private properties; and
5. Directed staff to move forward with a permit parking moratorium.

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7. PUBLIC HEARINGS

7A. AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 36937, TEMPORARILY PROHIBITING THE ESTABLISHMENT OF ANY AREA OF PERMIT PARKING PENDING STUDY AND ADOPTION OF REGULATORY STANDARDS

This ordinance proposes a moratorium on the establishment of new permit parking areas so that staff may study and propose new regulatory standards. The City needs to evaluate permit parking due to immediate health, safety, and welfare issues; requests for permit parking are often prompted by residents' complaints of overflow parking, which allegedly results in excessive litter, vehicle break-ins, thefts, and other crime. Moreover, in April 2016, the California Attorney General issued an opinion on the application of the Vehicle Code to permit parking. The proposed moratorium would also allow staff time to study the implications of the opinion and draft new regulations and guidelines to be in compliance with the opinion.

Staff report by Ms. Kelly Hart, Community Development Director.

The public hearing was opened.

No one appearing to speak, the public hearing was closed.

Motion/Second: Ramirez/Ethans

ROLL CALL VOTE:	Council Member Ethans	AYE
	Council Member Ramirez	AYE
	Council Member Shawver	AYE
	Mayor Pro Tem Warren	AYE
	Mayor Donahue	EXCUSED

Motion unanimously carried:

1. The City Council conducted a public hearing; and
2. Declared that the project is not subject to the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Moreover, this Ordinance is statutorily exempt from further CEQA review under Section 15262 (feasibility and planning studies); and
3. Adopted Interim Urgency Ordinance No. 1055, entitled:

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“AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 36937, TEMPORARILY PROHIBITING THE ESTABLISHMENT OF ANY AREA OF PERMIT PARKING PENDING STUDY AND ADOPTION OF REGULATORY STANDARDS”.

7B. ORDINANCE TO AMEND THE ZONING CODE TO ESTABLISH NEW REGULATIONS RELATING TO POLITICAL SIGNS AND TEMPORARY NONCOMMERCIAL SIGNS

Based on Council comments at the June 14, 2016 Council meeting, staff has prepared a revised ordinance to amend the Zoning Code to, among other things, provide residents with opportunities to display temporary noncommercial signs year-round and to further regulate temporary noncommercial signs during election periods. Moreover, staff has removed regulations that relate to certain signs, such as political, religious, and ideological signs to comply with a 2015 United States Supreme Court ruling on sign ordinances.

Staff report by Ms. Kelly Hart, Community Development Director.

The public hearing was opened.

- Mr. Allen Othman, Business Owner, spoke regarding his concern with signs being placed on his properties without his permission.

No one else appearing to speak, the public hearing was closed.

The public hearing was re-opened.

- Mr. Nicholas Dibs, spoke regarding his concern regarding political signage being in the same category as business signage.

No one else appearing to speak, the public hearing was closed.

Motion/Second: Shawver/Ramirez

Motion unanimously carried by the following vote:

AYES: 4 (Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

The City Council directed staff to amend the sign code as presented and to bring the amended sign code back to the City Council for consideration on July 12, 2016.

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7C. CITYWIDE USER FEES AND CHARGES STUDY

The Administrative Services Department has prepared a citywide user fee study to update all city fees to provide cost recovery.

Staff report by Mr. Connor Duckworth, Business License Specialist.

The public hearing was opened.

No one appearing to speak, the public hearing was closed.

Motion/Second: Shawver/Ethans

ROLL CALL VOTE:	Council Member Ethans	AYE
	Council Member Ramirez	AYE
	Council Member Shawver	AYE
	Mayor Pro Tem Warren	AYE
	Mayor Donahue	EXCUSED

Motion unanimously carried:

1. The City Council finds that these items are not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. Held a public hearing for comment and discussion regarding the adoption of the revision to the fees and charges for City services; and
3. Adopted Resolution No. 2016-23 approving the Revision to the Fees and Charges for City Services, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REVISING THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES".

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7D. PUBLIC HEARING TO CONSIDER MITIGATED NEGATIVE DECLARATION, PRECISE PLAN OF DEVELOPMENT PPD-766, VARIANCE V14-01, AMENDMENT TO THE ZONING CODE AZC15-03, AND DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF A FIVE-STORY MIXED USE DEVELOPMENT WITH THE COMMERCIAL COMPONENT INCLUDING A RESTAURANT, OUTPATIENT CLINIC, AND PARKING ON THE FIRST TWO FLOORS, AND THE RESIDENTIAL COMPONENT CONSISTING OF A 66 ROOM/120 BED ASSISTED LIVING FACILITY ON THE TOP THREE FLOORS FOR THE PROPERTY LOCATED AT 12282 BEACH BLVD. IN THE SOUTH GATEWAY MIXED-USE OVERLAY ZONE

A public hearing to consider a five-story mixed-use development including commercial uses on the first floor, a two-story parking garage, and an assisted living facility on the top three floors of the structure for the property located at 12282 Beach Blvd. in the SGMX (South Gateway Mixed Use Overlay) zone. Under consideration is a mitigated negative declaration, Precise Plan of Development PPD-766, an ordinance to amend the zoning code, Variance V14-01, and an ordinance to consider a Development Agreement.

Staff report by Ms. Kelly Hart, Community Development Director.

The public hearing was opened.

- Dr. Robert Covert, Stanton, spoke regarding his concern with the current parking situation and how this project might affect parking in the area in the future and also spoke regarding his content with the project as presented.
- Elva Covert, Stanton, spoke regarding her enthusiasm with the project as presented and stated that she feels that this project will be a great improvement for their neighborhood.

No one else appearing to speak, the public hearing was closed.

Motion/Second: Shawver/Ethans

ROLL CALL VOTE:	Council Member Ethans	AYE
	Council Member Ramirez	AYE
	Council Member Shawver	AYE
	Mayor Pro Tem Warren	AYE
	Mayor Donahue	EXCUSED

Motion unanimously carried:

1. The City Council conducted a public hearing; and

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2. Adopted Resolution No. 2016-24 adopting a Mitigated Negative Declaration in compliance with CEQA, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ADOPTING A MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE DEVELOPMENT OF A FIVE-STORY MIXED-USE DEVELOPMENT PROJECT LOCATED AT 12282 BEACH BLVD. (APNs: 131-483-01, 02 & 03)”; and

3. Adopted Resolution No. 2016-25 approving Variance V14-01, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING VARIANCE V14-01 TO ALLOW FOR A VARIANCE FROM THE ZONING REQUIREMENT FOR MINIMUM LOT SIZE IN THE SOUTH GATEWAY MIXED-USE OVERLAY TO ALLOW FOR THE DEVELOPMENT OF A MIXED-USE PROJECT ON A PROPERTY 49,400 SQUARE FEET IN SIZE LOCATED AT 12282 BEACH BLVD. IN THE SGMX (SOUTH GATEWAY MIXED USE) OVERLAY ZONE”; and

4. Adopted Resolution No. 2016-26 approving Precise Plan of Development PPD-766, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING PRECISE PLAN OF DEVELOPMENT PPD-766 FOR THE CONSTRUCTION OF FIVE-STORY MIXED USE BUILDING, INCLUDING A TWO-STORY PARKING GARAGE, PUBLIC PLAZA, AND ROOF TOP TERRACES FOR THE PROPERTY LOCATED AT 12282 BEACH BLVD. IN THE SGMX (SOUTH GATEWAY MIXED USE) OVERLAY ZONE”; and

5. Introduced Ordinance No. 1053, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.230.060 OF THE STANTON MUNICIPAL CODE RELATING TO MAXIMUM BUILDING PROJECTIONS ON STOREFRONT BUILDING FRONTAGES IN THE MIXED-USE OVERLAY ZONES (AZC15-03)”; and

6. Set Ordinance No. 1053 for adoption at the regular City Council meeting on July 12, 2016; and
7. Introduced Ordinance No. 1054, entitled:

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“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND STANTON ASSISTED LIVING, LLC FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ”; and

8. Set Ordinance No. 1054 for adoption at the regular City Council meeting on July 12, 2016.

8. UNFINISHED BUSINESS

8A. DISCUSSION ON PARKING SOLUTIONS AND PERMIT PARKING

At the request of city staff, Unfinished Business Item 8A was heard out of order.

8B. APPROVAL OF ORDINANCE NO. 1052

This Ordinance was introduced at the regular City Council meeting of June 14, 2016.

Staff report by Ms. Patricia A. Vazquez, City Clerk.

Motion/Second: Ethans/Ramirez

ROLL CALL VOTE:	Council Member Ethans	AYE
	Council Member Ramirez	AYE
	Council Member Shawver	AYE
	Mayor Pro Tem Warren	AYE
	Mayor Donahue	EXCUSED

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1052, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING A USER FEE UNIT RATE FOR SEWER SERVICES”; and

2. The City Council finds that this Ordinance is exempt from CEQA review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273 because the sewer service fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the water and sewer systems and will not result in the expansion of the sewer system; and
3. Adopted Ordinance No. 1052.

DRAFT

9. NEW BUSINESS

9A. FY 2016-2017 BUDGET ADOPTION FOR THE CITY OF STANTON AND STANTON HOUSING AUTHORITY

The City Council and Stanton Housing Authority adopt the second year of the biannual budget every other year. On June 23, 2015, the City Council approved the Fiscal Year 2015-2017 Operating and Capital Budget. This current budget increases the General Fund appropriations from that budget by an additional \$596,528 due primarily to increased safety costs.

General Fund revenues for FY 2016/17 are budgeted at \$19,462,437 with appropriations of \$19,764,611. Net transfers in of \$508,800 result in a net increase of \$206,626. When including this year's Redevelopment Agency loan repayment of \$1,178,257, the budgeted surplus to the General Fund Uncommitted Fund Balance (reserves) is \$1,384,883..

Motion/Second: Shawver/Ramirez

Motion unanimously carried by the following vote:

AYES: 4 (Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: 1 (Donahue)

1. The City Council adopted Resolution No. 2016-30 adopting the Fiscal Year 2016-2017 Operating and Capital Budget, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR 2016-17"; and

2. The City Council adopted Resolution No. 2016-31 establishing the Appropriations Limit for Fiscal Year 2016-17, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2016-17"; and

3. The Stanton Housing Authority adopted Resolution No. SHA 2016-02 adopting the Fiscal Year 2016-2017 Housing Authority Budget, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR 2016-17"; and

DRAFT

4. The City Council adopted Resolution No. 2016-32 authorizing the City Treasurer safekeeping and investment authority, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE CITY TREASURER TO DEPOSIT FUNDS FOR SAFEKEEPING AND INVESTMENT AND AUTHORIZING WITHDRAWAL OF FUNDS FROM DEPOSITORIES”.

10. ORAL COMMUNICATIONS – PUBLIC

- Mr. Nicholas Dibs congratulated the City on the grand opening of Stanton Central Park and stated that he is impressed with the park and it's amenities and feels that the new park is not only great for the City of Stanton, but for other surrounding cities residents as well. Mr. Dibs also congratulated the City on its 60th Anniversary celebration and reported on his current status in running for Trustee Area #1 on the school board (Garden Grove Unified School District).

11. WRITTEN COMMUNICATIONS None.

12. MAYOR/CHAIRMAN/COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS

12A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

- Council Member Shawver reported on the grand opening celebration of Stanton Central Park, which was held on June 25, 2016.
- Council Member Ramirez reported on the grand opening celebration of Stanton Central Park, which was held on June 25, 2016.
- Council Member Shawver expressed his gratitude to city staff and the residents of the City of Stanton on a successful grand opening celebration of Stanton Central Park.

12B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING

None.

12C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

None.

13. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL

None.

DRAFT

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

- Lieutenant Sean Howell provided the City Council with an update on their current operations.
- Mayor Pro Tem Warren and Council Member Ramirez both expressed their gratitude to the Orange County Sheriff's Department on their rapid response times within the City, having experienced the call outs first hand.
- Council Member Shawver requested that Chief Dave Steffen, Orange County Fire Authority brief the city council on the fires that are currently burning in the Southern region of California.
- Chief Dave Steffen, Orange County Fire Authority provided the city council with a report on the Southern Region/Costal Area fires.

15. ADJOURNMENT Motion/Second: Warren/ Motion carried at 8:50 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 12, 2016

SUBJECT: APPROVAL OF RESOLUTION NO. 2016-33 APPROVING A CONTRACT AMENDMENT WITH COASTLINE ADVERTISING CORPORATION REGARDING BUS SHELTERS AND BUS FACILITIES

REPORT IN BRIEF:

Coastline Advertising Corporation maintains the City's bus stops and shelters through a franchise agreement. Staff has identified that many of the bus shelters along Beach Boulevard are dilapidated and not lit at night and have asked for a plan to replace these shelters. A conceptual plan has been developed by staff and Coastline Advertising Corporation presented it for the Council's consideration on April 26, 2016. The City Council approved the changes and asked that a formal amendment to the franchise agreement will be brought back to the City Council.

RECOMMENDED ACTION:

1. City Council declare that in accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15301(c); and
2. Approve Resolution No. 2016-33 approving a contract amendment with Coastline Advertising Corporation regarding bus shelters and bus facilities; and
3. Approve Budget Adjustment No. 2017-01 establishing the budget for the shelter and facilities in the Air Quality Improvement Fund.

BACKGROUND:

The City of Stanton has 26 bus shelters throughout the City. These shelters provide residents with protection from the environment while waiting for the Orange County Transportation Authority (OCTA) bus system. OCTA currently owns and operates the bus system, but does not provide the shelters.

On January 12, 2010 the City Council awarded a 10-year franchise agreement to Coastline Advertising Corporation (Coastline) for the maintenance of the City's bus

stops, which includes shelters, benches, and trash cans. The City receives a portion of the revenues from the advertising placed on the benches and shelters. Costs for new shelters are the responsibility of the City.

ANALYSIS/JUSTIFICATION:

Over the years many of the shelters have become deteriorated to the point that they are falling apart. The City's Public Works crew has demolished several shelters that were in danger of collapsing. The existing shelters cannot be maintained in a safe and attractive manner. Many do not have functional electrical service so that the interior of the shelter and the advertising panels can be lit. The condition of the shelters cannot be a positive for the people utilizing them and as such it is anticipated that new shelters will increase ridership.

Coastline has prepared a presentation as a starting point to provide 10 new bus shelters along Beach Boulevard. This area has been selected as it has the highest ridership in the City and will complement the other improvements along Beach Blvd. Nine existing structures would be removed by City Staff. Please note that per the franchise agreement with Coastline that they are the only firm allowed to install bus shelters and benches.

The main points approved by the City Council are as follows:

- The total project cost is approximately \$120,000. Coastline will incur 50% of the cost, which is paid back through future fees due to the City. The other \$60,000 will be paid for by the City.
- Any remaining concrete benches in the City will be replaced with new metal benches.
- A 6-year extension to the franchise agreement for a total of 10 remaining years.
- Leaning bars can be used within the shelters to reduce people sleeping within the shelters and to increase capacity of people within them.
- Solar panels are used for lighting. This includes functional lighting inside the shelters as well as lighting for the advertisements.

These changes have been incorporated into the attached contract amendment which needs to be adopted by resolution.

FISCAL IMPACT:

The City can use AB2766 funds for the City's portion of the project. These funds are derived from the AQMD and must be used for programs that decrease air pollution. Increasing bus usage is an acceptable manner to expend these funds. Our current fund balance is \$139,000 and we receive around \$48,000 annually. These funds are typically used to purchase hybrid vehicles.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

The City Attorney's office has prepared the attached contract amendment and resolution.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a high quality infrastructure

ATTACHMENT:

- 1) Resolution 2016-33
- 2) Contract Amendment
- 3) Budget Adjustment No. 2017-01

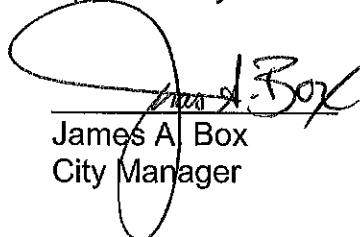
Prepared by:


for Allan Rigg, P.E.
Director of Public Works/City Engineer

Concur


Stephen Parker
Administrative Services Director

Approved by:


James A. Box
City Manager

RESOLUTION NO. 2016-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,
CALIFORNIA, APPROVING FIRST AMENDMENT TO
FRANCHISE AGREEMENT BETWEEN THE CITY OF STANTON
AND COASTLINE ADVERTISING CORPORATION**

WHEREAS, the City of Stanton and Coastline Advertising Corporation "Coastline") previously entered into that certain Franchise Agreement for Construction, Installation, and Maintenance of Transit Shelters and Street Furniture dated January 12, 2010 ("Agreement"); and

WHEREAS, the Agreement provides Coastline with an exclusive franchise for transit shelter and street furniture services; and

WHEREAS, the City and Coastline wish to amend the Agreement to extend the term of the Agreement, specify terms and conditions for Coastline's installation of ten new transit shelters, and modify a number of other terms and conditions as set forth in the Amendment attached as Exhibit A ("Amendment"); and

WHEREAS, the City Council wishes to approve the Amendment in this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

Section 2. Purpose. The purpose of this Resolution is to approve the Amendment pursuant to the provisions of Stanton Municipal Code sections 12.32.070-12.32.090.

Section 3. First Amendment. The City Council of the City of Stanton, hereby approves the "First Amendment to the Franchise Agreement Between the City of Stanton and Coastline Advertising Corporation for Construction, Installation, and Maintenance of Transit Shelters and Street Furniture," attached as Exhibit A and incorporated by this reference. It is understood that Coastline Advertising Corporation will change in name only on August 1, 2016 to Focus Media Group Inc.

Section 4. Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

Section 5. Effective Date. This Resolution shall take effect immediately.

Section 6. Certification. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption thereof.

PASSED, APPROVED AND ADOPTED this _____, 2016 by the following vote, to wit:

Brian Donahue
Mayor

ATTEST:

Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

Matthew E. Richardson
City Attorney

EXHIBIT A
FIRST AMENDMENT

[attached behind this page]

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF STANTON)

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Resolution No. _____ was duly passed and adopted at a regular meeting of the Stanton City Council on the _____ day of _____, 2016 by the following vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Patricia A. Vazquez
City Clerk

**FIRST AMENDMENT TO
FRANCHISE AGREEMENT BETWEEN THE CITY OF STANTON
AND COASTLINE ADVERTISING CORPORATION
FOR CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF
TRANSIT SHELTERS AND STREET FURNITURE**

The City of Stanton ("CITY") and Coastline Advertising Corporation, an Oklahoma corporation ("GRANTEE") hereby enter into this First Amendment to that certain Franchise Agreement for Construction, Installation, and Maintenance of Transit Shelters and Street Furniture ("Amendment").

WHEREAS, the CITY and GRANTEE previously entered into that certain Franchise Agreement Between the City of Stanton and Coastline Advertising Corporation for Construction, Installation, and Maintenance of Transit Shelters and Street Furniture ("Agreement");

WHEREAS, the Agreement provides GRANTEE with an exclusive franchise for transit shelter and street furniture services;

WHEREAS, CITY and GRANTEE wish to extend the Agreement, specify terms and conditions for GRANTEE's installation of ten new transit shelters, and modify the other terms and conditions of the Agreement as set forth in this Amendment.

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, CITY and GRANTEE agree as follows:

1. New Transit Shelters.

A. New Transit Shelter Construction. Pursuant to Section 14 of the Agreement, CITY has authorized GRANTEE to install ten (10) new transit shelters within the CITY at the locations set forth in Exhibit 1 to this Amendment, incorporated by this reference ("New Transit Shelters"). The New Transit Shelters shall be constructed and installed by GRANTEE subject to the applicable terms and conditions of the Agreement except as otherwise set forth in this Amendment. GRANTEE and CITY shall each bear fifty percent (50%) of the cost of the New Transit Shelters, subject to GRANTEE's right to reimbursement as provided in Subsection 1(B) of this Amendment. CITY shall pay GRANTEE sixty thousand dollars (\$60,000) within thirty (30) days of execution of the Amendment as a deposit towards its share of the cost. GRANTEE shall provide CITY with documentation of the total cost of the New Transit Shelters within ten (10) days of installation of the New Transit Shelters and an invoice for the extra cost or reimbursement for any overage as applicable. CITY shall pay any such invoice within forty-five (45) days of receipt.

B. Reimbursement for GRANTEE's Costs for New Transit Shelters. GRANTEE shall be reimbursed for its share of the costs of the New Transit Shelters. Beginning on the execution of this Amendment, the applicable quarterly Guaranteed Minimum Payment or Percentage Advertising Revenue shall be retained by GRANTEE until GRANTEE's recoups its costs of constructing the New Transit Shelters. As provided in Section 5 of the Agreement,

GRANTEE shall continue to provide CITY with payment records detailing each quarterly Guaranteed Minimum Payment or Percentage Advertising Revenue payment and such records shall be subject to audit as provided in Section 7 of the Agreement. However, GRANTEE shall be entitled to retain the monies for such Guaranteed Minimum Payment or Percentage Advertising Revenue until GRANTEE has recouped its share of costs for the New Transit Shelters. In the event that GRANTEE is entitled to retain a portion of a quarterly Guaranteed Minimum Payment or Percentage Advertising Revenue, it shall clearly identify the portion retained on the applicable records while remitting the balance of the Guaranteed Minimum Payment or Percentage Advertising Revenue to CITY.

C. Title to New Transit Shelters. Notwithstanding Subsection 19(E) of the Agreement and because CITY will pay for the installation of the New Transit Shelters, CITY shall have title to the New Transit Shelters at all times once installed. GRANTEE shall provide any documentation requested by CITY to document the transfer of title and any applicable warranties.

D. Prevailing Wage. GRANTEE is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. In the event the installation of the New Transit Shelters or any other work performed by GRANTEE under the Agreement as amended by this Amendment involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, GRANTEE agrees to fully comply with such Prevailing Wage Laws, including compliance with requirements related to certified payroll records, hours of work, contractor registration, and apprenticeship. GRANTEE shall defend, indemnify and hold the CITY, its officials, officers, agents, employees, and representatives free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

2. Term. Section 3 of the Agreement is hereby amended to read in full as follows:

"3. TERM OF AGREEMENT

This Agreement shall commence on the 12th day of January, 2010 (the "Effective Date") and shall continue in effect for a period of sixteen (16) years (the "Term"). The Term shall expire on the day 12th of January, 2026, unless this Agreement is extended or terminated earlier, as hereinafter provided. This Agreement may be extended upon mutual written consent of both Parties."

3. Replacement Costs. Section 12 of the Agreement is hereby amended to read in full as follows:

"12. SHELTER/BENCH MAINTENANCE AND REPAIR

At all times during the Term of this Agreement, GRANTEE shall, at its sole cost and expense, to the satisfaction of the CITY and in compliance with all applicable laws and regulations, maintain, repair (to the extent that such repairs are minor; for purposes of this Agreement, "Major Repairs" shall include those which require parts or components with a retail value in excess of Fifty Dollars (\$50.00), clean and service all shelters, keeping them, their appurtenances, and the immediately surrounding areas in a safe, neat, attractive, environmentally clean, and sanitary condition. GRANTEE shall be authorized to enter upon and into the shelter sites at any reasonable time with personnel and all necessary equipment and materials, to provide for the satisfactory maintenance of the sites and facilities.

GRANTEE's personnel, equipment, and/or vehicles shall not block automobile or bicycle travel lanes unless proper warning signs and traffic delineation devices are properly placed in accordance with the Work Area Traffic Control Handbook, latest edition, published by Building News, Inc., or equivalent. All travel lane closures will require the use of a "Flashing Arrow Board" device. Failure to provide this device will be cause for stopping work and vacating the job site until the situation is remedied. In the sole discretion of CITY, whenever GRANTEE's operations create a condition hazardous to traffic or to the public, GRANTEE shall furnish and maintain as necessary: fences, barricades, lights, signs, safety cones, and other devices, per the State of California Manual of Traffic Controls (SAFT, latest edition), or as determined by the City Manager or his/her designee.

GRANTEE shall provide for trash removal and routine cleanup/maintenance at each shelter site at least two (2) times per week and at least three (3) calendar days apart. GRANTEE shall initially monitor each location to determine an appropriate routine cleanup schedule. GRANTEE shall make additional maintenance calls as conditions warrant, or as may be determined by CITY. GRANTEE specifically understands that some sites will require daily maintenance and/or cleaning. Each shelter shall be completely steam cleaned at least once a quarter, or monthly for high traffic areas. CITY shall have the right to inspect the shelters and sites at any time for cleanliness and safety. Routine cleanup/maintenance shall include, but not be limited to, removal of all graffiti, stickers, debris, litter, weeds, etchings, etc., and emptying all trash receptacles, inspection of shelter illumination, replacement of defective lights, ballast, fuses, broken, missing, or graffitied glass/plastic panels, and keep the pad and an area within fifteen feet (15') of

the shelters clean and litter-free at all times. In addition to the above, weed abatement and any pruning work that may be required shall be provided by GRANTEE on an "as-needed" basis, or as requested by the CITY. GRANTEE shall not perform any maintenance during peak traffic hours, which are defined as Monday through Friday from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m., unless GRANTEE obtains prior written authorization from CITY to perform maintenance services during the above stated hours. Notwithstanding the above, GRANTEE shall remove all graffiti within forty-eight (48) hours of discovery by GRANTEE or notification by CITY, unless graffiti of a derogatory or offensive nature is at issue, in which case such graffiti shall be removed within six (6) hours of discovery by GRANTEE or notification by CITY.

Upon the prior written consent of the CITY for situations requiring Major Repairs, GRANTEE shall, at the sole cost and expense of the CITY or for some other form of consideration/compensation (e.g., additional advertising opportunities, etc.) as reasonably agreed upon in writing by the Parties, replace or repair any and all damaged, defaced or worn out shelters, or individual parts thereof, to "like new" condition, no later than seven (7) calendar days after discovery and receipt of written approval from the city to proceed with such Major Repairs. Replacement or repair of shelter parts and components shall include broken, missing, or graffitied glass/plastic panels, benches, shelters, garbage cans and light fixtures at the replacement costs ("Replacement Costs") set forth in Exhibit "A," attached hereto and by this reference incorporated herein. Prior to proceeding with a repair which is a Major Repair, GRANTEE will deliver to the City Manager or his designee (within not more than three (3) days of discovery), an itemized quote for the cost of repair and a breakdown of the alternative remedies available to the CITY (e.g., complete replacement of the shelter, individual component replacement, individual component repair, etc.). Within not more than three (3) days of receipt of the quote from GRANTEE, the City Manager or his designee will deliver to GRANTEE a written statement setting forth the remedy which GRANTEE is to perform.

If the condition of the shelter is such that the public could be exposed to danger, GRANTEE shall respond immediately and rectify the hazard no later than within four (4) hours of discovery by or notification to GRANTEE, and leave the site in a safe condition. CITY will reimburse GRANTEE for all reasonable costs expended in the repair of the site to a safe condition.

GRANTEE shall designate in writing to CITY, a name, business address, business telephone, and facsimile number of an employee who shall be responsible for the day-to-day operations and maintenance, cleanliness, and general order of the shelters. GRANTEE shall furnish to CITY and maintain a twenty-four (24) hour emergency telephone number for CITY's and general public's use. All personnel employed by GRANTEE who will be responsible for cleaning, maintenance, and repair work shall be properly licensed, trained, equipped, and supplied.

In the event GRANTEE fails to reasonably correct, repair, replace, or remove a transit shelter and/or street furniture as required by this provision or this Agreement, the CITY may, at its sole discretion, cause the correction, repair, replacement, or removal of the transit shelter or street furniture. Any costs incurred by CITY, including but not limited to, inspection and overhead costs (each individual cost to be evidenced and substantiated by specific receipts and documentation), shall be paid directly to CITY by GRANTEE within thirty (30) calendar days following receipt by GRANTEE of City's invoice for such work.

GRANTEE shall furnish to the CITY a written monthly summary that shall include a detailed account, by individual shelter location, of its shelter maintenance operations within the CITY, including but not limited to a description of all routine, call in and emergency work performed by GRANTEE, the time and date of notification or call for maintenance and GRANTEE's response and/or action taken. In addition to the monthly maintenance summary, GRANTEE shall also furnish CITY with any maintenance operation information as may be requested by CITY. All maintenance work and minor repairs (i.e., work which is not a Major Repair as defined above) shall be performed at the sole cost and expense of GRANTEE.

4. Bench Retrofit. Subsection A is hereby added to Section 12 to read in full as follows:

"A. Notwithstanding anything to the contrary in this Section 12, GRANTEE shall replace all remaining concrete benches within the CITY with metal benches within six months of execution of this Amendment. This retrofit shall be completed at GRANTEE's sole cost and expense and without any entitlement to a credit or set-off against payments owed to CITY. The installed metal benches shall comply with all applicable requirements and standards as set forth in the Agreement.

5. Title to Benches. Subsection F is hereby added to Section 19 to read in full as follows:

"F. Notwithstanding Section 1, City acknowledges that all advertising benches located in the City and subject to this Agreement are the property of Grantee. As such the Grantee is responsible to insure all such advertising benches at Grantee's sole cost and expense and the Grantee will be liable for any and all claims, demands, suits, actions or proceeding so any kind or nature, including, but not by way of limitation, all civil claims, and all other claims resulting from or arising out the public use of the advertising benches. Upon the termination or non-renewal of the Franchise Agreement for any reason, including default, Grantee reserves the right to remove all advertising benches within thirty days immediately following termination or non-renewal. If Grantee fails to exercise such right, City may accept title to such benches or require their removal. In all cases, Grantee shall restore each affected site to its pre-existing condition or better after bench removal. Subsection 19(E) shall not apply to the advertising benches.

6. Exhibit A. Exhibit A is hereby amended to read in full as set forth in Exhibit 2 of this Amendment, incorporated by this reference.

7. Except as amended hereby, the Agreement shall remain in full force and effect. All references to defined terms in the Agreement shall have the same meaning in this Amendment except as otherwise set forth above.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written below.

COASTLINE ADVERTISING CORPORATION

Dated: _____

By _____
[Printed Name & Title]

ATTEST:

By: _____
[Printed Name & Title]

CITY OF STANTON, a California municipal corporation

Dated _____

By _____

Brian Donahue, Mayor

ATTEST:

By: _____
Patricia A. Vazquez, City Clerk

EXHIBIT 1
LOCATIONS OF NEW TRANSIT SHELTERS

[attached behind this page]

STANTON TRANSIT SHELTERS

EXISTING & NEW RECOMMENDATIONS



EXHIBIT 2
REVISED EXHIBIT A

[attached behind this page]

Exhibit A - Maintenance Rate Guide

		OLD SHELTER	NEW SHELTER
ITEM	LABOR RATE	REPLACEMENT PART COST	REPLACEMENT PART COST
Glass/Plastic Ad Panel	No Charge	\$85	\$125
Diffuser Panel	No Charge	\$80	\$110
Ad Box	No Charge	\$400	\$3,100
Ad Panel Door	No Charge	\$140	\$275
Garbage Can	No Charge	\$200	\$550
Bus Bench Seat (inside shelter)	No Charge	\$250	\$450
Back Panel of Shelter	No Charge	\$200	N/A
Side Support Poles	No Charge	\$125	\$650.00 / ea.
Timer	T.B.D.	\$125	N/A
Replacement Bulbs (Set)	No Charge	Under \$50.00	N/A
Light Fixtures Kit (ad panel)	T.B.D.	\$350	\$1,500
Overhead Light Fixture	T.B.D.	\$100	\$200
INSTALLATION/REMOVAL		LABOR RATE	LABOR RATE
Installation of Bus Shelter (Labor)		\$750	\$900
Removal Bus Shelter (Labor)		\$450	\$900

Grantee shall provide breakdown labor and materials for all work

New Shelters are those installed prior to the execution of the Amendment. New Shelters are the New Transit Shelters as defined in the Amendment.

CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION

BA # 2017-01

Date: July 5, 2016

Title: Public Works Director

Date: July 12, 2016

Title: Administrative Services Director

Current Budget

**Increase
(Decrease)**

Amended
Amount[illegible]

JUSTIFICATION

To provide appropriations for the Bus Shelter improvement project.

Budget Adjustment Request Approved

Date _____

Budget Adjustment Processed:	
------------------------------	--

Entered by

*** PRINT ON BLUE PAPER ONLY ***

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 12, 2016

**SUBJECT: CMFA OPEN PACE RENEWABLE ENERGY AND ENERGY
EFFICIENCY FUNDING PROGRAMS**

REPORT IN BRIEF:

Adopt Resolution No. 2016-34, consenting to the inclusion of properties within the territory of the City of Stanton (the "City") in the CMFA Open PACE Program; authorizing the CMFA to accept applications from property owners; conduct contractual assessment proceedings and levy contractual assessments within the City of Stanton; authorizing the City to Join CMFA; and authorizing related actions.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(4) - the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Adopt Resolution No. 2016-34 authorizing the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City and authorizing related actions; authorizing the City Manager or designee thereof to execute the Joint Exercise of Powers Agreement to join CMFA; and authorizing the City Manager or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

BACKGROUND:

The CMFA is a Joint Powers Authority formed to assist local governments, non-profit organizations and businesses by promoting economic, cultural and community development, with the financing of economic development and charitable activities throughout California. To date, over 200 municipalities have become members of the CMFA.

As part of its economic and community development, the CMFA along with its current Program Administrators, Energy Efficient Equity ("E3") and Structured Finance Associates, are offering PACE financing for residential and commercial property owners in its member territories. The CMFA is expected to issue limited obligation bonds, notes or other forms of indebtedness to fund the projects.

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for residential and commercial buildings. Property owners who participate in the program repay the loans through a voluntary contractual assessment collected together with their property taxes. One of the most notable characteristics of PACE programs is that the loan is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the loan may be paid off during the sale or stay with the property and be paid off by the new owner, who also benefits from the upgrades that were completed.

PACE financing enables individuals and businesses to defer the upfront costs of energy efficiency, water efficiency and renewable energy improvements. PACE loans are paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with net savings. PACE overcomes challenges that have hindered adoption of energy efficiency and renewable energy measures for many property owners.

ANALYSIS/JUSTIFICATION:

Joint Powers Agreement - In order for the CMFA to have the authority to provide PACE financing in the City, it is necessary for the City to become a member of the CMFA. Attached to this report is a copy of the Joint Exercise of Powers Agreement to be executed by a designated signatory of the City.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement. There are no costs associated with membership in the CMFA.

Analysis of the PACE Program - Participation in this program is a cost effective means of offering property owners the opportunity to make energy and water efficiency retrofits to their property and create new local jobs. Property owners will repay the financing as a charge on their property tax bill over a period of years.

The benefits to the property owner include:

- Competition: CMFA Open PACE currently provides two options to property owners: Energy Efficient Equity ("E3") and Structured Finance Associates. Property owners can shop for the best price and service through the availability of the PACE administrators.

- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy, energy efficiency, and water conservation improvements may not be available. Therefore, many property owners do not have options available to them to lower their utility bills.
- Savings: Renewable energy, energy efficiency, and water conservation improvements help lower utility bills.
- Payment obligation is tied to the property: The debt should not need to be repaid when the property is sold or transferred. The new owner assumes the obligation to repay the remaining balance with the property taxes.
- 100% Voluntary: Property owners choose to participate in the program at their own discretion.
- Repayment obligation matched to the useful life of the financed improvements: The length of the financing is based on the expected useful life of the improvements. Depending on the lender and the improvements, the term can range from five (5) years to thirty-nine (39) years.
- Prepayment options: Property owners can pay off the assessments at any time; however, there may be applicable prepayment penalties, and the program administrators review these terms with prospective participants.

The benefits to the City include:

- Pregualified PACE Administrators: The CMFA's Board has pre-qualified the PACE administrators based on their business practices, qualifications, experience and capital commitment to the PACE market.
- No City Obligation: The City is not obligated to repay the bonds issued by CMFA or to pay the assessments levied on the participating properties. The City will not incur any cost or involvement, and there are no administrative responsibilities, marketing obligations, or financial exposures to the City.
- No City staff support required: The CMFA and its Program Administrators handle all assessment administration, bond issuance and bond administration functions.
- Increase in local jobs: Property improvements provide local job opportunities.

The proposed Resolution authorizes the CMFA to accept applications from owners of property within our territory for municipal financing of authorized improvements through the CMFA Program. It also authorizes The CMFA to conduct assessment proceedings and levy assessments against the property of participating owners within the incorporated territory of the City.

FISCAL IMPACT:

No negative fiscal impact to the City's general fund will be incurred by consenting to the inclusion of properties within the City limits in the CMFA Open PACE Program. All PACE Program administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual

administrative fee which is also collected on the property owner's tax bill.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(4).

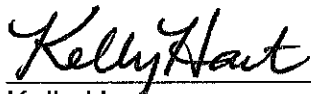
PUBLIC NOTIFICATION:

Through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

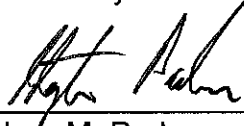
5 – Provide a high quality of life.

Prepared by:



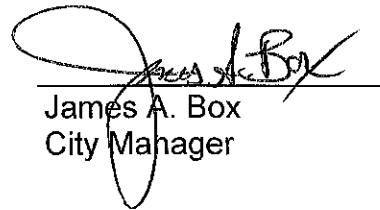
Kelly Hart
Community Development
Director

Concurred by:



Stephen M. Parker
Administrative Services
Director

Approved by:



James A. Box
City Manager

Attachment:

Resolution No. 2016-34

RESOLUTION NO. 2016-34

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY; CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California (the "Members"), formed pursuant to a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") for the purpose of promoting economic, cultural and community development and in order to exercise any powers common to its Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, City of Stanton (the "City"), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, there is now before this City Council the form of the Agreement; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CMFA Open PACE, consisting of CMFA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Energy Efficient Equity, LLC and Structured Finance Associates and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration repayment or guarantee of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Stanton as follows:

SECTION 1. This City Council hereby finds and declares that the foregoing recitals are true and correct.

SECTION 2. The Agreement is hereby approved and the Mayor, City Manager, or the designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such clerk's designee is hereby authorized and directed to attest thereto.

SECTION 3. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

SECTION 4. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

- (1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other

applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration, repayment or guarantee of any bonds issued in connection with the Programs.

SECTION 5. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. Staff persons chosen by the City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs.

SECTION 6. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

SECTION 7. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

SECTION 8. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Financial Advisor of the Authority at: California Municipal Finance Authority, 2111 Palomar Airport Road, Suite 320, Carlsbad, California 92011, Attn: Travis Cooper.

PASSED, APPROVED, and ADOPTED this 12th day of July, 2016.

BRIAN DONAHUE, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Resolution, being Resolution No. 2016-34 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on July 12, 2016, and that the same was adopted, signed and approved by the following vote to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

Exhibit A
JPA Agreement

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said

Authority shall be a public entity separate and apart from the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the

Authority to have custody of all money of the Authority, from whatever source derived, and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the principal

of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Stanton has caused this Agreement to be executed and attested by its duly authorized representatives as of the ____ day of _____, 2016.

Member:

CITY OF STANTON

By _____
Name:
Title:

ATTEST:

Clerk

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: July 12, 2016

SUBJECT: PROPOSED OPTIONS TO AMEND THE CITY'S ZONING CODE TO ESTABLISH NEW REGULATIONS RELATING TO POLITICAL SIGNS AND TEMPORARY NONCOMMERCIAL SIGNS

REPORT IN BRIEF:

Based on Council comments at the June 28, 2016 meeting, staff prepared several Zoning Code amendments for the Council to consider regarding temporary noncommercial signage. As background, the Council previously directed staff to amend the City's sign ordinances to comply with a 2015 United States Supreme Court ruling. This staff report proposes options on how the City's sign ordinances may be revised to comply with that case. Options include striking out the City's political sign ordinances and leaving the remainder of the Sign Code intact, or allowing a certain number of temporary noncommercial signs to be displayed on private property during an election period based on the lineal footage of a parcel's street frontage.

Staff seeks direction from the Council on which option, discussed below, the Council would like to see codified. Upon receiving direction, staff will bring back an ordinance for the Council's consideration.

RECOMMENDED ACTION:

1. City Council conduct a public hearing and consider options on Zoning Code amendments relating to political signs and temporary noncommercial signs; and
2. Direct staff to bring back a draft Ordinance for the Council's consideration at a future City Council meeting, with guidance on the Ordinance's substance and continue the item to a date certain.

BACKGROUND:

At the June 14, 2016 Council meeting, staff introduced an ordinance to the Council that deleted references to political signs and religious signs based on a U.S. Supreme Court ruling, *Reed v. Town of Gilbert* ((2015) 135 S. Ct. 2218). The *Reed* case provides that cities may not treat temporary noncommercial signs, such as political, ideological, and religious signs, differently.

The City Council considered the proposed ordinance and requested that staff bring back a revised ordinance that includes regulations: (1) allowing display of a limited number of temporary noncommercial signs year-round on private property, and (2) allowing display of a limited number of temporary noncommercial signs on private property during an election period.

At the June 28, 2016 Council meeting, the Council provided further direction to staff bring back additional options to the Council. For example, some Council members requested proposals that regulate the number of signs displayed based on a parcel's size. Some Council members also requested proposals that allow larger signs to be displayed on commercial properties.

ANALYSIS/JUSTIFICATION:

Per the Council's direction, staff has prepared four proposals for the Council to consider, as follows:

(1) Striking the political sign regulations from the Code, with no further regulation upon temporary noncommercial signs. Under this option, private property owners would have the ability to display an unlimited number of temporary noncommercial signs as large as they wished, year-round.

(2) Striking the political sign regulations from the Code and allowing temporary noncommercial signs to be displayed on private property during an election period based on the lineal footage of a parcel's street frontage. The size and number of signs allowed on residential and commercial properties would be the same. This proposal is detailed as follows:

Time Period	Where	Maximum Number	Maximum Size
During a certain period prior to, and after a federal, state, or local election	Private property, with the property owner's consent, as a stake sign or a wall sign	One sign per 15 lineal feet of street frontage	Maximum size of each sign: 12 square feet; Maximum height of each sign: Stake signs: 5 feet Wall sign: No higher than the top of the eave or parapet wall

(3) Striking the political sign regulations from the Code and allowing temporary noncommercial signs to be displayed on private property during an election season based on the lineal footage of a parcel's street frontage. The number of signs allowed on residential and commercial properties would be the same, but the Code would allow larger sign displays on commercial parcels. This proposal is detailed as follows:

Time Period	Where	Maximum Number	Maximum Size
During a certain period prior to, and after a federal, state, or local election	Private property, with the property owner's consent, as a stake sign or a wall sign	One sign per 15 lineal feet of street frontage	<p>For <u>Residential</u> Parcels:</p> <p>Maximum size of each sign: 12 square feet;</p> <p>Maximum height of each sign:</p> <p>Stake signs: 5 feet</p> <p>Wall sign: No higher than the top of the eave or parapet wall</p> <p>For <u>Commercial</u> Parcels:</p> <p>Maximum size of each sign: 32 square feet;</p> <p>Maximum height of each sign:</p> <p>Stake signs: 5 feet</p> <p>Wall sign: No higher than the top of the eave or parapet wall</p>

(4) Striking the political sign regulations from the Code and allowing temporary noncommercial signs to be displayed on private property during an election season based on the lineal footage of a parcel's street frontage. The number and size of signs allowed on residential and commercial properties would vary, with more and larger signs allowed on commercial property.

The reason for differentiating between residential and commercial properties is because single family neighborhoods generally have less street frontage and property width, which is typically approximately 60 lineal feet. Commercial properties typically have a much greater lineal footage of street frontage. As such, to identify the maximum number of signs permitted, separate sign requirements, based on differing lineal footage calculations, are proposed for commercial versus residential properties. This proposal is detailed as follows:

Time Period	Where	Maximum Number	Maximum Size
During a certain period prior to, and after a federal, state, or local election	Private property, with the property owner's consent, as a stake sign or a wall sign	<p>For <u>Residential</u> parcels:</p> <p>One sign per 10 lineal feet of street frontage</p> <p>For <u>Commercial</u> Parcels:</p> <p>One sign per 15 lineal feet of street frontage</p> <p>*See the "Maximum Size" column for varying size of sign displays allowed on commercial property.</p>	<p>For <u>Residential</u> Parcels:</p> <p>Maximum size of each sign: 12 square feet;</p> <p>Maximum height of each sign:</p> <p>Stake signs: 5 feet Wall sign: No higher than the top of the eave or parapet wall</p> <p>For <u>Commercial</u> Parcels:</p> <p>Signs that are a maximum of 12 square feet in size may be permitted at the rate of one sign per 15 lineal feet of street frontage</p> <p>Signs that are 12.1 to 32 square feet in size may be permitted at a rate of one sign per 30 lineal feet of frontage.</p> <p>Maximum height of each sign:</p> <p>Stake signs: 5 feet Wall sign: No higher than the top of the eave or parapet wall</p>

To demonstrate how Option #4 would be calculated, the Sam's Club property has 624 lineal feet of street frontage along Beach Blvd. Under Option #4, a maximum of 41 signs may be displayed on the property with property owner consent (e.g., one sign per 15 lineal feet of street frontage). For commercial properties, signs of a varying size may be permitted. For signs that are 12 square feet or less in size, up to one sign per 15 lineal feet of street frontage would be able to be permitted. For signs that are between 12.1- to 32 square feet in size, a maximum of up to one sign per 30 lineal feet of street frontage would be permitted. As such, for the Sam's Club frontage along Beach Blvd., a maximum of 41 signs may be permitted. Of these 41, a maximum of 20 signs may be of the larger variety (12.1- to 32 sq. ft.), and 21 signs would need to be smaller displays (12 sq. ft. or less).

Election Period – Also, as provided in Options 2- through 4, above, temporary noncommercial signs may be displayed during a local, state or federal election period. The City's current political sign regulations allow political signs to be displayed 88 days before an election and 15 days after an election.

A survey of surrounding cities identified a shorter period prior to an election when temporary noncommercial signs may be displayed. For example, the City of Lake Forest permits signs beginning 60 days prior to an election; Huntington Beach permits signs beginning 50 days prior; and Cypress 45 days prior to an election. On average, most surveyed cities required signs to be removed within 10 days after an election.

As such, to be more consistent with neighboring cities, staff recommends identifying the election period to be no more than 60 days prior to a federal, state or local election to 10 days after the election.

Year Round Temporary Noncommercial Signs – Aside from the four proposals, above, staff recommends allowing a certain number of temporary noncommercial signs to be displayed year-round, in order to satisfy other U.S. Supreme Court cases. The proposed year-round temporary noncommercial signs are as follows:

Time Period	Where	Maximum Number	Maximum Size
Displayed year-round	Private property, with the property owner's consent	One (1)	No larger than four (4) square feet
Displayed year-round	Private property window, with the property owner's consent	One (1)	No larger than 8.5 inches by 11 inches

Enforcement – In regards to enforcement of the proposed sign ordinance, the Code Enforcement Division would be charged with the enforcement of the code provisions. The City's Code Enforcement Division responds to complaints. If a complaint is received, Code staff would investigate the complaint. If a violation is noted, officers would contact the property owner regarding the complaint and take any necessary enforcement measures.

In sum, City staff requests that the Council provide staff with additional direction on changes to the City's sign ordinances. Once staff obtains Council's direction, staff will prepare an ordinance for the City Council's consideration.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).

PUBLIC NOTIFICATION:

On June 28, 2016, the City Council continued this agenda item to the July 12, 2016, regular City Council meeting. Notice of the Public Hearing was also made available through the agenda-posting process.

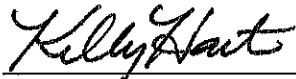
STRATEGIC PLAN IMPLEMENTATION:

6 – Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared By:

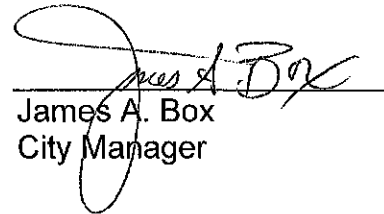
Reviewed by:

Approved by:



Kelly Hart
Community
Development Director

Matthew E. Richardson
City Attorney



James A. Box
City Manager

ORDINANCE NO. 1053

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.230.060 OF THE STANTON MUNICIPAL CODE RELATING TO MAXIMUM BUILDING PROJECTIONS ON STOREFRONT BUILDING FRONTAGES IN THE MIXED-USE OVERLAY ZONES (AZC15-03)

WHEREAS, Government Code, Section 65800 *et seq.* authorizes the City of Stanton ("City") to adopt and administer zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, on January 27, 2014, USS Cal Builders, Inc. ("Applicant") filed applications for approval of a Precise Plan of Development PPD-766, Variance V14-01, Amendment to the Zoning Code AZC15-03, and a Development Agreement for the development of a 49,500 square foot site ("Project Site"), located at 12282 Beach Blvd. with a five-story mixed use development including commercial uses on the ground floor, a two-story parking garage, and an assisted living facility on the top three floors and associated site improvements ("Project"); and

WHEREAS, the Project requires the following approvals from the City: (1) adoption of a Mitigated Negative Declaration, (2) Amendment to the Zoning Code; (3) Precise Plan of Development, (4) Variance, and (5) Development Agreement; and

WHEREAS, the City's Zoning Code includes development standards for the design of building facades in the mixed-use overlay zones, including maximum projections from the facades and into the setback area; and

WHEREAS, an Initial Study and Notice of Intent to adopt a Mitigated Negative Declaration were prepared based on the information received from the applicant as part of the application submittal and in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15071, commencing the environmental review process and preparation of a Mitigated Negative Declaration; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was filed and a copy was circulated between March 24, 2016 and April 25, 2016; and

WHEREAS, the Mitigated Negative Declaration analyzed impacts related to the proposed amendment to the zoning code and development proposal including Precise Plan of Development PPD-766, Variance V14-01, and the Development Agreement; and

WHEREAS, on June 22, 2016, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning amendments to Section 20.230.060 of the Stanton Municipal Code, provided comments on the amendment, and voted to forward the proposed ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, at least 10 days before the hearing, the City gave public notice of a City Council public hearing to be held to consider Amendment to the Zoning Code AZC15-03 by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, providing notice to property owners within a 500 foot radius of the Project Site, and was made available through the agenda posting process; and

WHEREAS, on June 28, 2016, the City Council considered the staff report, recommendations by staff, and public testimony regarding Precise Plan of Development PPD-766, Variance V14-01, Amendment to the Zoning Code AZC15-03, the Development Agreement, and the Mitigated Negative Declaration, at which hearing members of the public were afforded the opportunity to comment upon Amendment to the Zoning Code AZC15-03.

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

SECTION 1. CEQA. The requirements of the California Environmental Quality Act have been satisfied in that the City Council approved and adopted an Initial Study, Mitigated Negative Declaration (IS/MND), and Mitigation Monitoring and Reporting Program for the Project, including the Amendment to the Zoning Code, in Resolution No. 2016-24.

SECTION 2. Findings. The following findings are made in support of Zoning Code Amendment AZC15-03:

1. The City of Stanton has officially adopted a General Plan and there is no applicable Specific Plan that governs the Project Site.
2. The Zoning Code Amendment is compatible with the goals, strategies, general land uses, and actions specified in the General Plan for the following reasons:
 - a. The proposed amendment is consistent with the General Plan, particularly:

Action LU-1.1.1(b) Revise the zoning code and map(s) to include and apply customized incentives and regulations to encourage mixed-use development in Mixed-Use designations. Consider the use of form-based zoning regulations.

The purpose of the proposed Zoning Code Amendment is to allow for greater building projections in the Mixed-Use overlay zones to allow for use of balconies for emergency access and meet accessibility requirements. This amendment would be incorporated into the form-based code regulations created for the mixed-use overlays. It would also provide for greater flexibility of the regulations to allow for different design options.

Strategy CHS-4.2.1 Ensure that existing and new developments maintain or exceed standards for fire prevention to minimize risk of fire.

Action CHS-4.2.1(b) Ensure city building codes and standards provide for adequate fire protection and meet or exceed State standards.

The proposed code amendment furthers Strategy CHS-4.2.1 and Action CHS-4.2.1(b) as the larger projections would allow for alternative building designs to ensure proper fire access is being provided. By extending the maximum projections, this would allow for exterior balconies to be utilized for emergency fire access and meet accessibility requirements, and would provide a design alternative that would allow for the development of properties to its greatest extent.

3. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Zoning Code Amendment promotes the public health, safety and welfare of the community as it will allow for building projections including balconies and elevated walkways to increase in size, which will provide opportunities to utilize these projections as an additional emergency access point in compliance with the Orange County Fire Authority, and allow for sufficient area to provide an accessible path of travel.

4. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code. The proposed amendment is internally consistent with the City's Municipal Code, because the proposed projection would not violate any setback requirements. In addition, all other development standards such as lot coverage, built-to-zones, and floor area ratios would still be required to be met as part of a development proposal.

SECTION 3. Section 20.230.060, subsection (D), Figure 2.13, Standard "G" of Title 20 of the Stanton Municipal Code is hereby amended to read as follows:

D. Storefront Standards		Figure 2-13
G	Projecting Elements (Balconies, Shade Structures, and Bay Windows)	Projecting elements on upper floors may project 5 feet from the façade and may project into the setback.

SECTION 4. The City Council's actions are made upon review of the Planning Commission's recommendation, the Staff Report, all oral and written comments, and all documentary evidence presented on the Ordinance.

SECTION 5. Zoning Code Amendment AZC15-03 shall not take effect unless and until the associated MND, Precise Plan of Development PPD-766, and Variance V14-01 are approved by the City Council, and the associated Development Agreement is approved by the City Council and executed by all parties thereto; and

SECTION 6. The documents related to this Ordinance are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Community Development Director is the custodian of these documents.

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 9. This Ordinance is on file and has been available for public review for at least five days prior to the date of this Ordinance, in the City Clerk's office, at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680.

SECTION 10. This ordinance shall be effective thirty days after its adoption.

PASSED, APPROVED, AND ADOPTED this 12th day of July, 2016.

BRIAN DONAHUE, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1053 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 28th day of June, 2016, and was duly adopted at a regular meeting of the City Council held on the 12th day of July, 2016, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

ORDINANCE NO. 1054

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND STANTON ASSISTED LIVING, LLC FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.

WHEREAS, on January 27, 2014, USS Cal Builders, Inc. ("Applicant") filed applications for approval of a Precise Plan of Development PPD-766, Variance V14-01, Amendment to the Zoning Code AZC15-03, and a Development Agreement for the development of a 49,500 square foot site ("Project Site"), located at 12282 Beach Blvd. with a five-story mixed use development including commercial uses on the ground floor, a two-story parking garage, and an assisted living facility on the top three floors and associated site improvements ("Project"); and

WHEREAS, the City of Stanton ("City") has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code section 65864 *et seq.*, the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein; and

WHEREAS, Stanton Assisted Living, LLC proposes to develop a 1.12-acre site located in the City of Stanton, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference ("Property") for mixed-use, commercial and residential uses on the Property ("Project"); and

WHEREAS, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, Developer has proposed to enter into a development agreement concerning the Project ("Development Agreement") to provide assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, the City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan; and

WHEREAS, the City Council has found that this Development Agreement is consistent with the City's General Plan; and

WHEREAS, the City Council has determined that by entering into the Development Agreement: (i) the City will promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan; (ii) significant benefits will be created for City residents and the public generally from increased employment, housing, park improvements, and the public gathering opportunities created by the Project; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project which are or will be the subject of subsequent development applications and land use entitlements for the Project as well as the Development Agreement; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, an Initial Study and Notice of Intent to adopt a Mitigated Negative Declaration were prepared based on the information received from the applicant as part of the application submittal and in accordance with State CEQA Guidelines section 15071, commencing the environmental review process and preparation of a Mitigated Negative Declaration; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was filed and a copy was circulated between March 24, 2016 and April 25, 2016; and

WHEREAS, the Mitigated Negative Declaration analyzed the impacts related to the proposed Project, including the proposed Development Agreement; and

WHEREAS, on June 22, 2016, the Planning Commission conducted a duly-noticed public hearing to consider Precise Plan of Development PPD-766, Variance V14-01, Zoning Code Amendment AZC15-03, the Development Agreement and the Mitigated Negative Declaration for the Project ("MND"), at which hearing members of the public were afforded an opportunity to comment upon the Development Agreement; and

WHEREAS, the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

WHEREAS, on June 28, 2016, the City Council conducted a duly noticed public hearing and considered evidence concerning the Development Agreement; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the City Council at a publicly noticed hearing and have been found to be fair, just, and reasonable, and consistent with the General Plan; and

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

SECTION 1. The City Council has approved and adopted a Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for the proposed project, including this Development Agreement.

SECTION 2. Pursuant to Government Code Section 65867.5(b) and Stanton Municipal Code Section 20.510.050(D), and based on the entire record before the City Council, the City Council hereby makes the following findings:

1. Public Benefit: The Development Agreement provides benefit to the City because the Project contemplated in the Development Agreement includes uses including a restaurant, outpatient medical clinic, and offices that generate additional employment opportunities and services for City residents. Moreover, the Development Agreement requires the Applicant to provide substantial parkland improvements for a City park on the southwest corner of Beach Blvd. and Orangewood Ave., which the City would not have otherwise been able to achieve.

2. General Plan, Specific Plan, and Zoning Code Consistency: The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code because the Project Site is in the South Gateway Mixed-Use District, which allows commercial, office, and residential uses up to five stories in height and a density of 60 units per acre (du/ac) or up to 213 residents per acre. The Project meets those General Plan and Zoning Code standards, with exception of the minimum property size requirement. However, with approval of a variance in conjunction with the development proposal, and the making of the required findings, the project would be permitted within the South Gateway Mixed Use Overlay zone. There is no Specific Plan applicable to the Project Site. The proposed Project meets the following General Plan Goals and Strategies:

Goal LU-1.1: Create an economic and fiscal balance of residential, commercial and industrial uses. The Project is a blend of residential and commercial uses that will provide housing, a restaurant, medical clinic, and office space.

Goal LU-2.1: Encourage land uses which provide employment opportunities for Stanton residents. The Project includes a variety of employment opportunities for Stanton residents, including positions at the assisted living facility, restaurant, medical clinic, and office component.

Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The three lots where the Project Site lies have been vacant for a period of at least ten years. The Project would fill those vacant lots with a mixed-use development that includes residential and commercial uses.

Goal CD-2.1: Increase the number of public spaces within the city, as well as the quality of existing and new public spaces. Strategy CD-2.1.1: Encourage the provision of public spaces as part of private development and redevelopment projects. The Development Agreement requires the Applicant to redesign and redevelop a City park on the southwest corner of Beach Blvd. and Orangewood Ave.. Among other things, the park's new design will have permanent seating walls, the installation of new lighting, the installation of a new irrigation system, and design treatments including stonework, stamped concrete walkways, and large potted planting containers. The revitalized park will be a better amenity for Stanton residents.

Goal ED-3.1: Attract emerging growth industries with the potential to provide a range of competitive wages, especially higher paying jobs, for Stanton's residents. Strategy ED-3.1.1 Initiate an economic development strategy that focuses on retail, office, industrial and mixed-uses, to assist in expanding the city's present economic climate. The Project is a mixed-use development that includes a variety of employment opportunities for Stanton residents, including positions at the assisted living facility, restaurant, medical clinic, and office component.

3. Compliance with Development Agreement Statute. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5 because the Agreement provides assurance to the applicant for the development of the Project, which includes a mixture of housing and commercial uses. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. Specifically, the Development Agreement provides a five-year term in which the Applicant has a vested right to develop an assisted living facility and commercial space on the Project Site in accordance to existing City regulations. In exchange, the Project will provide employment opportunities for Stanton residents. Moreover, the Applicant will provide substantial park improvements for the park located on the southwest corner of Beach Blvd. and Orangewood Ave.

SECTION 3. As provided in section 8.5 of the Development Agreement and pursuant to Stanton Municipal Code Section 20.500.030, the City Council shall be the approving body for the precise plan of development, variance, zoning code amendment, and associated MND for the project addressed by the Development Agreement.

SECTION 4. The City Council hereby approves and adopts the Development Agreement attached hereto as Exhibit "A", entitled, "Development Agreement between the City of Stanton, a California municipal corporation and Stanton Assisted Living, LLC, a California limited liability company". The Development Agreement shall not take effect unless and until Precise Plan of Development PPD-766, Variance V14-01, Zoning Code Amendment AZC15-03, and the associated Mitigated Negative Declaration are each approved by the City Council.

SECTION 5. The documents related to this Ordinance are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Community Development Director is the custodian of these documents.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. This ordinance shall be effective thirty days after its adoption. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted as required by law. Pursuant to Government Code Section 65868.5, within 10 days following the entering into of the Development Agreement, as evidenced by full execution thereof, the City Clerk shall record with the Orange County Recorder a copy of the Development Agreement.

PASSED, APPROVED, AND ADOPTED this 12th day of July, 2016.

BRIAN DONAHUE, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS .
CITY OF STANTON)

I, Patricia A. Vazquez, City Clerk of the City of Stanton, do hereby certify that the foregoing Ordinance No. 1054 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 28th day of June, 2016, and thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 12th day of July 2016, by the following vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

EXHIBIT "A"

**CITY OF STANTON AND STANTON ASSISTED LIVING, LLC
DEVELOPMENT AGREEMENT**

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:
City of Stanton
7800 Katella Avenue
Stanton, California 90680
Attn: City Manager

Fee Exempt - Gov't Code §6103
(Space above for Recorder's Use)

DEVELOPMENT AGREEMENT

between

**THE CITY OF STANTON,
a California municipal corporation**

and

**STANTON ASSISTED LIVING, LLC
a California limited liability company**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered by and between THE CITY OF STANTON, a California municipal corporation ("City"), and STANTON ASSISTED LIVING, LLC, a California limited liability company ("Owner") with reference to the following facts:

RECITALS.

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the "Development Agreement Statute," Sections 65864 et seq., of the California Government Code. City, a general law city, is authorized by the Development Agreement Statute to enter into development agreements with persons and entities having legal or equitable interests in real property for the purpose of establishing predictability for both City and the property owner in the development process. Owner has requested that City enter into a development agreement for the development of the Property, as defined below. City enters into this Agreement pursuant to the provisions of the California Government Code, the City's General Plan, the City Municipal Code, and applicable City policies.

B. Owner has a legal or equitable interest in that certain real property consisting of approximately 1.12 acres of land located in the City of Stanton, County of Orange, State of California, more particularly described in Exhibit "A" (the "Property"). Owner desires to develop the Property for mixed-use, commercial, and residential uses.

C. This Agreement assures that development of the Property may occur in accordance with City's General Plan. The development of the Property pursuant to the Existing Land Use Regulations, this Agreement, the Subsequent Land Use Regulations to which Owner has consented in writing, and Subsequent Development Approvals (as each of those terms and phrases is defined within this Agreement) shall be referred to as the "Development Plan."

D. This Agreement also constitutes a current exercise of City's police powers to provide predictability to Owner in the development approval process by vesting the permitted use(s), density, intensity of use, and timing and phasing of development consistent with the Development Plan in exchange for Owner's commitment to provide significant public benefits to City (the "Public Benefits") as set forth in Section 9.

E. The provision by Owner of the Public Benefits allows the City to realize significant economic, recreational, park and open space benefits. The Public Benefits will advance the interests and meet the needs of Stanton's residents and visitors.

F. In return for Owner's participation and commitment to these significant contributions of private resources for public purposes, City is willing to exercise its authority to enter into this Agreement and to make a commitment of predictability for the development process for the Property. Absent City's willingness to make such a commitment, Owner would be unwilling to enter into this Agreement or make the

significant investment of private resources for public purposes identified in this Agreement.

AGREEMENT

City and Owner agree as follows:

1. INTEREST OF OWNER. Owner represents that it has a legal or equitable interest in the Property and is authorized to enter into this Agreement.
2. PUBLIC HEARINGS. On June 28, 2016, after providing notice as required by law, the City Council held a public hearing on this Agreement and made the findings set forth in Section 3.
3. CITY COUNCIL FINDINGS. The City Council finds that:
 - 3.1 This Agreement provides benefit to the City. Specifically, this Agreement ensures a desirable and functional community environment, provides effective and efficient development of infrastructure and services appropriate for the development of the Project, enhances effective utilization of resources within the City, provides assurances to the developer in an effort to control the cost of housing and development to the consumer, and provides other significant benefits to the City and its residents.
 - 3.2 This Agreement also provides public benefits beyond those which are necessary to mitigate the development of the Project.
 - 3.3 Moreover, this Agreement strengthens the public planning process, encourages private participation in comprehensive planning, particularly with respect to the implementation of the City's General Plan, and reduces the economic costs of development and government.
 - 3.4 In addition, this Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan, any applicable Specific Plan, and the City's Zoning Code.
 - 3.5 This Agreement complies with the requirements of Government Code Sections 65864 through 65869.5.
 - 3.6 The best interests of the citizens of the City and the public health, safety, and welfare will be served by entering into this Agreement.
4. CONTINUING OBLIGATIONS. This Agreement binds the City now and in the future. By approving this Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by the City staff

and the City Council and have been found to be fair, just, and reasonable. City has concluded that the Project will serve the best interests of its citizens and that the public health, safety, and welfare will be best served by entering into this Agreement.

5. DEFINITIONS. In this Agreement, unless the context otherwise requires, the following terms and phrases shall have the following meanings:

- 5.1 "Agreement" shall mean this Development Agreement between the City and Owner. The term "Agreement" shall include any amendment properly approved and executed pursuant to Section 7.5.
- 5.2 "Approval Date" means the date on which the City Council conducted the first reading of the ordinance adopting this Agreement. That date is June 28, 2016.
- 5.3 "City" shall mean the City of Stanton, a California municipal corporation.
- 5.4 "City Council" shall mean the governing body of the City.
- 5.5 "City Municipal Code" shall mean the Stanton Municipal Code. However, changes to the Stanton Municipal Code occurring between the Approval Date and the Effective Date shall not be considered part of the City Municipal Code for purposes of this Agreement without Owner's prior written consent.
- 5.6 "Day" refers to a calendar day unless specifically stated as a "business day."
- 5.7 "Default" shall refer to a Major Default or Minor Default as defined herein.
- 5.8 "Development" shall mean the improvement of the Property for the purposes of completing the structures, improvements, and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and private facilities related to the Project whether located within the Property; the construction of buildings and structures; the installation of landscaping; and other improvements.
- 5.9 "Development Approvals" shall mean all permits and other entitlements approved or issued by the City for the use of, construction upon, and/or development of the Property. For the purposes of this Agreement, Development Approvals shall be deemed to include, but are not limited to, the following actions, including revisions, addenda, amendments, and modifications to these actions:

this Agreement;

amendments to this Agreement;

variance;

parcel merger;

precise plan of development permit;

zoning code amendment;

grading and building permits;

certificates of compliance and/or lot line adjustments;

street, drainage, utility, stormwater, and landscape permits;

occupancy permits; and

environmental review documents for the Project.

- 5.10 "Development Impact Fees" shall mean all fees established and imposed upon the Project by the City pursuant to the Mitigation Fee Act as set forth in California Government Code Section 66000 et seq. and this Agreement.
- 5.11 "Development Plan" means the Existing Land Use Regulations, this Agreement, the Subsequent Land Use Regulations to which Owner has consented in writing, and Subsequent Development Approvals.
- 5.12 "Effective Date" shall mean the date the ordinance adopting this Agreement becomes effective.
- 5.13 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date.
- 5.14 "General Plan" shall mean the general plan of the City.
- 5.15 "Implementing Agreement" refers to any agreement entered into by Owner and the City for the implementation of obligations established in this Agreement.
- 5.16 "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, timing and phasing of development, the maximum height and size of buildings, and the design, improvement, construction, and initial occupancy standards and specifications applicable to the Project. Land Use Regulations do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

- The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;
 - Taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Owner is paying any fee or providing any improvement pursuant to this Agreement;
 - The control and abatement of nuisances;
- 5.17 "Major Default" refers to the material and substantial failure (1) City's failure to issue Subsequent Development Approvals in accordance with its obligations under this Agreement, or failure by (2) either Party to provide the agreed upon cooperation needed to implement the Public Benefits and/or the development of the Property pursuant to the Development Plan, including but not limited to a failure to comply with the terms of any Implementing Agreement. This definition is not intended to expand or limit the legal definition of "materiality," but only to establish the agreement of the Parties as to the nature of a default which could lead to an early termination of this Agreement.
- 5.18 "Minor Default" means a failure by Owner or City to comply with the terms and conditions of this Agreement which is not a "Major Default" as defined herein.
- 5.19 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender, and their successors and assigns.
- 5.20 "Owner" refers to Stanton Assisted Living, LLC, and Owner's successors and assigns as set forth in Section 14.14.
- 5.21 "Owner's Vested Right" refers to Owner's guaranteed right to develop the Property as set forth in this Agreement, with particular reference to Section 8.
- 5.22 "Paragraph" means a lettered or numbered paragraph of an Exhibit to this Agreement, unless specifically stated to refer to another document or matter. (Note below that "Section" means a lettered or numbered section of the main body of this Agreement.) A reference to a Paragraph includes all subparagraphs of that Paragraph.
- 5.23 The "Parties" means the City and Owner. A "Party" refers to either the City or the Owner.

- 5.24 "Precise Plan of Development" means site plan and design review in accordance with Chapter 20.530 of the City Municipal Code.
- 5.25 "Project" means the development of the Property as set forth in the Development Plan.
- 5.26 "Property" means the real property described in Exhibit "A".
- 5.27 "Public Benefits" refers to those benefits provided to the City and the community by Owner pursuant to Section 9 and Exhibit "B" below.
- 5.28 "Reservation of Authority" means the rights and authority specifically reserved to City which limits the assurances and rights provided to the Owner under this Agreement. The Reservation of Authority is described in Section 8.5.
- 5.29 "Section" refers to a numbered section of this Agreement, unless specifically stated to refer to another document or matter.
- 5.30 "Subsequent Development Approvals" means all Development Approvals and permits approved, granted, or issued after the Effective Date for the Project which are required or permitted by the Existing Land Use Regulations, the Subsequent Land Use Regulations to which Owner has consented in writing, and this Agreement. Subsequent Development Approvals include, without limitation, provisions of the City Municipal Code, precise plan of development permits, site development permits, excavation, grading, building, construction, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, drainage, landscape, or other permits or approvals necessary for the grading, construction, marketing, use and occupancy of the Project.
- 5.31 "Subsequent Land Use Regulations" means those Land Use Regulations which are both adopted and effective after the Approval Date and which are not included within the definition of Existing Land Use Regulations. "Subsequent Land Use Regulations" include any Land Use Regulations adopted by moratorium by initiative, City action, or otherwise
- 5.32 "Term" means the term of this Agreement as set forth in Section 7.2 of this Agreement.
- 5.33 "Unit" means a living quarter within an assisted living care facility that may include kitchenettes, and includes a maximum of two written or oral agreements for each living quarter within the Project. This definition is provided solely for the purposes of determining the uses which may be built as a part of the Project and for calculating the public benefit fees described in Exhibit "B", and is not intended to allow for conversion of non-residential uses to residential uses.

6. EXHIBITS. All exhibits attached to this Agreement are incorporated as a part of this Agreement. Those exhibits are:

Exhibit	Description
"A"	Legal Description of the Property
"B"	Public Benefits
"C"	Assignment and Assumption Agreement

7. GENERAL PROVISIONS.

7.1 Binding Effect of Agreement. This Agreement shall be recorded against the Property and shall run with the land. The Development shall be carried out only in accordance with the terms of this Agreement. Until released or terminated pursuant to the provisions of this Agreement or until Owner has fully performed its obligations arising out of this Agreement, no portion of the Property shall be released from this Agreement.

7.2 Term of Agreement. The Term shall commence on the Effective Date. The Term shall continue for a period of five (5) years from the Effective Date, subject to the following:

7.2.1 *Extensions of Term.* The Term shall be extended for periods equal to the time during which:

7.2.1.1 Litigation is pending which challenges any matter, including compliance with CEQA or any other local, state, or federal law, related in any way to the approval or implementation of all or any part of the Development Plan. Any such extension shall be equal to the time between the filing of litigation, on the one hand, and the entry of final judgment or dismissal, on the other. All such extensions shall be cumulative.

7.2.1.2 Any application by Owner for state or federal regulatory permits and/or approvals required for the Project has been pending more than one year after its submittal, beginning on the 366th day following its submittal for approval.

7.2.1.3 Any other delay occurs which is beyond the control of the Parties, as described in Section 14.10.

- 7.2.2 As provided in Section 7.3 and elsewhere within this Agreement, the Term may end earlier than the end of the Term specified in this Section.
- 7.3 Termination. This Agreement shall be deemed terminated and of no further effect upon the earlier occurrence of any of the following events:
- 7.3.1 Expiration of the Term as set forth in Section 7.2;
 - 7.3.2 Entry of a final judgment setting aside, voiding, or annulling the adoption of the ordinance approving this Agreement;
 - 7.3.3 The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement;
 - 7.3.4 Completion of the Project in accordance with the terms of this Agreement, including issuance of all required occupancy permits and the satisfaction of all of Owner's obligations under this Agreement; and
 - 7.3.5 As may be provided by other specific provisions of this Agreement.
- 7.4 Effect of Termination. Subject to Section 8.9, upon any termination of this Agreement, the only rights or obligations under this Agreement which either Party shall have are:
- 7.4.1 The completion of obligations which were to have been performed prior to termination, other than those which are separately addressed by Section 12;
 - 7.4.2 The performance and cure rights set forth in Section 12; and
 - 7.4.3 Those obligations that are specifically set forth as surviving this Agreement, such as those described in Section 9 and in Sections 11.1 through 11.7 and 14.15.
- 7.5 Amendment or Cancellation of Agreement. This Agreement may be amended from time to time or canceled only by the written consent of both City and Owner in the same manner as its adoption, as set forth in California Government Code Section 65868. Any amendment or cancellation shall be in a form suitable for recording in the Official Records of Orange County, California. An amendment or other modification of this Agreement will continue to relate back to the Effective Date of this Agreement (as opposed to the effective date of the amendment or modification), unless the amendment or modification expressly states otherwise.

- 7.6 Minor Changes. The provisions of this Agreement require a close degree of cooperation between the Parties and "Minor Changes" to the Project may be required from time to time to accommodate design changes, engineering changes, and other refinements related to the details of the Parties' performance. "Minor Changes" shall mean changes to the Project that are otherwise consistent with the Development Plan, and which do not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Effective Date.

Accordingly, the Parties may mutually consent to adopting "Minor Changes" through their signing of an "Operating Memorandum" reflecting the Minor Changes. Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are "Minor Changes" subject to this Section 7.6 or more significant changes requiring amendment of this Agreement. The City Manager may execute any Operating Memorandum without City Council action.

- 7.7 Relationship of City and Owner. The contractual relationship between City and Owner arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights.
- 7.8 Notices. All notices, demands, and correspondence required or permitted by this Agreement shall be in writing and delivered in person or mailed by first class or certified mail, postage prepaid, addressed as follows:

If to City, to:
City of Stanton
7800 Katella Avenue
Stanton, California 90680
Attn: City Manager

With a copy to:
Matthew E. Richardson
Best Best & Krieger LLP
18101 Von Karman Avenue, Suite 1000
Irvine, California 92612

If to Owner, to:
Stanton Assisted Living, LLC
8051 Main Street
Stanton, CA 90680

City or Owner may change its address by giving notice in writing to each of the other names and addresses listed above. Thereafter, notices, demands, and correspondence shall be addressed and transmitted to the new address. Notice shall be deemed given upon personal delivery or, if mailed, two (2) business days following deposit in the United States mail.

- 7.9 Waiver of Right to Protest. Execution of this Agreement is made by Owner without protest. Owner knowingly and willingly waives any rights it may have under California Government Code Section 66020 or any other provision of law to protest the imposition of any fees, dedications, reservations, or other exactions imposed on the Project as authorized by this Agreement.

8. DEVELOPMENT OF THE PROPERTY.

- 8.1 Owner's Vested Right. Owner shall have the vested right to complete Development of the Property in accordance with the Development Plan as provided in this Agreement ("Owner's Vested Right"). To enable Owner to complete the Project, Owner's Vested Right shall include, but not be limited to, the rights to (1) develop and build an assisted living facility as per the plans and specifications approved by the City Council, (2) the timely issuance by the City of all Subsequent Development Approvals, and (3) the timely taking by the City of such other actions that are (i) requested by Owner and (ii) consistent with the terms of this Agreement. Where the Development Plan permits the development of some or all of the Property within a specified range of dwelling Units or commercial square footage, Owner's Vested Right shall include the right to develop to the greater of: (i) the minimum number of dwelling Units and/or commercial square footage permitted by the Development Plan permits; and (ii) any greater number of dwelling Units and/or commercial square footage approved by City Council subsequent to the execution of this Agreement, provided that (i) Owner can comply with all development standards contained in the Development Plan and (ii) the Project does not exceed the development limits set forth in the General Plan for the Property as a whole.

Owner's Vested Right shall be subject to the Reservation of Authority set forth in Section 8.5 and all provisions of this Agreement, and may not be modified or terminated except as expressly provided by this Agreement.

- 8.2 Governing Land Use Regulations. The Land Use Regulations applicable to the Project and the Property shall be those contained in the Development Plan. An amendment or other modification of this Agreement will not change these applicable Land Use Regulations unless the amendment or modification expressly provides otherwise. Subsequent Land Use Regulations shall not apply to the Property except as authorized in Section 8.7 of this Agreement, unless the Owner and the

City mutually agree in writing that the Project will be subject to one or more Subsequent Land Use Regulations.

Nothing contained in this Section shall be deemed to authorize City to withhold any building permit, approval, and/or certificate of occupancy based on Owner's failure to comply with any Land Use Regulation that is not applicable to the Project because of this Agreement.

- 8.3 Permitted Uses. Except as otherwise provided within this Agreement, the permitted uses on the Property shall be as provided in the Development Plan.
- 8.4 Density and Intensity; Requirement for Reservation and Dedication of Land. Except as otherwise provided within this Agreement, the density and intensity of use for all Development on the Property, and the requirements for reservation and dedication of land, shall be as provided in the Development Plan.
- 8.5 Reservation of Authority. The following Land Use Regulations or Subsequent Land Use Regulations shall apply to the Property and the Project, provided that the City Council's determination in subsection 8.5.8 shall be considered an Existing Land Use Regulation implementing the maximum number of Units approved in the General Plan and the Unit range approved in the Zoning Code:
 - 8.5.1 Processing fees and charges imposed by the City to cover the City's estimated or actual costs of reviewing and processing applications for the Project, providing inspections, conducting annual reviews, providing environmental analysis, or for monitoring compliance with this Agreement or any Development Approvals granted or issued, provided such fees and charges are in force and effect on a general basis on the date of filing such applications with the City. This Section shall not be construed to limit the authority of City to charge its then-current, normal and customary application, processing, and permit fees for Subsequent Development Approvals, building permits and other similar permits, which fees are designed to reimburse City's expenses attributable to such application, processing, and permitting and are in force and effect on a City-wide basis at such time as the Subsequent Development Approvals and permits are granted by City, notwithstanding the fact that such fees may have been increased by City subsequent to the Effective Date;
 - 8.5.2 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure;

8.5.3 The following, provided that (i) they are uniformly applied to all development projects within the City and (ii) are not applied retroactively to any Development Approval issued before their adoption or amendment:

8.5.3.1 Uniform codes governing engineering and construction standards and specifications adopted by the City pursuant to state law. Such codes include, without limitation, the City's adopted version of the Uniform Administrative Code, California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, and California Fire Code;

8.5.3.2 Local amendments to those uniform codes which are adopted by the City pursuant to state law, provided they pertain exclusively to the preservation of life and safety; and

8.5.3.3 The City's standards and procedures regarding the granting of encroachment permits and the conveyance of rights and interests which provides for the use of or the entry upon public property.

8.5.4 Regulations which may be in conflict with this Agreement, but which are objectively required (and there are no available reasonable alternatives) to protect the public health and safety in the event of a sudden, unexpected occurrence involving a clear and imminent danger, and demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services within the immediate community. Such regulations must be a valid exercise of the City's police power and must be applied and construed so as to provide Owner, to the maximum extent possible, with the rights and assurances provided in this Agreement. To apply to the Property, such regulations must be adopted after a public hearing and must be based upon findings of necessity established by a preponderance of the evidence. Any regulations, including moratoria, enacted by City and imposed on the Property to protect the public health and safety in the circumstances described above shall toll the Term and any time periods for performance by Owner and City set forth in this Agreement;

8.5.5 The City's public improvement engineering ordinances, policies, rules, regulations and standards in effect at the time of the construction of the Public Facilities;

- 8.5.6 Owner shall be issued building permits for the Project after permit applications are reviewed and approved by City in the City's customary fashion for such review and approval;
- 8.5.7 The City Council may, concurrently with the approval of: (i) the zoning amendment; (ii) variance, or (iii) precise plan of development determine the specific number of Units which may be built as part of the Project, within the maximum number of Units allowed in the General Plan, and the range of Units allowed in the Zoning Code. Such determination shall not constitute an amendment to this Agreement.
- 8.6 Development Impact Fees. Except as otherwise expressly provided within this Agreement:
- 8.6.1 Owner shall pay only those City Development Impact Fees uniformly applied to all development projects within the City as of the Approval Date and/or permitted under this Agreement, including, without limitation, residential impact fees of One Thousand and Forty-Nine Dollars (\$1049.00) per Unit, and fees levied by the County or regional agencies other than the City, including, without limitation, any and all school impact fees.
- 8.7 County-Mandated Impact Fees. Nothing in this Agreement shall relieve Owner of the responsibility to pay any impact fees established by the County of Orange or associated with any County program and for which Owner is legally responsible. Owner shall pay any such fees the City is required to collect or otherwise collects on behalf of the County of Orange.
- 8.8 Adequacy of Required Infrastructure. Subject to the Reservation of Authority, the City acknowledges and agrees that there will be sufficient capacity to accommodate the Project in the infrastructure and services owned, operated, outsourced, controlled, and/or provided by the City, including, without limitation, traffic circulation, storm drainage, trash collection, and flood control. Where City renders or outsources such services or owns such infrastructure, City shall serve the Project and there shall be no restrictions placed upon Owner concerning hookups or service for the Project, except as provided in Exhibit "B" and for reasons beyond City's control. Notwithstanding the foregoing, City does not warrant the adequacy of and City shall not be responsible or liable for any infrastructure or services that are not owned, operated, outsourced, controlled, and/or provided by City.
- 8.9 Vested Rights Upon Termination. Termination of the Agreement shall not invalidate any Land Use Regulations or terminate any Subsequent Development Approvals obtained prior to the date of termination. Upon any termination of this Agreement, Owner's vested rights, if any, shall be

determined by this Agreement to the extent development has occurred hereunder, and as to the remainder of the Project, by state and federal statutes and case law and then current factual state of the Development. Subject to that determination of rights and all other applicable law, Owner's right to continue development of the Project pursuant to some or all of the Development Plan shall be subject to the ordinary exercise of the City's police power, including the adoption of a zoning change, or other Land Use Regulations applicable to the Property. Owner acknowledges that following termination of this Agreement, except as to any development that has vested, City may amend the general plan designation of the Property and/or the zoning designation applicable to the Property.

- 8.10 Staffing and Expedited Processing. City shall employ all lawful actions capable of being undertaken by City to (i) promptly receive and, when complete, accept all applications for Subsequent Development Approvals and related environmental analysis, if any (collectively, "Applications"), and (ii) expeditiously process and take action upon the Applications in accordance with applicable law. These actions will include, but are not limited to:

8.10.1 In order to expedite either the processing of Applications or the review and "plan-checking" of Owner's submittals, Owner may request the City to retain a consultant or other third party to supplement the work of City staff. Upon such request, the City shall inform Owner within twenty (20) days of the estimated cost of retaining such assistance. If Owner agrees in writing to pay the full cost of retaining such assistance within ten (10) days after the City informs Owner of that estimated cost, the City shall immediately retain the consultant or other third party to provide that assistance. Under such circumstances, the City shall continue to use its best efforts to undertake the most accelerated processing of the Applications which the law permits. The City may require Owner to tender deposits against the estimated cost of retaining such assistance, and may further require Owner to make periodic payments of the costs of retaining such assistance.

8.10.2 With respect to the "plan-checking" of Owner's submittals, the City, directly or through its consultant, shall complete the plan-checking process within thirty (30) days of receiving each plan check submittal from Owner.

- 8.11 Changes in Federal and State Law. The Property may be subject to subsequently enacted state or federal laws or regulations which preempt local regulations or mandate the adoption of local regulations that conflict with the Development Plan. Upon discovery of such a subsequently enacted federal or state law, City or Owner shall provide the other Party

with written notice, a copy of the state or federal law or regulation, and a written explanation of the legal or regulatory conflict created. Within ten (10) days thereafter, City and Owner shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation. In such negotiations, City and Owner agree to preserve the terms of this Agreement and the rights of Owner as derived from this Agreement to the maximum feasible extent while resolving the conflict. City agrees to cooperate with Owner in resolving the conflict in a manner which minimizes any financial impact of the conflict upon Owner. City also agrees to process, in the same expedited manner as set forth for Applications in Section 8.13, Owner's proposed changes to the Development Plan as needed to comply with such federal or state law, and to process those changes in accordance with City procedures. Any delays caused by such changes in state or federal law shall toll the term of this Agreement and the time periods for performance by Owner and City set forth in this Agreement.

- 8.12 Cooperation in Securing Other Governmental Approvals and Permits. City agrees to make its staff available, at Owner's cost, to assist Owner in securing permits and approvals required by other governmental agencies to assure Owner's ability to (i) implement the Development Plan and (ii) perform its obligations under this Agreement in a timely manner. City does not warrant or represent that any other governmental permits or approvals will be granted.
- 8.13 Compliance with CEQA. Where the California Environmental Quality Act requires that an environmental analysis be performed in connection with a future discretionary approval granted by the City for the Project, the City, consistent with Section 8.13, shall provide the cooperation needed to expeditiously complete those actions.
- 8.14 Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and provide that, subject to Section 8.19 below, Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment.
- 8.15 Refund of Fees. Within ninety (90) days after any termination of this Agreement, any Development Impact Fees or any other funds of any nature which have been paid by Owner to City in connection with the implementation of the Development Plan shall be refunded to Owner to

the extent that those fees were paid for any of the following, provided that no refund or reimbursement shall be required where the City has commenced construction of improvements paid for by such fees or funds, or where the City has committed such fees or funds through a binding agreement of any kind:

- Construction not yet started;
- Construction started, but not yet completed, provided that no refund or reimbursement shall be required for work for which the City is contractually obligated to pay; and
- Onsite or offsite mitigation for the impacts of construction described in the bullet points immediately above.

Any such refunds shall be limited to the actual amounts attributable to the development and/or construction not yet completed or vested at the time of termination.

9. PUBLIC BENEFITS.

9.1 Intent. This Agreement is entered into by the City in consideration of, and in exchange for, Owner's agreement to contribute to the development of the Public Facilities.

9.2 Public Benefits. Owner's Facilities Obligations are set forth in Exhibit "B."

10. ANNUAL REVIEW.

10.1 Timing of Annual Review. Pursuant to California Government Code Section 65865.1, at least once during every twelve (12) month period of the Term, City shall review the good faith compliance of Owner with the terms of this Agreement ("Annual Review").

10.2 Standards for Annual Review. During the Annual Review, Owner shall be required to demonstrate good faith compliance with the terms of this Agreement. "Good faith compliance" shall be established if Owner is in compliance with every term and condition of this Agreement. If the City Council or its designee finds and determines, based on substantial evidence, that Owner is not in good faith compliance, then City may proceed in accordance with Section 12 pertaining to the potential Default of Owner and the opportunities for cure. City shall establish and Owner shall pay a reasonable fee to cover the costs incurred by City in connection with the Annual Review.

10.3 Procedures for Annual Review. The Annual Review shall be conducted by the City Council or its designee. Owner shall be given a minimum of sixty (60) days' notice of any date scheduled for an Annual Review. Owner

shall not be limited in the information it presents to the City Council for the Annual Review and may, if needed, provide information to the City Council in the first instance at the City Council hearing on the Annual Review. Should the City Council designate a party other than itself to conduct the Annual Review, these same notice and procedural requirements shall apply to the conduct by the designee of the Annual Review.

- 10.4 Certificate of Compliance. At any time during any year that the City Council or its designee finds that Owner is not in Default under this Agreement, City shall, upon written request by Owner, provide Owner with a written certificate of good faith compliance within fifteen (15) days of City's receipt of that request.

11. THIRD PARTY LITIGATION.

- 11.1 General Plan Litigation. City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City's determination. Neither Owner nor City shall have any liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner to develop the Property as contemplated by the Development Plan or this Agreement, if such failure or inability is the result of a judicial determination that part or all of the General Plan is invalid, inadequate, or not in compliance with law.
- 11.2 Third Party Litigation Concerning Agreement. Owner shall, at Owner's expense, defend, indemnify, and hold City, its officers, employees and independent contractors engaged in project planning or implementation, harmless from any third-party claim, action or proceeding against City, its agents, officers or employees to attack, set aside, void, or annul the approval of this Agreement. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. City may in its discretion participate in the defense of any such claim, action or proceeding.
- 11.3 Indemnity. In addition to the provisions of Section 11.2, Owner shall indemnify and hold City, its officers, agents, employees and independent contractors, engaged in project planning or implementation, free and harmless from any third-party liability or claims based or alleged upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death (Owner's employees included) or any other element of damage of any kind or nature, relating to or arising from development of the Project, except for claims for damages arising through active negligence or willful misconduct of City, its officers, agents, employees and independent contractors. Owner shall defend, at Owner's expense, including attorneys' fees, City, its officers, agents, employees and independent contractors in

any legal action based upon such alleged acts or omissions of Owner. City may in its discretion participate in the defense of any such legal claim, action, or proceeding.

- 11.4 Environmental Contamination. Owner shall indemnify and hold City, its officers, agents, and employees free and harmless from any liability, based or alleged, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns, and independent contractors, resulting in any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action, or proceeding, but must assume its own costs in participating in the defense. Notwithstanding anything to the contrary set forth in this Section, Owner shall not be responsible for clean-up and removal of groundwater contamination migrating to or from an adjacent property not owned by Owner.
- 11.5 City to Approve Counsel; Conduct of Litigation. With respect to Sections 11.2 through 11.4, City reserves the right either (a) to approve the attorney(s) that Owner selects, hires, or otherwise engages to defend City, which approval shall not be unreasonably withheld or delayed, or (b) if Owner is not agreeable to City's disapproval of counsel, to conduct its own defense. If City elects to conduct its own defense, Owner shall reimburse City. To the extent that Owner does not timely pay its full share of attorneys fees and court costs, the City reserves the right to reduce or abandon its defense of any litigation. Owner shall have the right to audit all billings for such fees and expenses. City shall not have the right to approve counsel selected by Owner to represent Owner's interests in any litigation. In any joint defense between the City and Owner of matters arising under this Agreement, City shall cooperate fully with Owner's counsel. To the extent that Owner has failed to timely pay its full share of attorneys fees and court costs under this section, Owner shall be deemed to have waived any right to participate in the selection of counsel and/or be involved in establishing and implementing litigation strategy, and Owner's rights under this Agreement shall be suspended until Owner has fully reimbursed the City to make up a funding shortfall created by Owner's failure to timely pay.
- 11.6 Processing During Third Party Litigation. The filing of any third party lawsuit(s) against City or Owner relating to this Agreement, the General Plan, any Development Approvals, including Subsequent Development Approvals, or other development issues affecting the Property shall not delay or stop the development, processing, or construction of the Project,

approval of Subsequent Development Approvals, or issuance of "Ministerial Approvals," unless the third party obtains a court order preventing the activity or invalidating this Agreement or any provision thereof. City shall not stipulate to the issuance of any such order without Owner's prior written consent. For purposes of this Section, the term "Ministerial Approvals" shall mean the issuance of approvals or permits requiring the determination of conformance with Land Use Regulations and Development Approvals, including, without limitation, site plans, site development permits, area plans, design review, development plans, land use plans, grading plans, improvement plans, building plans and specifications, ministerial issuance or approval of one or more final maps, zoning clearances, grading permits, improvement permits, stormwater management plans, wall permits, building permits, lot line adjustments, conditional and temporary use permits, certificates of use and occupancy, approvals, entitlements, and related matters as may be necessary for the completion of the Project.

- 11.7 Survival. The provisions of Sections 11.1 through 11.7 inclusive, shall survive the termination, cancellation, or expiration of this Agreement.

12. DEFAULTS AND REMEDIES.

- 12.1 Major Default Defined. A Major Default, as defined in Section 5.17 of this Agreement, may establish cause for early termination of this Agreement. This provision does not limit the right of either Party to pursue other non-termination remedies permitted by this Section 12 for Minor Defaults.

- 12.2 Notice and Termination. Before either Party may declare a Major Default or termination of this Agreement or bring a legal action to terminate this Agreement, the procedures of this Section must be followed. In the case of a Major Default arising from the conduct of an Annual Review, the procedures of this Section shall be strictly followed and shall constitute a second and independent review of the good faith compliance of Owner.

The Party asserting a Default (the "Non-Defaulting Party") may elect to do so by providing written notice to the Party alleged to be in Default (the "Defaulting Party") setting forth the nature of the Default and the actions, if any, required by the Defaulting Party to cure the Default. The Defaulting Party shall be deemed in Default if the Defaulting Party fails to cure the Default within thirty (30) business days after the date of such notice (for monetary defaults) or within sixty business (60) days after the date of such notice (for non-monetary defaults) ("cure periods"). If the nature of the alleged Default is such that it cannot reasonably be cured within the applicable cure period, the Defaulting Party shall not be deemed to be in Default if it has commenced efforts to cure the Default within the applicable cure period and continues to diligently pursue completion of the cure.

- 12.3 Default Remedies. A Party who complies with the notice of Default and opportunity to cure requirements of Section 12.2 may, at its option, institute legal action to cure, correct, or remedy the alleged Default, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance, or pursue any other legal or equitable remedy. These remedies shall be cumulative rather than exclusive, except as otherwise provided by law.

Furthermore, the City, after first following the procedures set forth in Section 12.2, may give notice of its intent to terminate or modify this Agreement for an uncured Major Default, in which event the matter shall be scheduled for consideration and review by the City Council, using the notice and procedure provisions set forth in Section 10.3 for an Annual Review. The "preponderance of evidence" standard of review set forth in Section 12.4, however, shall be employed rather than the substantial evidence standard set forth in Section 10.2.

- 12.4 Standard of Review. Any determination by City that Owner is in Default shall be based on the preponderance of evidence before the City. In any legal action by Owner challenging the City's determination of Default, the court shall conduct a de novo review of Owner's compliance based on the administrative record and determine if the preponderance of evidence supports the City's determination.
- 12.5 Owner's and City's Exclusive Remedy. City and Owner acknowledge that neither City nor Owner would have entered into this Agreement if it were to be liable in damages under or with respect to all or any part of the Development Plan. Accordingly, except as stated below, neither Party shall sue the other for damages or monetary relief for any matter related to the Development Plan. City may, however, sue Owner for the payment of sums due from Owner to City under provisions of this Agreement which are expressly stated to survive termination of this Agreement. With these exceptions, Owner's and City's litigation remedies shall be limited to declaratory and injunctive relief, mandate, and specific performance.
- 12.6 Waiver; Remedies Cumulative. All waivers of performance must be in a writing signed by the Party granting the waiver. There are no implied waivers. Failure by City or Owner to insist upon the strict performance of any provision of this Agreement, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the right to demand strict compliance with this Agreement in the future.

A written waiver affects only the specific matter waived and defines the performance waived and the duration of the waiver. Unless expressly stated in a written waiver, future performance of the same or any other condition is not waived.

A Party who complies with the notice of Default and opportunity to cure requirements of Section 12.2, where applicable, and elects to pursue a legal or equitable remedy available under this Agreement does not waive its right to pursue any other remedy available under this Agreement, unless prohibited by statute, court rules, or judicial precedent.

Delays, tolling, and other actions arising under Section 14.10 shall not be considered waivers subject to this Section 12.6.

- 12.7 Alternative Dispute Resolution. Any dispute between the Parties may, upon the mutual agreement of the Parties, be submitted to mediation, binding arbitration, or any other mutually agreeable form of alternative dispute resolution. While an alternative dispute process is pending, the statute of limitation shall be tolled for any claim or cause of action which either of the Parties may have against the other.

13. ENCUMBRANCES, ASSIGNMENTS, AND RELEASES.

- 13.1 Discretion to Encumber. This Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering some or all of the Property or any improvement on the Property by any mortgage, deed of trust, or other security device to secure financing related to the Property or the Project.

- 13.2 Mortgagee Protection. City acknowledges that the Lender(s) providing financing secured by the Property and/or its improvements may require certain Agreement interpretations and modifications. City shall, at any time requested by Owner or the lender, meet with Owner and representatives of such lender(s) to negotiate in good faith any such interpretation or modification. City will not unreasonably withhold or delay its consent to any requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

13.2.1 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.

13.2.2 If City timely receives a request from a Mortgagee requesting a copy of any notice of Default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Default to Owner. The Mortgagee shall have the right, but not the

obligation, to cure the Default during the remaining cure period allowed Owner under Section 12.2 of this Agreement.

13.2.3 Except as otherwise provided within this Agreement, any Mortgagee who comes into possession of some or all of the Property pursuant to foreclosure of a mortgage or deed of trust, or deed in lieu of such foreclosure or otherwise, shall:

13.2.3.1 Take that property subject to the terms of this Agreement and as Owner's successor;

13.2.3.2 Have the rights and obligations of an Assignee as set forth in Sections 13.3 and 13.4;

13.2.3.3 Have the right to rely on the provisions of Section 8 of this Agreement, provided that any development proposed by the Mortgagee is in substantial conformance with the terms of this Agreement; and

13.2.3.4 Not be liable for any defaults, whether material or immaterial, or monetary obligations of Owner arising prior to acquisition of title to the Property by the Mortgagee, except that the Mortgagee may not pursue development pursuant to this Agreement until all delinquent and current fees and other monetary obligations due under this Agreement for the portions of the Property acquired by the Mortgagee have been paid to City.

13.3 Transfer or Assignment. Subject to Section 13.5, Owner shall have the right to sell, transfer, or assign its rights and obligations under this Agreement (collectively, an "Assignment") in connection with a transfer of Owner's interest in all, any portion of, or any interest in the Property (the "Transferred Property"). No Assignment shall be made unless made together with the sale, transfer, or assignment of all or any portion of Owner's interest in the Property.

Within fifteen (15) business days after any Assignment, Owner shall notify City in writing of the Assignment and provide City with an Assignment and Assumption Agreement, in a form substantially similar to Exhibit "C", executed by the purchaser, transferee, or assignee (collectively, the "Assignee") to expressly and unconditionally assume all duties and obligations of Owner under this Agreement remaining to be performed at the time of the Assignment.

13.4 Effect of Assignment. Subject to Section 13.5 and unless otherwise stated within the Assignment, upon an Assignment:

13.4.1 The Assignee shall be liable for the performance of all obligations of Owner with respect to Transferred Property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

13.4.2 The owner of the Retained Property shall be liable for the performance of all obligations of Owner with respect to the Retained Property, but shall have no further obligations with respect to the Transferred Property.

13.4.3 The Assignee's exercise, use, and enjoyment of the Transferred Property shall be subject to the terms of this Agreement to the same extent as if the Assignee were the Owner.

13.5 City's Consent. The City's consent shall not be required to an Assignment unless, at the time of the Assignment, Owner has been determined to be in Major Default pursuant to Section 12 and the Major Default has not been cured. If Owner is in Major Default, City shall consent to any Assignment which provides adequate security to City, in the reasonable exercise of City's discretion, to guarantee the cure of the Major Default upon completion of the Assignment.

14. MISCELLANEOUS PROVISIONS.

14.1 Rules of Construction. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

14.2 Entire Agreement. This Agreement constitutes the entire understanding and agreement of City and Owner with respect to the matters set forth in this Agreement. This Agreement supersedes all negotiations or previous agreements between City and Owner respecting the subject matter of this Agreement including, without limitation, the Original City Agreement.

14.3 Recorded Statement Upon Termination. Upon the completion of performance of this Agreement or its cancellation or termination, a statement evidencing completion, cancellation, or termination signed by the appropriate agents of City, shall be recorded in the Official Records of Orange County, California.

14.4 Project as a Private Undertaking. It is specifically understood by City and Owner that (i) the Project is a private development; (ii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iii) Owner shall have the full power and exclusive control of the Property, subject to the obligations of Owner set forth in this Agreement.

14.5 Incorporation of Recitals. Each of the Recitals set forth at the beginning of this Agreement are part of this Agreement.

- 14.6 Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify, or aid in the interpretation, construction, or meaning of any of the provisions of this Agreement.
- 14.7 Consent. Where the consent or approval of City or Owner is needed to implement Development under this Agreement, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.
- 14.8 Covenant of Cooperation. City and Owner shall cooperate and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement.
- 14.9 Execution and Recording. The City Clerk shall cause a copy of this Agreement to be signed by the appropriate representatives of the City and recorded with the Office of the County Recorder of Orange County, California, within ten (10) days following the effective date of Ordinance No. 1054, the ordinance adopting this Agreement. The failure of the City to sign and/or record this Agreement shall not affect the validity of and binding obligations set forth within this Agreement.
- 14.10 Delay for Events Beyond the Parties' Control. Performance by either Party of its obligations under this Agreement shall be excused, and the Term shall be extended, for periods equal to the time during which (1) litigation is pending which challenges any matter, including compliance with CEQA or any other local, state, or federal law, related in any way to the approval or implementation of all or any part of the Development Plan. Any such extension shall be equal to the time between the filing of litigation, on the one hand, and the entry of final judgment or dismissal, on the other. All such extensions shall be cumulative; (2) any application by Owner for state or federal regulatory permits and/or approvals required for the Project has been pending more than one year after its submittal; or (3) a delay is caused by reason of any event beyond the control of City or Owner which prevents or delays performance by City or Owner of obligations under this Agreement. Such events shall include, by way of example and not limitation, acts of nature, enactment of new conflicting federal or state laws or regulations (example: listing of a species as threatened or endangered), judicial actions such as the issuance of restraining orders and injunctions, and riots, strikes, or damage to work in process by reason of fire, mud, rain, floods, earthquake, or other such casualties.

If City or Owner seeks excuse from performance, it shall provide written notice of such delay to the other within thirty (30) days of the commencement of such delay. If the delay or default, whether material or immaterial, is beyond the control of City or Owner it shall be excused, and an extension of time for such cause shall be granted in writing for the

period of the enforced delay, or longer as may be mutually agreed upon. Any disagreement between the Parties with respect to whether this Section 14.10 applies to a particular delay or default is subject to the filing by either Party of an action for judicial review of the matter, including requests for declaratory and/or injunctive relief.

14.11 Interpretation and Governing Law. In any dispute regarding this Agreement, the Agreement shall be governed and interpreted in accordance with the laws of the State of California. Venue for any litigation concerning this Agreement shall be in Orange County, California.

14.12 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

14.13 Estoppel Certificate. Within ten (10) business days following a written request by either of the Parties, the other Party shall execute and deliver to the requesting Party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured Major Defaults under this Agreement or that the responding Party alleges that specified (date and nature) Major Defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Party and that there are no uncured Major Defaults in the performance of the requesting Party, except as may be represented by the requesting Party. Owner shall pay to City all reasonable administrative costs incurred by City in connection with the issuance of estoppel certificates under this Section 14.13 prior to City's issuance of such certificates.

14.14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

14.15 Future Litigation Expenses.

14.15.1 Payment to Prevailing Party. If either Party brings a legal or equitable proceeding against the other Party which arises in any way out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and all other reasonable costs and expenses incurred in that proceeding.

14.15.2 Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and in any post-judgment proceedings to collect or enforce the judgment. This provision is

separate and several and shall survive the termination of this Agreement.

14.15.3 Limitation of Liability. Owner's obligations under this Agreement are solely those of Owner. In no event shall any present, past or future officer, director, shareholder, member, employee, partner, affiliate, manager, representative or agent of Owner (a "Related Party") have any personal liability, directly or indirectly, under this Agreement. Recourse in any way connected with or arising from this Agreement shall not be available against any Related Party.

Owner and City have executed this Agreement on the dates set forth below.

CITY

OWNER

City of Stanton, a California municipal corporation

Stanton Assisted Living, LLC, a California limited liability company

By: _____
Brian Donahue
Mayor

By: _____
Allen Othman
Its: Managing Member

Date:

Date:

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 2016, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(seal)

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 2016, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(seal)

EXHIBIT "A"

LEGAL DESCRIPTION

APN: 131-483-02

SEC 36 T 4 R 11 S 110 FT W 330.12 FT N1/2 NW1/4 SW1/4 NW1/4 -EX SW LY TRI
ANG 20 FT TO ST & E 130 FT & POR TO CHANNEL AS PER

APN: 131-483-01

S TWP 4 RGE 11 SEC 36 SEC 36 T 4 R 11 POR NW1/4

APN: 131-483-03

S TWP 4 RGE 11 SEC 36 T4S R11W SEC 36 POR OF NW

EXHIBIT "B"¹
PUBLIC BENEFITS

A. Intent. In addition to complying with the Project conditions of approval which are designed to mitigate the significant environmental impacts of the Project, Owner has committed by this Agreement to provide certain "Public Benefits." The Parties acknowledge and agree that this Agreement confers substantial private benefits on Owner that should be balanced by commensurate Public Benefits. Accordingly, the Parties intend to provide consideration to the public to balance the private benefits conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

B. Neighborhood Parks. Owner shall be responsible, at its sole cost, for designing, securing any and all permits and approvals, including, without limitation, environmental clearance, and constructing and delivering to the City park improvements for the public park located at 7972 Orangewood Avenue in the City of Stanton ("Park Improvements"), which is legally described as, "N TR 2544 BLK, LOT 34." Such Park Improvement obligations shall be performed in lieu of any State or local requirement for parkland dedication or park in-lieu fees.

(1) Indemnification. In addition to any indemnification provided for in this Agreement, Owner shall indemnify and hold City, its officers, agents, employees and independent contractors, engaged in project planning or implementation, free and harmless from any third-party liability or claims based or alleged upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death (Owner's employees included) or any other element of damage of any kind or nature, relating to or arising from development of the Park Improvements, except for claims for damages arising through active negligence or willful misconduct of City, its officers, agents, employees and independent contractors. Moreover, Owner shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with any prevailing wage laws that may apply to the design and/or construction of the Park Improvements. Owner shall defend, at Owner's expense, including attorneys' fees, City, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions of Owner. City may in its discretion participate in the defense of any such legal claim, action, or proceeding.

(2) Park Improvements. The Park Improvements shall, at a minimum, include the following:

- a. A walkway from the residential neighborhood southwest of the park that terminates at Stanton Avenue, through the parkland, to the bus stop located on Beach Boulevard, south of the park.

¹ Capitalized terms used in this Exhibit "B" shall have the same meaning as those terms are given in the body of this Agreement.

- b. Permanent seating walls
- c. A redesign and rebuild of the screening structure for the water pumping station
- d. The installation of new lighting for safety during the evening hours
- e. The installation of a new irrigation system to be in compliance with the City's water efficient landscape ordinance
- f. The installation of new water efficient landscape materials to be in compliance with the City's water efficient landscape ordinance
- g. Design treatments to be consistent with the Stanton Plaza design, including but not limited to:
 - i. Stonework, archway design
 - ii. Large potted planting containers
 - iii. Stamped concrete walkways
 - iv. Trees installed a minimum 36" box in size
 - v. Shrubs installed at a minimum 5 gallons
 - vi. Ground cover

(3) Timeframe for Park Improvements. Owner shall meet the following schedule for the Park Improvements:

- a. Design Concept completed. The design of the Park Improvements shall be completed and approved by the City Council prior to issuance of building permits (specifically grading permits) for the Project. Such City Council approval includes the City Council's approval of Park Improvement materials. Notwithstanding anything to the contrary in this Agreement, and including, without limitation, the provisions of Section 12, the City may, in its sole and absolute discretion, withhold the issuance of any and all building permits for Owner's Project unless and until the City Council approves Owner's completed design of the Park Improvements (including materials used), which design approval shall not be unreasonably withheld by the City Council.
- b. Construction documents completed. Within six (6) months of the City Council's design approval of the Park Improvements, Owner shall submit complete construction documents to the City for review and permit plan check. The City shall have the sole and absolute discretion to determine whether the submission of construction documents is complete.
- c. Permits. Within six (6) months of Owner's submittal of complete construction documents for City review and plan check, Owner shall obtain any and all required local, City, State, and federal permits associated with the Park Improvements.
- d. Construction completed. Within six (6) months of the issuance of the City's issuance of building permits for the Park Improvements,

but no later than January 1, 2019, Owner shall complete the Park Improvements' construction and deliver such completed Park Improvements to the City. As used in this Section B(3)(d) and B(5), "completion" shall be all final inspections and final approvals of the Park Improvements by the City, County, and any and all other applicable governmental and quasi-governmental entities or agencies and utility providers have been obtained as necessary and the City Council has taken action to accept the Park Improvements. The City shall have the sole and absolute discretion to determine whether such Park Improvements' construction is complete.

- (4) Park Improvement Costs. The Owner's Park Improvement obligations shall be solely performed by Owner at the Owner's sole cost, including, without limitation, the Park Improvements' design, permitting, construction, and any and all other related costs, per the plans and specifications approved by the City Council.
- (5) Final Approval of Project Contingent on City's Final Approval of Park Improvements. The Project shall not be finalized by the City, and the City shall not release gas for the Project until the Park Improvements have been constructed in accordance with this Agreement and the Park Improvements are complete.
- (6) Payment of In-Lieu Fees. Notwithstanding Section B(5), should the Owner fail to deliver the Park Improvements to the City in the manner and schedule provided in this Agreement, City may, in its sole and absolute discretion, declare Owner to be in Major Default and exercise its remedies under Section 12, or require that Owner pay to the City in-lieu fees ("Fees") to satisfy its Public Benefit obligations. If City exercises its option to collect Fees, the Parties agree that the Fees shall be a total of Six Hundred and Forty Two Thousand and Three Hundred and Twelve Dollars (\$642,312). Upon Owner's payment in full of the Fees, the City shall final the Project, if it is complete, in the City's sole and absolute discretion, and release gas for the Project. Owner's failure to pay the Fees in full, as required under this subsection B(2)(6) shall be a Major Default of this Agreement.

EXHIBIT "C"

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT BETWEEN CITY OF STANTON AND

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT BETWEEN CITY OF STANTON AND _____ ("**Assignment**") is made as of the ____ day of _____, 20__ ("**Effective Date**"), by and among [ENTITY] ("**[ENTITY]**") a [LEGAL DESIGNATION] and _____ ("**Assignee**") with reference to the following facts:

RECITALS

A. [ENTITY] has entered into that certain Development Agreement, dated _____, 20__ by and between the City of Stanton ("**City**"), on the one hand, and [ENTITY], on the other hand ("**Agreement**") for certain real property consisting of approximately _____ acres of land located in the City, more particularly described in Exhibit "A" ("**Property**").

B. [ENTITY] desires to assign and delegate, and Assignee desires to accept and assume, all of [ENTITY'S] rights and obligations under the Agreement in accordance with the terms and conditions set forth herein.

C. City has approved the Assignment in accordance with the terms and conditions set forth herein and in the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [ENTITY] and Assignee do hereby agree as follows:

1. Assignment and Assumption. Effective as of the Effective Date, [ENTITY] hereby assigns, transfers, and conveys to Assignee all of [ENTITY'S] rights, interest, duties, liabilities, and obligations in, to, and under the Agreement, and Assignee hereby accepts and assumes all such rights, interests, duties, liabilities, and obligations under the Agreement from [ENTITY] for [the Property or a portion of the Property] ("**Assigned Property**"), except to the extent [ENTITY] has retained a portion of the Property (the "**Retained Property**").

2. City Consent to Assignment. Effective as of the Effective Date, City hereby consents to the Assignment and hereby fully releases and forever discharges

[ENTITY] from any and all obligations to City under the Agreement for the Assigned Property, [except [ENTITY'S] obligations with respect to the Retained Property].

3. Entire Agreement. This Agreement represents the final and entire agreement between the parties in connection with the subject matter hereof, and may not be modified except by a written agreement signed by both [ENTITY] and Assignee.

4. Governing Law. This Agreement has been prepared, negotiated, and executed in, and shall be construed in accordance with, the laws of the State of California, without regard to conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[ENTITY]:

[ENTITY]
a [LEGAL DESIGNATION]

By: _____
Name:
Its:

Assignee:

By: _____
Name:
Its:

City:

City of Stanton,
a California Municipal Corporation

By: _____
Name:
Its: