



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, OCTOBER 11, 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, OCTOBER 10, 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](http://www.ci.stanton.ca.us).*

1. **CLOSED SESSION (6:00 PM)**
2. **ROLL CALL**
  - Council Member Ethans
  - Council Member Ramirez
  - Council Member Shawver
  - Mayor Pro Tem Warren
  - Mayor Donahue
3. **PUBLIC COMMENT ON CLOSED SESSION ITEMS**

*Closed Session may convene to consider matters of purchase / sale of real property (G.C. §54956.8), pending litigation (G.C. §54956.9(a)), potential litigation (G.C. §54956.9(b)) or personnel items (G.C. §54957.6). Records not available for public inspection.*

**4. CLOSED SESSION**

**4A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**  
**Significant exposure to litigation pursuant to Government Code Section 54956.9**  
**(d) (2)**

Number of Potential Cases: 1

**5. CALL TO ORDER / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**

**6. ROLL CALL** Agency/Authority Member Ethans  
Agency/Authority Member Ramirez  
Agency/Authority Member Shawver  
Vice Chairperson Warren  
Mayor/Chairman Donahue

**7. PLEDGE OF ALLEGIANCE**

**8. SPECIAL PRESENTATIONS AND AWARDS**

**8A.** Presentation of Certificate of Recognition honoring the Boys and Girls Club of Stanton as Volunteer organization of the Month for the month of October 2016.

**8B.** Presentation of Certificate of Recognition honoring Orange County Fire Authority Station No. 46, the American Red Cross, West County CERT, and community volunteers for their time and efforts with the Smoke Alarm Outreach event, held at the Fernwood Mobile Home Park.

## **9. 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**

#### **9A. 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.

#### **9B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated September 20, 2016 and September 29, 2016, in the amount of \$1,135,582.86.

#### **9C. APPROVAL OF MINUTES**

City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – September 27, 2016.

#### **9D. APPROVAL OF NON-CORPORATE RESOLUTION WITH MULTI-BANK SECURITIES**

Multi-Bank Securities (“MBS”) is an authorized provider of investment services for the City of Stanton. A non-corporate resolution form is required to be completed before investments may be purchased through MBS. Resolution 2016-41 authorizes the City Manager or designee to certify the MBS non-corporate resolution form.

##### **RECOMMENDED ACTION:**

1. City Council find 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

CC/SA/SHA AGENDA – Joint Regular Meeting – October 11, 2016 - Page 3

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 and online at [www.ci.stanton.ca.us](http://www.ci.stanton.ca.us).

2. Adopt Resolution No. 2016-41 authorizing the City Manager or designee to sign Section II. Certification of the MBS Non-Corporate Resolution Form, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A NON-CORPORATE RESOLUTION FORM WITH MULTI-BANK SECURITIES, INC.”**

**9E. AWARD OF A CONSTRUCTION CONTRACT FOR RUBBERIZED PLAYGROUND SURFACE REHABILITATION AT HOLLENBECK PARK BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The bids for the Rubberized Playground Surface Rehabilitation at Hollenbeck Park were due on October 3, 2016. Only one bid was received from Gotham Poured Rubber Corporation (Gotham) in the amount of \$68,340.79. Staff recommends the City Council award the contract for the proposed services to Gotham. Staff proposes allocating \$75,175 for the project which includes a 10-percent contingency.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Award a construction contract for the Rubberized Playground Surface Rehabilitation at Hollenbeck Park Project to Gotham Poured Rubber Corporation, for the amount of \$68,340.79; and
3. Authorize the City Manager to bind the City of Stanton and Gotham Poured Rubber Corporation in a contract for the construction of the Rubberized Playground Surface Rehabilitation at Hollenbeck Park Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent; and
5. Authorize Budget Adjustment #2017-06 to appropriate \$80,000 for a new rubberized surface at Hollenbeck Park by transferring budgeted funds for the City Hall Plaza Improvements.

## **9F. CONTRACT EXTENSION FOR CIVILSOURCE, INC.**

Request is the authorization to allow the City Manager to extend the professional services agreement with Civilsource, Inc. to continue providing contract engineering services for the Public Works Department.

### **RECOMMENDED ACTION:**

1. City Council declare 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. Approve the contract amendment for CivilSource, Inc.; and
3. Authorize the City Manager to bind the City of Stanton and CivilSource, Inc. in a contract to continue providing contract engineering services for the Public Works Department.

### **END OF CONSENT CALENDAR**

## **10. PUBLIC HEARINGS**

### **10A. CONSIDERATION OF AN ORDINANCE AMENDING TITLE 20 OF THE MUNICIPAL CODE TO REGULATE THE PERSONAL, MEDICAL, AND COMMERCIAL USE OF MARIJUANA AND TO REPEAL CHAPTER 9.38, WHICH PROHIBITS MEDICAL MARIJUANA DISPENSARIES**

In January 2016, the City adopted ordinances to ban marijuana dispensaries, cultivation, and delivery services, as permitted by the Medical Marijuana Regulation and Safety Act of 2015 ("MMRSA"). On June 28, 2016, the Secretary of State certified Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") for the November 8, 2016 ballot.

AUMA would immediately legalize possession, transport, purchase, use, and transfer of recreational marijuana for individuals 21 years of age or older. Under AUMA, adults could possess up to 28.5 grams of marijuana; up to 8 grams of marijuana in the form of concentrated cannabis, which may be present in marijuana products such as edibles; and up to six living marijuana plants and any marijuana produced by those plants. AUMA would also legalize the cultivation of marijuana, marijuana delivery services, and recreational marijuana retail services. Some of AUMA's provisions would take effect on November 9, 2016 if it passes.

CC/SA/SHA AGENDA – Joint Regular Meeting – October 11, 2016 - Page 5

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 and online at [www.ci.stanton.ca.us](http://www.ci.stanton.ca.us).

Like MMRSA, AUMA allows for local control of marijuana uses with one exception. While MMRSA allows cities to ban all indoor cultivation, AUMA would require that cities allow limited private residential indoor cultivation and storage.

The City Council is now asked to consider an Ordinance that amends the City's zoning ordinance, contingent on AUMA's passage, to rescind the ban on all private residential cultivation to comply with the new state law allowing individuals to have six living marijuana plants and the marijuana produced by those plants in their homes ("limited home cultivation"). The Ordinance prescribes a City permitting system to reasonably regulate the state-allowed limited home cultivation.

**RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Declare that the project is not subject to CEQA in accordance with 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
3. Conduct first reading of Ordinance No. 1060 entitled:

**"AN ORDINANCE AMENDING TITLE 20 OF THE MUNICIPAL CODE TO REGULATE THE PERSONAL, MEDICAL, AND COMMERCIAL USE OF MARIJUANA AND TO REPEAL CHAPTER 9.38, WHICH PROHIBITS MEDICAL MARIJUANA DISPENSARIES"; and**

4. Set said ordinance for adoption at the regular City Council meeting of October 25, 2016 meeting.

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

## **10B. AMENDMENT TO THE STANTON PLAZA SPECIFIC PLAN**

Over the last decade, the City has worked to pursue the vision for Stanton Plaza as identified in the 2005 plan amendment. However, the market demand for this type of development at this site has never materialized. As a result, the Specific Plan is proposed to be amended to allow for a range of neighborhood- and corridor-serving commercial uses on the site. Before Council for consideration is an amendment to the Stanton Plaza Specific Plan, and an Addendum to the previously certified Environmental Impact Report.

### **RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Adopt Resolution No. 2016-40 – Certifying an Addendum to the Environmental Impact Report (SCH #2004071165) for an Amendment of the Stanton Plaza Specific Plan and Making Findings in Support Thereof, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ADOPTING AN EIR ADDENDUM FOR AN AMENDMENT TO THE STANTON PLAZA SPECIFIC PLAN”; and**

3. Conduct first reading of Ordinance No. 1059 entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING AN AMENDMENT TO THE STANTON PLAZA SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF”;  
and**

4. Set said ordinance for adoption at the regular City Council meeting of October 25, 2016 meeting.

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

**11. UNFINISHED BUSINESS                      None.**

**12. NEW BUSINESS**

**12A. CONSIDERATION OF A RESOLUTION APPROVING THE AGREEMENT AFFECTING REAL PROPERTY WITH FRONTIER REAL ESTATE INVESTMENTS INC. FOR ELEVEN PROPERTIES LOCATED AT 11382, 11430 AND 11462 BEACH BOULEVARD**

The Successor Agency to the Stanton Redevelopment Agency ("Successor Agency") previously entered into a purchase and sale agreement ("PSA") to sell eleven properties located at 11382, 11430 and 11462 Beach Boulevard ("Properties") to Frontier Real Estate Investments Inc. ("Frontier") for \$2,100,000.00. As a condition to the close of escrow under the PSA, Frontier and the City have negotiated an Agreement Affecting Real Property ("Agreement") regarding the development of the Properties.

**RECOMMENDED ACTION:**

1. City Council declare that the proposed development of the Properties pursuant to the Agreement is consistent with the adopted Project EIR approved for the Stanton Plaza Specific Plan and direct staff to file the notice of determination; and
2. Approve Resolution No. 2016-39 approving the Agreement Affecting Real Property for the development by Frontier Real Estate Investments, Inc. of the Properties identified by APN Nos. 131-691-49, 50, 51, 58, 59, 60, 61, 62, 63, 64, and 65, entitled:

**"A RESOLUTION OF CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING AN AGREEMENT AFFECTING REAL PROPERTY WITH FRONTIER REAL ESTATE INVESTMENTS INC. FOR ELEVEN PROPERTIES LOCATED AT 11382, 11430 AND 11462 BEACH BOULEVARD"; and**

3. Authorize the City Manager to execute the necessary documents and take all actions reasonably necessary to ensure completion of the development of Properties in accordance with the Agreement.

### **13. 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.

### **14. WRITTEN COMMUNICATIONS                      None.**

### **15. MAYOR/CHAIRMAN COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS**

#### **15A. 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.

#### **15B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING**

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

**15C. 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.

**15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE POSSIBILITY OF CHARTER COMMUNICATIONS INSTALLING A WIFI HOTSPOT AT STANTON CENTRAL PARK**

At the September 27, 2016 City Council meeting, Mayor Donahue requested that this item be agendaized for discussion.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

**16. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL**

**17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

**17A. ORANGE COUNTY SHERIFF'S DEPARTMENT**

At this time the Orange County Sheriff's Department will provide the City Council with an update on their current operations.

**18. 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 6<sup>th</sup> day of October, 2016.

s/ Patricia A. Vazquez, City Clerk/Secretary

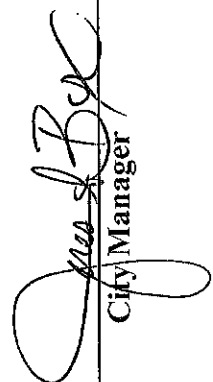
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**CITY OF STANTON  
ACCOUNTS PAYABLE REGISTER**


September 20, 2016	\$1,042,596.30
September 29, 2016	\$92,986.56

\$1,135,582.86
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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

# DRAFT

## MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING SEPTEMBER 27, 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 / Chairman Donahue.

3. **PLEDGE OF ALLEGIANCE**

Led by Mr. James A. Box, City Manager.

4. **ROLL CALL**

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

Absent: None.

Excused: None.

5. **SPECIAL PRESENTATIONS AND AWARDS**

5A. The City Council presented a Certificate of Recognition honoring Sergeant Stephen Torres, Orange County Sheriff's Department on his retirement and his outstanding and dedicated service to the City of Stanton.

- Lieutenant Sean Howell presented an award on behalf of the Orange County Sheriff's Department to Sergeant Stephen Torres in honor of his outstanding and dedicated service to the Orange County Sheriff's Department.

5B. Presentation by Dr. Brad Fieldhouse, City Net; sharing their mission with the City Council and providing an update on their current operations.

5C. The City Council presented a proclamation to Division Chief Dave Steffen, Orange County Fire Authority and declared the week of October 9-16, 2016, as Fire Prevention Week (*"Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years,"*) in the City of Stanton.

## **DRAFT**

### **6. CONSENT CALENDAR**

Motion/Second: Ethans/Ramirez

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

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

### **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 September 8, 2016 and September 15, 2016 in the amount of \$1,086,115.28.

#### **6C. APPROVAL OF MINUTES**

1. The City Council approved Minutes of Special Meeting – September 13, 2016; and
2. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – September 13, 2016.

## **DRAFT**

### **6D. AUGUST 2016 INVESTMENT REPORT**

The Investment Report as of August 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 August 2016.

### **6E. AUGUST 2016 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of August 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 August 2016.

### **6F. LEASE AGREEMENT WITH FERNWOOD MOBILE HOME PARK, LP FOR ADDITIONAL PARKING FOR STANTON CENTRAL PARK**

Stanton Central Park was designed to have 125 parking stalls. On weekdays this amount of stalls is generally adequate, but on weekends and during special events all available spots are often filled and additional parking is needed. Staff has been working with the management of the Fernwood Mobile Home Park, LP (Fernwood) to come to an agreement to lease approximately one acre of adjacent land to provide an additional 85 parking stalls.

1. The City Council declared that in accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3); and
2. Authorized the City Manager to execute the attached agreement (Lease Agreement by and Between the City of Stanton and Fernwood Mobile Home Park, LP) for the leasing of property owned by the Fernwood Mobile Home Park, LP for parking for Stanton Central Park.

## **DRAFT**

### **6G. CARRYOVER PURCHASE ORDERS FROM FY 2015-16 TO FY 2016-17**

At each fiscal year end, City staff reviews remaining unspent budget appropriations at the end of the year to determine if any encumbered purchase orders should be carried forward from one fiscal year to the next. This report requests the carryover of 6 open purchase orders from FY 2015/16 to FY 2016/17, totaling \$530,297.52.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a director reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 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. Adopted Resolution No. 2016-36 approving the carryover of certain purchase orders from fiscal year 2015/16 to fiscal year 2016/17 entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE CARRYOVER OF CERTAIN APPROPRIATIONS FROM FY 2015/16 TO FY 2016/17".**

### **END OF CONSENT CALENDAR**

### **7. PUBLIC HEARINGS**

#### **7A. PUBLIC HEARING TO CONSIDER PRECISE PLAN OF DEVELOPMENT PPD-775 AND TENTATIVE TRACT MAP TM15-03 TO SUBDIVIDE A 1.126 ACRE SITE AND CONSTRUCT 11 SINGLE-FAMILY DETACHED CONDOMINIUMS, A PRIVATE STREET, AND COMMON OPEN SPACE FOR THE PROPERTIES LOCATED AT 8101 AND 8111 CATHERINE AVENUE IN THE RM (MEDIUM DENSITY RESIDENTIAL) ZONE**

A public hearing to consider demolition of two single family homes and construct 11 single-family detached condominiums with four parking spaces per unit, plus guest parking, open space and a private street on a 48,500 square foot site. Under consideration is Precise Plan of Development PPD-775 and Tentative Tract Map TM15-03.

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

## DRAFT

The public hearing was opened.

- Mr. Steve Sarkis spoke in favor of the proposed project and commented on the current parking issues Briarwood Street.
- Mr. Hien Nguyen questioned if the City planned on paving the current "dirt strip" located along a portion of Catherine Avenue as part of the proposed project.

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

Motion/Second: Ethans/Warren

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council conducted a public hearing; and
2. Declared that the project is categorically exempt per the California Environmental Quality Act (CEQA), under Section 15332, Class 32 (In-Fill Development Projects); and
3. Adopted Resolution No. 2016-37 approving Precise Plan of Development PPD-775, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING PRECISE PLAN OF DEVELOPMENT PPD-775 FOR A RESIDENTIAL SUBDIVISION INCLUDING 11 SINGLE-FAMILY DETACHED CONDOMINIUMS WITH COMMON AND PRIVATE OPEN SPACE ON TWO LEGAL PARCELS WITH A COMBINED AREA OF 1.126 ACRES LOCATED AT 8101 AND 8111 CATHERINE AVE. IN THE RM (MEDIUM DENSITY RESIDENTIAL) ZONE"; and**

4. Adopted Resolution No. 2016-38 approving Tentative Tract Map TM15-03, subject to Conditions of Approval contained therein, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING TENTATIVE TRACT MAP 17986 (TM 15-03) TO SUBDIVIDE TWO LEGAL PARCELS (1.126 ACRES) FOR CONDOMINIUM PUROPOSES FOR THE DEVELOPMENT OF 11 SINGLE-FAMILY DETACHED CONDOMINIUMS WITH COMMON AND PRIVATE OPEN SPACE AND PRIVATE DRIVE AISLES AND PARKING (PRECISE PLAN OF DEVELOPMENT PPD-775) AT 8101 AND 8111 CATHERINE AVENUE IN THE RM (MEDIUM DENSITY RESIDENTIAL) ZONE".**

## **DRAFT**

8. **UNFINISHED BUSINESS** None.

9. **NEW BUSINESS**

9A. **UPDATED ELECTIONS CODE 9212 REPORT AND FIVE-YEAR FINANCIAL PROJECTIONS ALTERNATIVE BUDGET**

On November 10, 2015, the City Council received an Elections Code 9212 Impact Report ("Impact Report") from staff that provided an impartial and informational report pursuant to Elections Code 9212 regarding a measure that would repeal the City's local voter-approved transactions and use (sales) tax in its entirety. With much more financial information available almost one year later, the repeal measure ("Measure QQ") impact report is being updated "(Updated Impact Report)". In addition, this report includes a Five-Year Financial Projections Alternative Budget that would be necessary if Measure QQ were approved.

Staff report by Mr. Stephen M. Parker, Administrative Services Director.

Motion/Second: Ethans/Ramirez

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to 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. Received and filed the Updated Elections Code 9212 Impact Report; and
3. Received and filed the Five-Year Financial Projections Alternative Budget.

## **DRAFT**

### **10. ORAL COMMUNICATIONS – PUBLIC**

- Mr. Bob Lewis, Stanton, spoke regarding his concerns with fireworks.

### **11. WRITTEN COMMUNICATIONS                      None.**

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

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

- Council Member Ethans reported on the Orange County Vector Control District's West Nile Virus and Zika Virus alerts and cases within the City and County of Orange.
- Council Member Ramirez reported on his successful crop of pumpkins this season and announced that 700 pumpkins have been harvested and donated to the City's 2016 Halloween Fun with Family and Friends event.
- Council Member Shawver reported on the Smoke Alarm Outreach event, held at the Fernwood Mobile Home Park, sponsored by the Orange County Fire Authority in partnership with the City of Stanton, American Red Cross, Kidde, West County CERT, and community volunteers, which was held on September 24, 2016.

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

Mayor Donahue requested to agendaize discussion regarding Charter Communications request to place a hotspot (WIFI) in Stanton Central Park, at no cost to the City; so that park guests have access to free WIFI while visiting the park.

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

None.

#### **12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE POSSIBILITY OF ORGANIZING A CITYWIDE CLEAN-UP EVENT**

At the September 13, 2016 City Council meeting, Council Member Ramirez requested that this item be agendaized for discussion.

Presentation by Council Member Ramirez.

The City Council directed staff to work with CR&R in organizing a citywide clean-up event.

## **DRAFT**

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

None.

### **14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

- City Manager James A. Box congratulated Ms. Julie S. Roman, Community Services Director and her department staff for a well published Fall/Winter 2016 Community Brochure.
- City Manager James A. Box spoke regarding the City's "e-mail blast" which reports on City news and events and is sent out to any interested subscriber (resident and/or interested persons). City Manager Box also encouraged all residents to subscribe to the City's "e-mail blast" to keep informed on City news and upcoming events.
- City Manager James A. Box spoke regarding the upcoming Association of California Cities-Orange County's Infrastructure Tour Series: Stanton Central Park, which is scheduled to be held on September 30, 2016 at 10:00 a.m.

### **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.

- Division Chief Dave Steffen provided the City Council with an update on their current operations.
  - Division Chief Dave Steffen also reported that during the Smoke Alarm Outreach event held at the Fernwood Mobile Home Park, 216 smoke alarms were installed in 69 homes, 38 carbon monoxide detectors were installed in 69 homes, and 69 home escape plans were completed by residents.

### **15. ADJOURNMENT** Motion/Second: Donahue/ Motion carried at 7:50 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:** October 11, 2016

**SUBJECT: APPROVAL OF NON-CORPORATE RESOLUTION WITH MULTI-BANK SECURITIES**

### **REPORT IN BRIEF:**

Multi-Bank Securities ("MBS") is an authorized provider of investment services for the City of Stanton. A non-corporate resolution form is required to be completed before investments may be purchased through MBS. Resolution 2016-41 authorizes the City Manager or designee to certify the MBS non-corporate resolution form.

### **RECOMMENDED ACTION:**

1. That City Council find 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).
2. That City Council adopt Resolution No. 2016-41 authorizing the City Manager or designee to sign Section II. Certification of the MBS Non-Corporate Resolution Form.

### **ANALYSIS/JUSTIFICATION:**

The Administrative Services Director as Finance Director and City Treasurer is authorized to invest the City's surplus funds. MBS has been authorized as an investment broker by the City through a process of due diligence. At this time, a Non-Corporate Resolution Form is required to be completed before the City Treasurer is able to purchase investments through MBS.

Resolution No. 2016-41 would authorize the City Manager or designee to sign Section II. Certification of the MBS Non-Corporate Resolution Form.

**FISCAL IMPACT:**

There will be no fiscal impact. Investments with Multi-Bank Securities would be similar to those with other approved brokers.

**ENVIRONMENTAL IMPACT:**

Not applicable.

**LEGAL REVIEW:**

Reviewed and approved.

**PUBLIC NOTIFICATION:**

Through publication and posting of public hearing notices and the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

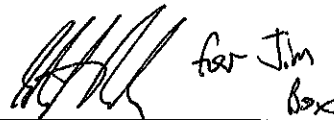
4. Ensure Fiscal Stability and Efficiency in Government

Prepared by:

Approved by:



Stephen M. Parker, CPA  
Administrative Services Director



James A. Box  
City Manager

**Attachments:**

- A. Resolution No. 2016-41 Approving a Non-Corporate Resolution Form with Multi-Bank Securities  
Exhibit A: Multi-Bank Securities Non-Corporate Resolution Form

**RESOLUTION NO. 2016-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A NON-CORPORATE RESOLUTION FORM WITH MULTI-BANK SECURITIES, INC.**

**WHEREAS**, Pursuant to Stanton Municipal Code Section 2.20.090, the Stanton Administrative Services Director, as Finance Director, is authorized to invest the City's surplus funds with a goal of safeguarding the principal, meet the City's liquidity needs, and achieve a return on the funds; and

**WHEREAS**, Pursuant to Stanton Municipal Code Section 2.20.020 the City Council has appointed the Finance Director as City Treasurer; and

**WHEREAS**, the City Treasurer has authorized Multi-Bank Securities, Inc ("MBS") to provide investment services to the City by conducting a process of due diligence; and

**WHEREAS**, a non-corporate resolution form is required to be completed before investments may be purchased through MBS.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

**SECTION 2.** The City Council finds that this item is 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).

**SECTION 3.** The City Council hereby authorizes the City Manager or his or her designee to sign Section II. Certification of the MBS Non-Corporate Resolution Form as attached as Exhibit A and incorporated herein by reference.

**ADOPTED, SIGNED AND APPROVED** this 11<sup>th</sup> day of October, 2016.

*[Signatures on following page]*

**SIGNATURE PAGE TO RESOLUTION NO. 2016-41**

\_\_\_\_\_  
BRIAN DONAHUE, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2016-41 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 October 11, 2016, and that the same was adopted, signed and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

**I. IDENTIFICATION OF QUALIFIED INTERMEDIARY / WITHHOLDING ENTITY**LEGAL NAME OF ORGANIZATION: City of StantonTYPE OF ORGANIZATION: Municipality/Government Entity

ACCOUNT NUMBER:

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

Stephen Parker

(Name of Authorized Person)

City Treasurer/Administrative Services Director

(Title)

(Name of Authorized Person)

(Title)

(Name of Authorized Person)

(Title)

**II. CERTIFICATION**

I, James A. Box, City Manager of  
(Name and Title of Officer or Partner signing this Non-Corporate Resolution)

City of Stanton hereby certify that said organization is duly and legally  
(Name of Organization)

organized and existing and that a quorum of the City Council  
(Name of Governing Body of Organization)

of said Organization attended a meeting duly held on the 11th day of October, 2016

at which the following resolutions were duly adopted, and that such resolutions are in full force and effect on this date and

do not conflict with the Municipal Code of said organization.  
(Name of Governing Rules)

I further certify that I have the authority to execute this Non-Corporate Resolution on behalf of said Organization, and that the City Council of the Organization which took the action called for by the  
(Name of Governing Body of Organization)  
resolutions annexed hereto has the power to take such action.

\*SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: City Manager

\*The signer should be someone other than one of the authorized person(s) named above. However, if signed by an authorized person named above, the Fed Wire Letter of Authorization and/or ACH Authorization Agreement must be signed by an authorized person other than the signer of this document.

### III. RESOLUTIONS

#### Certified Copy Of Certain Resolutions by the Governing Body of Said Organization Whereby the Establishment and Maintenance of Accounts Have Been Authorized.

RESOLVED –

**FIRST:** That the named Authorized Persons of this organization or \_\_\_\_\_ or \_\_\_\_\_ be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the “Organization”), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the “Brokers”) and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with;

#### (a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise;

#### (b) THIS PARAGRAPH PERMITS CASH AND MARGIN TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and margin transactions, including short sales;

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said Authorized Persons and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Organization to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such Authorized Persons and/or drafts drawn upon the funds of the Organization such sums as may be necessary in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or contracts to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said Authorized Persons or agents; to affix the Organization's seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Organization all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and to secure repayment thereof with the property of the Organization; to appoint any other person or persons to do any and all things which any and all things which any of the said Authorized Persons and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such Authorized Persons and/or agents with respect thereto.

**SECOND:** That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Organization directly.

**THIRD:** That the person signing this Non-corporate Resolution on behalf of the Organization be and hereby is authorized, empowered and directed to certify to the Brokers:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by brokers, shall be supported by an opinion of the general counsel of the Organization, or other counsel satisfactory to the Brokers) that the Organization is duly organized and existing, that its governing rules empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the governing rules of the Organization or otherwise.

**FOURTH:** That the Brokers may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision. nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the Organization or becomes an Authorized Person under some title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

**FIFTH:** That in the event of any change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

**SIXTH:** That the Authorized Persons of the Organization be, and hereby is, authorized and empowered to countersign items as aforesaid.

**SEVENTH:** That the foregoing resolutions and the certificates actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** October 11, 2016

**SUBJECT: AWARD OF A CONSTRUCTION CONTRACT FOR RUBBERIZED  
PLAYGROUND SURFACE REHABILITATION AT HOLLENBECK PARK  
BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### **REPORT IN BRIEF:**

The bids for the Rubberized Playground Surface Rehabilitation at Hollenbeck Park were due on October 3, 2016. Only one bid was received from Gotham Poured Rubber Corporation (Gotham) in the amount of \$68,340.79. Staff recommends the City Council award the contract for the proposed services to Gotham. Staff proposes allocating \$75,175 for the project which includes a 10-percent contingency.

### **RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Award a construction contract for the Rubberized Playground Surface Rehabilitation at Hollenbeck Park Project to Gotham Poured Rubber Corporation, for the amount of \$68,340.79; and
3. Authorize the City Manager to bind the City of Stanton and Gotham Poured Rubber Corporation in a contract for the construction of the Rubberized Playground Surface Rehabilitation at Hollenbeck Park Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent; and
5. Authorize Budget Adjustment #2017-06 to appropriate \$80,000 for a new rubberized surface at Hollenbeck Park by transferring budgeted funds for the City Hall Plaza Improvements.

## **BACKGROUND:**

Hollenbeck Park is located between Macduff Street and Sherill Street from Cerritos Ave to Lola Ave. Recently the Parks and Recreations Commission brought attention to the deteriorating rubber of the larger playground at Hollenbeck Park along with some of the playground equipment. Staff has tried to patch the holes in the surface for many years but the condition of the surface is beyond additional repair. On September 19, 2016, the rubberized playground of Hollenbeck Park was discussed by the Commission and deemed vital to rehabilitate.

The scope of this project will include a new 1.5 inch cap on the existing subsurface material at the larger playground area at Hollenbeck Park.

The estimated project cost of \$68,340.79 is as follows:

Base Bid	\$68,340.79
Construction Contingency – 10 percent	\$6,834.21
Total Project Cost	\$75,175.00

## **ANALYSIS/JUSTIFICATION:**

The project was advertised for bids on September 22, 2016. Notices announcing the solicitation of bids for this project were posted in the F.W. Dodge publication known as the "Green Sheets." The RFP was also sent to four firms specializing in this type of work.

The bid was publicly opened on October 3, 2016 at 10:00 a.m. and is listed below:

<b>RANK</b>	<b>Company</b>	<b>BID</b>
1	Gotham Poured Rubber Corporation	\$ 68,340.79

Staff has reviewed the submitted bid documents and found the low bidder in compliance with the contract documents. Upon successful execution of the contract documents, the project is scheduled to begin construction in late October 2016. The contractor will have approximately four weeks to complete the project.

Staff had previously asked for informal bids and had received the following:

1	Ortco, Inc.	\$ 85,759.68
2	PlayMax Surfacing, Inc.	\$ 131,079.09

As these prices are significantly higher, staff believes the price from Gotham is fair and reasonable.

**FISCAL IMPACT:**

This project is budgeted through Budget Adjustment #2017-06 which transfers funds from the City Hall Plaza Improvements project. Those funds are available to transfer because of CDBG funds obtained which offsets a portion of the Capital Project funds needed.

**ENVIRONMENTAL IMPACT:**

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c as replacement of existing facilities.

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 – Provide a quality infrastructure.

**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

Prepared by:



David Azim  
Interim Assistant Engineer

Reviewed by:



Allan Rigg, P.E. AICP  
Director of Public Works

Concur:



Stephen Parker, CPA  
Administrative Services Director

Approved by:

 for Jim Box

James A. Box  
City Manager

**Attachments:**

- (1) Notice Inviting Bids
- (2) Bid from Gotham
- (3) Contract
- (4) Budget Adjustment #2017-06

**NOTICE INVITING SEALED  
BIDS**



**NOTICE IS HEREBY GIVEN**

Sealed proposals for the work entitled: **Playground Rubberized Rehabilitation at Hollenbeck Park** in the City of Stanton will be received at the Office of the City Clerk of the City of Stanton, 7800 Katella Avenue, Stanton, CA 90680-3162 until **10:00AM on Monday, October 3, 2016** at which time they will be publicly opened and read.

All bid proposals shall be made on the proposal forms furnished by the City and placed in a sealed package marked outside with the title of the project and "SEALED BID FOR THE CITY OF STANTON" - DO NOT OPEN WITH REGULAR MAIL" and addressed to the City Clerk at the above address in a sealed envelope.

All bid proposals must comply with the requirements contained in this Notice and in the specifications and other contract documents. All bids in apparent compliance with such requirements shall be opened and publicly read aloud at the above-stated time at the place of bid receipt identified above.

The Contractor shall furnish all necessary materials, labor, equipment and other incidental and appurtenant work necessary for the proper construction of this project, including but not limited to the removal of the existing rubberized cap and placement of 1.5 inches of cushion cap surfacing over existing PIP surfacing.

All work shall be completed within **10 working days** following the date specified in the written notice to proceed from the City.

Contractor shall comply with the requirements of SB 854. SB 854 requires all contractors and subcontractors bidding on public works projects to register with the Department of Industrial Relations and to pay an annual fee. The registration requires contractors to provide the State with evidence of the contractors' compliance with a number of statutory requirements.

At the time of the award of the contract, the successful bidder shall possess a valid contractor's license, and shall comply with any applicable City requirements concerning contractor qualifications. Submission of a bid by a bidder without a license subjects the bidder to civil penalties pursuant to Business & Professions Code section § 7028.15. The bidder must possess a Class-A Contractor License in the State of California. No contract will be awarded to any bidder who is not a properly licensed California contractor as required by the California Business and Professions Code.

As provided for in section 22300 of the Public Contracts Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract.

The Contractor shall not begin work under the Agreement until it has given the City evidence of comprehensive public liability insurance and Workers' Compensation Insurance coverage together with additional Insured Endorsements. The successful

Contractor shall also furnish 2 bonds required by the State Contract Act. Each of the said bonds shall be executed in a sum equal to the contract price. One of the said bonds shall guarantee the faithful performance of the said contract by the Contractor, and the other said bond shall secure the payment of claims for labor and material.

The City reserves the right to reject any or all bids or any parts thereof, and to waive any irregularities or informalities in any bid or in the bidding, and to make awards in all or part in the best interests of the City.

**PREVAILING WAGE REQUIREMENTS:** In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor and subcontractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1."

**WITHDRAWAL OF BID:** No bidder may withdraw his bid for a period of 60 days after the date set for the opening of bids.

A stylized signature of the City Clerk, written in dark ink, positioned above the title "CITY OF STANTON".

**CITY OF STANTON**

**Director of Public Works, Date**



**POURED RUBBER CORPORATION**

1749 Julian Ave. San Diego CA 92113

PHONE (619) 696-8841 FAX (619) 696-8082

License #818468

October 3, 2016

**RE: Hollenbeck Park**

Dear Alan-

Please use Gotham Poured Rubber Corporation for the bid for Playground Rubberized Rehabilitation at Hollenbeck Park.

Gotham Poured Rubber Corporation

1749 Julian Avenue

San Diego, CA 92113

Fed Tax # 58-2632273

License #81846

DIR 1000012699

Please let me know if you should any further questions.

Sincerely,



John Rooney, CEO

Gotham Poured Rubber Corporation



7800 Katella Avenue  
Stanton, California 90680 • (714) 379-9222

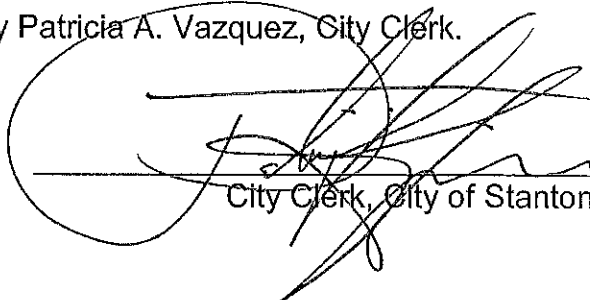
### BID RECAP SHEET

Project /Equipment Playground Rubberized Rehabilitation at Hollenbeck Park

Date of Bid Opening Monday, October 3, 2016 Time 10:00 a.m.

VENDOR	AMOUNT OF BID
1. <u>San Diego Bay Engineering, Inc.</u>	<u>\$68,340.79</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

The above bids were received and opened by Patricia A. Vazquez, City Clerk.

  
\_\_\_\_\_  
City Clerk, City of Stanton

## CITY OF STANTON CONTRACT

### Playground Rubberized Rehabilitation at Hollenbeck Park

#### I.

This Contract is made and entered into on the 11th Day of October, 2016 by and between the City of **Stanton**, a California General law Municipal Corporation ("City") and Gotham Poured Rubber Corporation ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

The complete Contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids
- B. Information for Bidders
- C. Bid, dated
- D. Payment Bond
- E. Contract Performance Bond
- F. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- G. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.
- H. Latest Edition, Standard Specifications for Public Works Construction.

Each of such documents in their entirety are incorporated herein by this reference as if set forth in full.

#### II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$68,340.79.

#### III. BONDS

Contractor shall furnish a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the Contract Price, and a Faithful Performance Bond in an amount equal to one-hundred percent (100%) of the Contract Price, said bonds to be secured from a surety company admitted and authorized to do business in California as such.

#### IV. INDEMNITY

Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

**Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City.** Contractor has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor

or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

## V. INSURANCE

The Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers Compensation Insurance or a State-approved self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One-Million Dollars (\$1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

General Liability - Such general liability insurance shall be written with a limit of liability of not less than Two-Million Dollars (\$2,000,000.00) combined single limits for damages arising out of bodily-injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

Vehicle Liability - Such vehicle liability insurance shall be written with a limit of liability of not less than One-Million Dollars (\$1,000,000.00) combined single limits for all bodily injury, including sickness and death or injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price. As provided in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five percent (5%) of the contract amount.

All insurers shall be admitted and authorized to do business in California as insurance carriers.

Contractor shall immediately furnish certificates of insurance and the Contractor shall provide certified copies of all policies and endorsements to the City evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time Contractor commences performances of services hereunder until the completion of such services. Within thirty (30) days of award of the contract, Contractor shall provide City with certified copies of all insurance policies required hereunder.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance coverage and liability coverage, if applicable, shall obtain additional endorsements covering the City and its officers, employees, and agents, as insureds with respect to liabilities arising out of the performance of services hereunder.

The Contractor shall require the carriers of the above required coverage's to waive all rights of subrogation against the City, its officers, employees, contractors, agents, and subcontractors.

All policies required above are to be primary and noncontributing with any insurance or self-insurance programs carried or administered by the City.

## VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of sixty eight thousand three hundred forty dollars and seventy nine cents (\$68,340.79) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (95%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

## VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within **Forty (40)** working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is

not completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

#### VIII. MISCELLANEOUS

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

The Contractor hereby waives for himself/herself and for Contractor's Subcontractors any right Contractor may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 et seq.

#### IX.

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to perform the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by City. Contractor shall be liable for all City's costs to complete the work and this Contract.

#### X.

The person or persons executing this Contract on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Contract on behalf of his/her/their corporation, partnership, or business entity and warrant and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

#### XI.

This Contract contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.

IN WITNESS WHEREOF, each of the parties hereto has caused the Contract to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

**CITY OF STANTON:**

**[CONTRACTOR]:**

By: \_\_\_\_\_  
CITY MANAGER

By: \_\_\_\_\_  
(Corporate Officer)

Title: \_\_\_\_\_

**ATTEST:**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
(Corporate Officer)

**APPROVED AS TO FORM:**

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
CITY ATTORNEY

**NOTARY REQUIRED**

## CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION

BA # 2017-06

Date: October 4, 2016

**Title:** Public Works Director

Date: October 11, 2016

**Title:** Administrative Services Director

Administrative Services Department

## Current Budget

Increase  
(Decrease)

Amended  
Amount[illegible]

JUSTIFICATION:

To provide appropriations for a new rubberized playground for Hollenbeck Park.

**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 City Council

**DATE:** October 11, 2016

**SUBJECT: CONTRACT EXTENSION FOR CIVILSOURCE, INC.**

### **REPORT IN BRIEF:**

Requested is the authorization to allow the City Manager to extend the professional services agreement with CivilSource, Inc. to continue providing contract engineering services for the Public Works Department.

### **RECOMMENDED ACTION:**

1. City Council declare 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. Approve the contract amendment for CivilSource, Inc.; and
3. Authorize the City Manager to bind the City of Stanton and CivilSource, Inc. in a contract to continue providing contract engineering services for the Public Works Department.

### **BACKGROUND:**

With the departure of the former Engineering Assistant, CivilSource, Inc. was chosen to provide contract services for the Engineering Division to fill the temporary vacancy. The current contract agreement was for a term of seven weeks, with a not to exceed amount of \$20,000.

### **ANALYSIS/JUSTIFICATION:**

The proposed contract amendment would include an extension of the contract term and payment amount. This amendment would extend the term of the contract for an additional two months, and would increase the contract amount by \$7,860. This will allow CivilSource, Inc. to continue providing assistance to the Engineering Division while the new Engineering Assistant is being trained.

The contract Engineering Assistant has largely been responsible for preparing public notices and advertising construction bids, assisting in administering construction contracts, and maintaining accurate accounting of budget expenditures. The requested contract extension would allow the contract Engineering Assistant time to providing extra support to allow the new Engineering Assistant to be trained.

**FISCAL IMPACT:**

The \$7,860 in consulting fees would be paid from the General Fund (Account No. 101-3100-608105), and would be offset by the Engineering Assistant position's salary and benefits not being utilized.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be not a project under Section 15061(b)(3).


**PUBLIC NOTIFICATION:**

Public notice for this item was made through the regular agenda process.


**STRATEGIC PLAN:**

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

Prepared By:

  
\_\_\_\_\_  
Allan Rigg  
Public Works Director

Approved by:

  
\_\_\_\_\_  
James A. Box  
City Manager

Attachment:

A. CivilSource, Inc. Contract Extension

## **CITY OF STANTON**

### **AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES**

**THIS AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES** is made and effective as of October 11, 2016, between the **City of Stanton**, a California Municipal Corporation ("City") and **CivilSource, Inc.** ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### **A. RECITALS.**

(i) On August 8, 2016, City and Consultant entered into that Agreement for Consultant Services (the "Agreement") for the services of Consultant in connection with providing current engineering assistance; and,

(ii) City and Consultant agree that it is in the best interests of both to amend the Agreement to extend the term of the Agreement.

#### **B. AMENDMENT.**

In consideration of the mutual covenants and conditions set forth herein, the City and Consultant agree as follows:

##### **1. TERM**

City intends to contract Consultant for professional services, which shall commence on September 23, 2016, and shall remain and continue in effect until October 13, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

##### **2. SERVICES**

Consultant shall provide contract engineering services for the City as enumerated on **Exhibit A** (Scope of Services), attached hereto and incorporated herein as though set forth in full.

##### **3. PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

##### **4. CITY MANAGEMENT**

The City of Stanton's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Scope of Services or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant in accordance with the payment rates and terms as set forth within **Exhibit B** (Schedule of Compensation), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. In no event shall the value of work performed exceed seven thousand eight hundred sixty dollars (\$7,860.00).

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit an invoice for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal

liability or exposure to Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no

obligation to ensure compliance with this Section by Consultant and failure to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

10. **ATTORNEY'S FEES**

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

11. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached to and part of this Agreement.

12. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or

indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:                      City of Stanton  
                                     7800 Katella Avenue  
                                     Stanton, California 90680  
                                     Attention: City Clerk

To Consultant:   CivilSource, Inc.  
                                 9890 Irvine Center Drive  
                                 Irvine, CA 92618

18. **ASSIGNMENT**

The Consultant shall assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only **CivilSource, Inc.** shall perform the services described in this Agreement.

19. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

20. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

21. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

23. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF STANTON**

**CONSULTANT**

By: \_\_\_\_\_  
James A. Box  
City Manager

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Patricia A. Vazquez, City Clerk

Approved As To Form:

\_\_\_\_\_  
Matthew E. Richardson, City Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Provide David Azim as an Interim Engineering Assistant from September 23, 2016 through October 13, 2016 for services described in letter proposal dated July 27, 2016 as attached.



July 27, 2016

Allan Rigg, PE AICP  
Public Works Director/City Engineer  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

**SUBJECT: As-Needed Engineering Support Services**

Dear Mr. Rigg,

CivilSource, Inc. appreciates the opportunity to work with the City of Stanton (City). We understand that the City requires engineering support services for various projects.

In general, CivilSource has been providing highly qualified and experienced professionals on staff augmentation contracts for several years. Public agencies have contracted with CivilSource when it is not cost-effective to fill a full-time position; to relieve peak workload situations; and to fill vacant positions on an interim basis. We select, train, and retain highly qualified employees to supplement contracting cities staffing requirements. Our professional staff has expertise in a wide range of disciplines and extensive experience in many areas, including project management, construction management, and design engineering.

We propose Mr. David Azim to provide engineering support services to the City at a rate of \$70/hour for approximately 320 hours of service, to commence on August 8, 2016.

On behalf of the CivilSource, Inc. team, we thank you for the opportunity to serve as an extension of the City of Stanton staff. We look forward to further discussions with the City on the services provided and assisting you in achieving your goals. Should you have any questions or need additional information, please contact me at (949) 585-0477 or by email at [amy@civil-source.com](mailto:amy@civil-source.com).

Respectfully submitted,  
**CIVILSOURCE, INC.**

*Amy Amirani*

Amy Amirani, P.E.  
Principal

*[Signature]*  
Approved by:

*08/08/2016*  
Date:

Att: Resume for David Azim

**DAVID AZIM**  
**ASSISTANT ENGINEER**



**B.S. CIVIL &  
ENVIRONMENTAL  
ENGINEERING**

**Work Experience**

**UCI Cooling Tower Recycled Water Conversion Pipeline Project | Irvine Ranch Water District, Irvine, CA**

Assistant Engineer. Mr. Azim is responsible for assisting with writing and editing project manual, cost estimates and construction quantities for this project. This project will remove the domestic water supply and construct improvements to convert the system's supply to recycled water. Project includes the preparation of plans, specifications and estimate for the following improvements: approximately 700 linear feet of 16-inch diameter pipeline in California Avenue from Campus Drive to Academy; 2,800 LF of 12-inch diameter pipeline in Academy Way from California Avenue to Peltason Drive to the cooling towers. This project will also construct approximately 2,200 LF of 16-inch pipeline in California Avenue from Academy Way to Theory.

**184th Street and Bailey Drive Storm Drain | City of Torrance, CA**

Assistant Engineer. Mr. Azim's responsibilities include the generation of plan specifications and cost estimates. Project includes the preparation of plans, specifications and estimates for the construction of a storm drain within 184th Street from Prairie Avenue to Bailey Drive and within Bailey Drive from 184th Street to 185th Street.

**Public Works Staff Augmentation Services | City of Corona, CA**

Plan Checker. Mr. Azim provided staff augmentation and outside plan check services for the Land Development Department and the services were within the following areas: civil engineering design and plan check, public works construction inspection, utility plans, landscape inspection, storm water inspection, transit systems, traffic management systems, and administration.

**Wilmington Avenue Area Main Replacements | Golden State Water Company, Compton, CA**

Assistant Engineer. Mr. Azim's responsibilities include utility coordination. This project includes the preparation of plans, specifications, and estimates as part of an ongoing program to replace undersized and antiquated cast iron mains within the Central District's Los Angeles County Willowbrook system. The existing mains being replaced are 4-inch and 6-inch Cast Iron and will be replaced with 8-inch DIP; abandonment of existing 12-inch AC mains in El Segundo Boulevard and Wilmington Avenue; installation of approximately 3,800 LF of 8-inch DIP; relocation of 1-inch and 2-inch services and meters.

**Culver Boulevard | Golden State Water Company, Culver City, CA**

Assistant Engineer. Mr. Azim's responsibilities include utility coordination. This project includes the preparation of plans, specifications, and estimates as part of an ongoing program to replace undersized and antiquated cast iron mains within the Central District's Culver City system. The existing mains being replaced are 4-inch and 6-inch Cast Iron and will be replaced with 8-inch DIP; abandonment of existing mains in alley east of Culver Boulevard and in Wagner Street; installation of approximately 7,000 LF of 8-inch DIP and the relocation of 1-inch and 2-inch services and meters from existing mains to the proposed mains.

**Orange County Fire Authority Fire Station #20 | The Irvine Company, Irvine, CA**

Assistant Engineer. Mr. Azim's provided preparation of draft exhibits and construction quantities for the Irvine Company and contractor. Preparation of plans, specifications and estimates of a large fully equipped and operational turn-key permanent station of approximately 12,500 square feet on approximately 1.5 acres of flat buildable land.

**Pacific Coast Highway (PCH) at Palos Verdes Boulevard | City of Redondo Beach, CA**

Assistant Engineer. Mr. Azim responsibilities include the procurement of Caltrans permits and the generation of fact sheet and submittals. This project includes the preparation of plans, specifications and estimates for the Pacific Coast Highway (PCH) and Palos Verdes Boulevard Intersection Improvements. The proposed improvements consisted of the installation of a right turn lane along Palos Verdes Boulevard at the northeast corner with PCH. The existing sidewalk was reduced, the street widened and a right turn lane installed. Consideration for bicycle improvements were also necessary.

**Caltrans | San Diego, CA**

Intern. Mr. Azim used microstation and AutoCad to draw plans according to specifications given. He partook in preconstruction meetings between the contractor and other government agencies. Mr. Azim conducted job-site investigations and inspections to ensure quality control. He maintained tracking log and journal to record onsite progress. Mr. Azim processed daily reports to keep track of labor, equipment, materials and sub-contractors.

## **EXHIBIT B**

### **SCHEDULE OF COMPENSATION**

Not to Exceed Seven Thousand Eight Hundred Sixty (\$7,860) shall be payable by the City of Stanton to CivilSource, Inc. for engineering services for work performed by David Azim at the same rates as described per letter proposal dated July 27, 2016.

## EXHIBIT C

### INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

**General conditions pertaining to provision of insurance coverage by Consultant.** Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement

coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking

any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required

by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

# CITY OF STANTON

## REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** October 11, 2016

**SUBJECT: CONSIDERATION OF AN ORDINANCE AMENDING TITLE 20 OF THE MUNICIPAL CODE TO REGULATE THE PERSONAL, MEDICAL, AND COMMERCIAL USE OF MARIJUANA AND TO REPEAL CHAPTER 9.38, WHICH PROHIBITS MEDICAL MARIJUANA DISPENSARIES**

### REPORT IN BRIEF:

In January 2016, the City adopted ordinances to ban marijuana dispensaries, cultivation, and delivery services, as permitted by the Medical Marijuana Regulation and Safety Act of 2015 ("MMRSA"). On June 28, 2016, the Secretary of State certified Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") for the November 8, 2016 ballot.

AUMA would immediately legalize possession, transport, purchase, use, and transfer of recreational marijuana for individuals 21 years of age or older. Under AUMA, adults could possess up to 28.5 grams of marijuana; up to 8 grams of marijuana in the form of concentrated cannabis, which may be present in marijuana products such as edibles; and up to six living marijuana plants and any marijuana produced by those plants. AUMA would also legalize the cultivation of marijuana, marijuana delivery services, and recreational marijuana retail services. Some of AUMA's provisions would take effect on November 9, 2016 if it passes.

Like MMRSA, AUMA allows for local control of marijuana uses with one exception. While MMRSA allows cities to ban all indoor cultivation, AUMA would require that cities allow limited private residential indoor cultivation and storage.

The City Council is now asked to consider an Ordinance that amends the City's zoning ordinance, contingent on AUMA's passage, to rescind the ban on all private residential cultivation to comply with the new state law allowing individuals to have six living marijuana plants and the marijuana produced by those plants in their homes ("limited home cultivation"). The Ordinance prescribes a City permitting system to reasonably regulate the state-allowed limited home cultivation.

## **RECOMMENDED ACTION:**

1. Conduct a public hearing;
2. Declare that the project is not subject to CEQA in accordance with 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
3. Introduce Ordinance No. 1060 entitled:

**"AN ORDINANCE AMENDING TITLE 20 OF THE MUNICIPAL CODE TO REGULATE THE PERSONAL, MEDICAL, AND COMMERCIAL USE OF MARIJUANA AND TO REPEAL CHAPTER 9.38, WHICH PROHIBITS MEDICAL MARIJUANA DISPENSARIES**

4. Set Ordinance for adoption at the October 25, 2016 meeting.

## **BACKGROUND:**

In January 2016, the City adopted ordinances to ban marijuana dispensaries, cultivation, and delivery services, as permitted by the Medical Marijuana Regulation and Safety Act of 2015 ("MMRSA"). On June 28, 2016, the Secretary of State certified Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") for the November 8, 2016 ballot.

If AUMA becomes law, recreational use of marijuana will be legalized under California law, as will recreational possession and private indoor cultivation of marijuana. The Municipal Code currently bans medical marijuana dispensaries, delivery services, and cultivation. If AUMA passes, it will still allow local governments to continue to (1) ban all marijuana-related businesses outright, including marijuana dispensaries, delivery services, and any recreational marijuana retail services, (2) ban outdoor cultivation of marijuana, unless the California Attorney General determines that marijuana is no longer illegal under federal law (if marijuana is federally legalized, outdoor cultivation could be regulated, but not prohibited), and (3) reasonably regulate limited indoor cultivation in private residences. However, unlike MMRSA, AUMA does not allow cities to ban individual indoor cultivation outright. Instead, AUMA allows individuals to grow up to six marijuana plants in their home, and to possess all the marijuana that those plants produce (as noted above, "limited home cultivation"). In other words, under AUMA, cities may regulate — but not ban — limited home cultivation.

In adopting the City's existing marijuana regulations, the City Council found that the cultivation, transportation, and distribution of marijuana can create problems relating to public health and safety, crime, water and air quality, and energy consumption. Marijuana uses can foster nuisance activity such as loitering and criminal activity in

business and residential districts. Specifically, mobile delivery can create issues relating to responsibility and resources to monitor and enforce state law, questions of patient qualification, and risks relating to the high use of large sums of cash for mobile transactions. Indoor cultivation in particular can create air quality, energy, and water damage problems and impair building maintenance and safety. For example, the increased moisture necessary to grow indoors can create excessive mold growth and structural damage. Additionally, the equipment utilized to grow indoors can pose a risk of fire and electrical hazards due to dangerous electrical alterations and use. Further, inadequate ventilation combined with the use of pesticides and fertilizers in an enclosed space can lead to chemical contamination within structures.

Staff recommends that the City Council adopt an Ordinance amending Title 20 of the Municipal Code to leave in place the City's current ban on personal, medical, and commercial uses of marijuana in all zones, except to the limited extent that AUMA limits the City's oversight of indoor cultivation of marijuana in private residences, as described above. The proposed Ordinance would also repeal existing Chapter 9.38 (prohibiting medical-marijuana dispensaries) because it would become superfluous with the amendments to Title 20.

The proposed Ordinance is included as Attachment 2 to this report.

#### **ANALYSIS/JUSTIFICATION:**

If AUMA passes, the City will not be able to enforce its current ban on all indoor cultivation of marijuana, but rather will only be able to "reasonably regulate" limited home cultivation. The draft Ordinance entirely bans all indoor cultivation in all structures that are not private residences, but allows for limited home cultivation, with a new Indoor Cultivation Permit, which will allow the City to place building code, fire code, and public safety restrictions on limited home cultivation. By prescribing an Indoor Cultivation Permit system, among other possibilities, the City could set special ventilation, electrical, and plumbing standards; require particular security measures; prohibit cultivation in the same space where people sleep, cook, eat, or bathe; restrict applicants based on parole status and criminal record; require notice to the property owner, other residents, and neighbors when an application is accepted; provide a right to appeal; prohibit cultivation at a residence that also involves a sensitive use, such as a child day care; and establish a permit fee to cover administration and enforcement costs.

#### **REQUIRED FINDINGS:**

Before the proposed ordinance may be adopted, the following findings must be made:

- a. The proposed amendments is consistent with the General Plan; and,
- b. The proposed amendment will not adversely affect the public health, safety and welfare.

The proposed amendments are consistent with the General Plan because they implement General Plan objectives and policies that promote the establishment and

operation of land uses that maintain or enhance quality of life, that are compatible with surrounding uses, and that protect and maintain public health, safety, and welfare. The proposed amendments prohibit land uses that are contrary to such objectives and policies. The City is exercising its police power granted under California Government Code section 65800 et. seq. in regulating personal, medical, and commercial marijuana activities in the City.

The proposed amendments will not adversely impact the public health, safety, and welfare, since they prohibit land uses to protect the public health, safety, and welfare from potentially negative impacts of marijuana cultivation, manufacturing, testing laboratories, delivery, and dispensaries. California cities that have permitted cultivation, marijuana dispensaries and delivery services have experienced negative effects to the public health, safety and welfare of its citizens, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests.

Cities that have permitted marijuana dispensaries and delivery services in the medical context have also experienced an overabundance and overconcentration of such uses, burglaries and takeover robberies, robberies of customers, an increase in crime in the vicinity of the dispensaries, illegal re-selling of marijuana obtained from dispensaries, physicians issuing apparently fraudulent recommendations for the use of marijuana, dispensary staff selling marijuana to customers with obviously counterfeit patient identification cards, street dealers attempting to sell marijuana to dispensary customers, dispensary customers using marijuana and then driving under the influence of marijuana, the selling of illegal drugs other than marijuana in the dispensaries, and the selling of marijuana and marijuana products to minors.

The attached draft resolution and City Council ordinance include appropriate findings. If AUMA does not pass, the Ordinance would not be effective, and the City's current MMRSA ordinance would continue in effect.

Planning Commission – On September 21, 2016, the Planning Commission conducted a duly noticed public hearing to consider the draft ordinance. At the conclusion of the public meeting, the Planning Commission unanimously voted to recommend the City Council adopt the ordinance.

#### **ENVIRONMENTAL IMPACT:**

Staff has reviewed the project for conformance with the California Environmental Quality Act (CEQA) and determined that the activity is not subject to CEQA under CEQA Guidelines (14 Cal. Code Regs.) 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.

## **ALTERNATIVES; IMPLICATIONS OF ALTERNATIVES:**

The City Council may provide staff with alternative direction for the regulation of recreational marijuana, but doing so will delay the effective date until well past AUMA takes effect if the measure passes.

### **LEGAL REVIEW:**

The City Attorney's Office has drafted and reviewed the staff report and drafted the attached proposed ordinance.

### **PUBLIC NOTIFICATION:**

Through the regular agenda posting process and public noticing.

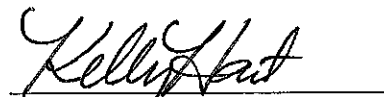
### **STRATEGIC PLAN:**

1 – Provide a safe community.

Prepared By:

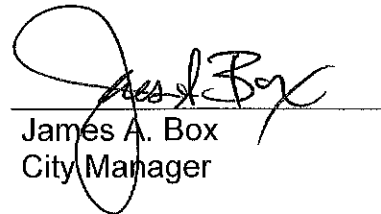
Reviewed by:

Approved by:



Kelly Hart  
Community  
Development Director

Matthew E. Richardson  
City Attorney



James A. Box  
City Manager

Attachments:

1. City Council Ordinance No. 1060

## **ORDINANCE NO. 1060**

### **AN ORDINANCE AMENDING TITLE 20 OF THE MUNICIPAL CODE TO REGULATE THE PERSONAL, MEDICAL, AND COMMERCIAL USE OF MARIJUANA AND TO REPEAL CHAPTER 9.38, WHICH PROHIBITS MEDICAL MARIJUANA DISPENSARIES**

**WHEREAS**, the City of Stanton, California (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, California Government Code section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

**WHEREAS**, the City passed Ordinance Nos. 1046 and 1047 on January 12 and 26, 2016, respectively; and

**WHEREAS**, the City desires to continue to ban all marijuana dispensaries, cultivation, and delivery service land uses within City limits to the full extent allowed by California law, and this Ordinance effectuates that aim; and

**WHEREAS**, on June 28, 2016, the Secretary of State certified Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA"), for the November 8, 2016 ballot; and

**WHEREAS**, AUMA will become law if a majority of the electorate votes "Yes" on the proposition; and

**WHEREAS**, AUMA would regulate, among other items, the use of marijuana for personal and commercial purposes, including the recreational use of marijuana by adults over 21 years of age; and

**WHEREAS**, to regulate personal use of marijuana, AUMA would add Section 11362.1 to the Health and Safety Code, making it "lawful under state and local law" for persons 21 years of age or older to "possess, process, transport, purchase, obtain, or give away to persons 21 years of age or older without any compensation whatsoever" up to 28.5 grams of marijuana or up to eight grams of concentrated cannabis contained in marijuana products; and

**WHEREAS**, AUMA would make it lawful for those individuals to possess, plant, cultivate, harvest, dry, or process up to six living marijuana plants and to possess all the marijuana produced by the plants; and

**WHEREAS**, AUMA would make it lawful for those individuals to smoke or ingest marijuana or marijuana products; and

**WHEREAS**, should AUMA pass, many of its provisions would take effect on November 9, 2016; and

**WHEREAS**, to regulate commercial use of marijuana, AUMA would add Division 10 (Marijuana) to the Business & Professions Code, which grants state agencies "the exclusive authority to create, issue, renew, discipline, suspend, or revoke" licenses for businesses including the transportation, storage, distribution, sale, cultivation, manufacturing, and testing of marijuana; and

**WHEREAS**, AUMA provides that the above state agencies shall promulgate rules and regulations and shall begin issuing licenses under Division 10 by January 1, 2018; and

**WHEREAS**, AUMA states that a local jurisdiction shall not prevent transportation of marijuana or marijuana products on public roads by a licensee transporting marijuana or marijuana products in compliance with Division 10; and

**WHEREAS**, AUMA would authorize cities to "reasonably regulate" without completely prohibiting cultivation of marijuana inside a private residence or inside an "accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure"; and

**WHEREAS**, AUMA would authorize cities to completely prohibit outdoor cultivation on the grounds of a private residence, up to and until a "determination by the California Attorney General that nonmedical use of marijuana is lawful in the State of California under federal law"; and

**WHEREAS**, AUMA would authorize cities to completely prohibit the establishment or operation of any marijuana business licensed under Division 10 within its jurisdiction, including marijuana dispensaries, marijuana retailers, and marijuana delivery services; and

**WHEREAS**, absent appropriate local regulation authorized by AUMA, state regulations will control; and

**WHEREAS**, the "Medical Marijuana Regulation and Safety Act" ("MMRSA"), which took effect January 1, 2016, regulates use of marijuana for medical purposes; and

**WHEREAS**, the MMRSA contains a provision that provides that the State shall become the sole authority for regulation under certain parts of the Act unless local governments pass their own regulations; and

**WHEREAS**, in May 2013, the California Supreme Court held in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.*, 56 Cal. 4th 729 (2013) that cities have the authority to regulate or ban outright medical marijuana land uses; and

**WHEREAS**, the California Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises

without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and

**WHEREAS**, under the Federal Controlled Substances Act, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need; and

**WHEREAS**, the indoor cultivation of marijuana has potential adverse effects on the health and safety of the occupants, including structural damage to the building due to increased moisture and excessive mold growth that can occur and an increased risk of fire and electrocution from the same, as well as chemical contamination within the structure from the use of pesticides and fertilizers; and

**WHEREAS**, based on the experiences of other cities, unless they are checked, these negative effects on the public health, safety, and welfare are likely to occur in the City due to the establishment and operation of marijuana cultivation, processing, and distribution uses; and

**WHEREAS**, adoption of this Ordinance is not subject to the California Environmental Quality Act ("CEQA") under CEQA Guidelines (14 Cal. Code Regs.) sections 15060(c)(2), 15060(c)(3), and 15061(b)(3). This activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment; the activity is not a project as defined in Section 15378, and the activity is covered by the general rule that CEQA applies only to activities that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA; and

**WHEREAS**, this Ordinance amends Title 20 and repeals Chapter 9.38 of the Municipal Code to clarify the substantive objectives of the Municipal Code regarding the City's regulation of marijuana and to preemptively address some proposed changes to California law if AUMA passes on November 8, 2016.

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

**SECTION 1.** Incorporation of Recitals.

The City Council hereby finds that all of the facts set forth in the foregoing recitals and the staff report presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

**SECTION 2.** Zoning Amendment Findings.

The following findings are made regarding the amendments to the Zoning Ordinance:

- A. The proposed amendments are consistent with the General Plan, since they implement General Plan objectives and policies that promote the establishment and operation of land uses that maintain or enhance quality of life; that are compatible with surrounding uses; and that protect and maintain public health, safety, and welfare. The proposed amendments prohibit land uses that are contrary to such objectives and policies; and
- B. The proposed amendments will not adversely impact the public health, safety, and welfare, since they prohibit land uses to protect the public health, safety, and welfare from potentially negative impacts of marijuana cultivation, manufacturing, testing laboratories, delivery, and dispensaries. Several California cities have reported negative impacts of such land uses, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests.

**SECTION 3.** New "Marijuana Uses" Section.

Title 20 "Zoning" is amended to add a new section 20.400.185 that reads as follows:

**20.400.185 Marijuana Uses.**

- A. **Purpose and Intent.** The purpose of this section is to regulate personal, medical, and commercial marijuana uses. Nothing in this section shall preempt or make inapplicable any provision of state or federal law.
- B. **Definitions.** For purposes of this section, the following definitions shall apply:
  - 1. "Accessory structure" means an "accessory structure" that is also an "enclosed structure" (both defined by section 20.710.910 of this Code) and that is fully enclosed and secured with a lock.
  - 2. "Commercial marijuana activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of marijuana and marijuana products.

3. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, or processing of marijuana.
4. "Delivery" means the commercial transfer of marijuana or marijuana products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under California law, that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.
5. "Distribution" means the procurement, sale, and transport of marijuana and marijuana products between entities for commercial use purposes.
6. "Licensee" means the holder of any state issued license related to marijuana activities, including but not limited to licenses issued under Division 10 of the Business & Professions Code.
7. "Limited home cultivation" means cultivation of up to six living marijuana plants, and possession of the marijuana produced by those plants, within the private residence of the person cultivating them or within an accessory structure to the person's private residence on the same grounds.
8. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a marijuana product.
9. "Marijuana" means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include:
  - a. Industrial hemp, as defined in section 11018.5 of the California Health & Safety Code; or
  - b. The weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.
10. "Marijuana accessories" means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing,

analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana or marijuana products into the human body.

11. "Marijuana products" means marijuana that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing marijuana or concentrated cannabis and other ingredients.
12. "Person" includes any individual, firm, co-partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.
13. "Private residence" means a house, an apartment unit, a mobile home, or other similar dwelling that is a "residential dwelling unit," as defined by the California Building Code (24 Cal. Code Regs. § 202), that is fully enclosed and secured with a lock, and that is the primary residence of the person in possession.
14. "Sale" includes any transaction whereby, for any consideration, title to marijuana is transferred from one person to another, and includes the delivery of marijuana or marijuana products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of marijuana or marijuana products by a licensee to the licensee from whom such marijuana or marijuana product was purchased.
15. Any term defined in this section also means the very term as defined in the California Business & Professions Code or the California Health & Safety Code, unless otherwise specified.

**C. Personal Use.**

1. For purposes of this subsection, personal recreational use, possession, purchase, transport, or dissemination of marijuana shall be considered unlawful in all areas of the City to the fullest extent allowed by California law.
2. Outdoor Cultivation. A person may not cultivate marijuana outdoors in any zoning district of the City. "Outdoors" means not in a fully enclosed and secure building structure. It includes covered decks, carports, open-air garden courts,

and similar situations that are not fully enclosed and secured with a lock. No use permit, building permit, variance, or any other permit or entitlement, whether administrative or discretionary, shall be approved or issued for any such use or activity.

3. Indoor Cultivation. All indoor cultivation is prohibited except for limited home cultivation, as defined in subsection (B)(7). Limited home cultivation is only allowed if each of the following requirements is satisfied:
  - a. Not Visible. Neither the marijuana plants nor the marijuana that they produce may be visible by normal unaided vision from any public place.
  - b. Secure Permit. The person must first be issued an indoor cultivation permit by the Planning Division. To obtain the permit, he or she must affirm under penalty of perjury on the permit-application form that the person will comply with all applicable standards and agree to indemnify and defend the City against any claim resulting from or related to the person's cultivation activities. The Planning Division will issue application and processing guidelines for the indoor cultivation permit; no indoor cultivation permit shall be issued prior to the release of these guidelines; and no permit shall be issued if the applicant has not complied fully with the application and processing requirements.

**D. Medical Use.**

1. Cultivation of medical marijuana pursuant to section 11362.77 of the California Health & Safety Code is subject to the cultivation requirements laid out in subsection (C) of this section.
2. The establishment or operation of any medical marijuana collective, cooperative, dispensary, delivery service, operator, establishment, or provider shall be considered a prohibited use in all zoning districts of the City. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment of any collective, cooperative, dispensary, delivery service, operator, establishment, or provider in any zoning district, and no

person shall otherwise establish such businesses or operations in any zoning district.

- E. **Commercial Use.** The establishment or operation of any business of commercial marijuana activity is prohibited. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of any such business or operation. Such prohibited businesses or operations may include, but are not limited to:
1. The transportation, delivery, storage, distribution, or sale of marijuana, marijuana products, or marijuana accessories;
  2. The cultivation of marijuana;
  3. The manufacturing or testing of marijuana, marijuana products, or marijuana accessories; or
  4. Any other business licensed by the state or other government entity under Division 10 of the California Business & Professions Code, as it may be amended from time to time.
- F. **Penalty for Violation.** No person, whether as principal, agent, employee or otherwise, shall violate, cause the violation of, or otherwise fail to comply with any of the requirements of this section. Every act prohibited or declared unlawful, and every failure to perform an act made mandatory by this section, shall be a misdemeanor or an infraction, at the discretion of the City Attorney or the District Attorney. In addition to the penalties provided in this section, any condition caused or permitted to exist in violation of any of the provisions of this section is declared a public nuisance and may be abated as provided by this Code and under state law.

**SECTION 4.** Repeal.

Chapter 9.38 "Medical Marijuana Dispensaries Prohibited" is repealed and the definition of "Medical Marijuana Dispensary" in section 20.710.130, which refers to Chapter 9.38, is deleted.

In subsection 20.205.040(A)(2)(c), the phrase "e.g., medical marijuana dispensaries (Municipal Code 9.38)" is replaced with "e.g., prohibited marijuana uses (Municipal Code section 20.400.185)."

In section 20.700.100, the phrase "medical marijuana dispensaries (Municipal Code Chapter 9.38, Medicinal Marijuana Dispensaries Prohibited)" in

the last paragraph of the definition of "Retail Sales (Land Use)" is replaced with the phrase "prohibited marijuana uses (Municipal Code section 20.400.185)."

#### **SECTION 5.** CEQA.

This Ordinance is not a project within the meaning of CEQA Guidelines section 15378 because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to activities that have the potential for causing a 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. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Orange in accordance with CEQA Guidelines.

#### **SECTION 6.** Custodian of Records.

The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 7800 Katella Avenue, Stanton, California 90680. The custodian of these records is the City Clerk.

#### **SECTION 7.** Severability.

If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

#### **SECTION 8.** Effective Date.

If AUMA is approved by voters on November 8, 2016, then this Ordinance takes effect on the later of (a) the following day, November 9, 2016, and (b) 30 days after adoption of this Ordinance by the City Council. If AUMA is not approved by the voters, then this Ordinance is void and has no effect.

#### **SECTION 9.** Publication.

The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

PASSED, APPROVED, and ADOPTED this 25th day of October, 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. 1060 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 11<sup>th</sup> day of October, 2016 and was duly adopted at a regular meeting of the City Council held on the 25<sup>th</sup> day of October, 2016, by the following roll-call vote, to wit:

AYES:           COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_

NOES:           COUNCILMEMBERS: \_\_\_\_\_

ABSENT:        COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN:       COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** October 11, 2016

**SUBJECT: AMENDMENT TO THE STANTON PLAZA SPECIFIC PLAN**

### **REPORT IN BRIEF:**

Over the last decade, the City has worked to pursue the vision for Stanton Plaza as identified in the 2005 plan amendment. However, the market demand for this type of development at this site has never materialized. As a result, the Specific Plan is proposed to be amended to allow for a range of neighborhood- and corridor-serving commercial uses on the site. Before Council for consideration is an amendment to the Stanton Plaza Specific Plan, and an Addendum to the previously certified Environmental Impact Report.

### **RECOMMENDED ACTION**

- Conduct a public hearing;
- Adopt Resolution No. 2016-40 – Certifying an Addendum to the Environmental Impact Report (SCH #2004071165) for an Amendment of the Stanton Plaza Specific Plan and Making Findings in Support Thereof; and
- Introduce Ordinance No. 1059 entitled,

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING AN AMENDMENT TO THE STANTON PLAZA SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF”**

- Set the Ordinance for adoption at the October 25, 2016 meeting.

### **BACKGROUND:**

Ordinance No. 866, adopted August 2002, established the Stanton Plaza Specific Plan (“SP-SP” or “Specific Plan”) and designated the SP-SP zoning on the 14.56-acre (14.91 acre gross) project site bounded by Beach Blvd. to the west, Orangewood Ave. to the south, Court St. to the east and the Orange County Flood Control Channel to the north. The purpose of the SP-SP was to create a unified development plan providing flexible commercial and residential land uses with compatible site, circulation and design guidelines to provide the impetus for the quality upgrade of the area.

In 2005, in an effort to allow greater flexibility in the redevelopment of the subject property based upon a shift in market demands to include a diverse mixture of commercial and residential uses, the City Council directed staff to undertake an update to the Specific Plan. As a result of the adoption of the first Specific Plan amendment, the residential component of the Specific Plan was fully developed.

The remaining commercial development concentrated on the corner of Beach Blvd. and Orangewood Ave. has yet to be developed. As the residential development was being completed, the country experienced a severe economic downturn, and the developer was not able to complete the commercial development due to the financial situation. The Stanton Redevelopment Agency purchased the remaining commercial properties to ensure control over the future development of the site. In 2011, the State passed the Redevelopment Dissolution Act. As part of the dissolution, all real property previously held by the Redevelopment Agency was placed in a holding pattern until all documents, procedures, and requirements of the State and Department of Finance were completed.

The subject properties were finally released by the Department of Finance to the City of Stanton Successor Agency, with the requirement that the properties be sold in compliance with the approved Long Range Property Management Plan. Once the properties were released to the City for disposition, the City began accepting proposals from developers for the site. Multiple offers were evaluated and the City Council ultimately approved the proposal submitted by Frontier Real Estate Investments to be the selected developer in July 2015.

Frontier began working on identifying potential retailers in compliance with the Specific Plan. After a period of several months between July 2015 and early 2016, it was determined that the market conditions and land uses have evolved since the specific plan was last amended in 2005, and the market no longer supports the limited uses permitted in the Specific Plan. The previous amendment to the Specific Plan focused on vertical mixed-use development, the creation of a landmark place, and a Main Street onto which commercial and residential developments would be based (including the live-work units that have already been built). Over the last decade, the City has worked to pursue this vision for Stanton Plaza; however, the market demand for this type of development at this site has never materialized. As a result, the Specific Plan is to proposed to be amended to allow for a range of neighborhood- and corridor-serving commercial uses on the site.

#### **ANAYLSIS/JUSTIFICATION:**

State Planning Law allows for the adoption of a "specific plan" that tailors development regulations and land uses to a particular property, area or neighborhood. As such the specific plan acts as a separate development code separate from the citywide zoning and development regulations. Depending upon the circumstances and anticipated development scenarios, a specific plan could be less or more restrictive than the development standards set forth in the City's zoning ordinance (i.e., parking, setbacks, height, lot coverage, sign control, etc.).

The Specific Plan is generally more restrictive than the standard Zoning Code to ensure a high

level development. The greatest restriction in the existing Specific Plan is regarding the types of commercial uses that may be permitted on the site. Adoption of the proposed Specific Plan amendments would allow for a greater range of neighborhood- and corridor-serving commercial uses on the site, while still maintaining the same standards for creating a sense of place supported by high-quality design. With a special focus on ensuring quality landscaping, architecture, and outdoor spaces, the proposed amendment is intended to ensure the development of the plaza is completed in a way to be a community and corridor asset.

The Stanton Plaza Specific Plan is organized in the following manner:

- Chapter 1: Introduction
  - Relationship to other City documents and plans, description of existing conditions and opportunities and CEQA analysis.
- Chapter 2: Site Development Concept
  - Conceptual planning areas, development concept plans, and public services/facilities.
- Chapter 3: Customized Uses
  - Table 3-1 Customized Use List of allowed, conditionally allowed and prohibited land uses.
- Chapter 4: Site Development Standards
  - Development standards for residential and commercial land uses, design and landscape considerations and special treatments (i.e., bus turnouts, public areas, Main Street).
- Chapter 5: Administration and Implementation
  - Review process for entitlement applications, approval authority and necessary plan implementation measures.

Proposed Amendments – The majority of the proposed amendments include updating the Introduction chapter to include information on the development and changes that have occurred in the last ten years; amend the “Customized Uses” chapter to allow for greater flexibility in the allowed uses on the site; and amendments to the “Site Development Standards Chapter” to implement the shift from the “Internal Main Street Concept” to the “Neighborhood- and Corridor-Serving Concept”. A redlined version of the draft Specific Plan Amendment has been provided for ease of review of the proposed amendments.

The “Neighborhood- and Corridor- Serving Concept” shifts the type of development and uses that may occur from an internal, purely neighborhood centric concept, to a mixed concept. The concept attempts to develop standards to create a neighborhood or pedestrian experience, while also being cognizant of the interactions on Beach Blvd., and the need for corridor-serving uses.

Customized Uses Amendments – the proposed amendment would allow for additional corridor-serving uses in the commercial portion of the Specific Plan. Uses specifically added include drive-thru restaurant uses, service stations, and car washes. The added uses would all be subject to approval of a conditional use permit, must be consistent with the specific use standards identified

in the Zoning Code, and would be required to be developed consistent with the high quality design threshold established in the Specific Plan.

Site Development Standards Amendments – the proposed amendments to the development standards are focused around modifying the former concept of an internal main street, to a more flexible circulation pattern. Key design concepts that have been maintained include: providing high quality landscaping, developing a high quality pedestrian experience, creating effective open spaces, and ensuring a high quality corner treatment.

The proposed amendments have been drafted to maintain the City's desire to create a high quality, vibrant development. The market shift has resulted in the need to allow for a greater flexibility in uses on the site, which would allow for a mixture of both neighborhood serving uses such as restaurants, coffee shops, and similar service uses, while also providing opportunities for corridor serving uses, such as service stations, and drive-thru restaurants.

Future development proposals would need to be designed to be consistent with the Specific Plan as amended, and would be subject to review by the Planning Commission if the proposed use is subject to a Conditional Use Permit.

General Plan Consistency Finding Requirement - Government Code Section 65454 of the State Planning and Zoning law requires a general plan consistency finding by the local planning agency (Planning Commission) prior to the adoption or amendment to a specific plan. The Commission is to review the proposal and render a decision to the local legislative body (City Council).

The changes in the commercial market have been the prompting factor for the amendment to the Specific Plan. The current plan limits the type of commercial uses that may be permitted within the Specific Plan area, which is no longer consistent with the market trends and how the city is developing. The Specific Plan amendment would modify the commercial component of the mixed-use development to allow for a greater variety of commercial uses more consistent with the market trends.

To allow for the amendment of the Specific Plan, the Planning Commission must first make a finding that the proposed amendment is consistent with the General Plan. Based on a thorough review of the General Plan, staff is recommending the proposed Specific Plan amendment is consistent with the General Plan, specifically:

- "Encourage infill and mixed-use development within feasible development sites" (Community Development Strategy LU – 3.1.2);
- "Encourage land uses which maximize economic development and enhance the quality of life" (Community Development Strategy LU – 1.1.1);
- "Create an economic and fiscal balance of residential, commercial and industrial uses" (Community Development Goal LU-1.1); and
- "Ensure the continued revitalization within the existing redevelopment project area" (Community Development Goal LU-4).

Planning Commission – On September 21, 2016, the Planning Commission conducted a public hearing to consider the proposed amendment and EIR Addendum. At the conclusion of the public hearing, the Planning Commission unanimously voted to recommend the City Council approve the Specific Plan Amendment and certify the EIR Addendum.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL ANALYSIS:**

An EIR (SCH #2004071165) was prepared and certified as part of the first Stanton Plaza Specific Plan amendment. An Initial Study was prepared and completed in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code sections 21000 *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the determination was made that an EIR addendum be prepared for the Specific Plan amendment. An EIR Addendum has been prepared and included for the City Council consideration.

**PUBLIC NOTIFICATION:**

Notice of Public Hearing was mailed to all property owners within a five hundred-foot radius of the subject property, posted at three public places, and made public through the agenda-posting process.

**STRATEGIC PLAN IMPLEMENTATION:**

2 – Promote a strong local economy.

Prepared By:

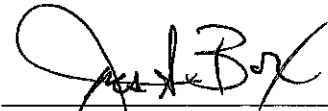
Reviewed by:

Approved by:



Kelly Hart  
Community  
Development Director

Matthew E. Richardson  
City Attorney



James A. Box  
City Manager

Attachments:

- A. Resolution No. 2016-40
- B. Draft EIR Addendum

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Page 6

- C. Ordinance No. 1059
- D. Stanton Plaza Specific Plan (redline copy)

## **RESOLUTION NO. 2016-40**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ADOPTING AN EIR ADDENDUM FOR AN AMENDMENT TO THE STANTON PLAZA SPECIFIC PLAN**

**WHEREAS**, the City of Stanton has prepared an amendment to the Stanton Plaza Specific Plan ("Project"). The proposed Amendment has updated the types of uses which may be permitted or conditionally permitted within the commercial component of the Specific Plan area, and modified the general design and development concepts to allow greater flexibility in the commercial area of the specific plan; and

**WHEREAS**, the Project would require the following approvals from the City: (1) Amendment to the Specific Plan; and

**WHEREAS**, on January 25, 2005, pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: "CEQA") and the State Guidelines for Implementation of CEQA (14 Cal. Code Regs. § 15000 et seq.: "State CEQA Guidelines"), the City Council certified the Environmental Impact Report for the Stanton Plaza Specific Plan (SCH# 2004071165) (the "EIR"); and,

**WHEREAS**, the EIR adequately addressed and mitigated, to the extent feasible, the potential environmental impacts associated with the Specific Plan; and,

**WHEREAS**, the EIR was not legally challenged and thus is presumed valid in accordance with Public Resources Code section 21167.2; and,

**WHEREAS**, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14 §15000 et seq.), the City of Stanton is the lead agency for the proposed Project; and

**WHEREAS**, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified, the lead agency is required to prepare an addendum to a previously certified EIR if some changes or additions to the EIR are necessary but none of the conditions described in State CEQA Guidelines section 15162 calling for preparation of a subsequent EIR have occurred; and,

**WHEREAS**, the City evaluated the Project by preparing an Initial Study, and based on that Initial Study and all other information in the administrative record has determined that none of the circumstances identified in State CEQA Guidelines section 15162 have arisen as a result of the Project, and that an Addendum to the EIR for the Specific Plan (SCH# 2004071165) is appropriate to analyze the reasonably foreseeable environmental impacts of the Project; and,

**WHEREAS**, on September 21, 2016, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning the Project, provided comments on the Project; and at the conclusion of the public hearing unanimously voted to recommend approval of the specific plan amendment and EIR addendum to the City Council; and

**WHEREAS**, on October 11, 2016, the City Council held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning the Project, provided comments on the Project; and

**WHEREAS**, the Addendum to the EIR is attached to the City Council's October 11, 2016 staff report, which is available for inspection at City Hall and on the City's website; and

**WHEREAS**, all the requirements of the Public Resources Code, and the State's CEQA Guidelines have been satisfied by the City in connection with the preparation of the Addendum; and

**WHEREAS**, the City Council has carefully considered all pertinent testimony and information contained in the staff report prepared for this application as presented at the public hearing; and

**WHEREAS**, the findings and conclusions made by the City Council in this Resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the Project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this Resolution; and

**WHEREAS**, prior to consideration, the City Council has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including but not limited to the Initial Study, EIR Addendum, and all oral and written evidence presented to it during the hearing; and

**WHEREAS**, the EIR Addendum reflects the independent judgment of the City Council and is deemed adequate for purposes of making decisions on the merits of the Project; and

**WHEREAS**, all legal prerequisites have occurred prior to the adoption of this resolution.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY FIND:**

**SECTION 1:** The City Council hereby finds that all of the facts, findings and conclusions set forth above in this resolution are true and correct.

**SECTION 2:** COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. The City Council has reviewed and considered the information contained in the Addendum to EIR (SCH #2004071165: the "EIR Addendum"), Initial Study, and other

documents contained in the administrative record for the Project. The City Council finds that the EIR Addendum, Initial Study and administrative record contain a complete and accurate reporting on the environmental impacts associated with the Project and that the EIR Addendum, and Initial Study have been completed in compliance with CEQA, and the State CEQA Guidelines. The City Council further finds and determines that the EIR Addendum reflects the City's independent judgment.

**SECTION 3:** FINDINGS ON ENVIRONMENTAL IMPACTS. Based on the whole record before it, including, but not limited to the EIR Addendum, Initial Study, the administrative record and all other written and oral evidence presented, the City Council find that an addendum to the EIR is the appropriate document for disclosing the minor changes and additions that are necessary to account for the Project. The City Council finds that none of the conditions under State CEQA Guidelines section 15162 requiring the need for further subsequent environmental review have occurred because the Project as described in the Addendum:

- a) does not constitute a substantial change that would require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- b) does not constitute a substantial change with respect to the circumstances under which the Project would be administered that would require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
- c) does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the EIR was certified showing any of the following: (i) the Project would have one or more significant effects not discussed in the EIR; (ii) significant effects previously examined would be substantially more severe than shown in the EIR; (iii) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the City declined to adopt such measures; or (iv) mitigation measures or alternatives considerably different from those analyzed in the EIR that would substantially reduce one or more significant effects on the environment, but which the City declined to adopt.

**SECTION 4:** ADOPTION OF ADDENDUM TO EIR FOR STANTON PLAZA SPECIFIC PLAN (SCH #2004071165) AMENDMENT. The City Council hereby adopts the Addendum to the EIR for the Stanton Plaza Specific Plan amendment.

**SECTION 5:** The documents and materials that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Avenue, Stanton, CA 90680. The Community Development Director is the custodian of the record of proceedings.

**SECTION 6:** Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

**PASSED, APPROVED, AND ADOPTED** this 11th day of October, 2016 by the following vote, to wit:

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BRIAN DONAHUE, MAYOR

ATTEST:

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PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

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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 No. 2016-40 was duly passed and adopted at a regular meeting of the Stanton City Council on the 11th day of October, 2016 by the following vote, to wit:

AYES: \_\_\_\_\_

\_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

# A COPY OF THE

## *“Draft EIR Addendum & Stanton Plaza Specific Plan (redline copy)”*

Is available for viewing on  
the City’s website at  
[www.ci.stanton.ca.us](http://www.ci.stanton.ca.us)  
or by visiting the  
City Clerk’s office at  
7800 Katella Avenue,  
Stanton

*City Clerk’s Office: (714) 890-4245*

## ORDINANCE NO. 1059

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING AN AMENDMENT TO THE STANTON PLAZA SPECIFIC PLAN, AND MAKING FINDINGS IN SUPPORT THEREOF

**WHEREAS**, on August 27, 2002, the City Council of the City of Stanton adopted Ordinance No. 866 to establish the Stanton Plaza Specific Plan ("SP-SP" -- described as a specific plan of zoning for the 14.56 acre property commonly referred to as the Stanton Plaza located immediately adjacent to, and east of, Beach Boulevard and Bounded to the north by the Orange County Flood Control Channel, to the south by Orangewood Avenue, and to the east by Court Street). The purpose of the SP-SP was to create a unified development plan providing flexible commercial and residential land uses with compatible site, circulation and design guidelines to provide the impetus for the quality upgrade of the SP-SP area; and,

**WHEREAS**, following the adoption of the SP-SP, a shift in market demands made clear a need to reevaluate the basis of the SP-SP. Accordingly, the City of Stanton prepared the first amendment to SP-SP. The first amendment was an updated policy and regulatory land use control that established both policy and concept plans which were to guide the development of the property encompassed by the SP-SP. The first amendment amended the SP-SP to allow greater flexibility in the redevelopment to the area of the SP-SP rather than focus on revitalizing existing structures and developments; and,

**WHEREAS**, the residential component of the SP-SP has been fully developed; and

**WHEREAS**, the redevelopment of the commercial component has been delayed due to the severe economic downturn, elimination of redevelopment agencies, and changes in market trends; and

**WHEREAS**, since the adoption of the first amendment to SP-SP in 2005, the commercial market trends in the City and regionally have changed; and

**WHEREAS**, the Stanton Successor Agency has partnered Frontier Real Estate Investments to complete the development of the commercial component on the corner of Beach Blvd. and Orangewood Ave.; and

**WHEREAS**, the developer has put in good faith effort to contract retail businesses consistent with the current SP-SP, however, has been unsuccessful due to the changes in market trends; and

**WHEREAS**, in order to develop the remaining portion of the SP-SP project area, the specific plan must be amended to be observant of the market trends; and

**WHEREAS**, the City of Stanton has prepared an amendment to SP-SP. The Amendment has updated the types of uses which may be permitted or conditionally permitted within the commercial component of the specific plan area, and modified the general design and development concepts to allow greater flexibility in the commercial area of the SP-SP; and

**WHEREAS**, an EIR was prepared and certified as part of the first SP-SP amendment. An Initial Study was prepared and completed in accordance with the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code sections 21000 *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the determination was made that an EIR addendum be prepared for the SP-SP amendment to incorporate the new commercial development component; and

**WHEREAS**, on September 21, 2016, the Planning Commission of the City of Stanton conducted a duly noticed public hearing concerning a recommendation to the City Council regarding the proposed adoption of the SP-SP Amendment and the Addendum to the Environmental Impact Report. At the conclusion of the public hearing, the Planning Commission adopted Resolution No. 2416 recommending that the City Council approve the Addendum to the Environmental Impact Report for the SP-SP Amendment and adopted Resolution No. 2399 recommending that the City Council approve the SP-SP Amendment ; and,

**WHEREAS**, on October 11, 2016, the City Council of the City of Stanton, after giving notice thereof as required by law, conducted a public hearing concerning the SP-SP Amendment and related Addendum to the Environmental Impact Report prepared for the SP-SP Amendment; and,

**WHEREAS**, the Council has carefully considered all pertinent testimony and information contained in the Staff report prepared for the SP-SP Amendment as presented at the public hearing; and,

**WHEREAS**, all legal prerequisites have occurred prior to the adoption of this Ordinance.

**THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Findings.** The City Council hereby finds that the fact, findings and conclusions set forth above are true and correct.

**SECTION 2. CEQA.** The requirements of the California Environmental Quality Act have been satisfied in that the City Council approved and adopted an Initial Study, and an EIR Addendum, in Resolution No. 2016-40.

**SECTION 3.** The City Council further finds as follows:

- A. The SP-SP Amendment is consistent with the Stanton General Plan. Specifically:

"Encourage infill and mixed-use development within feasible development sites" (Community Development Strategy LU – 3.1.2).

*The Stanton Plaza Specific Plan area used to be under-utilized blighted commercial development. The specific plan implemented a mixed-used vision for the redevelopment of the site. The residential development has been completed. The proposed amendment to the specific plan would allow for an expansion of commercial uses to be more consistent with market trend, to allow for the final infill development of the commercial component.*

"Encourage land uses which maximize economic development and enhance the quality of life" (Community Development Strategy LU – 1.1.1).

*The Stanton Plaza Specific Plan's fundamental outlook related to the development is a focus on quality, and the development of economic prosperity. The amendment to the specific plan would allow for a greater range of commercial uses, to be consistent with the market trend in order to obtain commercial users. The specific plan would still maintain the focus on high quality design, and pedestrian level improvements to improve the quality of life for the residents in and surrounding the specific plan area.*

"Create an economic and fiscal balance of residential, commercial and industrial uses" (Community Development Goal LU-1.1).

*The Stanton Plaza Specific Plan was designed to provide an opportunity to develop a mixed-use development. Approximately eight of the 14 acre specific plan area is developed for residential; with a three acre portion on the corner of Beach Blvd. and Orangewood Ave. designated for commercial use, along with three acres of the northern portion of the specific plan. By focusing the commercial component to be located at the major intersection, and along Beach Blvd., it provides the greatest opportunity for commercial vitality. The specific plan provides a balance of residential and commercial uses, and has situated each use in areas within the plan to be most sustainable.*

"Ensure the continued revitalization within the existing redevelopment project area" (Community Development Goal LU-4).

*The Stanton Plaza Specific Plan was adopted within the former redevelopment project area. With the amendment to allow for a greater opportunity for commercial uses, the remainder of the development would be able to be completed. The vacant, blighting portion of the specific plan area would be developed, and the majority of the specific plan area would be revitalized and built out.*

B. The SP-SP Amendment includes, by text and/or diagram, all the mandatory elements required by Section 65451 of the California Government Code.

**SECTION 4.** The Specific Plan Amendment is internally consistent with other applicable provisions of the specific plan and the Zoning Code.

**SECTION 5:** The documents and materials associated with this Ordinance that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Community Developer Department is the custodian of the record of proceedings.

**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 take effect and be in full force thirty (30) days from and after its passage. 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 8.** 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.

**PASSED, APPROVED, AND ADOPTED** this 25<sup>th</sup> day of October, 2016.

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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. 1059 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 11<sup>th</sup> day of October, 2016 and was duly adopted at a regular meeting of the City Council held on the 25<sup>th</sup> day of October, 2016, by the following roll-call vote, to wit:

AYES:       COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_

NOES:       COUNCILMEMBERS: \_\_\_\_\_

ABSENT:     COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN:    COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

# City of Stanton

## *STANTON PLAZA SPECIFIC PLAN*

---



Prepared For:  
**THE CITY OF STANTON**  
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Prepared By:  
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# ***STANTON PLAZA SPECIFIC PLAN***

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Adopted February 8, 2005

Ordinance No. 907

Amended \_\_\_\_\_, 2016

Ordinance No. \_\_\_\_\_

*Prepared For:*

**THE CITY OF**

The logo for the City of Stanton, featuring the word "Stanton" in a stylized, cursive font with a circular seal in the center of the letter "o".

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## ACKNOWLEDGEMENTS

The following individuals contributed to the completion and adoption of the Stanton Plaza Specific Plan:

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Mayor Pro-Tem:	<u>Carol Warren</u>
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Vice Chairman:	<u>Elizabeth Ash</u>
Commissioners:	<u>Sou Moua</u>
	<u>Debi Grand</u>
	<u>Gary Taylor</u>

### ~~CITY COUNCIL~~

<del>Mayor:</del>	<del>Harry M. Dotson</del>
<del>Mayor Pro Tem:</del>	<del>Brian Donahue</del>
<del>Council Members:</del>	<del>William C. Estrada</del>
	<del>Alexander A. Ethans</del>

—————~~David J. Shawver~~

**PLANNING COMMISSION** (2005)

~~Chairman~~ Chairperson:

—————David Cadena

Vice Chairman:

Barbara Quintana

Commissioners:

Thomas Frazier

Elizabeth Ash

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## Preface

# STANTON PLAZA SPECIFIC PLAN

### A Vision of Excellence ~~in a~~ Landmark Place

#### A. Overview

The City has consistently enforced standards of quality in new development to improve its visual and aesthetic appeal, to draw residents and others to its commercial services and available housing, and to increase the community's economic prosperity. Two key concepts underlie the City of Stanton's fundamental outlook related to development: a focus on quality, and the ~~development~~advancement of economic prosperity ~~through the establishment of a landmark place~~. The City of Stanton has an opportunity to create an activity center that mixes ~~destination place and activity center that mixes commercial and residential uses~~ bring together residential with neighborhood- and corridor-serving commercial uses. and by In doing so, the project ~~inherently helps create a landmark place~~ improves the community's economy prosperity. This site is envisioned to serve as a recognizable place with its own unique character that portrays a positive aesthetic image to residents and visitors alike. It is ~~an a~~ especially valuable asset in the City's most important corridor.

At the time the original Specific Plan was drafted, in June 2002, there was little interest by private parties to purchase and consolidate parcels in the Stanton Plaza Specific Plan (Amendment No. ~~4~~2) (hereafter SP-SP-~~4~~2) area. As a result, the original Specific Plan provisions focused on aesthetic enhancement of existing commercial uses and the integration of new infill commercial uses into the existing development.

In 2005, the Specific Plan was amended to ~~This Specific Plan envisions~~ facilitate a form of urban development at the site that ~~is~~would be distinct from typical suburban development. ~~This~~It will ~~would~~ be accomplished in part through the combination of commercial and residential uses on the same site or in the same building and in part through applying site development standards typically found in more urban areas. At the same time, the Plan ~~recognizes~~recognized that development here occurs in a suburban setting adjacent to existing residential uses. Consequently, the intent ~~is~~was to move toward urban standards and expectations but not yield to them completely. For example, Orange County does not have anything approaching an urban level of transit service to enhance accessibility. Parking standards ~~must~~were developed to reflect this fact.

~~Over the past two years~~The 2005 Specific Plan was undertaken because the private sector's interest ~~level~~ in the Stanton Plaza area ~~has~~had changed due, in large part, to a significant increase in market demands for residential housing. Market analyses ~~have~~showed that the site's most promising commercial pursuits lie in the development of neighborhood commercial uses, complemented by a mix of residential uses. ~~The ability to consolidate properties to develop a comprehensive project is no longer a long term vision; the opportunity is available for the City to take advantage of now.~~ To do this, revisions to the SP-SP-1 ~~have~~were ~~been~~ made to include residential uses on the site in addition to the commercial uses already permitted. Following the adoption of the Amended Specific Plan, 39 detached single family homes, 111 townhomes, and 7 live/work units were constructed in the project area (the remaining commercial piece did not develop at that time).

Now, in 2016—10 years since the Stanton Plaza Specific Plan's last amendment—market conditions and land uses have evolved necessitating further refinement of the Plan's objectives and concepts. The previous amendment to the Stanton Plaza Specific Plan focused on vertical mixed-use development, the creation of a landmark place, and a Main Street onto which commercial and residential developments would be based (including the live-work units that have already been built). Over the last decade, the city has worked to pursue this vision for Stanton Plaza, however, the market demand for this type of development at this site has never materialized. As a result, the City has elected to allow for a range of neighborhood- and corridor-serving commercial uses on the site.

The subsequent chapters are a reflection of this change in strategy. The Specific Plan still maintains the same standards for creating a sense of place supported by high-quality design. With a special focus on ensuring quality landscaping, architecture, and outdoor spaces, the direction provided in this Amendment is intended to help make Stanton Plaza the community asset that it was always intended to become.

The user of this Plan is asked to appreciate that unique guidance had to be crafted into the provisions of the Specific Plan, which ultimately achieves a blend of urban and suburban characteristics that is neither totally one or the other. This is considered reasonable and appropriate in this area because of the unique factors that apply to the property and the economic conditions influencing development here.

## B. Benefits of Mixed-Use Projects

This type of mixed-use project can provide several benefits to the community including:

- Efficient use of land through the accommodation of increased densities and intensities of use within a concentrated area, minimizing sprawl and consuming less open space and land.
- The creation of a walkable, pedestrian friendly environment that increases community vitality.
- Reduction of vehicular trips and reliance upon the automobile by providing ~~a mix of amenities~~ neighborhood-serving commercial uses ~~within close proximity to residential uses.~~
- ~~Accommodation of some vehicular traffic through the application of an internal "Main Street," preventing the automobile from dominating the project while enhancing of the pedestrian experience.~~
- ~~Creation of a landmark place through the application~~ Ensuring quality design through the use of superior design elements.
- Provision of additional housing choices and opportunities for local residents and workers.



## C. Key Controlling Factors

There are a handful of key controlling factors that shape future development within the specific plan. Each one contributes to the site's ability to create a space that the community can enjoy while minimizing the level of environmental impacts that could be generated as the result of new development. The Stanton Plaza Specific Plan area is guided by the following factors:

***The project does not exceed the trip budget of 6,500 average daily trips***

Overall, residential uses generate fewer vehicle trips than commercial uses. With that in mind, the site's development capability and development standards are based upon a proposed project's ability to stay below an average daily trip count of 6,500, as calculated for the entire Specific Plan area (including trips generated by existing uses). New developments staying below the 6,500 ADT threshold will eliminate the need for additional environmental review related to traffic and trip counts. In addition, developments staying below





## Stanton Plaza Specific Plan

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6,500 ADT will not generate a need for CMP (Congestion Management Plan) analyses and studies. As such, the traffic count serves as one of the key controlling factors for development on this site.

# Stanton Plaza Specific Plan



***The project's uses and design are compatible with the adjacent portions of the Specific Plan.***

The integration of new development into the existing urban fabric is of particular concern to the City. New development is desired, but not at the expense of the quality of life of ~~their~~ existing residents. ~~The interface and transitions between residential homes and commercial uses Linkages to the mobile home park and other residential uses across Court Street, as well as the scale of the structures proposed in Stanton Plaza, are~~ are examples of the design issues that must be taken into consideration before any new development is built.

***The project contributes to the ~~landmark~~ design quality ~~ies~~ expected of this Specific Plan area.***

The prominent location of Stanton Plaza necessitates a quality development that makes a statement about the community to all those that pass by. One of the key goals of the City is to ~~create a landmark place~~ set the tone for quality design at Stanton Plaza that will set the standard for all future development of the City's high profile properties located in major corridors. Stanton Plaza is envisioned as a place that not only has a unique architectural identity, but also ~~as a place where the feeling of community can be fostered among the City's residents. It is also envisioned that Stanton Plaza would contain characteristics that would draw visitors to it from neighboring communities~~ creates a sense of place along the corridor.

~~For projects in planning areas A and B, a unique "main street" concept is included in the project design to distinguish Stanton Plaza from conventional strip commercial development.~~

~~Typical strip center development will not contribute to Stanton Plaza's ambition to become a "landmark place." Creative commercial design, including the development of an internal "Main Street" feeling, allows for a more pedestrian friendly project that provides a more protected walking environment than Beach Boulevard. Any commercial design proposed for the site should employ creative design solutions that contribute to the unique sense of place desired at Stanton Plaza.~~



The policy and regulatory direction provided in the following chapters serves to implement the key controlling factors identified above.





## Chapter 1 INTRODUCTION

### A. Location

Stanton Plaza is located in the City of Stanton in Orange County, California. The 14.91-acre site is located immediately adjacent to, and east of, Beach Boulevard. As shown on Figure 1-1, Location Map, the specific plan area is bounded to the south by Orangewood Avenue, on its easternmost edge by Court Street, and to the north by an Orange County Flood Control channel.

### B. Relationship to City Plans and Relevant Documents

The City of Stanton General Plan (1992) designates this site as a Theme Mixed Use – Stanton Plaza. In 2002, to accommodate residential development proposed at that time and to maintain the direction for development of commercial uses, the General Plan was amended to include the development of residential uses in the description of the Theme Commercial designation. The City of Stanton's Zoning Ordinance designates the Stanton Plaza site as Stanton Plaza Specific Plan (SP-SP).

~~As the market conditions and desired land uses have evolved over time, so too has the City's vision for this site. Since the specific plan was adopted in 2005, the residential uses have been fully built out. The commercial uses were originally envisioned to be a commercial mixed-use development that would serve as a landmark for the area. This type of development, however, has never materialized despite the city's best efforts to attract development to the site. After considering the City's long-term goals and the market analysis for this area it has been determined that changing the commercial uses from a mixed-use plaza to neighborhood serving convenience commercial uses would be in the best interest of the City.~~

The Specific Plan Area provides the City the opportunity to develop a flexible mix of uses at a manageable scale and design quality desired by the community. Wishing to capitalize on these favorable conditions, the City [has](#) elected to revisit the provisions outlined in the previous Specific Plan to ensure they were compatible with future goals for the site, and make changes accordingly. The regulatory direction in this document has been updated to reflect those changes. It is also



# Stanton Plaza Specific Plan

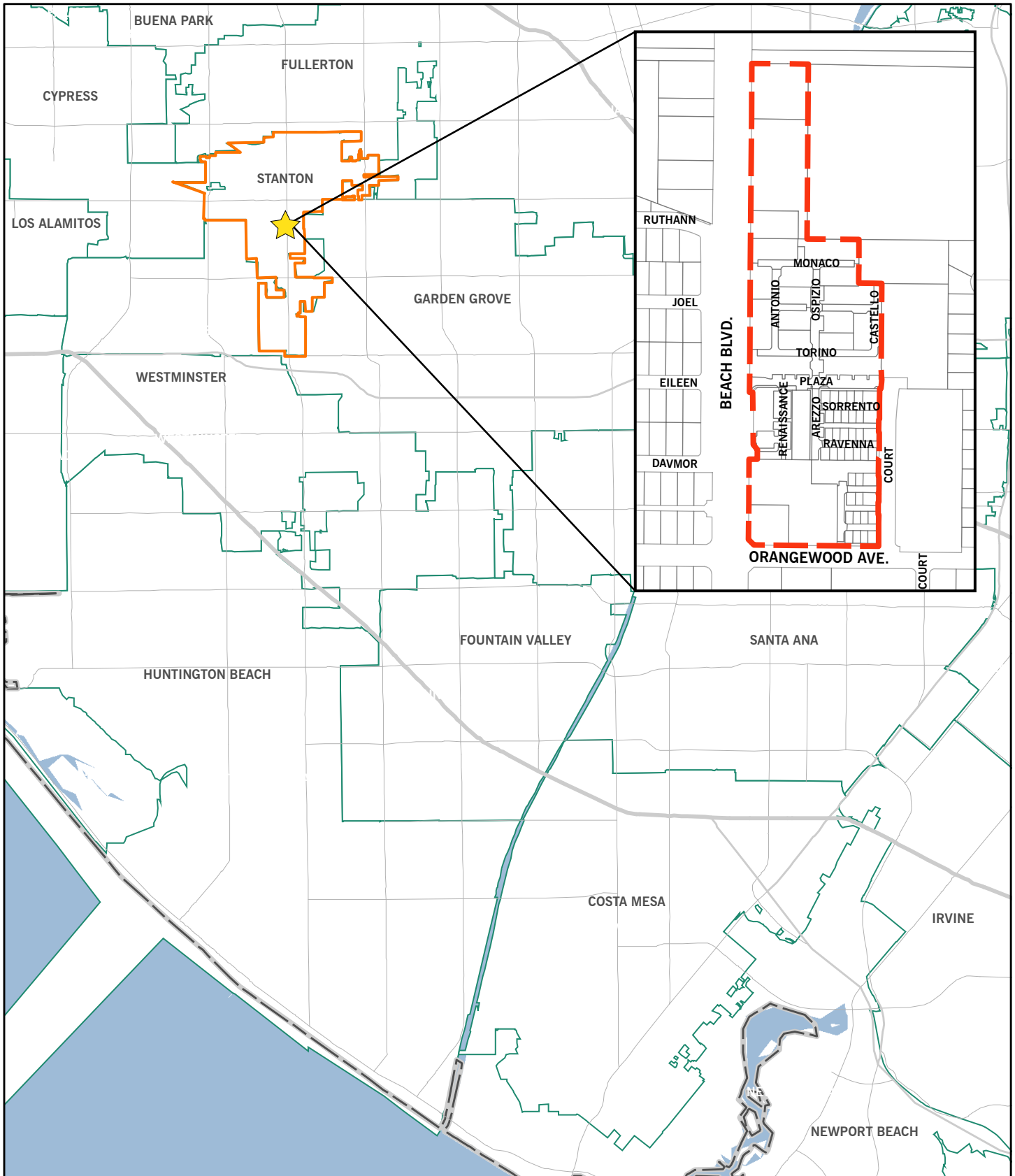
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important to note that commercial land uses are proposed as a result of a citywide and site focused market analysis.

In light of the current demands in the market for residential housing, the City has experienced a shift in values that is more supportive of residential uses in this predominantly commercial corridor than has typically been the case in the past. This Specific Plan expands residential guidance and focuses commercial expectations. It also consolidates all regulatory direction for this property into a single document and incorporates zoning provisions for both commercial and residential uses.

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# Location



## City of Stanton Stanton Plaza Specific Plan

Figure 1-1

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*What are we trying to achieve at Stanton Plaza?*

The purpose of this specific plan is to provide the momentum for the much-needed revitalization and upgrade of the Stanton Plaza site. The plan is intended to implement the goals and strategies of the city's General Plan, redevelopment plan, and other applicable planning guidance. Primary objectives of the specific plan are to:

- Create a ~~landmark~~ place that serves as a model for future design quality and development expectations;
- Establish an urban complex that fits into the surrounding suburban context;
- Provide for flexibility in land use opportunities to accommodate the proposed commercial and residential uses as well as variations in uses in response to evolving market and site conditions;
- Establish land uses, circulation design, site development standards, and design guidelines that promote the site's potential and enhance the character of the site and adjacent land uses;
- Provide for a scale and mix of uses that can make for the most efficient use of the parcels, taking into consideration size and shape, proximity to existing, adjacent uses, and the potential for incremental development on the site;
- Facilitate an appropriate mix of land uses that establishes the site as ~~an~~ ~~community~~ activity center with successful retail and residential components;
- Identify preferred locations of residential and commercial land uses;
- Substantially improve the visual and functional attributes of the site; and
- Increase the economic potential of the project site.

The intent of the plan is to establish quality standards with any development or redevelopment project that occurs on the site. It is also imperative that each new development or redevelopment within the plan not only reflect the quality and functional standards it specifies, but that each increment also contributes to the redevelopment of the site as a unified whole. The incremental steps taken within individual developments must, in other words, add up to more than the sum of their parts. The integration of quality uses over time can create a cohesive project that makes a statement of quality and character within the City.

## C. Existing Conditions and Opportunities

At the time of the last amendment in 2005, the existing conditions were outlined as follows:

~~, Existing Conditions,~~ ~~t~~The specific plan encompasses 11 parcels, with multiple owners, together with an abandoned drive aisle, and Plaza Way, a city-owned right-of-way. The northernmost portion of the site is a narrow strip totaling 3.24 acres. This area presents a long, shallow frontage along Beach Boulevard and is under only two ownerships. The area directly south is roughly square in shape and its 5.12 acres are divided into narrower but deeper parcels. The most southerly portion of the planning area is almost exactly square and its 6.2 acres make it the largest of the three. It also contains the largest vacant parcel as well as the only public right-of-way within the site boundaries, Plaza Drive.

The northern area is defined by its unique configuration, orientation, and relationship to the mobile home park directly to the east. The midsection is distinct because of its multiple ownerships, unusually narrow parcels, and dominant commercial activity within the site. The southernmost portion of the site has its own character because of the "nesting" of parcels

*within it (as opposed to the parallel arrangement in the areas to the north), because it is surrounded on all four sides by public streets and because of the extent of vacant land it contains.*

~~*Efforts are currently underway by development interests to acquire and consolidate properties thereby reducing the number of multiple ownerships in the future. Acquisition of multiple properties will facilitate and possibly expedite the development of the Stanton Plaza Specific Plan.*~~

~~Since 2005~~Today, the residential land uses envisioned for the middle of the site have been developed (157 units, including 7 live-work units). The commercial uses on the north end of the site remain as they were in 2005. The commercial uses at the southwest corner of the site (i.e., the northeast corner of Beach Boulevard and Orangewood Avenue) have been demolished and that portion of the site remains vacant.

## D. Action Expectations

Numerous statements occur in this plan in the form of policies, standards and guidelines that define action expectations to achieve the desired results. The following terms clarify the level of commitment intended in the plan. They reflect the expectation or outcome desired. The application of each term to a particular policy or action is a deliberate application of these definitions.

- **Shall.** We will always follow the policy or apply the standard. This is our absolute commitment to the direction expressed. Our expectation is that the direction will definitely be implemented under all circumstances.
- **Should.** We will follow the policy or apply the standard in almost all cases. Exceptions or degrees of implementation are acceptable for good reason. Our expectation is that the direction will almost always be followed.
- **Allow.** We will permit someone else's initiative and support it unless there is a very good reason not to. Our expectation is that the direction will generally be implemented, even though a party other than the City carries it out.
- **Consider.** We will investigate the proposed action or standard to determine the actual level of commitment that is appropriate under the circumstances. Our expectation is that an open-minded effort will be made to evaluate the possibilities until facts are determined and a decision can be made based on those facts.
- **Restrict.** We will take action within certain bounds to limit the direction defined. Our expectation is that implementation will occur, but at a constrained level or within specified limits.
- **Prohibit.** We will actively prevent a specified condition, use or standard from occurring. Our expectation is that the condition or action described will not happen under any circumstance.

Other terminology may appear in certain policy statements. These terms are to be interpreted according to their similarity to the appropriate term described above.

## E. Authority

The Stanton Plaza Specific Plan is established through the authority granted to the City of Stanton by the California Government Code, Title 7, Division 1, Chapter 3, Article 8, Sections 65450 through

65457. The Government Code authorizes cities to adopt specific plans either by resolution as policy or by ordinance as regulation. A Planning Commission hearing and City Council hearing are required. Specific plans must be adopted by the City Council to be in effect.

This specific plan is both a policy and a regulatory plan. It establishes policy, including a concept plan, which guides the development of the site. Chapters 3 and 4, Customized Uses and Site Development Standards, respectively, serve as the property's zoning, adopted by ordinance. Development or site plans for this area must be consistent with this specific plan. The subjects covered by this plan are the same as for the General Plan to the extent that they apply to this area.

## **F. CEQA Compliance**

This specific plan is prepared in accordance with the California Environmental Quality Act (CEQA). An initial study was prepared, and it was determined that a focused Environmental Impact Report (EIR) was needed to analyze potential project impacts. Future development projects that are consistent with this specific plan will not require further environmental documentation nor focused environmental analysis pursuant to CEQA.

## **G. Funding**

It is the intent of this process to recover costs for the preparation and implementation of the Stanton Plaza Specific Plan by collecting appropriate fees as development occurs on the site, or by cost-sharing with a master developer.

## **H. Contents of the Specific Plan Document**

This entire document constitutes the specific plan for the project and property.

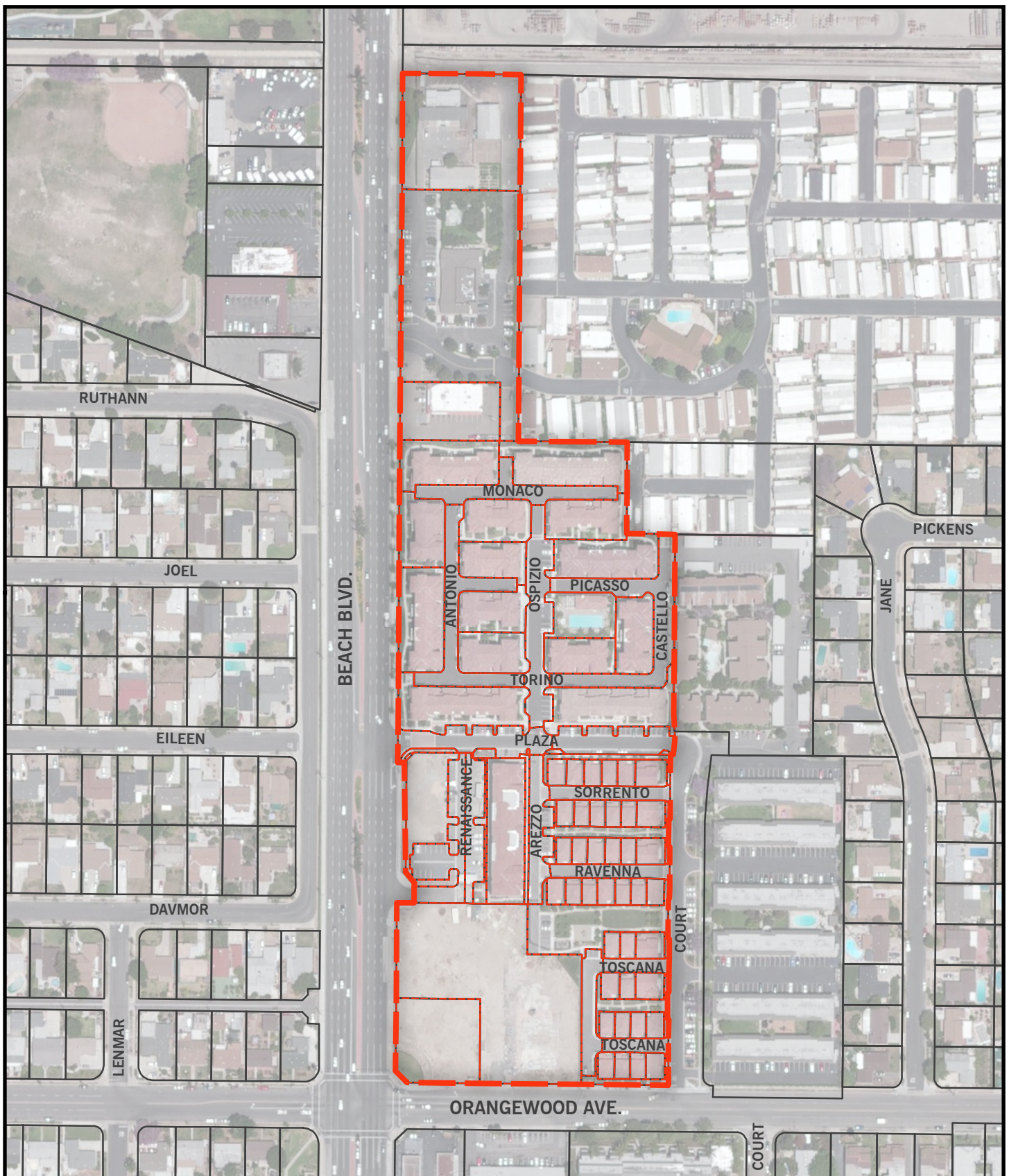
- Chapter 1, Introduction, presents the background necessary to understand the basis for the specific plan.
- Chapter 2, Site Development Concept, describes the intended pattern of land use and supporting infrastructure.
- Chapter 3, Customized Uses, details the uses permitted, conditionally permitted, and precluded on the site.
- Chapter 4, Site Development Standards, details standards for the project's development.
- Chapter 5, Administration & Implementation, describes the procedures applicable in administering the plan and steps to be taken in implementing it.
- Appendix A, Annotated Site Map, is comprised of a map indicating the existing land parcels within the site and the related property ownership.

Additional analyses were conducted in association with the Stanton Plaza Specific Plan and are available under separate cover. They include:

- Analysis of Retail Development Potential for Stanton Plaza and Other Sites within the City of Stanton, August 2004, which presents the main findings of the market study completed for the site.
- Initial Study and Environmental Impact Report, which incorporates the environmental documentation and traffic impact analyses prepared for the project.
- [Addendum to the Environmental Impact Report \(2005\)](#).

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# Existing Conditions



**City of Stanton**  
Stanton Plaza Specific Plan

Figure 1-2

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## Chapter 2 SITE DEVELOPMENT CONCEPT

### A. General Plan Compliance

~~The~~In the 1992 Stanton General Plan, the Community Development Section included~~s~~ tailored development direction for several opportunity areas: portions of the community in which change is imminent and direction is needed or areas in which change is desired and both stimulation of change and direction are needed. One of these opportunity areas ~~is~~was Area G, Theme Mixed Use—Stanton Plaza, which ~~falls~~fell into the second type of opportunity area, requiring both stimulation and direction. In 2008, the updated Stanton ~~The~~ General Plan ~~envisions the~~designated the area of the Stanton Plaza Specific Plan as ~~a~~General Mixed Use. This Mixed-Use area is meant to encourage revitalization and future development in strategic areas of the city by:

- Encouraging revitalization or future development in strategic areas of the city;
- Encouraging the combination of some commercial activity with other reinforcing land uses, especially residential, to create economically and aesthetically pleasing projects;
- Providing property owners the flexibility to adapt project design to market forces to encourage quality development; and,
- Supporting and reinforce commercial activity with increased densities, intensities and flexibility.

The updates to the Stanton Specific Plan reflect these changes to the Station General Plan and respond accordingly. ~~landmark development that includes mixed-use commercial and residential development to respond to market forces, value potential and site limitations now understood as a~~

~~result of more focused and detailed market analysis. The following language provides a description of Opportunity Area G on page 19 of the General Plan. Although the Themed Mixed Use designation was removed in the 2008 Stanton General Plan update, the following concepts from the 1992 description of Opportunity G give insight into the development of the site. ÷~~

## Theme Mixed-Use—Stanton Plaza (1992 Stanton General Plan)

- Capture regional traffic along Beach Boulevard as well as linking with surrounding neighborhoods by creating a special, mixed-use development that is attractive as a destination as well as a neighborhood serving complex.
- Develop with a common design theme that creates a sense of place and positive identity irrespective of the mix and proportion of commercial and residential uses that eventually develop on the site.
- Base the approval of incremental development projects on a single concept plan that offers defined ranges of flexibility to accommodate market changes.
- Provide public spaces to serve both commercial visitors and local residents as a means of promoting Stanton Plaza as distinctly desirable place.
- Accommodate special community events on the site as a means of generating continued interest in the businesses and housing opportunities located here.
- Keep options open as selected individual properties become available for development to choose between commercial, mixed use and residential development. While live/work residential units are not a requirement of this Specific Plan, it is strongly encouraged that a live/work component be integrated into the project design to foster the pedestrian walkability and contribute to the landmark place making capabilities of the project.
- Accomplish the balance of guidance and flexibility responding to the opportunities related to this site through the adoption of a specific plan by ordinance including development regulations that serve as zoning for this site.

## **B. Land Use Designation**

The entire site is designated in the Zoning Code as Stanton Plaza Specific Plan (SP-SP-~~4~~2). This designation draws upon the general provisions and intent of the City's existing Planned Development District, which seeks to achieve exceptional quality development through creative site design, coherent architectural treatment, provision of site amenities, and commitment to high quality construction. Whereas the application of the City's existing PD district is optional, and is typically

combined with an underlying base district, this specific plan constitutes the zoning for the project. Its provisions are therefore mandatory.

The intent of the specific plan is to encourage the intensification of Stanton Plaza through the infill of a range of new commercial and residential development. It is intended to carry out the City's vision of quality, economic vitality, and synergy of uses, ~~and creation of a landmark place~~ by focusing commercial uses in clearly defined areas, while facilitating higher-density ~~complementary~~ residential and ~~possibly~~ live/work uses in the remaining areas. Within the SP-SP-~~1~~2 designation, four sub-areas have been created as shown on Figure 2-1, *Conceptual Land Use Planning Areas*. The Conceptual Land Use Planning Areas identify the City's preferred location for each type of use, and is meant to accommodate changes in the planning area boundaries (to be enlarged or reduced) to respond to future market needs.

The use of planning areas provides flexibility to respond to the market opportunities for residential and commercial development that will evolve over time. The site development standards for the potential range of uses—especially relating to design—protect private and public investments in new, expanded, and rehabilitated development and their supporting improvements. Thus, the planning areas become a major tool in striking a creative balance between clear use guidance and flexible response to emerging opportunities.

## Key Controlling Factor

An underlying theme of this Specific Plan is to allow the greatest flexibility in land use and site design as possible. There are many different development scenarios that can be developed in Stanton Plaza, as long as the maximum number of trips generated by the proposed mix of uses does not exceed the threshold for maximum number of vehicular trips identified as part of this plan (6,500 ADT). The Environmental Impact Report [and Addendums](#) have analyzed alternatives using this number as the maximum allowable number of average daily trips, so any proposed development in Stanton Plaza that is below the ADT threshold will not need additional environmental review related to traffic. In addition, if new development generates less than 6,500 ADT, the need to analyze or modify the County's CMP will be prevented. This further emphasizes the need for the site to be developed as a cohesive project versus in separate pieces as it is the sum of all of the uses that will determine whether or not traffic thresholds can be met, and therefore, whether or not a use can be developed on the site. The relationship between traffic trip thresholds and permitted mixes of uses is discussed further in Chapter 3.

## C. Development Components

While each sub-area has its own land use potentials, certain common features serve to unify the entire site. These features allow the uses to reinforce and benefit each other as well as achieve a greater level of effectiveness and efficiency of development. The necessity to provide these unifying features came out of an analysis of the economic potential of the Stanton Plaza site. The entire site is too large to be solely a neighborhood center and too carved up in parcels with odd dimensions to achieve optimum efficiency in land use. The only way to avoid those limitations would be for total site property assembly and complete redevelopment—~~a level of change that is foreseeable in the near future, especially in Sub-Areas A, B, and C.~~ Thus, these unifying features become a keystone in the effective revitalization of this portion of the City.

The key unifying features include:

### Access

Efficient access depends on capitalizing on the flow of traffic along Beach Boulevard as well as the protection of the signalized intersection at Orangewood Avenue. This entails focusing access on Court Street and Plaza Way on the west ~~(even if it becomes a private drive)~~, and the mobile-home park access drive to the north. Any other drive access points must be kept to a minimum and be restricted to “right-in/right-out” movements to avoid cross-traffic conflicts (Plaza Way and the mobile home access drive are excluded from this provision, as “left-in/left-out” traffic will be permitted). Any modifications to existing access along Beach Boulevard must be made in consultation with Caltrans.

### Internal Circulation

Focused access to the site requires efficient movement within it. Figure 2-5, Internal Circulation Plan, depicts the planned circulation pattern on the site. This will be achieved through ~~a north/south internal drives~~ [\(primarily Ospizio, Renaissance Way, and Court Street\)](#) that connects ~~the mobile home park access drive and Plaza Way~~ [access points along Beach Boulevard and Orangewood Avenue to residential and commercial uses.](#) This further allows internal traffic to move via Plaza Way, ~~and Court Street,~~ [and Renaissance Way](#) to Orangewood Avenue forming an internal backbone

system. Access between commercial areas and adjacent residential development shall be designed to permit emergency vehicle movement, pedestrian/bicycle linkages, and limited vehicular movement to be used predominantly by any proposed residential units. Residential areas are not intended to serve as a "cut-through" roadway linking areas designated for commercial or mixed use.

~~An internal "Main Street" circulation connector~~[Renaissance Way](#) in the southern part of the project area links ~~main site access points~~[Plaza Way](#) to residential ~~and live/work~~ units, commercial businesses, parking areas, and delivery areas. Commercial and live work products proposed in the Specific Plan should be oriented toward ~~the internal Main Street~~[Renaissance Way where possible](#), allowing direct access to parking and accommodating internal through traffic. ~~The Main Street~~[Internal connector streets](#) ~~concept is~~[are](#) meant to accommodate vehicular traffic flows at lower speeds, which are conducive to pedestrian activity.

The internal circulation system is also supplemented by parking bays and internal drives that channel traffic to convenient locations providing access to the commercial and residential uses. In addition to access, parking ~~will is~~ also ~~be~~ an important issue along Court Street, ~~which has been.~~[This specific plan proposes to redesign and stripe](#) ~~Court Street~~ to accommodate ~~diagonal~~ parking on both sides of the street ~~(with some of the diagonal parking area on the west side being provided by the Stanton Plaza properties).~~ Linkages to off-site properties or areas will be provided via sidewalks and pathways located on the interior and exterior boundaries of the site. Sidewalk concepts can be found in Section 4 of the SPSP.

## Entry Points

While these are tied to the main access points, discussed above, they matter beyond just access. They are also symbols of the new Stanton Plaza—a testimony to the transformation of this area into a definitive place with a positive image and emerging new presence along one of Orange County's most important transportation routes. The plan specifies how to design these entry points so they capture the desired level of attention by those who will seek Stanton Plaza as a destination.

## Landscaping

One of the most powerful contributors to the unification and aesthetic quality of the site is the landscaping strategy included in this plan. No single aspect of site development is as cost effective as landscaping in helping to create a positive image and sustaining that image even as the building or revitalization of structures proceeds in phases over time. In essence, landscaping creates a visual framework within which development evolves and matures. The landscape concept focuses particularly on entry points and main access drives, the Beach Boulevard and Orangetown frontages, the parking areas and accents for buildings. [Landscaping should also be used as a means to create green screens between residential units and other uses such as busy streets and commercial uses](#)~~development.~~ The concept provides direction for a three-tiered landscape treatment featuring ground cover, intermediate height plantings and selected locations for taller, landmark plantings. The provisions in the City's 2004 Street Tree Master Plan should also be incorporated into the project wherever possible.

## Architectural Theme

A consistency in architectural style and thematic detail can make a huge difference in the image of Stanton Plaza. It is desirable to achieve a consistent "look" throughout the site by establishing

guidance for the site's architecture and ensuring, through site plan review, that the guidance is respected. That means that each increment of development moves closer toward the desired end-state condition expressed in the Concept Plan. In this case, a consistent building style and theme will be applied as each parcel is developed, redeveloped, or rehabilitated. [Residential and commercial development should use similar architectural styles and elements in new construction so that they are compatible.](#) —This Specific Plan intentionally does not identify a particular architectural style; flexibility in the Plaza's ultimate architectural appearance has been purposely built into the development plan so long as the quality architectural details identified later in this document are implemented. It is anticipated that as other areas within the City redevelop, that they will also establish an architectural style that is unique, further supporting the City's goal of creating landmark places with distinctive identities.

## Signs

It is essential for businesses on this site to be clearly identified for the public. It is also desired for the mobile-home park and any other uses related to the site. At the same time, it is important to install signage that contributes to a positive quality. Signs must be readable from Beach Boulevard for the most part and convey three impressions: the identity of the business or development, a sense of quality, and a consistency throughout the site that ties in with the architectural theme. All signs proposed for the Stanton Plaza Specific Plan project will be governed by a comprehensive Sign Program that will provide consistency in design style and direction for placement and size of signs.

## Infrastructure Systems

Not all of the supporting infrastructure systems are visible. Of course, the circulation system and surface drainage facilities are, but water and sewer systems are not. Virtually all of the necessary supporting infrastructure presently exists and is sufficient to accommodate the proposed uses in the plan. Three aspects of infrastructure will need improvement in addition to their redesign to reflect the Concept Plan:

- The internal circulation system, described above, will need to be resurfaced owing to its deteriorated condition. It will further need to be redesigned and augmented with carefully designed pedestrian walks;
- Parking areas will need to be replaced with new areas that are integrated with proposed development; and
- Power and telephone lines need to be placed underground to eliminate their visual impact on the site.

To the extent that these features do not exist (as with the vacant parcels), their addition will be a required condition of any site plan approval before a certificate of use and occupancy can be issued.

## D. Utilities and Service Systems

### Wastewater Services

The project site is located within the jurisdictional boundaries of the Orange County Sanitation District (OCSD). According to the City of Stanton General Plan, the City operates and maintains sewer service for the area. The site is currently serviced by existing sewer lines to the commercial

# Stanton Plaza Specific Plan



properties onsite. The City of Stanton contains three major trunk lines and one lift station and receives flows from 3,100 tributary acres.

The OCSD has two treatment plants in the service area, Reclamation Plant No. 1 located in Fountain Valley and Treatment Plant No. 2 located in Huntington Beach. The City of Stanton would be serviced by Treatment Plant No. 2, which has an average flow of 151 million gallons per day (mgd) and a maximum capacity of 172 mgd.

The proposed plan is not estimated to exceed the capacity of the treatment plants in the OCSD. The OCSD has indicated that they would be capable of providing sewer service to the Stanton Plaza Specific Plan and no significant impacts to the District's system capacity are anticipated. The OCSD recommends that all industrial users should take on-site measures to reduce the strength load of sewage. In addition, commercial users should incorporate all practical and mandated water conservation measures.

## Water Services

The proposed project is located entirely within the boundaries of Orange County Water District (District) and service, within the City of Stanton, is provided by the Southern California Water Company's (SCWC) West Orange County System in the Los Alamitos Customer Service Area. The SCWC purchases imported water from the Metropolitan Water District of Orange County (MWD), which augments water supplied from 21 wells. The SCWC maintains the following wells within the vicinity of the project: Orangewood Avenue 800 feet west of Beach Boulevard; Beach Boulevard and Catherine Avenue; and Dale Avenue 600 feet north of Chapman Avenue. Water service for the proposed development shall be subject to the availability of water from SCWC.

### *Existing Facilities* [\(2005\)](#)

~~The site is currently serviced by existing lines to the commercial building located with the Stanton Plaza.~~ [In 2005](#), Existing water mains located near the project site included a 12 inch main on the east side of Beach Boulevard south of Plaza Way; a 10 inch main in Orangewood Avenue from Beach Boulevard to Court Street; a 6 inch main in Plaza Way from Beach Boulevard to Court Street; a 6 inch main in Court Street from Plaza Way to Orangewood Avenue; and a 6 inch and 4 inch main in an easement north of Plaza Way. Distribution mains for the proposed plan would be sized by SCWC based on estimated domestic demands and fire flow requirements. Domestic demands are based on the type of land use, in this case residential and commercial/retail users. Pipe sizes are typically determined by fire flows, which exceed domestic demands. The project site distribution mains have been sized accordingly. Hydrants would be spaced and located based on the Orange County Fire Authority (OCFA) requirements. Maximum pipe velocities during domestic use flows and during fire flow conditions would be determined by SCWC.

The SCWC's West Orange County System obtains its water from local wells and from connections with the Metropolitan Water District. [In 2005](#) typically, about 84% (15,400 Acre-feet per year) ~~comes—came~~ from groundwater and about 16% (2,900 Acre-feet per year) ~~comes—came~~ from imported supplies.

[In 2005](#), ~~C~~onsultation with the SCWC ~~has~~ indicated that they would be capable of providing service to the Stanton Plaza Specific Plan and no significant impacts to the District's system capacity are anticipated. ~~Currently~~ [At that time](#), there ~~is—was~~ no water main on the east side of Beach Boulevard

north of Plaza Way; ~~however~~however, installation ~~of this main is expected by October 2004~~has since been completed. The SCWC had~~s~~ also identified that the existing mains in Plaza Way and Court Street ~~are~~were only 6 inches in diameter and may need to be replaced to meet fire flow requirements of the proposed project. Based on this recommendation, the project ~~would~~was ~~be~~ required to replace existing mains in Plaza Way and Court Street to meet fire flow requirements of the project.

## Solid Waste

The collection of solid waste would be handled by the CR &R. The City of Stanton currently disposes the majority of the solid waste generated to the Frank R. Bowerman Landfill, the Olinda Alpha Landfill, and the Prima Deshecha Landfill. Supplemental disposal facilities include the Avrin Sanitary Landfill in Kern County and the Fontana Refuse Disposal Site in San Bernardino County. Landfill capacities are discussed in Section 5.84, of the Stanton Plaza EIR along with projected solid waste generation.

## Telephone/Gas/Electricity

Telephone services will be provided to the Stanton Plaza Specific Plan project by Pacific Bell, electricity will be provided by Southern California Edison, gas will be provided by the Southern California Gas Company, and cable services will be provided to the project site by Time Warner Communications.

## E. Public Services

### Fire Protection

Fire protection services are provided to the project site by the Orange County Fire Authority (OCFA). The fire stations that would serve the site are Station No. 46, located approximately 0.76 miles from the project site at 7871 Pacific Street in the City of Stanton, and Station No. 63 located approximately 4 miles from the project site at 9120 Holder Street in the City of Buena Park. Station No. 46 is equipped with one truck and one paramedic engine and Station No. 63 is equipped with one engine. In addition, an automatic aid agreement between the OCFA and the Garden Grove and the Anaheim Fire Departments would supply an additional paramedic engine. Additional backup assistance is provided from other stations in the area when necessary. Station No. 64, Station No. 65 and Station No. 17, located 3.1, 4, and 4 miles from the site respectively, would provide ~~back~~ up backup assistance.

### Police Protection

The Orange County Sheriff's Department (OCSd) provides police protection services to the project site. The Sheriff's Department police protection services are provided by its West Operations Division from its West Station, located at 11100 Cedar Street in the City of Stanton, less than a mile west of the project site. The West Station's patrol area includes the City of Stanton. The station is a full service Sheriff's station providing patrol services, investigative services and community relation services. For patrol and investigative purposes, the City is separated into three separate patrol areas.

### Parks

Stanton Plaza is serviced by ~~four~~ six active parks, two passive parks, a municipal tennis court, a sports facility, neighborhood center and a Community Services Center. In 2016, the City opened a new 11.5-acre park called Stanton Central Park. It is located on Western Ave. (10660 Western) between Katella Ave. and Cerritos Ave. and contains amenities such as a playground, splash pad, basketball courts, tennis courts, and a skate park. According to the City's General Plan, no new park acreage has been added since 1972. Currently there are plans to add an additional ~~The City also completed and opened a~~ 1.3-acre park called Harry Dotson Park and community center on Fern Street and a 3,000 square-foot activity center to the Zuniga Park. Although the City is deficient in

park acreage with only ~~0.91~~ acres per 1,000 residents compared to the 3 to 5 acre recommended standard per 1,000 residents, the City ~~is taking~~continues to take steps to provide additional parks and recreational services to its residents.

The proposed plan of development is anticipated to generate an increase demand for parks and recreation facilities from conversion of commercial space to a mix of residential and new commercial uses~~the proposed maximum 1,158 individuals. Although this increase in persons is not considered substantial new growth in the area, implementation of the amendment would affect demand for park and recreational services in nearby communities and/or in communities.~~ According to the City of Stanton, park needs are assessed at 3 acres per 1,000 people. Since the proposed plan ~~would~~is anticipated to generate a maximum of 1,158 individuals with a residentially intensive buildout (Figure 2-3), the proposed plan ~~would~~was anticipated to generate a need for 3.5 acres of parkland. However, this ~~is~~was a ~~worse case~~worst case scenario and actual parkland need ~~is~~was expected to be considerably less due to the mixed-use nature of the project. However, standard park-in lieu fees granted by the Quimby Act would apply to the proposed plan.

Along with the residential uses developed on the site, the residential component of the Specific Plan area features multiple recreational areas, including a pool and clubhouse, pedestrian paseos, and an open turf play area. These spaces provide important places for residents of the community to recreate, and help contribute to the dynamic pedestrian-friendly, mixed-use environment of the area. Any new development continues to be subject to the Quimby Act, as applicable, and the open space standards identified in this Specific Plan.

## Schools

### *Garden Grove Unified School District*

The proposed project site is located almost entirely within the Garden Grove Unified School District (GGUSD), which serves the cities of Garden Grove, Anaheim and Stanton. Schools serving the project site include Bryant Elementary School, Alamitos Intermediate School and Rancho Alamito High School. In addition, GGUSD has two special education schools, Jordan SLC and Mark Twain, and two adult learning schools, Lincoln Education Center and Chapman Hettinga, within its jurisdiction. Bryant Elementary is the closest school facility to the project site, located a half of a mile from the Stanton Plaza. Current enrollments and enrollment capacities of GGUSD schools serving the project site are listed in Table 5.5-1 of the Stanton Plaza Specific Plan EIR. The schools servicing the Stanton Plaza Specific Plan are currently over capacity. Bryant Elementary, Alamitos Intermediate and Rancho Alamitos High have 11, 8, and 6 portable units, respectively, to handle students over capacity. These portable units reduce the amount of play area available.

### *Savanna School District*

The proposed project site is located adjacent to the Savanna School District (SSD); Cerritos Elementary School, Hansen Elementary School, Hulder Elementary School and Twila Reid Elementary School. Cerritos, Hansen and Reid are the closest school facilities to the project site, located approximately two and a half miles from the Stanton Plaza. Current enrollments and enrollment capacities of SSD schools serving the project site are listed in the Stanton Plaza EIR.

# Stanton Plaza Specific Plan

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Payment of school impact fees, which would be required of the individual project applicants developing projects in the Stanton Plaza, are considered sufficient to mitigate any potential impacts to schools that may occur in the two affected Districts.

## F. Conceptual Planning Areas and Land Use Intent

The Stanton Plaza Specific Plan property has been divided into four Planning Areas as described below:

### 1) Sub-Area A – Commercial (approximately ~~2.5~~3.0 Acres)

Commercial uses ~~developed at a pedestrian scale that provide neighborhood- and corridor-related services~~ are the focus of this ~~sub-sub~~-area. This is not to say that ~~larger-scale “anchor tenants” such as a grocery store or~~ other use cannot be accommodated, however, the same site criteria (such as quality architecture, ~~development of a landmark place~~landscaping, walkability, or pedestrian scale) will still be applicable. Building off the vision of establishing ~~an activity landmark place~~commercial center that provides neighborhood services, commercial buildings ~~in the northern part of Sub-Area A~~ should be oriented in such a manner that they encourage pedestrian and vehicular access into the ~~plaza site~~. ~~In the southern part of Sub-Area A, Traditional, linear, “strip center” design shall not be permitted in Stanton Plaza.~~ Commercial development should be oriented ~~toward the intersection of Beach Boulevard and Orangewood Avenue~~ toward an internal Main Street, allowing so as to maximize visibility and allow direct access to parking and ~~accommodating internal through traffic~~streets and drive aisles. The ~~“Main Street” concept links internal street network~~ should link the main site access points to commercial businesses, parking areas, and delivery areas. The ~~Main Street concept is~~ internal streets are meant to accommodate vehicular traffic flows at lower speeds, which are conducive to pedestrian activity. Water fountains, courtyards with gathering spaces or other features shall be used as appropriate to draw people into the project and ~~identify Stanton Plaza as a landmark place as viewed from the intersection of Beach Boulevard and Orangewood Avenue~~ create an inviting atmosphere. Parking areas will be carefully integrated into the site design, intentionally placed near business entrances or screened from Beach Boulevard by strategically placed berming and landscaping.

### 2) Sub-Area B – Mixed Use (approximately ~~1.5~~4.5 Acres)

The mixed-use area is envisioned to be the most flexible (in relation to permitted land uses) of the four sub-areas. This area can accommodate any range of the following: live work units that have direct interface with the commercial uses in Sub-Area A, residential townhomes, or additional commercial uses in the event that more commercial development is desired for Stanton Plaza than is allocated in Sub-Area A. Similar to the Sub-Areas C and D, this sub-area will need to consciously orient any new buildings to be sensitive to the existing residential development. As a means to further integrate the two projects, diagonal overflow parking for both residents and potential patrons alike is proposed on both sides of Court Street.

### 3) Sub-Area C – Residential/Live Work (approximately 5.4 Acres)

Similar to Sub-Area D (described below) this area is predominantly residential in nature. Sub Area C is envisioned to provide urban residential housing opportunities that can easily integrate into the adjacent residential use to the north. Since the southerly boundary of this sub-area is adjacent to Sub-Area B, it is possible that some of the residential units on the fringe (of Sub-Area C) could be live-work units should the market prove the product to be in demand, providing the opportunity to develop additional live work product that otherwise would be accommodated in Sub-Area B. The

housing product developed along the southerly portion of this sub-area will require enhanced attention to architectural quality because it is located along the main entry to the plaza adjacent to Plaza Way. Any structures located in this area will serve as a visitor's first interface with the plaza, and therefore need to make an architectural statement.

#### 4) Sub-Area D – Mixed-Use (approximately 3 Acres)

This is a portion of the Stanton Plaza Site that contains two ownership parcels totaling approximately 3 acres. Special rules apply to this Sub-Area because of its relationship to the larger Stanton Plaza land area that has been assembled to the south, the mobile home park to the east and the Orco Block property to the north. The latter property is separated from Sub-Area D by a flood control channel and power line easement, rendering direct access difficult and costly.

Existing commercial development on Sub-Area D totals approximately 13,500 square feet, ~~including a restaurant renovation approved by the City and currently being refurbished at the time of this writing.~~ This represents an existing floor area ratio (FAR) of .10 for Sub-Area D.

Because of the parcel configurations, property relationships previously described and the significant residential development contained in this Specific Plan immediately south of Sub-Area D, it will be a somewhat self-contained area as long as it continues in commercial use.

The long-term intent of this Specific Plan is that Sub-Area D will eventually become residential in character. The designation to facilitate potential transition to a more residential character is Mixed Use, similar to what is provided in Sub-Area B of this Plan. This designation allows the maximum degree of future flexibility for the property owner: continuance of commercial use, a combination of commercial/residential or live-work use, or totally residential use.

The following regulations shall apply to Sub-Area D:

- Uses allowed are identical to those prescribed for Sub-Area B and that are show in Table 3-1, Customized Use List.
- Commercial and Mixed Use development standards are identical to those prescribed for Sub-Area B.
- Residential site development standards are identical to those prescribed for Sub-Area C, Residential.
- Mobile home access will be retained.
- Access between Sub-Area D and adjacent residential development to the south shall be designed to permit emergency vehicle movement, pedestrian/bicycle linkages, and limited vehicular movement to be used predominantly by any proposed residential units to the south.
- Access through Sub-Area C, which will ultimately be developed with residential uses, is not intended to serve as a "cut-through" roadway linking the uses in Sub-Areas A and B to those proposed for Sub-Area D. To discourage cut-through vehicular movement, traffic calming measures such as bulb outs, neck downs, textured pavement, and landscaping should be used to ensure that any proposed access between the two Sub-Areas is maintained as a "slow-go" street.
- Any residential use consistent with these regulations that may be proposed for a portion of Sub-Area D shall be allowed only if it is immediately adjacent to an existing or planned residential development other than a mobile home park.

- No time limit for exercising the use flexibility contained in the Mixed Use designation is stated or implied. The initiative to request use changes rests entirely with property owners. The Plan acknowledges the existing commercial uses and envisions their continuance until other development plans are initiated. Because of the long term residential objective, City redevelopment policy precludes use of eminent domain on this property.

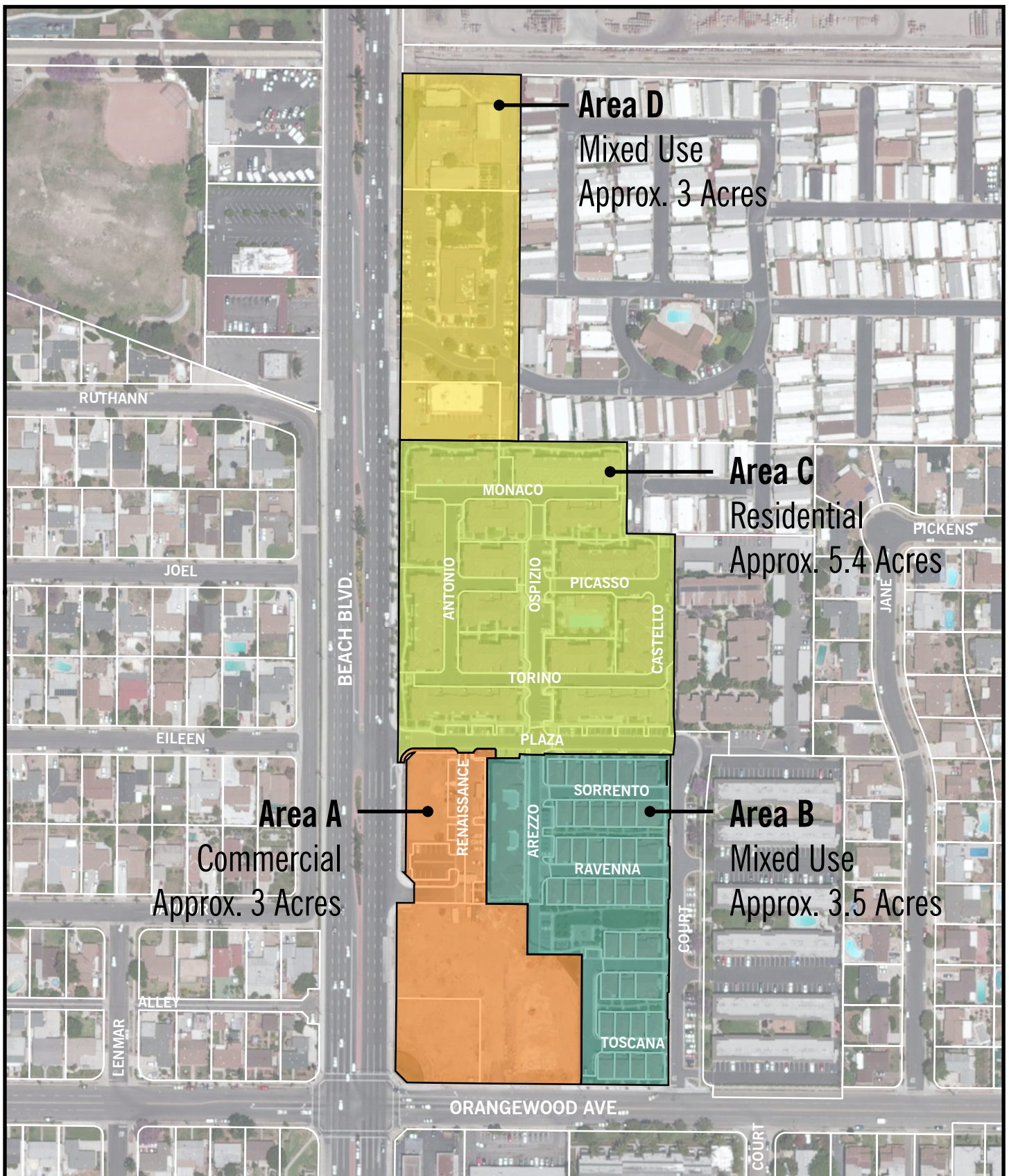
## **Special Development Intensity Provisions in Sub-Area D**

Commercial development intensity shall comply with the Commercial Development Standards, Table 4-1, that allows a maximum commercial FAR of 0.15 - 0.45. To the extent that commercial square footage is not used in any portion of the Specific Plan Sub-Areas, it is available for use elsewhere as long as other provisions of the Plan can be satisfied. For example, if only 20,000 square feet of commercial uses are developed in Sub-Areas A and B, approximately 56,000 square feet of commercial uses are permitted in the remaining Sub-Area D, as long as the intensity of development proposed can be accommodated by the site and provided that all associated development standards can be met.

The device used in this Plan to allow maximum use flexibility is the traffic measure, Average Daily Trips (ADT). The maximum ADT for the entire Plan is 6,500 trips, based on a maximum commercial floor area of 70,600 square feet. As noted, this level is not expected to occur; it exists to provide maximum use flexibility in the Plan without triggering further traffic or environmental analyses and to accommodate significant commercial use in the unlikely case that the residential/mixed use components of the Plan are not implemented and a commercial project is proposed.

Table 2-1, Stanton Plaza Statistical Summary, identifies the acreage, existing development, and total potential development allowed within the Specific Plan Development Concept Plan.

# Conceptual Land Use Planning Areas



**City of Stanton**  
Stanton Plaza Specific Plan

Figure 2-1



## Stanton Plaza Specific Plan

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# Stanton Plaza Specific Plan



**TABLE 2-1  
STANTON PLAZA LAND USE RANGES STATISTICAL SUMMARY**

		<i>Sample Land Use Mixes</i>			
	<b>Permitted Ranges</b>	<b>Variation 1 <sup>1</sup> Commercially Intensive (Most Case Commercial)</b>	<b>Variation 2 <sup>1</sup> Residentially Intensive (Most Case Residential)</b>	<b>Variation 3 <sup>1</sup> Balanced (Mid range of each land use)</b>	<b>Existing Conditions (2005)</b>
<b>Commercial</b>					
Acres	2.0 – 5.4 ac <sup>7</sup>	5.4 ac	2.0 ac	3.7 ac	14.91 ac
FAR <sup>6</sup>	0.15 – 0.45	0.30 FAR	0.15 FAR	0.22 FAR	
Allowable Square Footage	13,000 – 70,600	70,600 sq.ft.	13,000 sq.ft.	35,000 sq.ft.	97,571 sq. ft.
<b>Residential</b>					
Acres	9.51 – 12.91 acres	9.51 ac	12.91 ac	11.21 ac	1 unit
Density <sup>2</sup>	12-48 du/ac	12-24 du/ac <sup>3</sup>	18-48 du/ac	18-26 du/ac <sup>3</sup>	
Unit Range/Number of units yielded <sup>4,5</sup>	150 – 330 units	150-230 units	230-330 units	195-292 units	
Estimated Number of Daily Trips as Identified in the Specific Plan Traffic Study	N/A	6,426	3,550	4,886	6,663
Maximum Number of Daily Trips	6,500	6,500	6,500	6,500	N/A

<sup>1</sup> Variations are for illustrative purposes only to provide a snapshot of differing mixes of development. Any combination of uses, densities, or intensities is allowed within the permitted ranges as long as the project mix does not exceed the maximum allowable trip budget and complies with the other provisions as outlined in this Specific Plan.

<sup>2</sup> Density ranges and related dwelling types may be mixed in any combination. A combination of densities (and housing product types) may need to be used to ensure that overall calculations fall within permitted ranges.

<sup>3</sup> The high end of the range is not a limit on the variation, but rather an illustration of density ranges (so long as the density does not exceed 48 du/ac).

<sup>4</sup> Up to 15% of units are allowed as live/work units

<sup>5</sup> Average Daily Trips, not density, is the controlling factor determining the amount of maximum residential units and commercial square footage that can be accommodated within the Specific Plan area.

<sup>6</sup>FAR's identified in this table are for commercial-only uses. Additional information and development standards related to commercial, residential, and live-work uses can be found in Tables 4-1 through 4-3.

<sup>7</sup>Exception: Sub-Area D shall have a minimum commercial development area of 1 acre (see Table 4-1).

February 8, 2005 ~~September 2016~~

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## G. Development Concept Plans

Illustrative development concepts for Stanton Plaza have been provided as a part of this plan. The concepts (Figures 2-2, 2-3, and 2-4) are a representation of a varied mix of commercial and residential uses that could be developed on the Stanton Plaza site. The concept plans presented in this document are not the only development options, but instead they serve as examples of development and use mixes that can be accommodated by the permitted land use ranges identified in Table 2-1. Table 2-1 also reflects the estimated ADT applicable to each of the following variations. It is clear that all variations can be accommodated under the established ADT maximum. The flexibility built into the development standards and permitted land uses would permit the development of each of these concepts, so long as they comply with the outlined development standards and maximum number of daily trips identified in Table 2-1.

### Commercially Intensive Concept

The Commercially Intensive Concept represents approximately 5 acres of commercial development mixed with approximately 9 acres of medium density residential uses integrated with mixed-use residential units designated along Plaza Drive. This concept also reflects commercial development in Sub-Area D. A central plaza or open space area is surrounded by commercial uses on the portion of the site south of Plaza Drive. Plaza Drive serves as the primary entry in this alternative, and transitions into residential land uses on the northern part of the property. Since this concept promotes commercial uses as the predominant land use, the number of residential dwellings that can be accommodated range between 150 to 230 units, which is the least of the three concepts discussed in this Specific Plan.

### Residentially Intensive Concept

The Residentially Intensive Concept concentrates a limited amount of commercial (approximately 2 acres) at the corner of Beach Boulevard and Orangewood Avenue. The commercial land use placement provides the opportunity to develop landmark architecture and entry features at the corner of the Plaza. The primary entry in this alternative is also located along Plaza Drive, and the entry is differentiated from other entries along Beach Boulevard by a plaza or open space area that can draw patrons, residents, and visitors into the project. Live/work or mixed use residential is proposed along Plaza drive to the north, and is also proposed along [Renaissance Way](#) a ~~“Main Street”~~ separating the commercial development [in Sub-Area A](#) from the residential component ~~on the southerly portion of the site~~ [in Sub-Area B](#). Between the mixed-use residential area and Court Street, medium to high density residential has been identified as a transitional use between Stanton Plaza and the existing residential uses to the east. Similar to the Commercially Intensive Concept, the Residentially Intensive Concept proposes medium density residential units on the northern portion of the project. As this concept is the most residentially intensive of the three, the Residentially Intensive Concept could accommodate between 230 and 330 residential units

### Balanced Concept

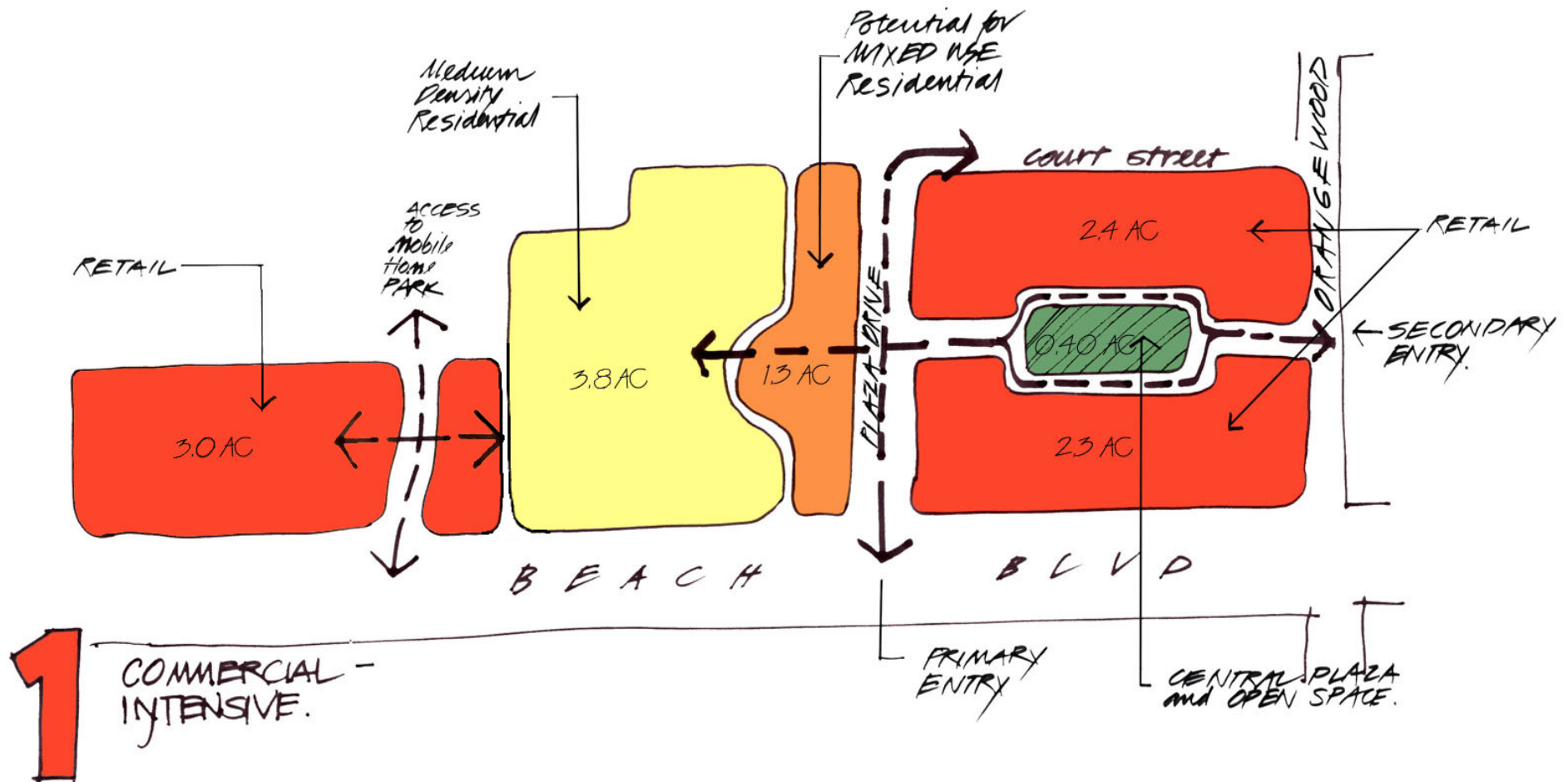
The Balanced concept is just that; a balance of residential and commercial uses on the site. As in the previous two alternatives, the commercial component of this concept is located at the corner of Beach Boulevard and Orangewood Avenue and is approximately 4 acres in size. Landmark treatments would be provided at the southwest corner of the site, and would once again be

complemented by central parking and plaza space that is identified along the primary entry at Plaza Drive. ~~The~~ An internal ~~Main~~ St street runs in a north-south direction between the commercial and live/work residential land use proposed between Court Street and the internal roadway. Live work residential uses border the northerly edge of Plaza Drive, transitioning into medium density residential uses on the northern half of the SP-SP-~~4~~ 2 site. This concept also reflects mixed use development in Sub-Area D. Overall, the Balanced Concept would accommodate between 195 and 292 residential dwelling units.

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# Stanton Plaza Specific Plan

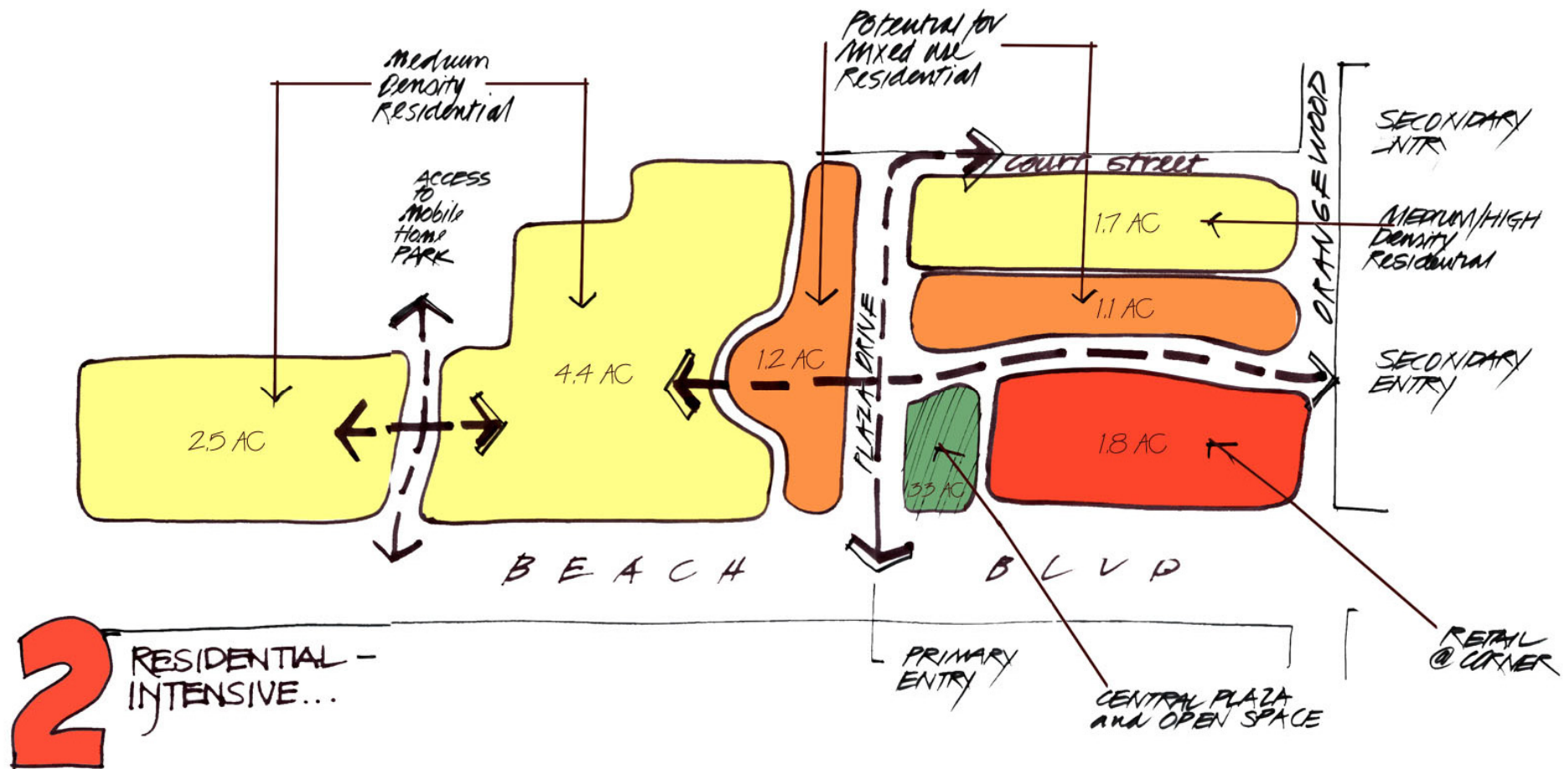
Figure 2-2 Development Concept Plan – Commercially Intensive Alternative



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# Stanton Plaza Specific Plan

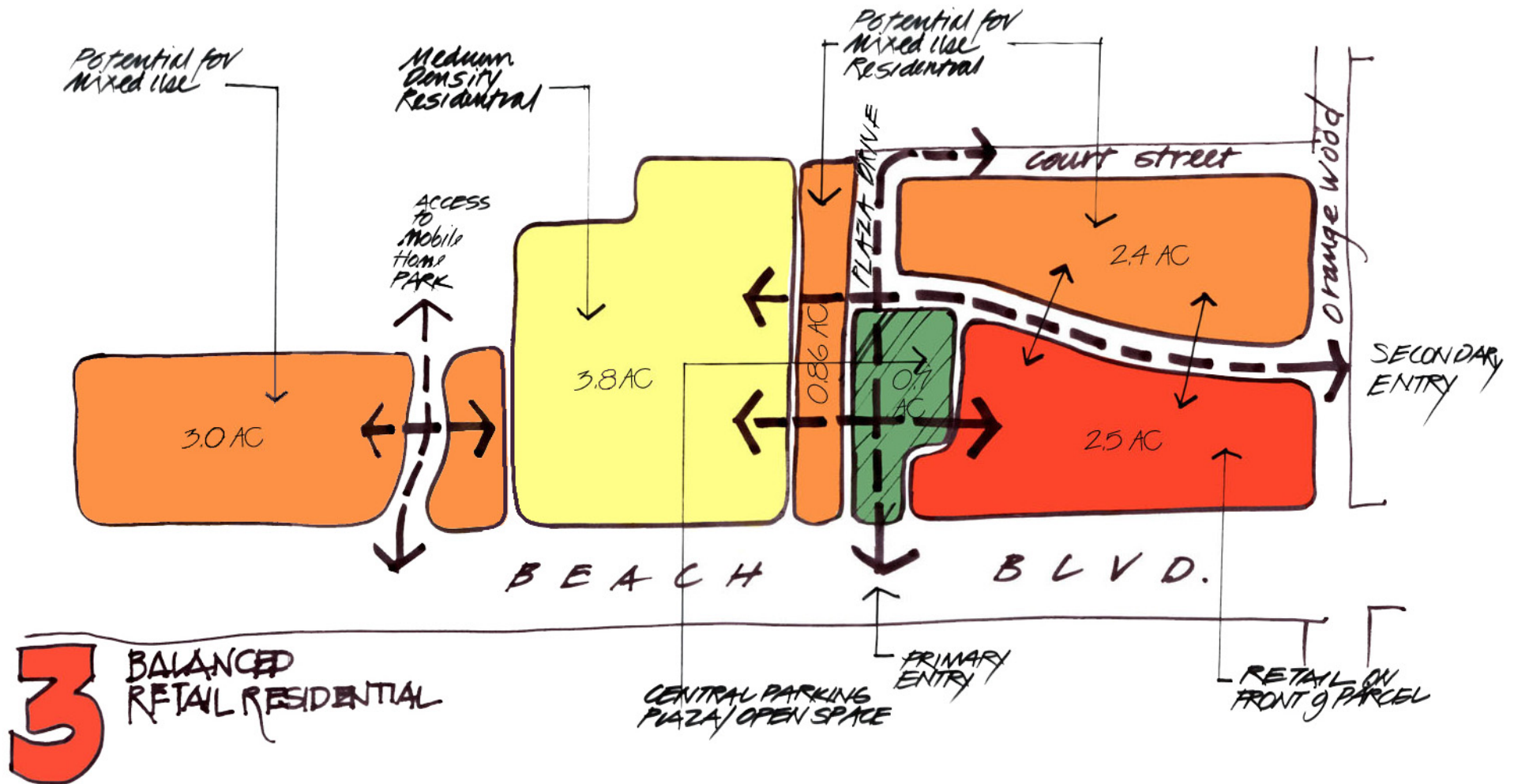
Figure 2-3 Development Concept Plan – Residentially Intensive Alternative



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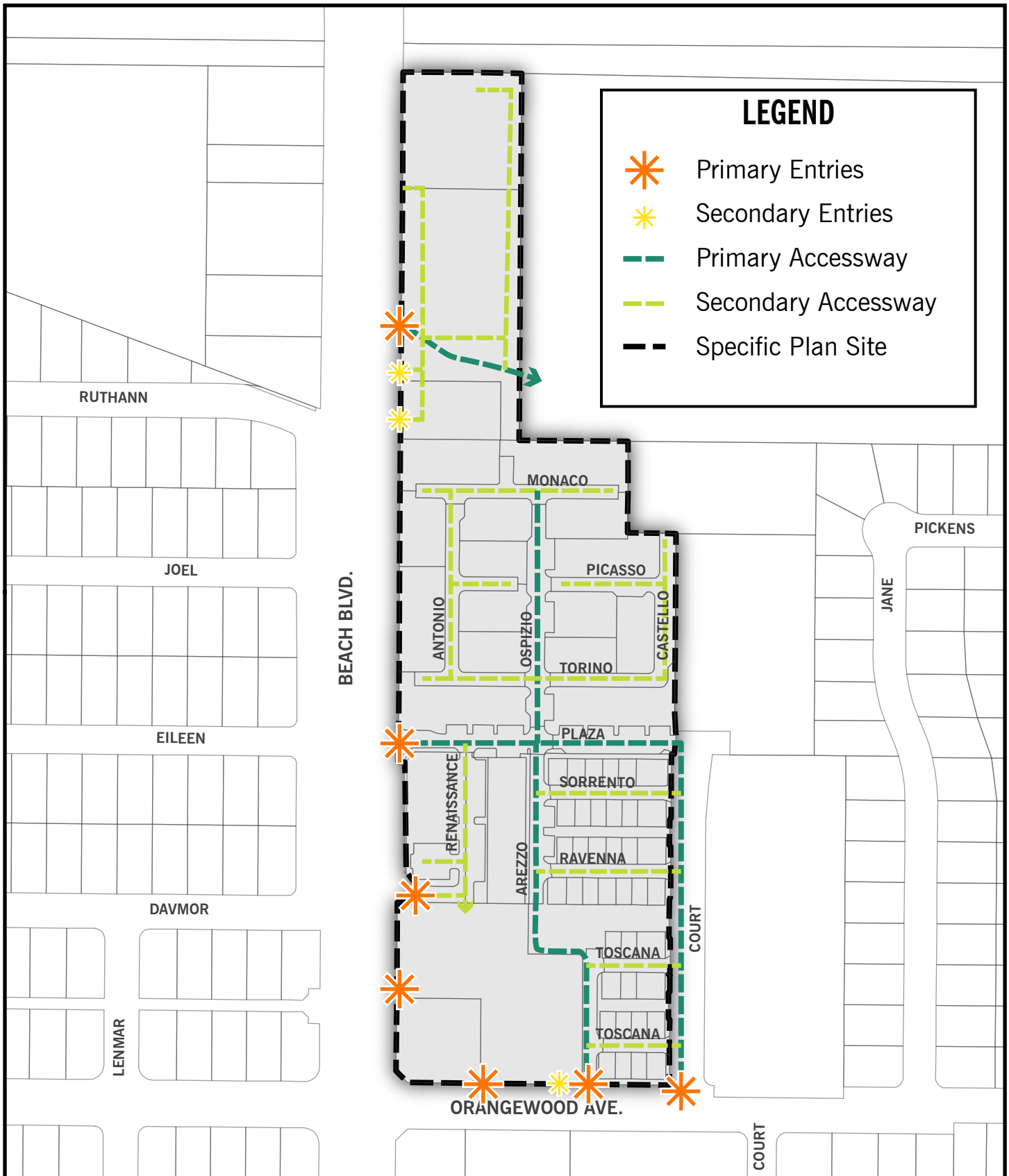
# Stanton Plaza Specific Plan

Figure 2-4 Development Concept Plan - Balanced Alternative



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# Internal Circulation Plan



City of Stanton  
Stanton Plaza Specific Plan

Figure 2-5



## Stanton Plaza Specific Plan

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## Chapter 3 CUSTOMIZED USES

Each planning area is defined in precise terms to ensure that the range of permitted and conditionally permitted uses respects the intent of the plan and the conditions encountered in each portion of the site. The following list outlines the permitted (P), conditionally permitted (C) and prohibited (N) uses allowed to develop within the Stanton Plaza Specific Plan. This list was derived from existing zoning regulations to allow greater or lesser flexibility in some areas of use and to customize land use requirements in response to site characteristics, potentials and limitations. This tailored use list is specifically aimed at stimulating investment here that will evolve into a pattern of uniformly higher value and quality than has prevailed in the past. The prohibited uses figure significantly in the sub-areas to avoid potential conflicts between uses within, and adjacent to, the site.

### **Interim zoning and land uses**

~~The Stanton Plaza site is currently comprised of entirely commercial development. Implementation of this Specific Plan would deem the existing commercial uses in Sub-Area C non-conforming to the provisions of the Specific Plan. To contribute to the improvement of living conditions and economic vitality in this area, and to ensure that land uses are consistent with the goals, policies, and programs and programs of the General Plan, the conditions and period under which non-conforming uses may continue is limited. Non-conforming uses shall be subject to the provisions of Chapter 20.34.080 of the City of Stanton Zoning Ordinance, which prevents non-conforming uses from being changed or expanded beyond what was established when the use became non-conforming. If a non-conforming use ceases to operate or exist for a period of 180 days, it will be considered abandoned or discontinued.~~

**TABLE 3-1  
CUSTOMIZED USE LIST**

<i>Use Category</i>	<i>Sub-Area A Commercial</i>	<i>Sub-Area B Mixed-Use</i>	<i>Sub-Area C Res./Live Wk</i>	<i>Sub-Area D Mixed-Use</i>
Multiple Family	N	C	C	C
Single Family Detached	N	P	P	P
Duplex	N	P	P	P
Single Family Attached	N	P	P	P
Accessory Dwelling Units	N	N	P	N
Mobile Home Park (Expansion Only)	N	N	N	N
Residential Care facilities (includes nursing homes, convalescent home, rest home, or congregate care for the elderly)	N	C	C	C
Assisted Living	N	C	C	C
Residential Housing for the Elderly	N	C	C	C
Boarding, rooming and lodging facilities	N	N	N	N
Adult Businesses	N	N	N	N
Ambulance service	N	N	N	N
Animal sales and services				
• Boarding	N	N	N	N
• Grooming, indoor only	P	P	C	P
• Hospitals and veterinary services	N	N	N	N
• Retail sales and supply	P	P	N	P
• Cemetery	N	N	N	N
Auto/recreational rentals/sales – new and used	N	N	N	N
Banks and Savings and Loans	P	P	N	P
Catering Services	C	C	C	C
Children's Day Care Services (for 7 or more children)	C	C	C	C
Commercial Recreation and Entertainment				
• Golf courses	N	N	N	N
• Movie theaters	C	C	N	C
• Tennis, swimming clubs	N	N	N	N
• Pool/billiard halls	C	C	N	C
• Bowling alleys	N	N	N	N
• Dance halls	N	N	N	N
• Live theater venues	C	C	N	C
• Indoor sports/recreation	C	C	N	C
• Amusement arcades	C	C	N	C
• Gyms, fitness centers				
• <2,000 sq. ft.	P	P	C	P

# Stanton Plaza Specific Plan



TABLE 3-1  
CUSTOMIZED USE LIST

<i>Use Category</i>	<i>Sub-Area A Commercial</i>	<i>Sub-Area B Mixed-Use</i>	<i>Sub-Area C Res./Live Wk</i>	<i>Sub-Area D Mixed-Use</i>
• >2,000 sq. ft.	C	C	N	C
Community and human services				
• Drug abuse and alcohol recovery centers	N	N	N	N
• Emergency shelters	N	N	N	N
Transitional housing	N	N	N	N
Eating and Drinking				
• With fast food or take out	P	C	N	C
• Drive through; <a href="#">subject to the provisions of Chapter 20.400.130, Drive-Through Facilities, of the Stanton Zoning Code</a> <a href="#">Stanton Municipal Code</a>	<del>N</del> C	N	N	N
• Live entertainment/dancing (incidental)	C	C	N	C
• Bona-fide restaurant	P	P	N	P
• Nightclub	N	N	N	N
• Bar, cocktail lounge, tavern	C	C	N	C
• Dinner Theatre	C	C	N	C
• Take out only	C	C	N	C
Food court in/out door	P	P	N	P
Educational facilities	C	C	N	C
Facilities for the mentally disordered, handicapped, or dependent or neglected persons	N	N	N	N
Food and Beverage Sales (Max. 20,000 square feet)				
• Liquor and wine stores	C	C	N	C
• Supermarket	C	C	N	C
• Food, mini-mart convenience stores	<del>N</del> C	N	N	N
• Food markets, grocery stores	C	C	N	C
Funeral and mortuary services	N	N	N	N
Hospitals	N	N	N	N
Live/work	N	C	C	C
Lofts	C	P	P	P
Mixed Uses, vertical/horizontal	C	C	C	C
Nurseries	N	N	N	N
Outdoor Uses (except plaza-related uses)	N	N	N	N
Outdoor vendor carts	P	P	N	P
Pawn Shops/Check Cashing	N	N	N	N
Personal Services	P	P	C	P
Coin-op Laundry	N	N	N	N

**TABLE 3-1  
CUSTOMIZED USE LIST**

<i>Use Category</i>	<i>Sub-Area A Commercial</i>	<i>Sub-Area B Mixed-Use</i>	<i>Sub-Area C Res./Live Wk</i>	<i>Sub-Area D Mixed-Use</i>
<ul style="list-style-type: none"> <li>Professional Office</li> <li>Medical, dental, massage therapy and chiropractic offices</li> <li>Real Estate, Insurance</li> </ul>	P P P	P P P	P P P	P P P
Public utility/communication facilities	N	N	N	N
Recycling facilities	N	N	N	N
Retail Sales & Service	P	P	P	P
<ul style="list-style-type: none"> <li>Secondhand stores</li> </ul>	N	N	N	N
<del>Self Service Car Wash (self- or full-service); subject to the provisions of Chapter 20.440.060, Car Washes, of the Stanton Municipal Code, except for 20.440.060(B), Separation, which shall not apply.</del> <del>Car Wash (self- or full-service); subject to the provisions of Chapter 20.440.060, Car Washes, of the Stanton Zoning Code</del>	<del>NC</del>	N	N	N
<del>Service stations; subject to the provisions of Chapter 20.440.070, Service Stations, of the Stanton Municipal Code, except for 20.440.070(A)(3), which shall not apply.</del> <del>Service stations; subject to the provisions of Chapter 20.440.070, Service Stations, of the Stanton Zoning Code</del>	<del>NC</del>	N	N	N
Storage	N	N	N	N
Swap meets	N	N	N	N
Tattoo parlors, massage parlors, escort service	N	N	N	N
Temporary Uses	N	N	N	N
Tourist Services				
<ul style="list-style-type: none"> <li>Hotel and motel</li> <li>Bed and breakfast</li> <li>Single room occupancy</li> <li>Ticket agency</li> <li>Travel agency</li> </ul>	C C N P P	C C N P P	N C N P P	C C N P P
Recreational vehicle park	N	N	N	N
Vehicle equipment sales	C	N	N	N
Vehicle repair facilities	N	N	N	N

**Notes:**

1. Since Sub-Areas B and D provide the greatest level of flexibility of all the Sub-Areas identified in the Specific Plan, it will be especially important to ensure that any development or

**TABLE 3-1  
CUSTOMIZED USE LIST**

<i>Use Category</i>	<i>Sub-Area A Commercial</i>	<i>Sub-Area B Mixed-Use</i>	<i>Sub-Area C Res./Live Wk</i>	<i>Sub-Area D Mixed-Use</i>
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combination of uses in these areas meet with the intent of the Specific Plan. The findings identified in the Implementation and Administration Section of the Stanton Plaza Specific Plan shall be used to confirm that uses proposed consist of the appropriate mix and are compatible with uses permitted in and adjacent to Sub-Areas B and D.

~~2. If Commercial and Recreation Uses identified above are to be developed, it is assumed that both Sub-Areas A and B will be combined to allow for large enough lot sizes that would be able to accommodate commercial development.~~



# Stanton Plaza Specific Plan

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## Chapter 4 SITE DEVELOPMENT STANDARDS

### A. Introduction

The development standards set forth for residential and commercial development are intended to provide for flexibility in site design as well as methods to integrate commercial and residential uses within the Stanton Plaza Specific Plan area [and create quality transitions between uses](#). These development standards prescribe the minimum standards for development. The SP-SP-42 designation allows for a mixture of Commercial, Medium Density Single-Family Detached Residential, Live/Work units and Medium Density Single-Family Attached Residential on the Specific Plan site, as described later in this section.

### B. General Design Criteria

The following design criteria are intended to establish an expectation for quality development features in the specific plan through landscape, architecture, and site planning. Applications for both new development and rehabilitation projects with the specific plan area are expected to respond to these design criteria, as applicable.

## 1) ARCHITECTURAL STYLE

A coherent architectural style that establishes a distinct and quality image of the development project, whether developed as a unit or in phases is a key feature of the Specific Plan. ~~The SP-SP-12~~ does not recommend a particular architectural style for the commercial or residential development; however, it does call for high quality architectural detail that includes the use of arches, arcades, loggias, towers, variations in building form, and color blocking to define the buildings.

Unique architectural style can also be achieved through the creative use of massing, roof forms, facades at primary entries and passageways, screening of mechanical equipment, and windows.

~~The Architectural design (style, form, landscaping) is complementary of the residential proposed commercial development should be applied and integrated into any proposed residential components of the project and commercial~~

### *Examples of Quality Materials and Architecture*



# Stanton Plaza Specific Plan



development should be complementary to create a feeling of project cohesiveness.

## 2) BUILDING SITING AND FACADES

Varied and articulated building footprints and wall facades, variations in height and roof lines, and architectural detailing consistent with the architectural style. Public plazas, outdoor dining, and other pedestrian-oriented amenities may divide ground-level building facades. Maximum total blank wall (without windows or entrances) may not exceed 30 percent of the first story wall. On residential units, projecting features such as balconies, porches, bays, and dormer windows are encouraged to create visual interest and distinction between units. The architectural style for residential development within Stanton Plaza shall be consistent between residential and commercial components of any development, and may include the traditional Mediterranean, Spanish, or Mission styles.

Whenever possible, new structures should be clustered to create plazas and pedestrian malls. When clustering is impractical, a visual link between separate structures should be established through the use of arcades, trellises, or other open structures.

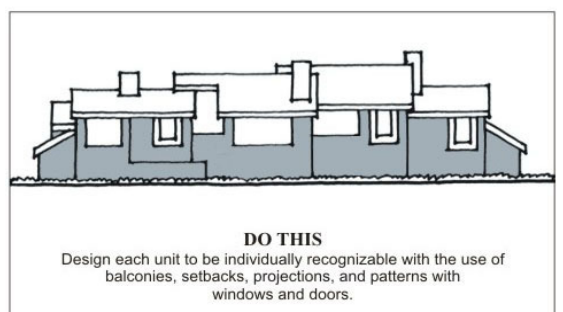
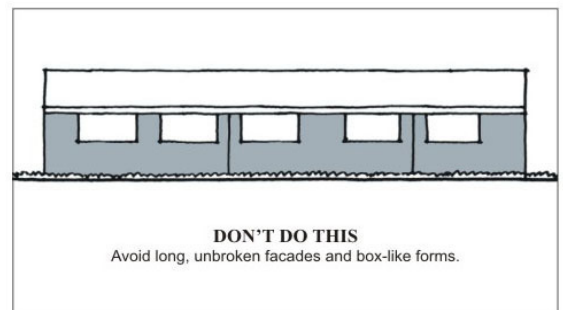
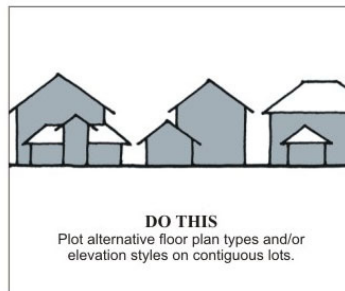
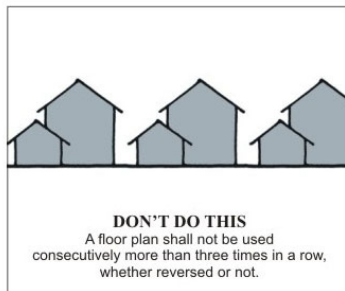
Buildings should be divided in distinct massing elements. Building facades should be articulated with architectural elements and details. Vertical and horizontal offsets should be provided to minimize bulk. Variations in roof ridge lines should also be used to provide visual interest.

To avoid long expanses of blank walls, false window treatments should also be considered where appropriate.

Breaks shall be provided in roofline ridges so that there is variety in roof form and elevation appearance.



*Potential residential design character*



## 3) TOWER FEATURES

Tower features should be incorporated into the design of the commercial and residential components of the Stanton Plaza Specific Plan. Tower features help to create the image of a landmark place and add architectural interest to otherwise standard structures. The scale of tower elements should be designed to create an architectural statement, but should not be so grand as to appear imposing to plazas and walkways adjacent to them.



## 4) 360- DEGREE ARCHITECTURE

360-degree architecture should also be used, ensuring that the areas of structures typically considered as the “rear” of the building still contain architectural details that convey the quality and attention to detail of the project. This can apply to alley or courtyard areas in residential portions of the project or in the commercial component of the Specific Plan.



*360-degree architecture*

## 5) QUALITY MATERIALS AND USE OF COLOR

Quality materials, with appropriate use of colors, textures, and materials that are consistent with the architectural style. The following details are recommended in Stanton Plaza: the use of colorful awnings, stucco, adobe stone, and sandstone for the exterior treatment of buildings; the use of colored concrete for pedestrian surfaces; the use of colored storefront windows; and the use of stucco or wood beams for trellis and arcade structures. Prohibited building materials include: plain concrete block, plain concrete, corrugated metal, plywood, sheet pressboard or vinyl siding.

Energy efficiency, achieved through building design or orientation, materials, window overhangs, arcades or loggia, solar hot water heating, proper placement of deciduous trees, advanced heating and cooling systems, or other conservation measures [is also encouraged](#).



*Creative use of color.*



*Use of quality materials.*

## 6) CORNER TREATMENTS

Buildings at corners (both on-and off-site) should receive special treatment to enhance the pedestrian experience visual quality of the project, such as building cut-offs and corner entrances with additional architectural details. Enhanced visual and physical connections (such as complementary landscape styles and/or improved crosswalks) between the Specific Plan area's southwest corner to the City's existing open space located diagonally across Beach Boulevard and Orangewood Avenue should be considered. This is in addition to minimum sight-distance considerations for public safety purposes.

Where possible, the placement and design of structures should facilitate and encourage pedestrian activity and convey a visual link to adjacent residential developments, commercial uses, streets, or sidewalks.

Corner treatments can also be elevated through the use of enhanced landscaping and monumentation, which can help soften the appearance of the project and create a pleasant pedestrian environment along the project's edge.

Potential corner building treatments are shown to the right and below.



## 7) SITE PLANNING

Sensitive integration of buildings, entries, parking lot layout, pedestrian circulation, open spaces, landscape, and hardscape areas is needed to achieve an overall sense of place, create thoughtful transitions between residential and commercial uses, and ensure the safety and security of people who live at or visit the project area. Maximizing the development potential associated with the site through infill development and by improving upon the existing parking configuration, access and internal circulation, and building orientation should also be considered.



## 8) BUILDING ORIENTATION

Proper ~~residential~~ building orientation, placement of residential windows and balconies that maximizes view potential and best shields residents from commercial loading areas, utilities and mechanical equipment, trash areas, and highway noise. Appropriate use of fencing, walls, and landscaping may be used to provide privacy to residents, but not to exclude access points to commercial uses.



Generally, ~~Orient~~ neighborhood-serving commercial development and live/work units should be oriented around a single main internal street Renaissance Way that serves as the primary roadway into the core of Stanton Plaza. An internal street Main Street serves as thread that brings a mix of differing uses and public spaces together, and provides a focal area within the project. Along Beach Boulevard, between Plaza Way and Renaissance Way, buildings should have two "fronts" (one along Beach Boulevard and one along Renaissance Way) to create a dynamic street scene along the corridor while thoughtfully responding to development on the other side of Renaissance Way, including the project's live/work units.



## 9) EFFECTIVE USE OF OPEN SPACES

Effective use of open space for both residential and non-residential development to enhance the aesthetic and public use of the area. Open space areas shall have a distinct purpose and character related to the project (for example, an outdoor space designed for people to rest, wait, or eat outdoors at a commercial center or, in contrast, a common open space area for active or passive recreation for ~~the residents of a complex~~). Small spaces, including outdoor dining patios associated with neighborhood-commercial retail shops, can be very effective if thoughtfully designed and should be considered as part of project development. The photographs on this page illustrate architectural and open space features and are intended to serve as open space examples for the site.



*Commercial/residential interface*

## 10) INTEGRATION OF PEDESTRIAN-LEVEL ELEMENTS INTO PROJECT DESIGN

Provision of pedestrian, bicycle, and bus access to and, where feasible, within the site. This includes well-defined and convenient pedestrian walkways between buildings, from buildings to parking lots, and especially between commercial and residential uses. Bike racks should be conveniently located at main entrances. A bus shelter shall be provided along Beach Boulevard, with convenient pedestrian access from the bus pull-out to the nearest buildings or main street (additional details related to the bus turnout edge treatment can be found later in this section). The Development Concept Plan, together with the Internal Circulation Plan (Figure 2-4), illustrates improvements to both pedestrian and vehicular circulation.

Design and orient streets to frame views of prominent visual landmarks. Do not allow the automobile to dominate Stanton Plaza's environment. Minimize the radius of corners where pedestrian walkways cross at intersections.

Utilize a variety of special paving treatments such as colored and or stamped concrete, and stone or brick pavers to identify and visually enhance sidewalks, intersections and pedestrian crossings.



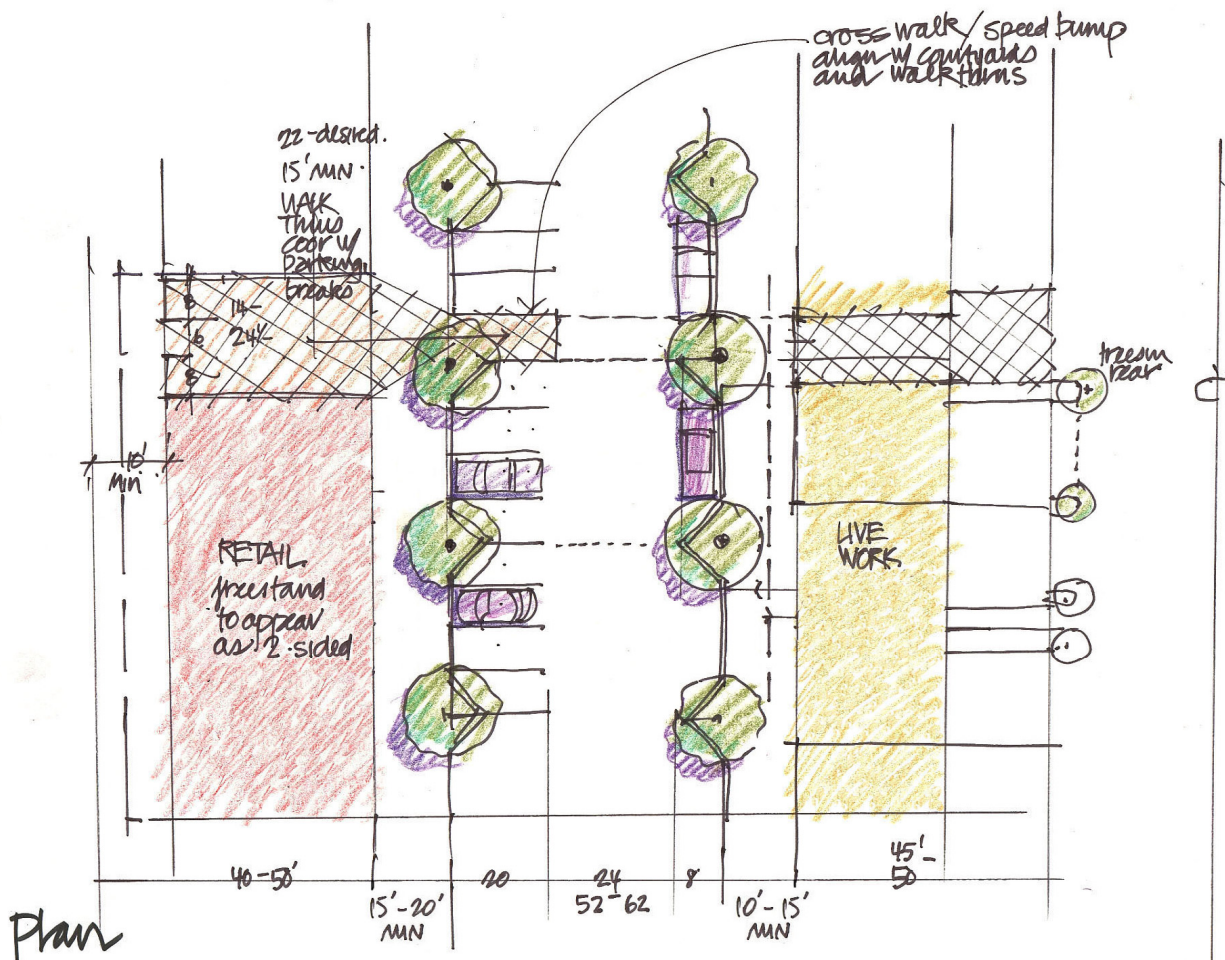
# Stanton Plaza Specific Plan



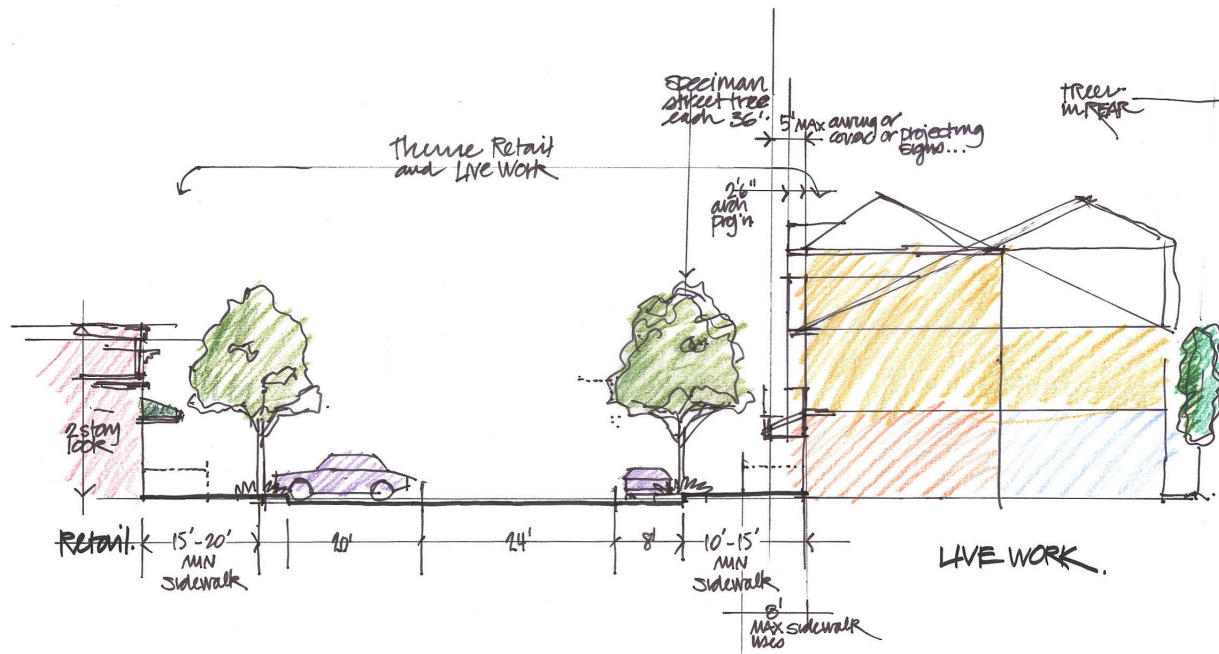
## 11) INTERNAL ~~MAIN~~ STREET CONCEPT

To foster pedestrian activity and ~~to contribute to the creation of a landmark place~~increase accessibility, a key component of the Stanton Plaza is the ~~integration development of a central, of well-connected~~ internal "~~Main Street~~" area streets. It is envisioned that ~~the most~~ internal ~~Main Street~~ streets will have sidewalks wide enough to accommodate landscaping, pedestrian walkway areas, and, ~~that as appropriate in commercial areas,~~ space to accommodate outdoor dining tables, space for window-shopping, and projections such as awnings. ~~It is important to limit the amount of parking in this area—it should not be the prominent element in the Main Street, but provide limited vehicular access to businesses and~~ The street width and parking along the internal streets should act as a traffic calming mechanism that encourages drivers to be more cautious ~~as they negotiate this part of the roadway, supporting the project's vision to be a pedestrian-friendly mixed-use project.~~ The majority of parking will be accommodated in parking lots located just off of the Main Street internal street area.

Neck-downs, bulb-outs (which can also act as planters), and traffic calming measures are essential components of ~~the Main Street~~ internal streets because ~~it is~~ they are a "slow-go" area for traffic.



The illustrative examples on this page and the following page show parking on both sides of the street and include a combination of head-in and parallel parking options. ~~It is possible in the design of the Main Street concept that parking adjacent to the sidewalk could be eliminated and concentrated in what would otherwise be the center of the drive aisle, using diagonal, two-way, head-in parking.~~ Conceptually, there are many design options that can be used to make ~~this Main Street~~ internal streets a pedestrian-friendly places; it will be critical for applicants to work closely with City Staff to create the best possible design for the site.



Since it is strongly encouraged that any proposed projects in the Stanton Plaza Specific Plan include a live work component, graphic examples have been provided illustrating the relationship of the building envelope to the public space ~~in the Main Street area~~ along the internal street. ~~It is also possible, but not preferred, that there could be a development concept in this area that includes commercial and residential uses that are not vertically integrated. If this is the case, the residential product should be elevated from the sidewalk through the application of elevated building pads and "stoop" style building design to help define the separation between public and private space.~~

Methods shall be used to distinguish between public and private spaces in ~~the any~~ live-work portions of the Plan, especially ~~in the "Main Street" area~~ along the internal street. In addition, the approaches used shall be designed to comply with state law regarding accessibility. Where



commercial and residential uses are on the same level, different design methods may be used to clearly distinguish between public and private (commercial versus residential) spaces and access points. These methods could include vertical separation by raising the residential unit slightly above grade or applying distinguishing materials, textures, colors or other physically clear demarcations at a common grade level.

This area also requires specialized landscape and setback standards that are discussed in more detail in Section F, General Development Standards.

## 12) VEHICULAR ACCESS AND CIRCULATION

Vehicular access to and from the site shall be consolidated as much as possible, and designed to provide smooth traffic flow, minimum conflict between modes of travel, and controlled turning movements.

Internal circulation shall be designed to provide efficient access to each of the commercial sites. Vehicular access from residential uses to the commercial uses within the specific plan area shall also be provided.

Access between commercial areas and adjacent residential development shall be designed to permit emergency vehicle movement, pedestrian/bicycle linkages, and limited vehicular movement to be used predominantly by any proposed residential units. Residential areas are not intended to serve as a "cut-through" roadway linking areas designated for commercial or mixed use.



To discourage cut-through vehicular movement, traffic calming measures such as bulb outs, neck downs, textured pavement, and landscaping should be used to ensure that any residential accessways are preserved as "slow-go" streets. The Development Concept Plans identify recommended improvements to driveway access from Beach Boulevard.

Internal streets and drive aisles that serve corridor-commercial uses should be designed to allow for safe and efficient vehicle movement within the Specific Plan area. This includes providing adequate room for any necessary vehicle stacking; stacking areas should be located to limit the impact on pedestrian and bicycle movement in the commercial areas. To the extent possible, areas where vehicles are expected to idle should be located away from residential uses. As described through these guidelines, the use of landscaping should be employed to soften the appearance of internal streets and drive aisles and create aesthetically-pleasing transitions between residential and commercial uses.

## 13) PARKING LOT LAYOUT

New parking lot layout that maximizes the shared parking potential of the uses on site, includes both standard and compact parking spaces, and accommodates efficient vehicular movement throughout the specific plan area shall be provided. Parking should not dominate the street scene but should be tucked behind buildings facing Beach Boulevard to the extent possible. As noted elsewhere, berming and landscaping [along the street edge and between commercial and residential uses](#) will be used to soften the visual impact of parking lots.



Limited on-street parking should be provided as part of the ~~core~~-[internal](#) streetscape and should include areas for diagonal or parallel parking [where possible](#), particularly near high-activity uses. On-street parking provides a protective barrier between auto traffic and pedestrians, and serves as a traffic-calming technique, as drivers must consider this element when negotiating the roadway. Parkway landscaping should be utilized to minimize the visual impacts of on-street parking on the pedestrian experience. Cluster parking areas rather than create large expansive parking lots. Larger lots, particularly in commercial areas, tend to have several “dead” areas where parking is seldom utilized. Landscape surface lots so that their visual appearance is one of “cars are in a park” rather than trees in a parking lot.



Special paving treatments should also be considered along ~~the Plaza's Main Street area~~ [main internal streets](#) and within parking areas located in the transitional space between commercial and residential uses. Specialized pavement treatments will contribute to the visual quality of developments in Stanton Plaza, and will also help to minimize traffic speeds and accommodate pedestrian uses.



## 14) SIGNAGE

Because of their high visibility, signs are prominent elements of the physical environment that can help people navigate through Stanton Plaza. Create visually interesting, unique and original signage that identify areas and guide users from one venue or area to another. Use signage that is visually compelling and informative, and that adds interest to the pedestrian experience.

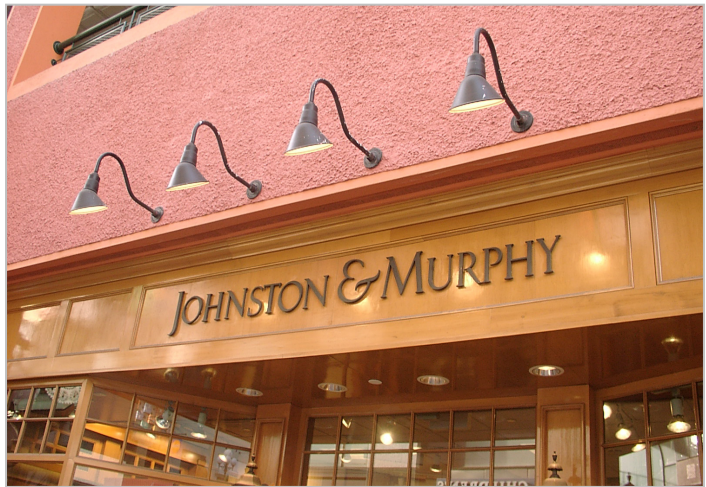
- a. Create signs that are unique and original. Interesting designs contribute to the unique identity of a community and also contribute to the creation of a sense of place.
- b. Require signs to be compatible with building and site design in terms of color, material and placement.
- c. Design noticeable signs utilizing materials and color palettes that are compatible with the architecture and designs of the surrounding environment.
- d. Utilize materials that complement established architectural features and themes.
- e. Carefully design and place signs so as not to dominate and detract from the visual aesthetics of the core.
- f. Ensure that signs are properly maintained.
- g. Minimize the amount of text placed on commercial signs. Limit sign text to the name of the business and logo.
- h. Integrate lighting elements into sign designs. Conceal lighting mechanics so that they do not detract from sign aesthetics.



- i. Prohibit the use of flashing, moving or audible signs.

- j. Create street signs that clearly identify street name and community. Street signage contributes to the identification of the core and the development of a sense of place.

- k. All free-standing signs should be of monument type. Pole or pylon signs are prohibited.



- l. Free-standing monument signs should be set back a minimum of 3 feet from the public right of way.

- m. Monument signs should be located near entries to Stanton Plaza to prevent visual clutter in the landscape setback areas. Business identification signage should be limited to building walls that are visible from Beach Boulevard or Orangewood Avenue.

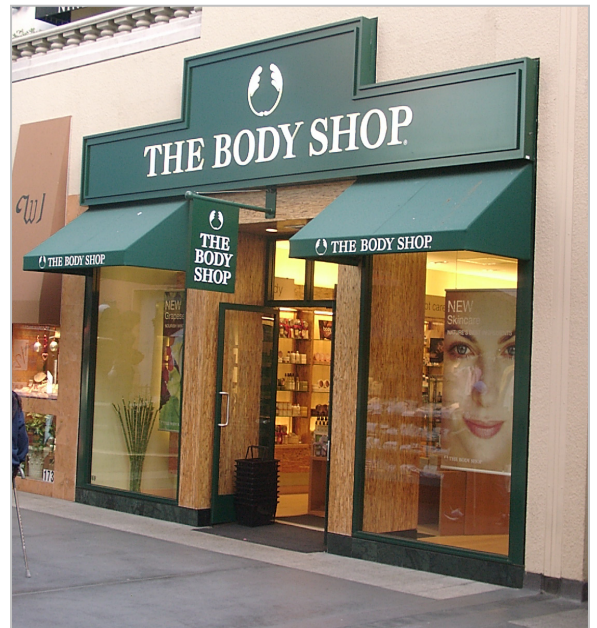


- n. Text located on free-standing monument signs should emphasize the name of the center (Stanton Plaza) versus the shops that are located there, which should have lettering that is secondary in size and placement.

*The directional shown here reflects a consistent the use of high-quality design and use of materials, which is encouraged throughout Stanton Plaza.*



- o. Sign programs that identify a hierarchy of signs (directional signs, center signs, etc.) with a common theme shall be required for any project within the SPSP area.
- p. Wall sign placement should be coordinated with architectural features.
- q. Sign size on ~~the main internal Main~~ Street Renaissance Way should be complementary to the proportion and scale of the commercial building and live/work units and ~~its~~ their elements.
- r. Creative signage designs that enhance the pedestrian experience are encouraged.
- s. Awnings should not be internally illuminated. Lettering, in addition to the permitted business signage, is allowed on the flaps of the awnings (see photograph).
- t. Service Station signs are subject to the provisions of Stanton Municipal Code Chapter 20.440.070.



Use symbols and icons in the place of words whenever appropriate. Pictographic images, like the one shown left, usually register more quickly in the viewer's mind than a written message.

## 15) LANDSCAPE

- a. Coordination of landscaping, hardscape treatment, lighting, and signage shall be provided within the specific plan area. Individual projects or phases shall provide a consistent appearance. Coordination in appearance and function with other projects in the specific plan area shall also be provided.
- b. Enhanced streetscape along Beach Boulevard and Orangewood shall be provided to achieve a consistent and attractive edge to the specific plan area along the corridors and soften the impact of new development, especially commercial uses. Site entrances shall be well defined with special landscape entry treatment and directional signage for on-site uses. Parking lots shall be at least partially screened from view by berming, fencing, or the use of hedges.
- c. The City's ~~2004~~current Street Tree Master Plan and associated Street Tree Palette should be referenced prior to the development of any landscape plans for Stanton Plaza.
- d. Entry treatments at the primary entries to the site (shown on Figure 2-3, Internal Circulation Plan) are intended to incorporate a single, decorative center sign style, together with accent planting. Entry accessways are to separate parking areas and be accented with hedges and plant materials on either side.
- e. Wherever feasible landscaped plant materials shall be drought tolerant, long-lived varieties. Short-lived materials, such as flowering annuals and perennials may be used to accent or augment the longer lived elements which form the landscape framework.



*Landscape buffering*



*Well-landscaped surface*



- f. Provide extensive vegetated landscaping between sections and rows of stalls, along the perimeter of lots, and at lot entryways. Landscape surface lots so that their visual appearance is one of “cars are in a park” rather than trees in a parking lot.
- g. Effective softening of parking, [pump station](#), loading and driveway areas with landscaping, buffering, and lighting shall be provided. Landscaping provided shall provide shade at maturity on at least 40 percent of non-roof impervious surfaces on the site, including, parking lots, walkways, and plazas. Tree-wells shall be installed every 4 stalls, and planter curb returns at the end of aisles shall be provided.
- h. Appropriate landscape buffering between commercial and residential uses both on and off-site shall be provided. [Residential uses shall be at least partially screened from view from commercial uses by berming, landscaping, or the use of hedges.](#)
- i. Boulevard landscaping in setbacks adjacent to commercial areas of Stanton Plaza shall provide visibility to ~~the Plaza commercial uses and the uses within it.~~ Non-commercial landscape setback areas should contain more closely planted street trees to provide a more substantial natural buffer between Beach Boulevard and the proposed residential dwelling units.
- j. Alley Landscaping. Areas shall be provided adjacent to garage entries located in alleys and autocourts for landscape elements that will soften the built environment.



- k. Landscaping shall follow the standard set by the City in its street median landscaping program, and should incorporate the following:

**Beach Blvd. (Commercial)**

- Mexican Fan Palm
- Indian Hawthorne (shrub)

**Beach Blvd. (Residential)**

- Chitalpa
- London Plane Tree
- Indian Hawthorne (shrub)

**~~Main Street~~ Internal Nonresidential**

- Evergreen Pear
- Sawleaf Zelkova

**Internal Residential**

- Carolina Laurel Cherry
- Maidenhair Tree
- Jacaranda
- Rustyleaf Fig
- Crape Myrtle
- Indian Laurel Fig 'Nitada'
- Sawleaf Zelkova

**Entry (Commercial)**

- King Palm
- Hongkong Orchid
- Windmill Palm

**Entry (Residential)**

- Chinese Pistache

**Orangewood**

- Italian Stone Pine
- Southern Magnolia
- California Bay
- Red Ironbark Eucalyptus
- Mexican Fan Palm

**Court Street**

- Bronze Loquat
- American Sweet Gum

**Parking Lot**

- Camphor
- Chinese Elm
- Chitalpa



## 16) ACCESSORY STRUCTURES

Accessory structures such as mechanical equipment, storage areas, garbage bins, loading docks, parking structures, security fences, telecommunications equipment, and similar uses are essential for the operation of Stanton Plaza. Though their use is often taken for granted, poorly located or designed accessory structures can visually detract from what may otherwise be a quality development. It is essential for accessory uses to receive the same quality design and siting detail as primary structures. Architectural and landscape treatments shall be used to minimize the visual impact of accessory structures.



*This photograph is an example of poorly screened mechanical equipment. Mechanical equipment should be screened from view using landscape treatments or screen walls that compliment the existing architecture.*

- a. Design accessory uses to look as if they are a logical extension of existing structures. Integration of accessory uses into main structures preserves the consistency and integrity of architectural and streetscape design.
- b. Any screening constructed for accessory structures should be designed in a manner that maintains the functionality and accessibility of the equipment.
- c. Orient service and storage areas away from public views.
- d. Provide ornamental screening for utility boxes, trash bins, and outdoor storage areas.
- e. Locate utility lines underground.

## 17) TRASH ENCLOSURES

Trash collection and compaction can exert visual and noise impacts on surrounding uses. Alternatively, if designed correctly, these structures can serve as elements to create character and architectural continuity throughout the project. The following guidelines should be incorporated throughout the project:

- a. Trash enclosures are to be located in discrete places to the extent feasible but placed in a location to allow easy access, and that does not damage surrounding landscaping.



- b. Trash enclosures shall be designed to architecturally integrate with the overall design theme of the development. Trash enclosures should be planted with vines if located adjacent to or within a landscaped area to help screen the enclosure.
- c. Covered enclosures are required due to the urban nature of residential development that can be accommodated by the Specific Plan. Since residential units have the potential to be located close together and will most likely be designed as multi-story, trellises or other covered structures can minimize the visual impact of unsightly trash bins from dwelling units.

## C. Performance Standards

- 1) Residential units developed on site shall be designed to ensure the security of residents. This can be achieved through careful site plan design, building placement, window placement (create “eyes on the street”), lighting, ~~–~~appropriate landscaping treatments, the provision of secured entrances including gated entries, pedestrian gates, or separate entrances for units in the live/work product.
- 2) CC&R’s for the Stanton Plaza Specific Plan should address the shared nature of parking for the overall project. It is the intent that residential uses proposed within the Specific Plan Area would be allowed to use parking spaces within commercial areas in off-peak hours. Mechanisms shall be instituted in the residential and business owners’ CC&R’s that clearly define this relationship and how the parking will be managed throughout the project.

Parking management in the Specific Plan will entail a combination of providing physical spaces for parking and managing those spaces so that they are properly allocated to and used by residents, visitors, and businesses. Parking management can help prevent situations such as permanent residents using guest parking spaces instead of the enclosed parking spaces allocated to them.

- 3) Commercial uses shall be designed and operated, and hours of operation limited ~~(including the hours of speaker boxes)~~, where appropriate, so that adjacent residents are not exposed to offensive noise or light, especially from traffic, routine deliveries, trash pick-up, ~~or~~ late night activity, or voice boxes. No use shall produce continual loading or unloading of heavy trucks at the site between the hours of 8 p.m. and 7 a.m., where adjacent to residential.
- 4) Where residential uses are potentially exposed to interior or exterior noise levels greater than those permitted by the ~~Stanton Zoning Code~~ Stanton Municipal Code, Section 9.28.050, certification from a licensed acoustical engineer shall be obtained to document attenuation to those maximum levels. Noise mitigation may include, but is not be limited to, building orientation, double or extra-strength windows, wall and ceiling insulation, and orientation and insulation of vents.
- 5) No use, activity or process shall produce continual vibrations or noxious odors that are perceptible without instruments by the average person at the property lines of the site.

- 6) Outdoor lighting associated with the commercial uses shall not adversely impact surrounding residential uses, but shall provide sufficient illumination for access and security purposes. Such lighting shall not blink, flash, oscillate, or be of unusually high intensity or brightness.
- 7) Parking lot and site lighting shall be uniform in appearance and should be used to carry out the theme of the site with color and accent banners.
- 8) A mechanism must be established for the permanent maintenance of common open space and improvements therein, in accordance with the provisions of Section ~~20.17.040.8~~[20.420.040](#) of the Stanton ~~Zoning~~[Municipal Code](#).
- 9) The need for walls or fences within the specific plan area is a function of the location and building orientation of future residential uses. A primary goal of this project is to achieve an aesthetically and functionally integrated set of uses. Convenient access (pedestrian and auto) and visual access from residential to commercial uses on the site are main components of integration. This can be accomplished without compromising privacy and the quality of living environments through creative site planning techniques. In addition, a secondary objective is to improve the integration of the commercial uses ~~on-site~~ with ~~existing surrounding~~ residential ~~areas~~[uses](#), so that Stanton Plaza ~~truly can~~ functions as a neighborhood center for nearby residents. Rather than a traditional, complete separation of residential from commercial uses by walls, walls within the specific plan area will be incorporated ~~only~~ as needed by future ~~residential~~ projects to provide for privacy or noise control. The following guidelines are established to guide the location and treatment of walls and fences ~~for residential projects~~:

- A maximum 6-foot wall or fence may be incorporated for ground floor screening of private outdoor space of residents. An open fence design with a landscape screen may also be used if noise is not a major consideration.
- Entrances and exits (both auto and pedestrian) for residential projects should be integrated with the entries of adjacent commercial sites so that internal access opportunities between uses are maximized.
- Common open space areas for commercial development, such as plaza or outdoor dining should be accessible to adjacent residential uses.
- A combination of solid wall and view fencing should be used to separate the residential component of the Stanton Plaza Specific Plan from Beach Boulevard. Fencing should vary in



setback providing landscape recesses and flat expanses of wall no longer than 25 feet in length.



*The residential units in this picture (alternate view above) are separated from the adjacent roadway by view fencing and internal pathway that lead to separate, gated entrances and patio areas for each unit.*

## D. Commercial Development Standards

Table 4-1 sets forth the minimum lot dimensions, height limitations, setbacks and other property development criteria for commercial uses. The creation of new parcels within the specific plan area shall also conform to these minimum standards. These standards solely address free-standing commercial uses; retail associated with live work uses is addressed in Table 4-4.

**TABLE 4-1  
COMMERCIAL DEVELOPMENT STANDARDS**

<i>Criteria</i>	<i>Standard</i>	<i>Special Provisions</i>
Minimum commercial development area (aggregate total of commercial development required)	Sub-Areas A & B: <del>2</del> -1.5 acres  Sub-Area D: 1 acre	Intent is to encourage <u>landmark-well-designed</u> commercial development at intersection of Beach Blvd and Oranewood Ave and along the Beach Boulevard frontage. <del>Intent is to ensure commercial development does not employ a typical "strip center" design.</del> Circulation, architectural and landscape design shall be integrated with the remainder of the specific plan area. Intent is to assemble existing parcels to create more efficient use of the land.
Maximum floor area ratio (FAR)	0.15 - 0.45 FAR	35' height limit, subject to special provisions for projections. This calculation does not include live/work units.
Minimum building frontage on a street	None	Prefer buildings to be located as close to Beach Blvd. as possible. Buildings located at roadway intersections, including interior streets, should be oriented to both roadways. Regardless of primary entry location, street façades shall include the same level of architectural detailing. Predominant building frontage will occur in Sub-Area A, and may spill over into Sub-Area B depending on the type of development proposed.
Maximum building frontage permitted without providing a building recess, façade articulation or architectural pop-out	25 feet	
Minimum front setback from Beach Boulevard, measured from back of sidewalk (property line) (See Section E for special treatments for Bus Turnouts)	15 feet to parking 20 feet to building  Architectural projections may encroach a maximum of 5 feet into setback area	Front setback area shall incorporate the approved streetscape design for Beach Boulevard as finalized through the development review process. The Community Development Director may approve minor adjustments to the streetscape improvements, based on existing constraints.
Allowed Encroachments for Commercial Buildings at the Immediate Corner of Beach Boulevard and Oranewood Avenue		In recognition of prominence/location of corner site, special design and setback considerations are warranted and may be considered. Design and setback treatment to incorporate public space and amenities, to include but not be limited to plaza, fountain, public art, enhanced hardscape and landscape materials.

**TABLE 4-1  
COMMERCIAL DEVELOPMENT STANDARDS**

<i>Criteria</i>	<i>Standard</i>	<i>Special Provisions</i>
Minimum street side setback, measured from back of curb	15 feet to parking 20 feet to building	Side setback area shall incorporate the approved streetscape design for Orangewood, as finalized through the development review process. The Community Development Director may approve minor adjustments to the streetscape improvements, based on existing conditions.
Minimum interior side setback	0 feet if adjacent to commercial, 2 times the building height if adjacent to residential with a maximum of 60 feet. 10 feet if adjacent to live/work uses	Two-story commercial shall provide an additional 5-foot setback minimum for the second floor if adjacent to existing or permitted residential uses.
Minimum rear setback	10 feet	Setback requirement allows for truck access for loading and unloading behind buildings.
Accessory structure - side/rear setback	10 feet	Because of site constraints, accessory uses should be accommodated in main structures if at all possible (this does not include satellite commercial buildings on the same property).
Maximum height	35 feet or 2 stories	Architectural accents (towers, cupolas, etc.) may extend up to 50 ft. in height.
Minimum parking lot landscape	One (1) 24" box tree for every three (3) parking stalls	Refer to parking lot landscape concept under Section B, General Design Criteria, and Section F General Design Standards for Internal <del>Main-Street</del> s Development Standards.
Outdoor Storage		Not allowed.
Outside Display		Subject to the provision of Section <del>20.400.240</del> <del>20.12.050.0</del> of the <del>Stanton Zoning Code</del> <a href="#">Stanton Municipal Code</a> .
Outdoor dining		Subject to the provisions of Section <del>20.400.230</del> <del>20.12.040.a</del> of the Stanton Zoning Code.
Trash Enclosure		Subject to the provisions of Section <del>20.305.090</del> <del>20.12.040.3</del> of the <del>Stanton Zoning Code</del> <a href="#">Stanton Municipal Code</a> .
Equipment Screening		<a href="#">All equipment should be screened with adequate landscaping, fencing, or a built enclosure. Rooftop equipment should also be screened on buildings adjacent to residential uses. Subject to the provisions of Section 20.305.080</a> <del>20.12.040.4</del> of the <del>Stanton Zoning Code</del> <a href="#">Stanton Municipal Code</a> also apply.
Undergrounding of Utilities		Subject to the provisions of Section <del>20.12.040.6</del> <del>20.305.110</del> of the <del>Stanton Zoning Code</del> <a href="#">Stanton Municipal Code</a> .
Walls and Fences		See Performance Standards, Section C, 8.

**TABLE 4-1  
COMMERCIAL DEVELOPMENT STANDARDS**

<i>Criteria</i>	<i>Standard</i>	<i>Special Provisions</i>
Parking		See General Development Standards, Section G.
Signs		Subject to the provisions of Chapter <del>20.26</del> <a href="#">20.325</a> , Sign Regulations, of the <del>Stanton Zoning Code</del> <a href="#">Stanton Municipal Code</a> . <a href="#">Service station signs are subject to the provisions of Chapter 20.440.070, Service Station Signs, of the Stanton Zoning Code</a> <a href="#">Stanton Municipal Code</a> .

## E. Caltrans Deceleration Lanes and Bus Accommodation

It is anticipated that a deceleration lane will be located adjacent to Sub-Area A, which will accommodate bus stop operations and facilitate bus mergers with northbound traffic. Integrating this additional right-of-way into the project design requires special landscape and setback treatment.

In the event that a deceleration lane is required by Caltrans in the area between Orangewood Avenue and Plaza Drive, the precise treatment will be negotiated in conjunction with processing of a site development plan, subject to final approval by the Director. As the basis for that negotiation, the following points reflect the intent of this Specific Plan.

- a. A deceleration lane width of no more than 12 feet is preferred, reflecting minimum Caltrans standards. This principle is intended to conserve the limited space within the site to achieve quality features desired by the City.
- b. It is preferable for the deceleration lane to begin at a point north of the Orangewood/Beach Boulevard intersection and end at Plaza Drive. This principle is designed to allow for sufficient landmark landscaping and building aspect to highlight this key focal point in the Plan.
- c. Consistent with Orange County Transportation Authority guidance, a bus stop may be located within the deceleration lane to allow for safe and efficient bus merger with northbound traffic;
- d. The preferred setback along Beach Boulevard in Sub-Area A shall include 10 feet for the sidewalk and 10 feet for the landscaped area adjacent to buildings, with adjustments to an 8 foot sidewalk as an option. The minimum setback adjacent to parking areas includes an 8 foot sidewalk and 4 foot landscape area. The specific dimensions will be resolved depending on negotiations with Caltrans regarding the deceleration lane, upon determination by the Planning Director.
- e. The standard landscaping adjacent to this area will be “layered”, mixing a variety of landscape materials that are visible from different levels. For example, a low-lying groundcover may be used right at the sidewalk edge, graduating into taller shrubs. This, in turn, will be accented by landmark trees. The result is a consistent landscaped edge that softens the additional asphalt expanse encompassed by the deceleration lane.

## F. Residential Development Standards

- 1) **Residential.** The following site development standards are established for residential units at densities that range from twelve to forty-eight dwelling units per acre. In calculating the total number of units permitted on the site, density is calculated on the basis of total site area, including any land to be dedicated to right-of-way or as easements. Fractional numbers shall be rounded down to the nearest whole number.

**TABLE 4-2  
RESIDENTIAL DEVELOPMENT STANDARDS**

<i>Development Criteria</i>	<i>Medium Density</i>	<i>Medium High Density</i>	<i>High Density</i>	<i>Special Provisions</i>
Maximum units per gross acre	12-20 du/ac	21-36 du/ac	37-48 du/ac	Density bonus provisions for affordable housing shall apply as provided for in Section <del>20-10-050-D-2</del> <a href="#">20.330.030</a> and <a href="#">Section 20.330.040</a> of the <del>Stanton Zoning Code</del> <a href="#">Stanton Municipal Code</a> .
Minimum project size	1 acre	1 acre	1 acre	Intent is to encourage lot consolidation for residential development.

**TABLE 4-2  
RESIDENTIAL DEVELOPMENT STANDARDS**

<i><b>Development Criteria</b></i>	<i><b>Medium Density</b></i>	<i><b>Medium High Density</b></i>	<i><b>High Density</b></i>	<i><b>Special Provisions</b></i>
Perimeter Setbacks (exterior boundary of Specific Plan) measured from back of sidewalk (property line) to structure:	<p>From Beach Blvd.: 25 ft. preferred, minimum 22 ft.</p> <p>From Orangewood Ave: 15 ft. preferred, minimum 12 ft.</p> <p>From Court St: 10 ft. minimum</p> <p>From exterior property line (rear or north side): minimum 10 ft.</p>	<p>From Beach Blvd.: 25 ft. preferred, minimum 22 ft.</p> <p>From Orangewood Ave: 15 ft. preferred, minimum 12 ft.</p> <p>From Court St: 10 ft. minimum</p> <p>From exterior property line (rear or north side): minimum 10 ft.</p>	<p>From Beach Blvd.: 25 ft. preferred, minimum 22 ft.</p> <p>From Orangewood Ave: 15 ft. preferred, minimum 12 ft.</p> <p>From Court St: 10 ft. minimum</p> <p>From exterior property line (rear or north side): minimum 10 ft.</p>	<p>Perimeter setbacks are intended to soften the edge of the essentially urban development concept envisioned in this Specific Plan. Residential structures are expected to be designed with heavily articulated surfaces facing the street to break up what would otherwise be hard edges. Because of the height of buildings, trees shall be used within public right-of-way and on adjacent private property to further soften these building faces.</p> <p>Setbacks along any street edge are expected to vary, with no more than 65% of the building line at the target or minimum setback line, whichever is established. Only roof overhangs will be allowed to project into the established setback; all other projections shall observe the established setbacks. The Planning Director is authorized to administratively approve a variation from these standards of up to 10%.</p> <p>The perimeter setback area shall incorporate the project's approved streetscape design as finalized through the development review process. The Community Development Director may approve minor adjustments to the streetscape improvements, based on existing conditions. Architectural detailing shall be in accordance with General Design Criteria, Section A.</p>

**TABLE 4-2  
RESIDENTIAL DEVELOPMENT STANDARDS**

<i><b>Development Criteria</b></i>	<i><b>Medium Density</b></i>	<i><b>Medium High Density</b></i>	<i><b>High Density</b></i>	<i><b>Special Provisions</b></i>
Interior Setbacks (from streets or property lines within the Specific Plan):	None. See Special provisions.	None. See Special provisions.	None. See Special provisions.	Unvaried building planes are not permitted unless enhance through the use of varying colors, exterior building materials, decks, balconies, canopies and other projections from the buildings in the form of pop outs or other cantilevered portions of the buildings, structural or otherwise.
Garage Setbacks	<p>Private, secured garages: 9 feet from the street edge to the garage door.</p> <p>No setback is required for shared parking garages or garages accessed from interior courtyards.</p>	<p>Private, secured garages: 9 feet from the street edge to the garage door.</p> <p>No setback is required for shared parking garages or garages accessed from interior courtyards, or rear lanes and alleys.</p>	<p>Private, secured garages: 3 feet from the street edge to the garage door.</p> <p>No setback is required for shared parking garages or garages accessed from interior courtyards, or rear lanes and alleys.</p>	<p>Automatic garage door openers and roll-up garage doors shall be required.</p> <p>No two structures, where the private secured garage is located in the front half of the structure and with an identical front entry garage orientation, shall be located adjacent to one another.</p> <p>25% of the structures with private secured garages shall have garages located in the rear half or in the interior of the structure, either alley-loaded or front-loaded.</p>
Minimum Building Separation	10 feet minimum building separation or as required by the UBC if greater.	10 feet minimum building separation or as required by the UBC if greater.	15 feet minimum building separation or as required by the UBC if greater.	<p>A variation in minimum building separation is encouraged, minimizing repetitive building elevations.</p> <p>Architectural projections may not extend beyond the limits for building separation as specified by the City's current Uniform Building Code.</p>
Private Open Space	65 square feet with a minimum dimension of 5 feet in any direction.	65 square feet with a minimum dimension of 5 feet in any direction.	55 square feet with a minimum dimension of 5 feet in any direction.	Private open space may be covered but may not be enclosed.

**TABLE 4-2  
RESIDENTIAL DEVELOPMENT STANDARDS**

<i>Development Criteria</i>	<i>Medium Density</i>	<i>Medium High Density</i>	<i>High Density</i>	<i>Special Provisions</i>
Common Open Space	300 square feet per unit with a minimum dimension of 15 feet in any direction.	250 square feet per unit with a minimum dimension of 10 feet in any direction.	200 square feet per unit with a minimum dimension of 10 feet in any direction.	Orient buildings entries toward common open space and other public gathering places to the maximum extent possible.
Building Walls	See Special Provisions.	See Special Provisions.	See Special Provisions.	Long, uninterrupted building walls are not permitted. No greater than 30 linear feet of uninterrupted building wall can be erected without an offset or feature (bay window, porches, entries, room pop-out) varying to an appropriate level as determined by the Community Development Director.
Minimum Unit Size	950 square feet.	875 square feet.	800 square feet.	
Maximum height	45 or 3 stories plus loft/attic space.	55 feet or 4 stories plus loft/attic space.	55 feet or 4 stories plus loft/attic space.	<p>Non-habitable structures and architectural features (clock-towers, spires, chimneys, etc.) may exceed the maximum height by 10 feet.</p> <p>See Perimeter Setbacks for additional height restrictions from the rear and north side perimeter property lines.</p> <p>Projects with unvaried roof heights are not permitted. No more than 70% of a structure's roof height shall be at the same height and must be staggered as determined by the Community Development Director.</p>
Walls and Fences				See Performance Standards, Section C, 8.
Parking <sup>1</sup>				See General Development Standards, Section G.

<sup>1</sup> For live-work or mixed use units, see Table 4-3

- 2) **Live-Work/Loft Residential Units** While live/work residential units are not a requirement of this Specific Plan, it is strongly encouraged that a live/work component be integrated into the project design to foster the pedestrian walkability and contribute to the landmark place making capabilities of the project. Following are the development standards that shall be applied to live-work or loft residential units in the Stanton Plaza Specific Plan:

**TABLE 4-3  
LIVE-WORK/LOFT RESIDENTIAL DEVELOPMENT STANDARDS**

<i>Development Criteria</i>	<i>Standard</i>	<i>Special Provisions</i>
Maximum units per gross acre	None	Per either the Medium, Medium High, or High Density Residential categories in Table 4-3.
Minimum project size	None	Intent is to encourage lot consolidation for residential development.
Perimeter Setbacks (exterior boundary of Specific Plan)	15 feet minimum and 20 feet maximum	
Interior Setbacks (from streets or property lines within the Specific Plan)	A maximum 3 feet setback from <del>the</del> <a href="#">internal streets</a> <del>"Main Street" area</del> to the ground floor building wall (does not include entry ways and recesses) unless located behind a public space. See Section F, General Development Standards for additional information related to <del>the</del> <a href="#">internal streets</a> <del>"Main Street" concept</del> .	The second floor and necessary supports may be located 8 feet within the street right-of-way.
Minimum Building Separation	Per the UBC	
Minimum rear setback (as measured from the rear Specific Plan Boundary property line)	5 feet	Parking may be located within rear setback. Setbacks along any street edge are expected to vary, with no more than 65% of the building line at the target or minimum setback line, whichever is established. Only roof overhangs will be allowed to project into the established setback; all other projections shall observe the established setbacks. The Community Development Director is authorized to administratively approve a variation from these standards of up to 10%.
Minimum private outdoor living space	55 square feet	Private patios and balconies shall have a minimum dimension of 5 feet.
Common usable outdoor space		Subject to the provisions of Section <del>20.10.050.N.3.b.c.</del> <a href="#">20.230.080</a> of the <del>Stanton Zoning Code</del> <a href="#">Stanton Municipal Code</a> .
Maximum height	55 feet or 4 stories plus loft/attic space.	

**TABLE 4-3  
LIVE-WORK/LOFT RESIDENTIAL DEVELOPMENT STANDARDS**

<i><b>Development Criteria</b></i>	<i><b>Standard</b></i>	<i><b>Special Provisions</b></i>
Minimum residential unit size	800 square feet	Only structures with fully self-contained units are allowed. Common laundry facilities may be provided pursuant to the Uniform Building Code.
Minimum commercial square footage required along Main Street	600 square feet	
Minimum commercial square footage required all other areas	200 square feet	
Parking	<p>Live-work/loft non-residential parking standards: 1 parking space per 500 square feet of non-residential floor area.</p> <p>Live-work/loft residential parking standards: 1 parking space per unit and .5 guest spaces per unit. Residential parking shall be separated from public parking and secured.</p>	<p>Example:</p> <p>1,500 sq. ft. Live/work Unit 1,000 sq. ft. residential (1.5 spaces) 500 sq. ft. non-residential (1 space) TOTAL REQUIRED: 2.5 spaces</p> <p>Or</p> <p>500 sq. ft. residential (1.5 spaces) 1,000 sq. ft non-residential (2 spaces) TOTAL REQUIRED: 3.5 spaces</p>
Walls and Fences		See Performance Standards, Section C, 8.
Building Orientation		Live-work or loft structures shall be oriented toward the street, especially at the ground level, where building entries, plazas, and windows should front onto the street.
Corner Buildings		At the corners of 'the Main Street area,' corner buildings shall mark the corner with plazas, added height, angled corners, enhanced materials, or other notable architectural feature(s).
Siting of Residential Units		Live-work or lofts projects shall be sited such that odors emanating from businesses do not negatively impact the residential uses.
Location of Trash Enclosures		<p>Trash enclosures shall be located away from residential uses to minimize impacts from noise and odors.</p> <p>Locate trash enclosures and equipment within a parking structure, at the rear of a structure, and within a screened enclosure.</p>
Lighting		Provide outdoor accent lighting that is located and designed to minimize direct glare into residences located on and off-site.

## G. General Development Standards

### 1) Parking

- a. On site parking shall be provided per the provisions of the ~~Stanton Zoning Code~~[Stanton Municipal Code](#) Chapter 20.28 section 060 and 070. Specific requirements for parking by type of use are detailed in the table below. Additional spaces may be proposed, subject to consideration of impacts on other features of the plan.
- b. The joint parking provisions in Chapter 20.17.020, Sections 9 and 10 of the ~~Stanton Zoning Code~~[Stanton Municipal Code](#) detailing allowable reduction in parking standards under certain conditions may be applied as well.

- c. Tandem parking spaces in residential areas

An important consideration regarding tandem parking is the degree to which the spaces provided will actually be used. It is important to acknowledge that tandem spaces, though physically sufficient to accommodate resident vehicles, are less convenient and flexible functionally than side-by-side parking spaces therefore, they require special consideration.

Management of parking spaces in a mixed use environment requires dedicated oversight by homeowner/property owner organizations established for that purpose. These entities may or may not perform according to the intentions of the Plan. Consequently, the rules for tandem parking are more stringent than for conventional arrangements. The following provisions are established to achieve this intent.

- 1) Tandem parking for residential uses shall be permitted. The preferred ratio of units designed with tandem spaces is up to 30%, with no more than 40% as a maximum (each project shall have no less than 70% of its units designed with side-by-side parking).
- 2) Parking shall be provided at a rate of 2.3 spaces per unit for each unit providing side by side, covered parking. Two spaces shall be allocated as private parking for the designated unit, and 0.3 spaces shall be provided as guest parking in a space within close proximity to the designated unit.
- 3) For units designed with covered, tandem parking spaces, 3.0 spaces shall be required. Of those spaces, two (2) covered spaces shall be required for the designated unit, and one (1) guest parking space in close proximity to the designated unit shall be provided.
- 4) If tandem parking spaces are provided, the preferred width for tandem garage spaces is 12 feet, with reductions to a minimum of 10 feet to be considered on a case-by-case basis.

**TABLE 4-4  
PARKING STANDARDS**

<i>Parking Type</i>	<i>Commercial</i>	<i>Restaurant</i>
Standard Spaces	1 space per 300 sf per gross floor area for commercial	1 space per 100 sf per gross floor area for restaurants
Handicapped Spaces	Per the provisions of Chapter 20.28.050 of the <del>Stanton Zoning Code</del> <a href="#">Stanton Municipal Code</a> .	

## 2) ~~Internal Main~~ Renaissance Way Street Development Standards

For illustrations of the standards defined below, see Chapter Four, Site Development Standards, General Design Criteria (~~Main~~ Internal Street Concept).

TABLE 4-5

### ~~MAIN~~ RENAISSANCE WAY STREET DEVELOPMENT STANDARDS

Development Criteria	Standard	Special Provisions
Landscape Requirements	One (1) 36" box tree for every four parking spaces	
Minimum Sidewalk Width	<p><del>45</del>10-20-15 feet adjacent to commercial uses (from curb to building frontage)</p> <p>10-15 feet adjacent to live/work uses (from curb to building frontage)</p>	Outdoor dining, benches, outdoor displays, or any other ancillary uses as approved by the Community Development Director may encroach into the 15-foot sidewalk area a maximum of 8 feet from the building frontage.
Maximum Projection of Awnings or Signs	5 feet from building frontage	
Maximum Projection of Architectural Features (balconies or pop-outs)	2.5 feet from building frontage	
Minimum walkway width within an arcade (See Exhibit on next page)	10 feet	Maximum column width shall be 3 feet. A 3-4-foot separation shall be provided from the column to the Main Street curb; if vehicles overhang the sidewalk, a minimum of 4 feet shall be provided between column and curb, allowing for a 2-foot overhang for vehicles

This exhibit is an example of the minimum dimensions required if an arcade treatment is used adjacent to parking stalls.



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## Chapter 5 ADMINISTRATION & IMPLEMENTATION

### A. Administration

This Stanton Plaza Specific Plan (Plan) provides for a unique mix of commercial and residential uses as an [economically-sustainable landmark](#)-place in the City. It is an amended version of the ~~original~~ ~~amended~~-Plan adopted in [2005. The original plan for Stanton Plaza was adopted in](#) August 2002. Customized regulations are specified, derived partially from the Planned Development provisions of the City of Stanton [Municipal Code](#)~~Zoning Ordinance~~. A specific plan is used as the regulatory tool for this property because of the unique mix of commercial and residential uses to be accommodated and the ~~Landmark-Place~~[sense of place](#)-desired here. Despite the range of uses provided for in this plan, administrative procedures to implement its provisions are quite simple.

The intent of this Administration section is to consolidate all requirements into a single process as much as possible. Accordingly, the Specific Plan Administrative Development Review process has been specially developed for use as the primary administrative tool, and has been created to streamline the review process where proposed development meets all of the criteria outlined in the Specific Plan. The only other regulatory process required would be compliance with subdivision/parcel map laws where land or air rights parcels are being created, or a Conditional Use Permit (CUP) where called for in the Specific Plan to establish a new use.

The site is expected to contain a variety of uses for which impacts and implications will be an integral part of the site planning and review process. Consequently, separate procedures under the Planned

Development, Variance, and Precise Plan of Development are generally not required. For example, the variance procedure will generally not be applicable because modifications to site development standards (beyond interpretive limits available to the Community Development Director) would constitute an amendment to the Specific Plan. The provisions of this Plan offer a degree of interpretive flexibility thorough the Site Plan Review process that should accommodate most adjustments that are likely to be sought.

Traditionally, development that requires a change from what is contained in this Plan would be processed as amendments to the Specific Plan. Once the Specific Plan has been adopted, the option is retained to instead use the CUP process for future consideration of conditionally permitted uses or modifications to CUP's if it is clearly less costly and time consuming than a Specific Plan Amendment. In any case, the Plan will always provide the context for whatever subsequent development project may be proposed to implement it.

### *Environmental Review and Implementation*

Section 65457 of the California Government Code provides that once the EIR has been certified and the specific plan adopted, any residential development project, including any subdivision or zone change that is undertaken to implement and is consistent with the specific plan is exempt from additional CEQA review. This exemption does not apply if after the adoption of the specific plan, any of the events which would trigger preparation of an [addendum](#), subsequent, or supplemental EIR occur, including substantial changes in the project or circumstances under which the project is being undertaken requiring major revisions in the project, or new information becomes available which was not known at the time the EIR was certified. However, if an [EIR addendum and/or a supplemental EIR](#) is prepared covering ~~the future~~ changes/[amendments](#), new circumstances, or new information and is [adopted or](#) certified, the exemption will apply to the projects that then follow the specific plan.

Another exemption is described under Public Resources Code §21080.7. In urbanized areas, no additional EIR or negative declaration is required for "any project involving the construction of housing or neighborhood commercial facilities" when: (1) the project is consistent with a specific plan that has a certified EIR and that has been adopted not more than five years prior to making the required findings under this section; (2) the EIR is sufficiently detailed to identify the project's significant effects and corresponding mitigation measures; (3) the lead agency has determined the type of environmental document needed in accordance with Public Resources Code §21080.1 and has given notice of such fact in accordance with subdivision (b) or (c) of §21092 of that code; (4) the lead agency makes one or more of the findings required by Public Resources Code §21081 and §15091 of the CEQA Guidelines; and, (5) the lead agency files a notice of decision with the county clerk for posting.

The following policies guide the administration of this plan.

1. The title of this plan shall be Stanton Plaza Specific Plan, Amendment No. ~~1-2~~ (SP-SP-~~12~~), and shall be so designated on the City's Zoning Map for this property.

2. Permitted, conditionally permitted and prohibited land uses shall be as indicated in this Plan. The land use and site development regulations, as specified in Chapters 3 and 4, respectively, are adopted by ordinance as zoning regulations.
3. Administrative procedures are provided in this Chapter. The Stanton ~~Zoning Ordinance~~[Municipal Code](#) shall be referred to for any topics not presented here, especially the Planned Development regulations as specified in Section ~~20.17.050~~[20.520](#) of the Stanton ~~Zoning Ordinance~~[Municipal Code](#).
4. A pre-application conference with the Community Development Director or his designee should be held before a proposed project can be submitted and accepted for processing. More than one such conference may be necessary.
5. A Site Plan Review application shall be submitted and processed for any project implementing (complying with) all the provisions of the Specific Plan. The Site Plan Review application shall satisfy;
  - a. Policies, Standards and guidelines of the Specific Plan;
  - b. Applicable provisions of Chapter 20.34 (Conditional Use Permit) regarding uses that are conditionally permitted;
  - c. Provisions of the Title 19 of the City of Stanton Municipal Code if the subdivision of land or air space involves a tentative tract or parcel map.
  - d. Applicable provisions of the Stanton [Municipal Code](#) ~~Zoning Ordinance~~ where a topic is not covered here.
6. For modifications to uses with CUP's that were approved using the provisions of the previous Specific Plan, a new Conditional Use Permit may be submitted rather than seeking an amendment to the Specific Plan. Specific Plan findings identified in this document are still required.
7. Any new CUP would be subject to the provisions of SP-SP-~~42~~[2](#), in addition to the findings and potential conditions identified in Section ~~20.34.010~~[20.550](#), Conditional Use Permits, of the [Municipal Code](#) ~~Stanton Zoning Ordinance~~.
8. Content of the Site Plan Review application or CUP shall include content according to the following checklist:
  - a. A site plan, at a scale no smaller than 1' = 50 ', that delineates the location, amount and relationship of proposed uses and supporting improvements, including a statistical summary that identifies acreage by use, dwelling unit counts and non-residential square footage as appropriate to the proposed uses. The plan shall show:
    - i. The location and size of proposed planning areas;
    - ii. The location and size of proposed buildings and structures;

- iii. The location, size and improvements of all driveways, parking areas, walkways, bus turnouts, drainage ways and means of ingress and egress, including the number of surface and garage/structured parking spaces to be provided;
    - iv. The location and size of proposed public and private open space, including recreation facilities and spaces;
    - v. General landscaping and lighting concept;
    - vi. Location and type of project identification signs; and
    - vii. Project conceptual elevations.
  - b. Either concurrent or subsequent to the development plan submittal, depending on proposed phasing, additional detail on the above components shall be provided, consisting of:
    - i. Dimensions of buildings and structures, including walls and fences;
    - ii. Dimensions of drives, access ways and parking spaces;
    - iii. Dimensions of proposed public and private spaces, including improvements;
    - iv. Improvement plans for infrastructure and utilities;
    - v. A landscaping plan, including plant palette and sizes; and
    - vi. Illustrative elevations of structures and improvements.
  - c. A phasing plan showing how the rest of the property for which immediate approval is not being sought will be developed and how necessary improvements will be made in conjunction with future phases.
  - d. Provisions for property owner or homeowner association(s) where that method of management responsibility is proposed;
  - e. Documentation of trip budget calculations and findings.
9. Documentation and justification of the method for providing for the following unifying features of the Specific Plan (See Chapter 2, Site Development Concept, for a discussion of each unifying feature; this information may be included in point 7, above):
  - Access;
  - Entry Points;
  - Internal Circulation;
  - Landscaping;
  - Architectural Theme;
  - Signs; and
  - Infrastructure.
10. In addition to the provisions of this Specific Plan, the general standards of quality described in ~~Subsection~~ Section 20.17.040 20.3 of the Stanton ~~Municipal Code~~ Zoning Ordinance,

Property Development Standards, shall be applied to the extent that they are not already covered in the Specific Plan. This applies as well to environmental [and landscaping](#) standards as specified in Section ~~20.24.040~~[20.315.040](#), Environmental Standards and, where mixed-use development is proposed, the criteria for mixed-use development in Section ~~20.17.040~~[20.230](#).

11. Any density or intensity bonuses applied to this plan for affordable housing purposes must not result in exceeding the overall trip budget of 6,500 average daily trips. Considerable flexibility in commercial development square footage and residential unit counts already exists within the Plan's provisions to accommodate normal density bonuses.
12. No more than 75% of the minimum number of dwelling units shall be built without development of at least 50% of the minimum commercial development prescribed by the Plan.
13. Administrative interpretation of proposed plans may be made for the following:
  - a. Adequacy of application submissions and documentation;
  - b. Residential unit counts and mix within the designated density ranges;
  - c. Commercial square footage within the designated commercial intensity range;
  - d. Compliance with design requirements;
  - e. Variations in landscape concept for location of landscape features, but not the total amount of landscaping;
  - f. Variations in setback that do not exceed 10% of the prescribed dimension;
  - g. Sign size adjustments up to no more than 10% greater than the prescribed limit; and
  - h. Land use designation boundary modifications not to exceed a 10% (percent) change in area.
14. Live/work units and buildings are subject to the following standards:
  - a. Work Restricted to Occupants. Work on the premises of a live/work unit shall be limited to persons who live in the live/work unit. Living and working spaces shall not be rented or sold separately. The owner/occupant of a live/work unit shall notify the City of any change in use or occupancy. Any change of use or occupancy shall comply with the uses identified in this Specific Plan and will require a new Certificate of Occupancy. The square footage initially approved for live-work areas within a unit shall remain commercial in nature and shall not be converted to residential use with subsequent owners.
  - b. Off street loading areas. Off street loading will be accomplished by the temporary use of planned parking spaces, or in parking spaces limiting a vehicle's permitted parking time (i.e. parking stalls designated with 20-minute parking limits).

- c. Performance Standards. Noise and odors which are perceptible beyond the parcel line of a live/work building and which are caused by activities in the live/work building shall not exceed the levels specified in Chapter 20.24.030 of the City of ~~Stanton Zoning Code~~[Stanton Municipal Code](#).
- d. Modifications. Additions or enlargements of structures, modification of floor areas dedicated to living and working spaces, or any subsequent change in the approved live/work units shall require a specific plan amendment, administrative clearance or conditional use permit, depending on the nature and scope of change being sought.
- e. Live/work units and buildings must comply with any requirements imposed by the Building, Fire, Planning, Sheriff, and Public Works Departments intended to protect the public health, safety and welfare.

An administrative approval or conditional approval of the commercial/work component of the live/work units shall be granted to the owner of the unit. Approvals of commercial uses may not be transferred between units. A copy of all conditions of the approval of the project shall be provided to all future owners/occupants of the building prior to their execution of a lease or purchase agreement for the live/work unit. Project conditions are required to be recorded with the County Recorder's Office prior to exercise of entitlement.

- 15. The Community Development Director has the authority to make interpretations and approve modifications to this Plan, including the determination that a proposed project exceeds the flexibility rules and intent of the Plan. In the latter case an amendment to the Specific Plan would be necessary. The Director's determination shall be rendered within 15 working days of a request for interpretation. This determination may be appealed to the Planning Commission and, subsequently, the City Council. However, under no circumstance shall a modification under this provision be allowed that cannot substantiate the required Specific Plan findings.

## B. Required Findings

An application for a Site Plan Review (for a permitted use) or Conditional Use Permit (for a conditionally permitted use) may be approved or conditionally approved if, on the basis of application, plans, materials, and/or testimony submitted that the following findings can be made:

- a. The Project is consistent with the Stanton General Plan and the current version of the Stanton Plaza Specific Plan;
- b. The project does not cause the trip budget of 6,500 average daily trips for the entire Plan to be exceeded;
- c. The project's uses and design are compatible with the adjacent portions of the Specific Plan;

- d. The project contributes to the ~~landmark qualities~~high standards for architectural design guidelines expected of this Specific Plan area;
- e. For projects in ~~planning sub-areas A and B~~, a unique ~~“main street”~~open space or outdoor dining concept is included in the project design to distinguish Stanton Plaza from conventional strip commercial development; and
- f. The project has demonstrated compliance with the Mitigation Measures identified within the Stanton Plaza Environmental Impact Report.

Failure to make all the required findings shall require denial of the application.

## C. Approval Authority

The Community Development Director's responsibilities shall include administering, interpreting, and enforcing all requirements and standards of the Stanton Plaza Specific Plan, including the acceptance and processing of all land use permit applications. The Community Development Director or designated representative may approve administrative permits that meet the requirements of this Specific Plan and may approve, conditionally approve, or deny minor requests for waiver of Specific Plan standards. The Community Development Director holds final approval authority for, and enforcement of: building permits, certificates of occupancy, home occupation permits, minor variance modifications, minor precise plans of development, sign permits, similar use determinations, and temporary use permits. The Director may impose conditions of approval or make interpretations of the Specific Plan, which may be appealed to the Planning Commission. The Community Development Director may refer matters involving development issues to the Development Review Committee, or the Planning Commission, and may consult with the City Attorney on questions of interpretation.

### Administrative Development Review

The Community Development Director has the authority to approve Administrative Development Review applications that comply with the provisions of the Specific Plan, and do not require the approval of a Conditional Use Permit to allow a specified use. Once the Community Development Director has administratively approved a Site Plan, the applicant, the owner or owners of the property subject to the Development Plan, and the Planning Commission shall be promptly notified of the Community Development Director's decision.

The decision of the Community Development Director shall be final and effective 10 days after a written determination has been made unless, within said time, a written appeal to the Planning Commission is filed by the applicant, property owners subject to the Development Plan, or by any member of the City Council or Planning Commission.

Appeals from a decision or action taken by the Community Development Director may be appealed to the Planning Commission. Actions or decisions made by the Planning Commission to approve or disapprove an application or to grant or revoke a conditional use permit or

Administrative Development Review, may be appealed to the City Council, and may be filed by any person, subject to the requirements of Code Section ~~20.32.050~~[20.615.040](#).

A filing fee shall be paid at the time of appeal application, in an amount determined by City Council resolution.

The approval of a project subject to Administrative Development Review is conditional upon the privileges being utilized within six months after the effective date, and if they are not utilized or construction work is not begun within this time and carried on diligently in accordance with conditions imposed by the planning commission, this authorization shall become void, and any privileges, permit or conditions granted shall be deemed to have elapsed.

## D. Implementation

Implementation of the Stanton Plaza Specific Plan will require property assembly and complete redevelopment of existing land uses. Because of the complexity of the land use mix, it is likely that development will occur in phases. To accommodate these factors, the following actions must be taken to facilitate implementation.

- ~~1. Amend the Stanton General Plan reference to the Theme Commercial Opportunity Area to reflect four instead of three planning areas. This is a minor technical change and should be included as a technical amendment with the next amendment package for the General Plan. Future General Plan Update efforts may eliminate the Theme Commercial Opportunity Area altogether, and replace it with a designation that more closely reflects the land use direction called out in the Stanton Plaza Specific Plan. Any reclassification of the General Plan Land Use designation is a separate General Plan action and would be part of a separate planning process.~~
- ~~2. Delete the Theme Commercial Overlay District (OTC) from Chapter 20.16 of the Stanton Zoning Ordinance and amend to reference the Stanton Plaza Specific Plan. That designation is no longer needed and is superseded by this Specific Plan.~~
- ~~3.~~[1.](#) Encourage and collaborate with private property interests to assemble the existing land parcels so that the concepts in the Plan can be implemented.
- ~~4.~~[2.](#) Ensure that property consolidation results in removal of the current deed restrictions (186' setback) from Beach Boulevard that currently applies on several parcels.
- ~~5.~~[3.](#) Facilitate necessary modifications to existing deed restrictions and/or reciprocal parking and other agreements between property owners within the Specific Plan.
- ~~6.~~[4.](#) Determine the nature and extent of City participation in improvements and/or property assembly.
- ~~7.~~[5.](#) Adopt this amendment to the Stanton Plaza Specific Plan in its entirety by Ordinance and incorporate the Specific Plan in the appropriate sections of the Stanton [Municipal Code](#)~~Zoning Ordinance~~.

- ~~8.6.~~6. Establish a Trip Budget tracking system ~~to insure that~~to ensure that these limits are properly observed as the Plan builds out.
- ~~9.7.~~7. Condition projects within the Stanton Plaza Specific Plan to comply with the mitigation measures specified in the Environmental Impact Report.
- ~~10.8.~~8. Coordinate with Caltrans on all plans, activities, and projects that may affect State facilities.



## *APPENDIX A* **ANNOTATED SITE MAP**

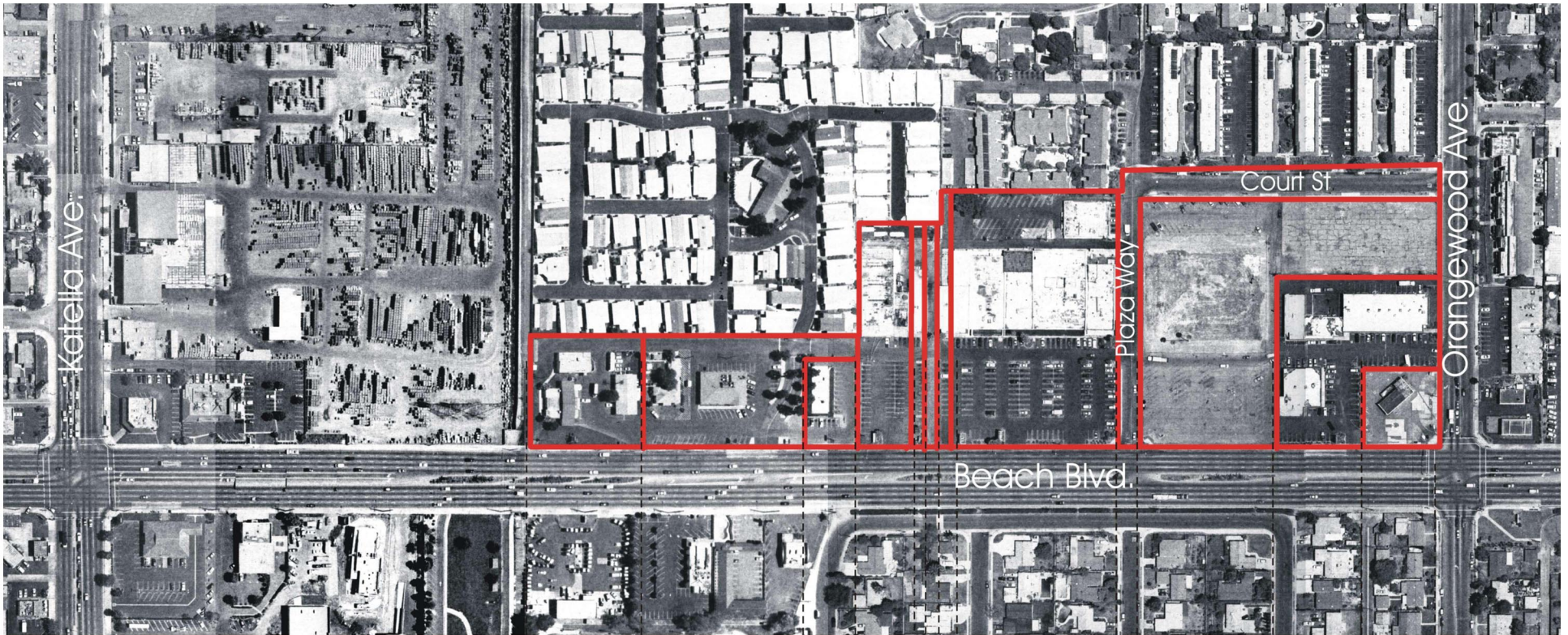
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# Stanton Plaza Specific Plan

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(Vertical Scale Exaggerated) →

X= Access Points

Key:	Address	11182 Beach	11192 Beach	11320 Beach	11382 Beach	11430 Beach	11462 Beach
	Use	Golf & Auto	House & Rest.	Multiple retail	Vacant	Multiple retail	Service Station
	Owner	Ronnenberg	Ronnenberg	James Besaw	Brandywine/ Stanton Plaza Group, LLC	Aesuton Kwon	Brandywine/ Stanton Plaza Group, LLC
	Parcel #	131-07	131-06	141-16	141-05	141-06	141-07
	Square feet	3,146 sf	5,896 sf	43,893 sf		20,657 sf	1,880 sf
			11296 Beach Payless Shoe Richard Pope 131-05 4,500 sf	11318 Beach Antique Ford Parts Bahret 141-15 7,646 sf			
			11300 Beach Multiple retail Kiet Tsan 141-11 7,500 sf	11316 Beach Bar (30'wide) Lisk 141-08 2,473 sf	Abandoned drive aisle Ronnenberg 141-12		

# Stanton Plaza Specific Plan

Existing Conditions

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** October 11, 2016

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE AGREEMENT AFFECTING REAL PROPERTY WITH FRONTIER REAL ESTATE INVESTMENTS INC. FOR ELEVEN PROPERTIES LOCATED AT 11382, 11430 AND 11462 BEACH BOULEVARD**

### **REPORT IN BRIEF:**

The Successor Agency to the Stanton Redevelopment Agency ("Successor Agency") previously entered into a purchase and sale agreement ("PSA") to sell eleven properties located at 11382, 11430 and 11462 Beach Boulevard ("Properties") to Frontier Real Estate Investments Inc. ("Frontier") for \$2,100,000.00. As a condition to the close of escrow under the PSA, Frontier and the City have negotiated an Agreement Affecting Real Property ("Agreement") regarding the development of the Properties.

### **RECOMMENDED ACTIONS:**

1. City declare that the proposed development of the Properties pursuant to the Agreement is consistent with the adopted Project EIR approved for the Stanton Plaza Specific Plan and direct staff to file the notice of determination; and
2. Approve Resolution No. 2016-39 approving the Agreement Affecting Real Property for the development by Frontier Real Estate Investments, Inc. of the Properties identified by APN Nos. 131-691-49, 50, 51, 58, 59, 60, 61, 62, 63, 64, and 65; and
3. Authorize the City Manager to execute the necessary documents and take all actions reasonably necessary to ensure completion of the development of Properties in accordance with the Agreement.

### **BACKGROUND:**

As part of the dissolution of the former Stanton Redevelopment Agency, the Successor Agency developed a Long Range Property Management Plan ("LRPMP") to identify the disposition and use of the real properties of the former Stanton Redevelopment Agency. The LRPMP was approved by the Oversight Board of the Successor Agency and by the Department of Finance. As part of the LRPMP, the DOF approved the Successor Agency's plan to sell the Properties, totaling 126,975 square feet or 2.9 acres in size. The Properties are known as the Stanton Plaza or Renaissance Plaza

and are generally located at the northeast corner of Beach Boulevard and Orangewood Avenue.

The Successor Agency and the Oversight Board both approved a previous Disposition and Development Agreement ("DDA") with Frontier for the sale and development of the Properties. However, as the DDA allowed the Successor Agency certain rights, including review of proposed tenants by Frontier, the State Department of Finance did not approve the DDA.

Pursuant to the LRPMP, the Successor Agency and Frontier then entered into the PSA, dated October 29, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement (Beach and Orangewood) dated March 9, 2016, for the sale of the Properties from the Successor Agency to Frontier. To ensure that the Properties are disposed of expeditiously and in a manner aimed at maximizing value, it is a condition precedent to the Close of Escrow (as defined in the PSA) that Frontier and the City enter into the Agreement in connection with Frontier's development of the Properties. Pursuant to the Agreement, Frontier proposes to develop the Properties as a commercial/retail development site including a retail pad building for multiple retail tenants, including outdoor patio/gathering spaces, a quick service or "fast food" style restaurant with drive-through, and a service station, with convenience store, and drive-through car wash ("Project").

#### **ANALYSIS/JUSTIFICATION:**

To ensure that the community receives a well-designed project in a timely manner on the Properties, the PSA included a condition precedent to the close of escrow which requires Frontier to enter into the Agreement with the City for the development of the Project on the Properties. That Agreement is attached to the Resolution as Exhibit "A."

#### **FISCAL IMPACT:**

None. The City will monitor Frontier's development of the Properties. No City funds will be used on the Project; instead, Frontier shall deposit \$20,000 with the City within 7 days of the effective date of the Agreement to defray specific costs of the City in pursuing the contemplated Project, and shall replenish this amount as needed throughout the construction of the Project, not to exceed \$40,000 in the aggregate.

#### **ENVIRONMENTAL IMPACT:**

A Project EIR was adopted by the City Council as part of the Stanton Plaza Specific Plan. The scope of development proposed in the Agreement is consistent with the existing Project EIR and as such, no further CEQA review is required.

#### **LEGAL REVIEW:**

The City Attorney has reviewed this report and the attached resolution on behalf of the

City.

**PUBLIC NOTIFICATION:**

Through the normal agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

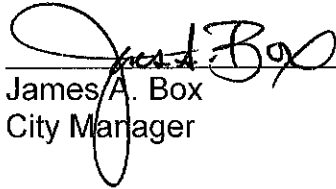
2.1 – Pursue redevelopment/revitalization opportunities identified in focused areas throughout the City – Beach Blvd.

Prepared by:

Approved by:



Kelly Hart  
Community Development Director



James A. Box  
City Manager

**Attachments:**

- A. Resolution No. SA 2016-39 (Agreement Affecting Real Property with Frontier Real Estate Investments LLC included as Exhibit A)

## RESOLUTION NO. 2016-39

### A RESOLUTION OF CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING AN AGREEMENT AFFECTING REAL PROPERTY WITH FRONTIER REAL ESTATE INVESTMENTS INC. FOR ELEVEN PROPERTIES LOCATED AT 11382, 11430 AND 11462 BEACH BOULEVARD

**WHEREAS**, prior to its dissolution, the City of Stanton Redevelopment Agency ("RDA") purchased approximately 2.892 acres of that certain real property generally located at the northeast corner of Beach Boulevard and Orangewood Avenue in the City of Stanton, California consisting of eleven (11) contiguous and adjacent parcels (APNs 131-691-49, 131-691-50, 131-691-51, 131-691-58, 131-691-59, 131-691-60, 131-691-61, 131-691-62, 131-691-63, 131-691-64, and 131-691-65) ("Properties"); and

**WHEREAS**, Assembly Bill 1X 26, enacted as part of the 2011-2012 State of California budget bill, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 dissolved and set out procedures for the wind-down of all redevelopment agencies throughout the State effective February 1, 2012, and in June 2012, the California Legislature adopted Assembly Bill 1484 (Assembly Bill 1X 26 and Assembly Bill 1484 are collectively referred to herein as the "Dissolution Act") further modifying some of the procedures set forth in Assembly Bill 1X 26, and adding certain other procedures and requirements for the dissolution and wind-down of redevelopment agencies; and

**WHEREAS**, the Successor Agency to the Stanton Redevelopment Agency ("Agency") is the successor entity to the RDA and, pursuant to the Dissolution Act, upon the RDA's dissolution the Properties automatically transferred to the Agency; and

**WHEREAS**, Pursuant to Health and Safety Code section 34177(e), the Agency is responsible for disposing of the assets and properties of the former RDA, as directed by the Oversight Board to the Agency, expeditiously and in a manner aimed at maximizing value; and

**WHEREAS**, as part of the dissolution of the RDA, the Agency developed a Long Range Property Management Plan ("LRPMP") to identify the disposition and use of the real properties of the former Stanton Redevelopment Agency; and

**WHEREAS**, the LRPMP was approved by the Oversight Board of the Agency and by the Department of Finance ("DOF"); and

**WHEREAS**, as part of the LRPMP, the DOF approved the Agency's plan to sell the Properties; and

**WHEREAS**, Agency and Frontier Real Estate Investments Inc. ("Frontier") entered into that certain Purchase and Sale Agreement (Beach and Orangewood) dated October 29, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement (Beach and Orangewood), dated March 9, 2016 (as so amended, "PSA"), for the sale of the Properties to Frontier; and

**WHEREAS**, it is a condition precedent to the Close of Escrow (as defined in the PSA) that Frontier and the City enter into an Agreement Affecting Real Property, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, in connection with Developer's development of the Project on the Properties, as further defined in the Agreement; and

**WHEREAS**, this Agreement is in the best interest of the community because it requires the Properties to be developed in a timely manner resulting in increased property and sales tax generation.

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

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. CEQA Compliance.** The City, as lead agency, previously adopted an Environmental Impact Report (SCH #2004071165) for the Stanton Plaza Specific Plan, which was certified by the City Council on January 25, 2005, regarding development of the Property in compliance with the California Environmental Quality Act ("CEQA"). The City hereby finds and determines that the Agreement will not result in any changes to the development of the Property or the circumstances surrounding the development of the Property and there is no new information regarding the development of the Property, since adoption of the Environmental Impact Report on January 25, 2005 that would require or allow additional environmental review or documentation regarding the development of the Property. The City Clerk is authorized and directed to file a Notice of Determination, as applicable, under CEQA with the appropriate official of the County of Orange, California, within five (5) days following the date of adoption of this Resolution.

**Section 3. Approval of Agreement.** The City hereby approves the Agreement, in substantially the form attached to this Resolution as Exhibit "A" and subject to minor modifications as approved by the City Manager and City Attorney, and authorizes the City Manager, acting on behalf of the City, to sign and enter into the Agreement and perform the obligations of the City pursuant to the Agreement.

**Section 4. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are

severable. The City declares that the City would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 5. Certification.** The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption thereof.

**Section 6. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** this 11th day of October, 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

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. 2016-39 was duly passed and adopted at a regular meeting of the Stanton City Council on the 11th day of October, 2016 by the following vote, to wit:

AYES: \_\_\_\_\_

\_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

**EXHIBIT A**

**AGREEMENT AFFECTING REAL PROPERTY**  
**(BEACH AND ORANGEWOOD)**

**[Attached behind this cover page]**

**AGREEMENT AFFECTING REAL PROPERTY  
(Beach and Oranewood)**

**by and between the**

**THE CITY OF STANTON,  
a public body, corporate and politic**

**and**

**FRONTIER REAL ESTATE INVESTMENTS LLC,  
a California limited liability company**

**[Dated as of \_\_\_\_\_ for reference purposes only]**

**AGREEMENT AFFECTING REAL PROPERTY**  
**(Beach and Oranewood)**

This AGREEMENT AFFECTING REAL PROPERTY (Beach and Oranewood) ("Agreement") is dated as of \_\_\_\_\_, for reference purposes only, and is entered into by and between the CITY OF STANTON, a public body, corporate and politic ("City"), and FRONTIER REAL ESTATE INVESTMENTS LLC, a California limited liability company ("Developer"). City and Developer enter into this Agreement with reference to the following recitals of fact (each, a "Recital"):

**RECITALS**

A. The City of Stanton Redevelopment Agency ("RDA") purchased approximately 2.892 acres of that certain real property generally located at the northeast corner of Beach Boulevard and Oranewood Avenue in the City of Stanton, California consisting of eleven (11) contiguous and adjacent parcels (APNs 131-691-49, 131-691-50, 131-691-51, 131-691-58, 131-691-59, 131-691-60, 131-691-61, 131-691-62, 131-691-63, 131-691-64, and 131-691-65) ("Property"), as more particularly defined in Section 1.1.60 of this Agreement.

B. Assembly Bill 1X 26, enacted as part of the 2011-2012 State of California budget bill, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 dissolved and set out procedures for the wind-down of all redevelopment agencies throughout the State effective February 1, 2012, and in June 2012, the California Legislature adopted Assembly Bill 1484 (Assembly Bill 1X 26 and Assembly Bill 1484 are collectively referred to herein as the "Dissolution Act") further modifying some of the procedures set forth in Assembly Bill 1X 26, and adding certain other procedures and requirements for the dissolution and wind-down of redevelopment agencies.

C. The Successor Agency to the Stanton Redevelopment Agency ("Agency") is the successor entity to the RDA and, pursuant to the Dissolution Act, upon the RDA's dissolution the Property automatically transferred to the Agency.

D. Pursuant to Health and Safety Code section 34177(e), the Agency is responsible for disposing of the assets and properties of the former RDA, as directed by the Oversight Board to the Agency, expeditiously and in a manner aimed at maximizing value.

E. Agency and Developer entered into that certain Purchase and Sale Agreement (Beach and Oranewood) dated October 29, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement (Beach and Oranewood) dated March 9, 2016 (as so amended, "Purchase and Sale Agreement"), for the sale of the Property to Developer. To ensure that the Property is disposed of expeditiously and in a manner aimed at maximizing value, it is a condition precedent to the Close of Escrow (as defined in the Purchase and Sale Agreement) that Developer and the City enter into this Agreement in connection with Developer's development of the Project, as defined in Section 1.1.57 of this Agreement as the "Project."

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES AND COVENANTS OF CITY AND DEVELOPER SET FORTH IN THIS AGREEMENT, CITY AND DEVELOPER AGREE, AS FOLLOWS:

### **TERMS AND CONDITIONS**

#### **1. DEFINITIONS**

1.1 **Definitions.** The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Affiliate.** Any other Person, directly or indirectly, Controlling or Controlled by or under common Control with the specified Person.

1.1.2 **Agency.** The Successor Agency to the Redevelopment Agency for the City of Stanton, a public body, corporate and politic.

1.1.3 **Agreement.** This Agreement Affecting Real Property (Beach and Orangewood) by and between City and Developer, including all of the exhibits attached to this Agreement.

1.1.4 **Application.** Any agreement, application, certificate, document or submission (or amendment of any of the foregoing): (a) necessary or appropriate for the Project, including any application for any building permit, Certificate of Completion, utility service or hookup, easement, covenant, condition, restriction, subdivision or such other instrument as Developer may reasonably request for the Project; or (b) to enable Developer to seek any Approval or to use and operate the Project in accordance with this Agreement.

1.1.5 **Approval.** Any license, permit, approval, consent, certificate, ruling, variance, authorization, conditional use permit, or amendment to any of the foregoing, as shall be necessary or appropriate under any Law to commence, perform or complete the construction of the Project on the Property, including any associated CEQA Document.

1.1.6 **Automobile Liability Insurance.** Insurance coverage against claims of personal injury (including bodily injury and death) and property damage covering all owned, hired and non-owned vehicles used by Developer regarding the Project, with minimum limits for bodily injury and property damage of One Million Dollars (\$1,000,000). Such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by City, which approval shall not be unreasonably withheld.

1.1.7 **Bankruptcy Proceeding.** Any proceeding, whether voluntary or involuntary, under Title 11, United States Code, and any other or successor State or Federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.1.8 **Builder's Risk Insurance.** Builder's risk or course of construction insurance covering all risks of loss, less policy exclusions, on a completed value (non-reporting) basis, in an amount sufficient to prevent co-insurance, but in any event not less than one hundred percent (100%) of the completed value of the subject construction, including cost of debris removal, but excluding foundation and excavations. Such insurance shall also: (a) grant permission to occupy; and (b) cover, for replacement cost, all materials on or about any offsite storage location intended for use in, or in connection with, the Property.

1.1.9 **Business Day.** Any weekday on which City is open to conduct regular business functions with City personnel.

1.1.10 **CEQA.** The California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*

1.1.11 **CEQA Documents.** Any exemption determination, any Negative Declaration (mitigated or otherwise) or any Environmental Impact Report (including any addendum or amendment to, or subsequent or supplemental Environmental Impact Report) required or permitted by any Government, pursuant to CEQA, to issue any Approvals for the Project.

1.1.12 **Certificate of Completion.** With respect to each Parcel, the written certification of City that the portion of the Project to be completed on such Parcel is complete and in compliance with the terms and conditions of this Agreement, in substantially the form of Exhibit E attached to this Agreement.

1.1.13 **City.** The City of Stanton, a California municipal corporation.

1.1.14 **City Parties.** Collectively, City and the officials, officers, employees, agents and volunteers of City.

1.1.15 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature, and if an Indemnitor improperly fails to provide a defense for an Indemnatee, then Legal Costs) and any judgment.

1.1.16 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership of Equity Interests, by contract or otherwise.

1.1.17 **County.** The County of Orange, California.

1.1.18 **Default.** A Monetary Default or Non-Monetary Default.

1.1.19 **Default Interest.** Interest at an annual rate equal to the lesser of: (a) eight percent (8%) per annum; or (b) the highest rate of interest, if any, that Law allows under the circumstances.

1.1.20 **Developer.** Frontier Real Estate Investments LLC, a California limited liability company, and any successors or assigns of Frontier Real Estate Investments LLC, permitted under the terms and conditions of this Agreement.

1.1.21 **Developer Parties.** Collectively, Developer and the directors, officers, employees, agents, shareholders, members, managers and partners of Developer.

1.1.22 **Effective Date.** The first date on which all of the following have occurred: (a) City has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Developer; (b) City has received a certified copy of Developer Official Action signed by the authorized representative(s) of Developer; (c) this Agreement is approved by the governing body of City; (d) this Agreement is signed by the authorized representative(s) of City and a signed original of this Agreement is delivered by City to Developer; and (e) the Oversight Board to the Successor Agency to the Stanton Redevelopment Agency has approved the Purchase and Sale Agreement. City shall send Notice of the Effective Date to Developer within seven (7) calendar days following the Effective Date. Developer shall sign and return a copy of such Notice to City within seven (7) calendar days after receipt of such Notice.

1.1.23 **Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Laws or Hazardous Material Discharge.

1.1.24 **Environmental Laws.** All Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.]; the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.]; the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health

& Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.]; the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.]; together with any amendments of or regulations promulgated under the statutes cited above or any other Federal, State, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Materials on, under, or about the Property) or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.25 **Equity Interest.** All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.1.26 **Event of Default.** The occurrence of any one or more of the following:

(a) *Monetary Default.* A Monetary Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment;

(b) *Bankruptcy or Insolvency.* Developer admits in writing that Developer is unable to pay its debts as they become due or becomes subject to any Bankruptcy Proceeding (except an involuntary Bankruptcy Proceeding dismissed within ninety (90) calendar days after commencement), or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Developer's assets or Developer's interest in this Agreement, the Property or the Project (unless such appointment, attachment, execution, or other seizure was involuntary; and is contested with diligence and continuity and vacated and discharged within ninety (90) calendar days);

(c) *Transfer.* The occurrence of a Transfer, whether voluntarily or involuntarily or by operation of Law, in violation of the terms and conditions of this Agreement; or

(d) *Non-Monetary Default.* Any Non-Monetary Default other than those specifically addressed in Section 1.1.26(b) or Section 1.1.26(b) that is not cured within thirty (30) calendar days after Notice to the Party alleged to be in Default describing the Non-Monetary Default in reasonable detail, or, in the case of a Non-Monetary Default that cannot with reasonable diligence be cured within thirty (30) calendar days after the effective date of such Notice, if the Party alleged to be in Default does not do all of the following: (a) within thirty (30) calendar days after the initial Notice of such Non-Monetary Default, advise the other Party of the intention of the Party alleged to be in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.27 **Federal.** The federal government of the United States of America.

1.1.28 **Fuel Station Parcel.** The Parcel shown on the Site Plan as containing the "Convenience Store" and "Car Wash".

1.1.29 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (Federal, State, County, district, municipal, City, Agency or otherwise) whether now or later in existence.

1.1.30 **Hazardous Material.** Any flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum, petroleum products and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as "hazardous substances" pursuant to 33 U.S.C. § 1321; (c) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended; (d) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., or any so-called "superfund" or "superlien" law; (e) defined as a "pollutant" or "contaminant" under 42 U.S.C. § 9601(33); (f) defined as "hazardous waste" under 40 C.F.R. Part 260; (g) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; (h) any matter within the definition of "hazardous substance" set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act ("TSCA") [15 U.S.C. Sections 2601 et seq.]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; (k) those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) any matter, waste or substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code; (n) any substance defined as a "hazardous substance" in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) other substances, materials, or wastes that are, or become, regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to said Law, including manure, asbestos, polychlorinated biphenyl, flammable explosives and radioactive material.

1.1.31 **Hazardous Material Discharge.** Any deposit, discharge, generation, release, or spill of a Hazardous Material that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Material to or from the Property, or that arises at any time from the construction, installation, use or operation of the Project or

any activities conducted at, on, under or from the Property, whether or not caused by a Party.

1.1.32 **Indemnify.** Where this Agreement states that any Indemnitor shall "indemnify" any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). "**Indemnified**" shall have the correlative meaning.

1.1.33 **Indemnitee.** Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.34 **Indemnitor.** A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.35 **Institutional Lender.** Any of the following: (a) a bank (State or Federal), trust company (in its individual or trust capacity), insurance company, credit union, savings bank (State or Federal), pension, welfare or retirement fund or system, real estate investment trust (or an umbrella partnership or other entity of which a real estate investment trust is the majority owner), Federal or State agency regularly making or guaranteeing mortgage loans, investment bank or a Fortune 500 company; (b) any Person that is an Affiliate of or is a combination of any one or more of the Persons described in clause "(a)" of this Section 1.1.35; or (c) any other Person that regularly makes mortgage loans that is approved by the City (which approval shall not be unreasonably withheld, delayed or conditioned).

1.1.36 **Insurance Documents.** Insurance policies and endorsements evidencing all insurance coverage required to be obtained by Developer pursuant to Section 4.

1.1.37 **Law.** Every law, ordinance, requirement, order, proclamation, directive, rule, or regulation of any Government applicable to the Property or the Project, in any way, including any development, use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting the Property or the Project, or relating to any taxes, or otherwise relating to this Agreement or any Party's rights, obligations or remedies under this Agreement, or any Transfer of any of the foregoing, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

1.1.38 **Legal Costs.** In reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding (or other matter for which such Person is entitled to be reimbursed for its Legal Costs), including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.39 **Liability Insurance.** Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and which may be provided through a

combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Property or the general aggregate limit shall be twice the required minimum liability limit for any one occurrence.

1.1.40 **Monetary Default.** Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, any bond or surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person.

1.1.41 **New Tract Map.** A tract map in form and substance that is reasonably satisfactory to Developer that merges existing parcels, and subdivides the Property into Parcels in compliance with Subdivision Map Act and in a manner that is consistent with Developer's intended redevelopment of the Property and the Site Plan.

1.1.42 **Non-Monetary Default.** The occurrence of any of the following, except to the extent constituting a Monetary Default: (a) any failure of a Party to perform any of its obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, or neither, would constitute a breach of this Agreement by a Party.

1.1.43 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default. All Notices must be in writing.

1.1.44 **Notice of Agreement.** A notice in substantially the form of Exhibit B attached to this Agreement, to be signed by both City and Developer and recorded against the Property at the Close of Escrow to provide constructive record notice of the existence and application of the City Agreement to the Property.

1.1.45 **Notice of Default.** Any Notice claiming or giving Notice of a Default or alleged Default.

1.1.46 **Notify.** To give a Notice.

1.1.47 **Parcel.** A legal parcel as shown as part of the Property on the New Tract Map.

1.1.48 **Parties.** Collectively, City and Developer.

1.1.49 **Party.** Individually, either City or Developer, as applicable.

1.1.50 **Permanent Loan.** Any loan from an Institutional Lender to Developer, Developer's successor(s) to any Transferred Parcel, and/or any lessee(s) under any Permitted Lease that will be used solely to pay-off Project Construction Financing, including the reasonable costs of obtaining the loan and any reasonable and customary fees or charges relating to the pay-off of any Project Construction Financing.

**1.1.51 Permitted Encumbrance.** Any or all of the following: (a) all items shown in the Preliminary Report (as defined in the Purchase and Sale Agreement), as exceptions to coverage under the proposed Developer Title Policy (as defined in the Purchase and Sale Agreement), that are approved by Developer pursuant to Section **Error! Reference source not found.** of the Purchase and Sale Agreement; (b) any lien for non-delinquent property taxes or assessments; (c) any Laws applicable to the Property; (d) this Agreement; (e) the covenants, conditions or powers in the deed to be recorded pursuant to the Purchase and Sale Agreement; (f) the Notice of Agreement; (g) any existing improvements on the Property; (h) a Permitted Security Instrument; (i) reasonable construction, utility, access or other easements or licenses, reciprocal easement agreements (including, without limitation, any reciprocal easement agreement or similar agreement entered into with Developer's successor(s) to any Transferred Parcel(s) and/or any lessee under any Permitted Lease), declarations of conditions, covenants and restrictions, memoranda of lease or similar agreements made or entered into in connection with the development or operation of the Project on the Property in accordance with this Agreement and the deed to be recorded pursuant to the Purchase and Sale Agreement; (j) any Permitted Lease; and (k) any other document or encumbrance expressly required or allowed to be recorded against the Property or the Project under the terms of this Agreement.

**1.1.52 Permitted Lease.** Any lease or ground lease entered into by Developer pursuant to which Developer leases (i) all or any portion of the QSR Parcel to any Person for the purpose of developing and/or operating a nationally recognized "fast food" or "quick service" restaurant that may include a drive thru, (ii) all or any portion of the Fuel Station Parcel to any Person for the purpose of developing and/or operating a nationally recognized fuel / service station that may include a convenience store and/or a car wash, (iii) all or any portion of the Shop Parcel to any Person for the purpose of developing and/or operating any restaurant, coffee shop, cellular and/or wireless store, bank or other financial institution (which may include ATMs), hair and/or nail salon, and/or medical, dental, optometrist and/or chiropractic offices, and/or (iv) all or any portion of any Parcel to any Person with the prior written consent of the City (which consent shall not be unreasonably withheld, delayed or conditioned).

**1.1.53 Permitted Security Instrument.** Any Security Interest: (a) that encumbers only the Property, a Parcel, or any interest in the Property or a Parcel; (b) a copy of which (recorded or unrecorded) is promptly after execution delivered to City, with a certification by the Institutional Lender that the copy is accurate and stating the Institutional Lender's name and notice address; (c) that is held by an Institutional Lender that is subject to the jurisdiction of the courts of the State, not immune from suit and cannot elect to be immune from suit; and (d) only secures: (i) the repayment of Project Construction Financing; (ii) a Permanent Loan; (iii) a delivery assurance fee regarding a Permanent Loan that is refundable at the close of a Permanent Loan; or (iv) any refinancing permitted under the terms and conditions of this Agreement.

**1.1.54 Person.** Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

1.1.55 **Prevailing Wage Action.** Any of the following: (a) any determination by the State Department of Industrial Relations that prevailing wage rates should have been paid, but were not; (b) any determination by the State Department of Industrial Relations that higher prevailing wage rates than those paid should have been paid; (c) any administrative or legal action or proceeding arising from any failure to comply with any of California Labor Code Sections 1720 through 1781, as amended from time to time, or any Federal Law regarding prevailing wages, including maintaining certified payroll records pursuant to California Labor Code Section 1776; or (d) any administrative or legal action or proceeding to recover wage amounts at law or in equity, including pursuant to California Labor Code Section 1781 or applicable Federal Law.

1.1.56 **Prohibited Encumbrance.** Any Security Instrument, mechanic's lien, easement or other encumbrance recorded or asserted against the Property or the Project that is not a Permitted Encumbrance.

1.1.57 **Project.** The planning, design, construction and initial occupancy by Developer of certain private, commercial improvements on the Property, including all required or associated on-site and off-site improvements, all hardscape and all landscaping, all as specifically described in the Scope of Development, and all to be developed in accordance with plans and specifications approved by City and any conditions imposed by City in its consideration of Developer's development application related to the Project.

1.1.58 **Project Completion Date.** The date of recordation of the last of the Certificates of Completion applicable to the Project.

1.1.59 **Project Construction Financing.** One (1) or more loans that Developer, Developer's successor(s) to any Transferred Parcel, and/or any lessee(s) under any Permitted Lease shall obtain from one or more Institutional Lenders, the proceeds of which are to be used and applied solely to pay the reasonable costs of obtaining such loan(s) and the costs of acquiring the Property, planning, designing and building the Project. Such loan(s) shall provide for normal and customary disbursement controls for the payment of construction costs as construction progresses and normal and customary fees and expenses for loan(s) of similar size and purpose.

1.1.60 **Property.** Approximately 2.892 acres of certain real property generally located at the northeast corner of Beach Boulevard and Orangewood Boulevard in the City of Stanton, California consisting of eleven (11) contiguous and adjacent parcels (APNs 131-691-49, 131-691-50, 131-691-51, 131-691-58, 131-691-59, 131-691-60, 131-691-61, 131-691-62, 131-691-63, 131-691-64, and 131-691-65), as more particularly described in Exhibit A attached to this Agreement.

1.1.61 **QSR Parcel.** The Parcel shown on the Site Plan as containing the "Drive Thru" restaurant.

1.1.62 **Schedule of Performance.** The schedule for the performance of certain actions by City or Developer pursuant to the terms and conditions of this Agreement, as set forth in Exhibit D attached to this Agreement.

1.1.63 **Scope of Development.** The detailed description of the primary elements of the Project, as set forth in Exhibit C attached to this Agreement.

1.1.64 **Security Instrument.** Any security instrument, deed of trust, security deed, contract for deed, deed to secure debt, or other voluntary real property (including leasehold) security instrument(s) or agreement(s) intended to grant real property (including leasehold) security for any obligation (including a purchase-money or other promissory note) encumbering the Property, as entered into, renewed, modified, consolidated, increased, decreased, amended, extended, restated, assigned (wholly or partially), collaterally assigned, or supplemented from time to time, unless and until completely paid, satisfied, and discharged of record.

1.1.65 **Shop Parcel.** The Parcel shown on the Site Plan as containing the "Retail / Restaurant" building.

1.1.66 **Site Plan.** The site plan attached to the Scope of Development, which the parties acknowledge may change from time to time subject to the mutual agreement of the parties.

1.1.67 **State.** The State of California.

1.1.68 **Third Person.** Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.69 **Transfer.** Regarding the Property or each and every right or obligation of Developer under this Agreement, any of the following, whether by operation of Law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of the Property or any or all of Developer's rights or obligations under this Agreement, or of any legal, beneficial, or equitable interest or estate in all or any part of the Property or any or all of Developer's rights or obligations under this Agreement (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale or other transfer of any Equity Interest(s) in the owner of all or any part of the Property or any or all of Developer's rights or obligations under this Agreement by the holders of such Equity Interest(s); (c) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any Equity Interest(s) in any Person or combination of Persons owning fifty percent (50%) or more of the Equity Interests in Developer or otherwise in Control of Developer by the holders of such Equity Interest(s) (any such transactions occurring within twenty-four (24) months of each other shall be aggregated for the purpose of determining whether or not a Transfer has occurred pursuant to this clause); or (d) any transaction that is in substance equivalent to any of the foregoing. A transaction affecting Equity Interests, as referred to in clauses "(b)" through "(c)" of this Section 1.1.69, shall be deemed a Transfer by Developer even though Developer is not technically the transferor. For all purposes under this Agreement (including, without limitation, Section 8.18), a "Transfer" shall not, however, include any of the following (provided that the other Party has received thirty (30) calendar days prior Notice of such occurrence) relating to all or any portion of the Property, any or all

of the rights or obligations of Developer under this Agreement or any Equity Interest: (i) a mere change in form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under Federal income tax law and the State real estate transfer tax; (ii) a conveyance only to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit; (iii) the assignment of the rights and obligations of Developer under this Agreement to a single purpose entity under common control with Developer; (iv) any transfer of a Parcel pursuant to Section 2.10 and any assignment and/or assumption of Developer's rights and obligations under this Agreement to the extent applicable to any Transferred Parcel, as contemplated in Section 2.10; or (v) any Permitted Lease.

1.1.70 **Unavoidable Delay.** A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters, or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

1.1.71 **Waiver of Subrogation.** A provision in, or endorsement to, any insurance policy, by which the carrier agrees to waive rights of recovery by way of subrogation against either Party to this Agreement for any loss such policy covers.

1.1.72 **Worker's Compensation Insurance.** Worker's compensation insurance complying with the provisions of State law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all employees of Developer.

## 2. PROJECT DEVELOPMENT

2.1 Developer Project Processing Deposit. Within seven (7) calendar days of receipt of the Notice of the Effective Date, Developer shall pay to the City a deposit in the amount of Twenty Thousand Dollars (\$20,000) in immediately available funds to defray certain project specific costs of the City in pursuing the contemplated Project. At such time as there is Five Thousand Dollars (\$5,000) or less remaining in such deposit, Developer shall deposit an additional Twenty Thousand Dollars (\$20,000) in immediately available funds with the City within five (5) calendar days written notification from the City of the need for additional funds (all payments made by Developer to the City pursuant to this Section 2.1, collectively, the "Initial Deposit"). In no event shall Developer be required to deposit or otherwise pay more than Forty Thousand Dollars (\$40,000) in the aggregate pursuant to this Section 2.1. The City shall refund to Developer any unused portion of the Initial Deposit promptly upon the earlier of (i) the Close of Escrow or (ii) any termination of this Agreement prior to the Close of Escrow; provided, however, that the City shall refund to Developer the entirety of the Initial Deposit (whether or not drawn upon by the City) promptly upon any termination of this Agreement due to City's Default under this Agreement or Agency's Default (as defined in the Purchase and Sale Agreement) under the Purchase and Sale Agreement.

2.2 Developer Covenant to Undertake Each Phase of Project. Developer covenants to and for the exclusive benefit of City that Developer shall commence and complete the development of the Project within the time periods set forth in the Schedule of Performance. Developer covenants and agrees to complete the Project in conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all Approvals required by this Agreement, except for such changes as may be mutually agreed upon in writing by and between Developer and City, and all applicable Laws of each Government with jurisdiction over Property or the Project. The covenants of this Section 2.1 shall run with the land with respect to each Parcel, until the earlier of the date of recordation of the Certificate of Completion applicable to the portion of the Project to be completed on such Parcel or the fifteenth (15th) anniversary of the Close of Escrow.

2.3 Developer Changes to Project During Course of Construction. Developer shall have the right during the course of construction of the Project to make "minor field changes," without seeking the approval of City, if such changes do not affect the type of use to be conducted within all or any portion of a structure. "Minor field changes" shall be defined as those changes from the approved construction drawings, plans and specifications that have no substantial effect on the Project and are made in order to expedite the work of construction in response to field conditions. Nothing contained in this Section 2.3 shall be deemed to constitute a waiver of or change in the Approvals governing any such "minor field changes" or in any approvals by any Government otherwise required for any such "minor field changes."

2.4 Construction Start and Completion of Project. Developer shall commence construction of the Project in accordance with the Schedule of Performance. Thereafter, Developer shall diligently proceed to pursue and complete the construction of the Project, in a good and workmanlike manner, in accordance with the Schedule of Performance, all Laws and Approvals applicable to the Project. Promptly upon completion of the portion of the Project to be completed on a Parcel, such portion of the Project may be inspected by each Government with jurisdiction over the Project, and Developer shall correct any defects and deficiencies that may be disclosed by any such inspection and shall cause to be duly issued all Approvals necessary for the operation and occupancy of such portion of the Project. Developer shall do and perform all of the foregoing acts and things and cause to be issued and executed all such Approvals on or before the Project Completion Date.

2.5 Compliance with Laws. All work performed in connection with the construction of the Project shall comply with all applicable Laws and Approvals.

2.6 Developer Attendance at City Meetings. Developer agrees to have one or more of its employees or consultants who are knowledgeable regarding this Agreement and the Project, such that such person(s) can meaningfully respond to City questions regarding the progress of the Project, attend meetings of the City governing body, when requested to do so by City staff.

2.7 City Right to Inspect Project and Property. Developer agrees that City shall have the right of reasonable access to the Property, without the payment of charges or fees, during normal construction hours, during the period of construction of the Project. Any and all City representatives who enter the Property shall at all times be accompanied by a representative of Developer, while on the Property. Developer shall make a representative of Developer available for this purpose at all times during normal construction hours, upon reasonable advance Notice

from City. City shall Indemnify Developer regarding Claims arising out of the exercise by City of the right of access to the Property provided in this Section 2.7, except to the extent that any such Claim arises from the negligence or willful misconduct of Developer Parties or Third Persons. Developer agrees that City shall have the further right, from time to time, at City's cost, to retain a consultant or consultants to inspect the Property or the Project and verify compliance by Developer with the provisions of this Agreement. Developer acknowledges and agrees that any such City inspections are for the sole purpose of protecting City's rights under this Agreement, are made solely for City's benefit, may be superficial and general in nature, are for the purposes of informing City of the progress of the Project and the conformity of the Project with the terms and conditions of this Agreement, and Developer shall not be entitled to rely on any such inspection(s) as constituting City's approval, satisfaction or acceptance of any materials, workmanship, conformity of the Project with this Agreement or otherwise. Developer agrees to make its own regular inspections of the work of construction of the Project to determine that the progress and quality of the Project and all other requirements of the work of construction of the Project are being performed in a manner satisfactory to Developer.


## **2.8 PREVAILING WAGES.**

**2.8.1 RESPONSIBILITY.** DEVELOPER AGREES WITH CITY THAT DEVELOPER SHALL ASSUME ANY AND ALL RESPONSIBILITY AND BE SOLELY RESPONSIBLE FOR DETERMINING WHETHER OR NOT LABORERS EMPLOYED RELATIVE TO THE CONSTRUCTION OF THE PROJECT MUST BE PAID THE PREVAILING PER DIEM WAGE RATE FOR THEIR LABOR CLASSIFICATION, AS DETERMINED BY THE STATE, PURSUANT TO LABOR CODE SECTIONS 1720 ET SEQ., OR PURSUANT TO APPLICABLE FEDERAL LAW.

**2.8.2. WAIVERS AND RELEASES.** DEVELOPER, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO ANY OF THEM PURSUANT TO STATE LABOR CODE SECTION 1781 OR OTHER STATE OR FEDERAL LAW REGARDING PAYMENT OF MINIMUM OR PREVAILING WAGE AMOUNTS. RELATIVE TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 2.8.2, DEVELOPER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

**2.8.3 INITIALS.** BY INITIALING BELOW, DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES CONTAINED IN SECTION 2.8.2:

  
\_\_\_\_\_  
Initials of Authorized  
Developer Representative

## 2.9 Certificates of Completion.

2.9.1 Following the completion of the portion of the Project to be completed on a Parcel, excluding any normal and minor building "punch-list" items to be completed by Developer, and upon written request from Developer for issuance of a Certificate of Completion, City shall inspect such portion of the Project to determine whether the Project has been completed in compliance with this Agreement. If City determines that such portion of the Project is complete and in compliance with this Agreement, City shall furnish Developer with a Certificate of Completion for such portion of the Project. If City determines that such portion of the Project is not in compliance with this Agreement, City shall send Notice of each non-conformity to Developer, pursuant to Section 2.9.3.

2.9.2 City shall not unreasonably withhold the issuance of a Certificate of Completion. A Certificate of Completion shall be evidence of City's conclusive determination of satisfactory completion of a portion of the Project pursuant to the terms of this Agreement. After the recordation of a Certificate of Completion, any person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property or any Parcel shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement regarding construction or installation of the portion(s) of the Project to which such Certificate of Completion relates, except that such person shall be bound by any reservations, covenants, conditions, restrictions and other interests recorded against the Property pursuant to this Agreement.

2.9.3 If City fails or refuses to issue a Certificate of Completion for a portion of the Project after written request from Developer, City shall, within fifteen (15) calendar days of Developer's written request or within three (3) calendar days after the next regular meeting of City governing body, whichever date occurs later, provide Developer with a written statement setting forth the reasons for City's failure or refusal to issue a Certificate of Completion. The statement shall also contain City's opinion of the action(s) Developer must take to obtain a Certificate of Completion from City. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for construction or landscaping at a price reasonably acceptable to Developer or other minor building "punch-list" items, City may issue its Certificate of Completion upon the posting of a bond or irrevocable standby letter of credit by Developer in a form reasonably acceptable to City in an amount representing the fair value of the work remaining to be completed, as reasonably determined by City. If City fails to provide such written statement, within the specified time period, Developer shall be deemed conclusively and without further action of City to have satisfied the requirements of this Agreement with respect to the applicable portion(s) of the Project as if a Certificate of Completion had been issued by City pursuant to this Agreement.

2.9.4 A Certificate of Completion shall not be deemed to constitute a Notice of Completion under Section 3093 of the California Civil Code, nor shall it act to terminate the continuing covenants, restrictions or conditions contained in the City Deed or any other instruments recorded against the Property pursuant to this Agreement. A

Certificate of Completion is not evidence of the compliance of any portion of the Project with any Laws of a Government with jurisdiction over the Property, other than City.

2.10 Transfer of Parcels. Upon receipt of the consent of the City (which consent shall be deemed granted in accordance with the last sentence of this Section 2.10 and shall not otherwise be unreasonably withheld, delayed or conditioned), Developer shall have the right to transfer the QSR Parcel and/or the Fuel Station Parcel, either separately or together, to any Person or Persons (any such Parcel that is transferred by Developer, a "Transferred Parcel"); provided, however, that each Transferred Parcel shall remain subject to the Project development deadlines set forth in the Schedule of Performance. Developer and Developer's successor(s) to any Transferred Parcel agree that Sections 2, 3, 4, 5, 7, and 8 of this Agreement shall continue to apply to such Transferred Parcel subsequent to its transfer, and that the Developer and Developer's successor(s) to a Transferred Parcel shall execute a partial assignment and assumption agreement of this Agreement prior to transfer of ownership of such Transferred Parcel pursuant to which Developer shall transfer to Developer's successor(s) to such Transferred Parcel Developer's rights and obligations under this Agreement to the extent applicable to such Transferred Parcel. Any breach of this Section 2.10 shall be deemed a Non-Monetary Default of this Agreement. City acknowledges and agrees that, effective immediately upon Developer's transfer of a Transferred Parcel in accordance with this Section 2.10, Developer shall be automatically, completely and forever released from any and all obligations and liabilities arising under or relating to this Agreement to the extent applicable to such Transferred Parcel. Notwithstanding anything herein to the contrary, the City hereby consents to (i) any transfer of the QSR Parcel to any Person for the purpose of developing and/or operating a nationally recognized "fast food" or "quick service" restaurant that may include a drive thru, and (ii) any transfer of the Fuel Station Parcel to any Person for the purpose of developing and/or operating a nationally recognized fuel / service station that may include a convenience store and/or a car wash.

### 3. SPECIAL COVENANTS OF DEVELOPER

3.1 Maintenance Condition of the Property. Developer for itself, its successors and assigns covenants and agrees that:

3.1.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If, at any time within fifteen (15) years following the Close of Escrow, there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a "**Maintenance Deficiency**"), then City shall Notify Developer in writing of the Maintenance Deficiency. If Developer fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) calendar days of its receipt of Notice of the Maintenance Deficiency, City may conduct a public hearing, following transmittal of Notice of the hearing to Developer, at least ten (10) calendar days prior to the scheduled date of such public hearing, to verify whether a Maintenance Deficiency exists and whether Developer has failed to comply with the provisions of this Section 3.1. If, upon the conclusion of the public hearing, City finds that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard described in this

Section 3.1.1, City shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to City to accomplish the abatement of the Maintenance Deficiency. Any sum expended by City for the abatement of a Maintenance Deficiency on the Property as authorized by this Section 3.1 shall become a lien on the Property until paid.

3.1.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by Developer by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti and is not removed within 72 hours following the time of the discovery of the graffiti by Developer, City shall have the right to enter the Property and remove the graffiti, after not less than 48 hours Notice to Developer during Business Days; provided, however, if the extent and nature of the graffiti is such that more than 72 hours is reasonably necessary to remove the graffiti, then Developer shall have such additional time as is reasonably necessary to remove the graffiti so long as Developer commences the removal of the graffiti during such 72 hour period and thereafter diligently continues the removal process until complete. Any sum expended by City for the removal of graffiti from the Property as authorized by this Section 3.1.2, shall become a lien on the Property until paid.

3.2 Covenant to Maintain Property on Tax Rolls for 10 Years.

3.2.1 The Developer shall assure that the entire Property remains on the County of Orange, California, secured real property tax rolls for the ten (10) years following the Project Completion Date.

3.2.2 For the ten (10) year period following the Project Completion Date, the Developer for itself and its successors and assigns covenants and agrees to pay all property tax bills with respect to the Property and all improvements thereon on or before the last day for the timely payment of each property tax installment on December 10 and April 10 and to timely pay all supplemental tax bills regarding the Property issued by the County of Orange, California.

3.2.3 The Developer understands and agrees that neither the Developer, nor its successors or assigns shall use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property or the Project or any portion thereof to any entity or person, or for any use of the Property or the Project, or any portion thereof, that is partially or wholly exempt from the payment of real property taxes or that would cause the exemption of the payment of all or any portion of real property taxes otherwise assessable regarding the Property or the Project, without the prior written consent of the City for a period of ten (10) years after the Project Completion Date.

3.2.4 The covenants of this Section 3.2 shall run with the land of the Property. Upon an approved or permitted Transfer of the Property by Developer, Developer shall be deemed released from any obligations pursuant to this Article.

3.3 No Discrimination or Segregation. The Developer covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all Persons claiming under or through it, him or her, and this Agreement is made and accepted upon and subject to the following conditions:

3.3.1 Standards. That there shall be no discrimination against or segregation of any Person or group of Persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property nor shall the Developer, itself, himself or herself, or any Person claiming under or through it, him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, subtenants, sublessees, or vendees in the Property.

3.3.2 Covenant Running With Land. The provisions of this Section 3.3 shall be a covenant running with the land of the Property and binding on all successive owners and users of the Property.

3.4 Developer Covenant to Defend this Agreement. The Developer acknowledges that the City is a "public entity" and/or a "public agency" as defined under applicable California law. Therefore, the City must satisfy the requirements of certain California statutes relating to the actions of public entities, including, without limitation, CEQA. Also, as a public body, the City's action in approving this Agreement may be subject to proceedings to invalidate this Agreement or mandamus. The Developer assumes the risk of delays and damages that may result to the Developer from any third-party legal actions related to the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the City may terminate this Agreement on thirty (30) calendar days written notice to the Developer of the City's intent to terminate this Agreement, referencing this Section 3.4, without any further obligation to perform the terms of this Agreement and without any liability to the Developer resulting from such termination, unless the Developer unconditionally agrees to indemnify and defend the City, with legal counsel acceptable to the City, against such third-party legal action, as provided hereinafter in this Section 3.4. Within thirty (30) calendar days of receipt of the City's notice of intent to terminate this Agreement, as provided in the preceding sentence, the Developer may in Developer's sole and absolute discretion offer to defend the City, with legal counsel acceptable to the City, in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Developer is under no obligation to indemnify and defend City unless and until it elects to make the offer required by this Section 3.4. Any such offer from the Developer must be in writing and reasonably acceptable to the City in both form and substance. Nothing contained in this Section 3.4 shall be deemed or construed to be an express or implied admission that either party hereto is liable to the other party hereto or any other person or entity for damages alleged from any alleged or established failure to comply with any statute, including, without limitation, CEQA.

3.5 Environmental Indemnity of the City by the Developer. The Developer agrees, at its sole cost and expense, to fully indemnify, protect, hold harmless, and defend (with counsel selected by the Developer and approved by the City) the City and its elected officials, officers, attorneys, agents and employees and each of them, from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including, without limitation, attorney fees, disbursements and costs of attorneys, environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever (collectively, "Environmental Losses") that may, at any time, be imposed upon, incurred or suffered by, or claimed, asserted or awarded against, the City directly or indirectly relating to or arising from any of the following "Environmental Matters" existing or occurring during or arising from the Developer's ownership of the Property or construction or operation of the Project:

3.5.1 The presence of Hazardous Materials on, in, under, from or affecting all or any portion of the Property or the Project;

3.5.2 The storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Materials on, in, under, from or affecting the Property or the Project;

3.5.3 The violation of any law, rule, regulation, judgment, order, permit, license, agreement, covenant, restriction, requirement or the like by the Developer, its agents or contractors, relating to or governing in any way Hazardous Materials on, in, under, from or affecting the Property or the Project;

3.5.4 The failure of the Developer, its agents or contractors, to properly complete, obtain, submit and/or file any and all notices, permits, licenses, authorizations, covenants and the like in connection with the Developer's activities on the Property or regarding the Project;

3.5.5 The implementation and enforcement by the Developer, its agents or contractors of any monitoring, notification or other precautionary measures that may, at any time, become necessary to protect against the release, potential release or discharge of Hazardous Materials on, in, under, from or affecting the Property or the Project;

3.5.6 The failure of the Developer, its agents or contractors, in compliance with all applicable Environmental Laws, to lawfully remove, contain, transport or dispose of any Hazardous Materials existing, stored or generated on, in, under or from the Property or the Project;

3.5.7 Any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency in connection with any Hazardous Materials on, in, under, from or affecting the Property or the Project or the violation of any Environmental Law relating to the Property or the Project;

3.5.8 The Developer shall pay to the City all costs and expenses including, without limitation, reasonable attorney's fees and costs, incurred by the City in connection with enforcement of the aforementioned environmental indemnity.

3.6 Survival of Covenants. Each of the covenants set forth in this Section 3 shall be a covenant running with the land of the Property and each such covenant shall survive the recordation of the Agency Deed (as defined in the Purchase and Sale Agreement), and issuance and recordation of each and every Certificate of Completion for the Project, for the time period specifically set forth in each such covenant.

3.7 Mortgagee Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations set forth in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any Permitted Security Instrument or, following the issuance of a Certificate of Completion for the portion of the Project to be completed upon a Parcel, any Security Instrument encumbering such Parcel; provided, however, that any successor in interest to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

3.8 Prohibited Uses. No portion of the Property shall be used for a junkyard, adult entertainment, adult movie theater, adult bookstore, massage parlor, pawn shop, dollar store, check cashing center (the foregoing shall in no event prohibit banking facilities within a grocery store or a walk up ATM), payday loan or other similar business, laundromat, marijuana dispensary, tattoo parlor or fortuneteller, or for the sale of narcotics paraphernalia, or for the long term treatment, storage or disposal of Hazardous Materials.

#### 4. **INSURANCE**

4.1 Insurance Policies. To protect City Parties against all insurable Claims resulting from the actions of Developer in connection with this Agreement, the Property or the Project, at the sole cost and expense of Developer, Developer shall obtain and maintain for the Project, until the Project Completion Date, the following insurance (or its then reasonably available equivalent): (a) Liability Insurance; (b) Automobile Liability Insurance; (c) Builder's Risk Insurance; and (d) Worker's Compensation Insurance to the extent Developer has any employees.

4.2 Nature of Insurance. All insurance policies this Agreement requires shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "VII" (exception may be made for the State Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in the State. Developer may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Property and the Project, which amount(s) shall equal or exceed the amount(s) required by this Agreement; and (ii) such policy otherwise complies with the insurance requirements in this Agreement.

4.3 Policy Requirements and Endorsements. All insurance policies required by this Agreement shall contain (by endorsement or otherwise) the following provisions:

4.3.1 **Insured.** Liability Insurance policies shall name the Agency and the City Parties as "additional insured." Builder's Risk Insurance policies shall name City

as a "loss payee", only if City acknowledges and agrees in writing that all proceeds of such insurance shall be paid to Developer to complete the Project.

4.3.2 **Primary Coverage.** Any insurance or self-insurance maintained by City Parties shall be excess of all insurance required under this Agreement and shall not contribute with any insurance required under this Agreement.

4.3.3 **Deliveries to City.** Developer shall deliver to City certified copies of all Liability Insurance required by this Agreement prior to the commencement of any Due Diligence Investigations (as defined in the Purchase and Sale Agreement). Developer shall deliver to City certified copies of all insurance policies required by this Agreement prior to the Close of Escrow. Builder's Risk Insurance coverage shall commence no later than the time of initial contractor mobilization for the Project. No later than ten (10) calendar days before any insurance required by this Agreement expires, is cancelled or its liability limits are reduced or exhausted, Developer shall deliver to City certified copies of all such insurance policies showing coverage for, at least, six (6) months after such event. Each insurance policy required by this Agreement shall state or be endorsed to state that coverage shall not be cancelled, suspended, voided, reduced in coverage or in limits, except after thirty (30) calendar days advance written notice of such action has been given to City by certified mail, return receipt requested; provided, however, that only ten (10) calendar days advance written notice shall be required for any such action arising from non-payment of the premium for the insurance. Phrases such as "endeavor to" and "but failure to mail such Notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of any certificates or policies of insurance or endorsements to such policies applicable to City Parties pursuant to this Agreement or otherwise required under this Agreement.

4.3.4 **Waiver of Certain Claims.** Developer shall cause each insurance carrier providing Builder's Risk Insurance or Worker's Compensation Insurance coverage to Developer in satisfaction of the requirements of this Agreement to endorse their applicable policy(ies) with a Waiver of Subrogation with respect to City Parties, if not already in the policy. To the extent that Developer obtains insurance with a Waiver of Subrogation, the Parties release each other, and their respective authorized representatives, from any Claims for damage to any Person or property to the extent such Claims are paid by such insurance policies obtained pursuant to and in satisfaction of the provisions of this Agreement.

4.3.5 **No Representation.** No Party makes any representation that the limits, scope, or forms of insurance coverage this Agreement requires are adequate or sufficient.

4.3.6 **No Claims Made Coverage.** None of the insurance coverage required under this Agreement may be written on a claims-made basis.

4.3.7 **Fully Paid and Non-Assessable.** All insurance obtained and maintained in satisfaction of the requirements of this Agreement shall be fully paid for and non-assessable.

4.3.8 **City Option to Obtain Coverage.** During the continuance of an Event of Default arising from the failure of Developer to carry any insurance required by

this Agreement, City may, in City's sole and absolute discretion, purchase any such required insurance coverage. City shall be entitled to immediate payment from Developer of any premiums and associated reasonable costs paid by City to obtain or maintain such insurance coverage. Any amount becoming due and payable to City under this Section 4.3.8 that is not paid within fifteen (15) calendar days after written demand from City for payment of such amount, with an explanation of the amounts demanded, will bear Default Interest from the date of the demand until paid in full, including payment of all such accrued Default Interest. Any election by City to purchase or not to purchase insurance otherwise required by the terms of this Agreement to be carried by Developer shall not relieve Developer or any other Person of its obligation to obtain or maintain or cause any other Person to obtain or maintain any insurance coverage required by this Agreement.

**4.3.9 Separation of Insured.** All Liability Insurance and Automobile Liability Insurance shall provide for separation of insured for the named insured and City Parties. Insurance policies obtained in satisfaction of or in accordance with the requirements of this Agreement may provide a cross-suits exclusion for suits between named insured Persons, but shall not exclude suits between named insured Persons and additional insured Persons.

**4.3.10 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions under insurance policies required by this Agreement shall be declared to and approved by City. In the event of an insured loss, the named insured under the applicable insurance policy shall pay all such deductibles or self-insured retentions regarding City Parties. Each Liability Insurance or Automobile Liability Insurance policy issued in satisfaction of the requirements of this Agreement shall provide that, to the extent the named insured under the policy fails to pay all or any portion of a self-insured retention under such policy in reference to an otherwise insured loss, City may pay the unpaid portion of such self-insured retention, in City's sole and absolute discretion.

**4.3.11 No Separate Insurance.** Developer shall not carry separate or additional insurance concurrent in form or contributing in the event of loss with that required under this Agreement, unless City is made an additional insured under such insurance, as required by this Agreement for the type of insurance required to be carried under this Agreement.

## **5. DEVELOPER FINANCING AND PROPERTY TAXES**

**5.1 Only Permitted Encumbrances.** Developer shall not record and shall not allow to be recorded against the Property any Security Instrument, lien or other encumbrance that is not a Permitted Encumbrance, without the prior written consent of City, which consent may be given, withheld or conditioned in City's sole and absolute discretion. Developer shall remove or cause to be removed any Prohibited Encumbrance made or recorded against the Property or shall assure the complete satisfaction of any such Prohibited Encumbrance to the satisfaction of City, in City's sole and absolute discretion. The covenants of Developer set forth in this Section 5.1 regarding the placement and removal of encumbrances on the Property shall run with the land of each Parcel and bind successive owners, until issuance by City of a Certificate of Completion for the portion of the Project to be completed upon such Parcel.

5.2 Notice of Liens. Developer shall promptly Notify City of any Security Instrument or lien asserted against or attached to a Parcel, prior to the date of issuance by City of a Certificate of Completion for the portion of the Project to be completed upon such Parcel, whether by voluntary act of Developer or otherwise; provided, however, that no Notice of filing of preliminary notices or mechanic's liens need be given by Developer to City, prior to suit being filed to foreclose any such mechanic's lien.

5.3 Property Taxes and Assessments. Developer shall pay prior to delinquency all real property taxes and assessments assessed and levied on or against the Property or the Project. Nothing in this Agreement shall be deemed to prohibit Developer from contesting the validity or amounts of any tax assessment, encumbrance or lien in accordance with applicable Law, or to limit the remedies available to Developer in respect thereto.

## 6. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

6.1 Representations and Warranties by Developer. Developer makes the following representations, covenants and warranties as of the Effective Date and acknowledges that the execution of this Agreement by City is made in material reliance by City on such covenants, representations and warranties of Developer:

6.1.1 Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement, such that this Agreement is valid and enforceable against Developer in accordance with its terms and each instrument to be executed by Developer pursuant to or in connection with this Agreement will, when executed, be valid and enforceable against Developer in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution, delivery or performance of this Agreement by Developer.

6.1.2 If Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon Developer's knowledge and/or belief as of a certain date, Developer will give immediate written notice of such changed fact or circumstance to City.

## 7. REMEDIES, INDEMNITY AND TERMINATION

7.1 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages.

7.2 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

### 7.3 Indemnification.

7.3.1 **City Indemnity Obligations.** City shall Indemnify Developer Parties against any Claim to the extent such Claim arises from any wrongful intentional act or negligence of City Parties, but only to the extent that City may be held liable under applicable law for such wrongful intentional act or negligence and exclusive of any violation of law (including the State Constitution) relating to City's approval, entry into or performance of this Agreement. Nothing in this Agreement is intended nor shall be interpreted to waive any limitation on City's liability, any exemption from liability in favor of City, any claim presentment requirement for bringing an action regarding any liability of City or any limitations period applicable to liability of City, all as set forth in Government Code Sections 800 *et seq.*, Sections 900 *et seq.*, or in any other Law, or require City to Indemnify any Person beyond such limitations on City's liability.

7.3.2 **Developer Indemnity Obligations.** Developer shall Indemnify City Parties against any Claim to the extent such Claim arises from: (a) any wrongful intentional act or negligence of Developer Parties; (b) any Claims relating to Due Diligence Investigations except for the mere discovery of existing Hazardous Materials; (c) any Application made by or at Developer's request; (d) any agreements that Developer (or anyone claiming by or through Developer) makes with a Third Person regarding the Property or the Project; (e) any worker's compensation claim or determination relating to any employee of Developer Parties or their contractors; (f) any Prevailing Wage Action relating to this Agreement or the Project; or (g) any Environmental Claim regarding the Project, the Property or attributable to any action or failure to act by Developer Parties.

7.3.3 **Independent of Insurance Obligations.** Developer's indemnification obligations under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Developer's insurance or other obligations under this Agreement. Developer's obligation to Indemnify City Parties under this Agreement is independent of Developer's insurance and other obligations under this Agreement. Developer's compliance with Developer's insurance obligations and other obligations under this Agreement shall not in any way restrict, limit, or modify Developer's indemnification obligations under this Agreement and are independent of Developer's indemnification and other obligations under this Agreement.

7.3.4 **Survival of Indemnification and Defense Obligations.** The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

7.3.5 **Indemnification Procedures.** Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

(a) *Prompt Notice.* The Indemnitee shall promptly Notify the Indemnitor of any Claim.

(b) *Selection of Counsel.* The Indemnitor shall select counsel reasonably acceptable to the Indemnitee. Counsel to Indemnitor's insurance carrier that is

providing coverage for a Claim shall be deemed reasonably satisfactory, except in the event of a potential or actual conflict of interest for such counsel regarding such representation or such counsel proves to be incompetent regarding such representation. Even though the Indemnitor shall defend the Claim, Indemnatee may, at Indemnatee's option and expense (except in a situation where the Indemnitor is defending Indemnatee under a reservation of rights, in which situation the Indemnitor shall pay for such separate counsel), engage separate counsel to advise it regarding the Claim and its defense. The Indemnatee's separate counsel may attend all proceedings and meetings. The Indemnitor's counsel shall actively consult with the Indemnatee's separate counsel.

(c) *Cooperation.* The Indemnatee shall reasonably cooperate with the Indemnitor's defense of the Indemnatee.

(d) *Settlement.* The Indemnitor may only settle a Claim with the consent of the Indemnatee. Any settlement shall procure a release of the Indemnatee from the subject Claims, shall not require the Indemnatee to make any payment to the claimant and shall provide that neither the Indemnatee nor the Indemnitor on behalf of Indemnatee admits any liability.

7.4 Termination. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that this Agreement shall automatically terminate and be of no further force or effect upon the effective date of any termination of the Purchase and Sale Agreement prior to the Close of Escrow (as that term is defined in the Purchase and Sale Agreement). The Parties acknowledge and agree that indemnity obligations contained herein shall survive the termination of this Agreement as provided in Section 7.3.4.

## 8. GENERAL PROVISIONS

8.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

8.2 Notices, Demands and Communications Between the Parties. Any and all Notices submitted by any Party to the other Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, as designated below in this Section 8.2. Notices may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 8.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is sent by messenger for immediate personal delivery, one Business Day after delivery to a nationally recognized overnight carrier or two (2) calendar days after the Notice is placed in the United States mail in accordance with this Section 8.2. Any attorney representing a Party may give any Notice on behalf of such Party. The Notice addresses for the Parties, as of the Effective Date, are as follows:

To Developer:

Frontier Real Estate Investments LLC  
610 Newport Center Drive, Suite 410  
Newport Beach, CA 92660  
Attn: Dan Almquist

With Copy To:

Frontier Real Estate Investments LLC  
2700 Pacific Coast Highway, Second Floor  
Torrance, CA 90505  
Attn: Robert M. Jonas

To City:

The City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attention: City Manager

With Copy to:

Best Best & Krieger LLP  
18101 Van Karman Avenue, Suite 1000  
Irvine, CA 92614  
Attention: Elizabeth W. Hull, Esq.

8.3 Relationship of Parties. The Parties each intend and agree that City and Developer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

8.4 Warranty Against Payment of Consideration for Agreement. Developer represents and warrants to City that: (a) Developer has not employed or retained any Person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of Developer and Third Persons to whom fees are paid for professional services related to planning, design or construction of the Project or documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Developer or any of Developer's agents, employees or representatives to any elected or appointed official or employee of City in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 8.4 shall entitle City to terminate this Agreement upon seven (7) calendar days' Notice to Developer.

8.5 Inspection of Books and Records. City shall have the right at all reasonable times, at City's cost and expense, to inspect the books and records of Developer pertaining to the Property or the Project. City shall not disclose proprietary information of Developer to Third Persons, unless required by law or otherwise resulting from or related to the pursuit of any remedies by or the assertion of any rights of City under this Agreement.

8.6 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive

calendar years. Any reference to Business Days in this Agreement shall mean consecutive Business Days.

8.7 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and." Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

8.8 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

8.9 Parties to the Agreement. The Parties to this Agreement are City and Developer. The Agency is not a Party to this Agreement.

8.10 Unavoidable Delay; Extension of Time of Performance.


8.10.1 **Notice.** Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay (if any), performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within twenty (20) calendar days after such Party knows of any such Unavoidable Delay; and (b) within ten (10) calendar days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

8.10.2 **Assumption of Economic Risks.** EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR

ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

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Initials of Authorized  
City Representative

  
Initials of Authorized  
Developer Representative

8.11 Tax Consequences. Developer acknowledges and agrees that Developer shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Developer related to this Agreement.

8.12 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

8.13 Developer Assumption of Risks of Legal Challenges. Developer assumes the risk of delays or damages that may result to Developer from any Third Person legal actions related to City's approval of this Agreement or any associated Approvals, even in the event that an error, omission or abuse of discretion by City is determined to have occurred. If a Third Person files a legal action regarding City's approval of this Agreement or any associated Approval (exclusive of legal actions alleging violation of Government Code Section 1090 by elected officials of City), Developer shall Indemnify City against such Third Person legal action, including all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that if such challenge to this Agreement occurs prior to the Close of Escrow pursuant to the Purchase and Sale Agreement, Developer, in lieu of choosing to Indemnify City, may choose to cancel the Escrow (as defined in the Purchase and Sale Agreement) as provided for in the Purchase and Sale Agreement and terminate this Agreement. This Agreement may not be terminated pursuant to this Section 8.13 and Developer shall be required to Indemnify the City pursuant to this Section 8.13 if Escrow is not terminated. City

shall reasonably cooperate with Developer in defense of City in any legal action subject to this Section 8.13, subject to Developer performing Developer's indemnity obligations for such legal action. Nothing contained in this Section 8.13 is intended to be nor shall be deemed or construed to be an express or implied admission that City may be liable to Developer or any other Person for damages or other relief regarding any alleged or established failure of City to comply with any Law. Any legal action that is subject to this Section 8.13 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

8.14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.15 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

8.16 Entire Agreement. This Agreement integrates all of the terms, conditions and exhibits mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Property or the development of the Project.

8.17 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both City and Developer. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

8.18 Prohibition Against Changes in Ownership, Management or Control of Developer or Assignment. Developer acknowledges and agrees that the qualifications and identity of Developer are of particular importance and concern to City. Developer further acknowledges and agrees that City has relied and is relying on the specific qualifications and identity of Developer and that City would not have entered into this Agreement but for the specific qualifications and identity of Developer. As a result, Developer and City agree that the following restrictions on Transfers shall apply: (a) Developer may not make any Transfer of a Parcel or of all or any portion of Developer's rights or obligations under this Agreement with respect to a Parcel prior to the issuance by City of a Certificate of Completion for the portion of the Project to be completed upon such Parcel, except that, after the Close of Escrow, Developer may grant, enter into or have asserted or recorded against the Property (or any portion thereof) any easements, agreements and/or other encumbrances that are Permitted Encumbrances; and (b) after the Project Completion Date, the restrictions on Transfers set forth in this Section 8.18 shall automatically terminate and be of no further force or effect. Any Transfers that are restricted under the preceding sentence of this Section 8.18 that are not otherwise Permitted Encumbrances are only permitted with the prior written consent of City, which consent shall not be

unreasonably withheld, delayed or conditioned. Developer represents and warrants to City that Developer has not made and, for so long as the restrictions on Transfers set forth in this Section 8.18 remain in effect, Developer agrees that it will not create or permit to be made or created any Transfer, except in accordance with this Section 8.18, either voluntarily, involuntarily or by operation of law. Any Transfer made in violation of this Section 8.18 shall be voidable at the election of City. Developer acknowledges and agrees that the restrictions on Transfers set forth in this Section 8.18 are reasonable. For the avoidance of doubt, nothing in this Section 8.18 or elsewhere in this Agreement shall be deemed to prohibit Developer from (i) transferring any Parcel pursuant to Section 2.10 and/or assigning any of Developer's rights and/or obligations under this Agreement to the extent applicable to any Transferred Parcel, as contemplated in Section 2.10, or (ii) entering into any Permitted Lease.

8.19 City Manager Implementation. City shall implement this Agreement through the City Manager. The City Manager is hereby authorized by City to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of City, issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of City, to the extent that any such action(s) does/do not materially or substantially change the Project or increase the monetary obligations of City by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of City Council, unless expressly provided otherwise by action of City Council. Nothing in this Section 8.19 shall restrict the submission to City Council of any matter within the City Manager's authority under this Section 8.19 in the City Manager's sole and absolute discretion, to obtain City Council authorization on such matter. The specific intent of this Section 8.19 is to authorize certain actions on behalf of City by the City Manager, but not to require that such actions be taken by the City Manager, without consideration by City Council.

8.20 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution and limitations on damages or remedies shall survive any expiration or termination of this Agreement.

8.21 Counterparts. This Agreement shall be signed in three (3) counterpart originals, each of which is deemed to be an original. This Agreement includes 31 pages (including the signature page) and five (5) exhibits (each exhibit is incorporated into this Agreement by reference) that constitute the entire understanding and Agreement of the Parties regarding the subject matter of this Agreement.

8.22 Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronic means shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

[Signatures on following page]

**SIGNATURE PAGE  
TO  
AGREEMENT AFFECTING REAL PROPERTY  
(Beach and Oranewood)**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follow:

**AGENCY:**

THE CITY OF STANTON, a public body,  
corporate and politic

By: \_\_\_\_\_  
James A. Box, City Manager

**DEVELOPER:**

FRONTIER REAL ESTATE INVESTMENTS  
LLC, a California limited liability company

By:  \_\_\_\_\_  
Dan Almquist, Manager

**ATTEST:**

By: \_\_\_\_\_  
Patricia A. Vazquez, City Clerk

By:  \_\_\_\_\_  
Robert M. Jonas, Manager

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
Matthew E. Richardson, City Attorney

**EXHIBIT A  
TO  
AGREEMENT AFFECTING REAL PROPERTY  
(Beach and Oranewood)**

**LEGAL DESCRIPTION**

**[Attached behind this cover page]**

Exhibit A

**EXHIBIT B  
TO  
AGREEMENT AFFECTING REAL PROPERTY  
(Beach and Oranewood)**

**NOTICE OF AGREEMENT**

**[Attached behind this cover page]**

Exhibit B

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attention: City Manager

SPACE ABOVE FOR RECORDER'S USE ONLY  
EXEMPT FROM RECORDING FEES -- GOVT. CODE § 27383

## **THE CITY OF STANTON**

### **Notice of Agreement**

Agreement Affecting Real Property  
(Beach and Orangewood)

**TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE** that as of \_\_\_\_\_, 2016, Frontier Real Estate Investments LLC, a California limited liability company ("Developer"), and the City of Stanton, a public body, corporate and politic ("City"), entered into an agreement entitled "Agreement Affecting Real Property (Beach and Orangewood)" ("Agreement"). A copy of the Agreement is available for inspection and copying by interested persons as a public record of City at the City of Stanton's offices located 7800 Katella Avenue, Stanton, California, during the regular business hours of the City.

The Agreement affects the real property described in Exhibit "1" attached to this Notice of Agreement ("Property"). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms, respectively, in the Agreement.

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain covenants running with the land of the Property and other agreements between Developer and City affecting the Property, including, without limitation (all section references are to the Agreement):

**2.2 Developer Covenant to Undertake Each Phase of Project.** Developer covenants to and for the exclusive benefit of City that Developer shall commence and complete the development of the Project within the time periods set forth in the Schedule of Performance. Developer covenants and agrees to complete the Project in conformity with the terms and conditions of this Agreement, the Scope of Development, the Schedule of Performance, any and all Approvals required by this Agreement, except for such changes as may be mutually agreed upon in writing by and between Developer and City, and all applicable Laws of each Government with jurisdiction over Property or the Project. The covenants of this Section 2.1 shall run with the land with respect to each Parcel, until the earlier of the date of recordation of the Certificate of Completion applicable to the portion of the Project to be completed on such Parcel or the fifteenth (15th) anniversary of the date of the Close of Escrow pursuant to the Purchase and Sale Agreement.

**3.1 Maintenance Condition of the Property.** Developer for itself, its successors and assigns covenants and agrees that:

3.1.1 The areas of the Property that are subject to public view (including all existing and future improvements, paving, walkways, landscaping, exterior signage and ornamentation) shall be maintained in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If, at any time within fifteen (15) years following the Close of Escrow, there is an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described above (a "Maintenance Deficiency"), then City shall Notify Developer in writing of the Maintenance Deficiency. If Developer fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) calendar days of its receipt of Notice of the Maintenance Deficiency, City may conduct a public hearing, following transmittal of Notice of the hearing to Developer, at least ten (10) calendar days prior to the scheduled date of such public hearing, to verify whether a Maintenance Deficiency exists and whether Developer has failed to comply with the provisions of this Section 3.1. If, upon the conclusion of the public hearing, City finds that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard described in this Section 3.1.1, City shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to City to accomplish the abatement of the Maintenance Deficiency. Any sum expended by City for the abatement of a Maintenance Deficiency on the Property as authorized by this Section 3.1 shall become a lien on the Property until paid.

3.1.2 Graffiti, as this term is defined in Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by Developer by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti and is not removed within 72 hours following the time of the discovery of the graffiti by Developer, City shall have the right to enter the Property and remove the graffiti, after not less than 48 hours Notice to Developer during Business Days; provided, however, if the extent and nature of the graffiti is such that more than 72 hours is reasonably necessary to remove the graffiti, then Developer shall have such additional time as is reasonably necessary to remove the graffiti so long as Developer commences the removal of the graffiti during such 72 hour period and thereafter diligently continues the removal process until complete. Any sum expended by City for the removal of graffiti from the Property as authorized by this Section 3.1.2, shall become a lien on the Property until paid.

**3.2 Covenant to Maintain Property on Tax Rolls for 10 Years.**

3.2.1 The Developer shall assure that the entire Property remains on the County of Orange, California, secured real property tax rolls for the ten (10) years following the Project Completion Date.

3.2.2 For the ten (10) year period following the Project Completion Date, the Developer for itself and its successors and assigns covenants and agrees to pay all property tax bills with respect to the Property and all improvements thereon on or before the last day for the timely

payment of each property tax installment on December 10 and April 10 and to timely pay all supplemental tax bills regarding the Property issued by the County of Orange, California.

3.2.3 The Developer understands and agrees that neither the Developer, nor its successors or assigns shall use or otherwise sell, transfer, convey, assign, lease, leaseback or hypothecate the Property or the Project or any portion thereof to any entity or person, or for any use of the Property or the Project, or any portion thereof, that is partially or wholly exempt from the payment of real property taxes or that would cause the exemption of the payment of all or any portion of real property taxes otherwise assessable regarding the Property or the Project, without the prior written consent of the City for a period of ten (10) years after the Project Completion Date.

**3.3 No Discrimination or Segregation.** The Developer covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all Persons claiming under or through it, him or her, and this Agreement is made and accepted upon and subject to the following conditions:

3.3.1 Standards. That there shall be no discrimination against or segregation of any Person or group of Persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property nor shall the Developer, itself, himself or herself, or any Person claiming under or through it, him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, subtenants, sublessees, or vendees in the Property.

3.3.2 Covenant Running With Land. The provisions of this Section 3.3 shall be a covenant running with the land of the Property and binding on all successive owners and users of the Property.

**3.7 Mortgagee Protection.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations set forth in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any Permitted Security Instrument or, following the issuance of a Certificate of Completion for the portion of the Project to be completed upon a Parcel, any Security Instrument encumbering such Parcel; provided, however, that any successor in interest to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

**3.8 Prohibited Uses.** No portion of the Property shall be used for a junkyard, adult entertainment, adult movie theater, adult bookstore, massage parlor, pawn shop, dollar store, check cashing center (the foregoing shall in no event prohibit banking facilities within a grocery store or a walk up ATM), payday loan or other similar business, laundromat, marijuana dispensary, tattoo parlor or fortuneteller, or for the sale of narcotics paraphernalia, or for the long term treatment, storage or disposal of Hazardous Materials.

THIS NOTICE OF AGREEMENT is dated as of \_\_\_\_\_, 2016, and has been signed and made by and on behalf of Developer and City by and through the signatures of their authorized representative(s) set forth below. This Notice of Agreement may be signed in counterparts and each counterpart shall, collectively, be deemed to be one original instrument.

**CITY:**

THE CITY OF STANTON, a public body,  
corporate and politic

By: \_\_\_\_\_  
James A. Box, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Patricia A. Vazquez, City Clerk

**DEVELOPER:**

FRONTIER REAL ESTATE INVESTMENTS  
LLC, a California limited liability company

By: \_\_\_\_\_  
Dan Almquist, Manager

By: \_\_\_\_\_  
Robert M. Jonas, Manager

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
Matthew E. Richardson, City Attorney

EXHIBIT "1"  
TO  
NOTICE OF AGREEMENT

**Property Legal Description**

**[Attached behind this cover page]**

**EXHIBIT C  
TO  
AGREEMENT AFFECTING REAL PROPERTY  
(Beach and Oranewood)**

**SCOPE OF DEVELOPMENT**

The proposed commercial/retail development of the site shall contain:

- A retail pad building on the southeast corner of Beach Blvd. and Plaza Way, with an opportunity for multiple retail tenants, including up to two outdoor patio/gathering spaces, generally located on the northern and/or southern portion of the proposed building.
- A quick service or "fast food" style restaurant with drive-through.
- A fuel / service station that may include a convenience store and/or a car wash.

The proposed development takes into consideration the existing adjacent live/work units. The site will be developed generally in accordance with the attached site plan. The parties acknowledge that the attached site plan shows three (3) legal parcels as being part of the site, and that the number of parcels may change subject to the mutual agreement of the parties.

**EXHIBIT D**  
**TO**  
**AGREEMENT AFFECTING REAL PROPERTY**  
**(Beach and Oranewood)**

**SCHEDULE OF PERFORMANCE**

- A. Days shall be calendar days, unless otherwise specified.
- B. The City Manager is authorized by City to make minor changes to the schedule of ninety (90) calendar days or less.
- C. In the event of any conflict between this schedule and the Agreement, the terms and provisions of this schedule shall control, subject to extension for Unavoidable Delays.
- D. All defined terms indicated by initial capitalization used in this schedule shall have the meanings ascribed to the same terms in the Agreement.

Action	Date Action to be Completed By
Initial submittal of entitlements for the Project	[Action completed on April 11, 2016]
Obtain an amendment to the applicable City specific plan, and obtain all necessary Approvals from the City including, but not limited to, all entitlements, building permits, building plan approvals and necessary CEQA documents, for the construction of the Project	Prior to the end of Due Diligence Period (as defined in, and as may be extended in accordance with, the Purchase and Sale Agreement)
Close of Escrow	By the Outside Closing Date (as defined in the Purchase and Sale Agreement)
Completion of construction of the Project	Within 36 months after the Close of Escrow

**EXHIBIT E  
TO  
AGREEMENT AFFECTING REAL PROPERTY  
(Beach and Oranewood)**

**FORM OF CERTIFICATE OF COMPLETION**

**[Attached Behind This Cover Page]**

Exhibit E

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Space above for Recorder's Use Only)

CERTIFICATE OF COMPLETION  
(Beach and Oranewood)

We, \_\_\_\_\_, Mayor and \_\_\_\_\_, City Manager of the City of Stanton  
("City") certify that:

By its Resolution No. \_\_\_\_\_, adopted and approved on \_\_\_\_\_, 20\_\_\_\_,  
the City resolved:

Section 1. The \_\_\_\_\_ required to be constructed in  
accordance with that certain Agreement Affecting Real Property (Beach and Oranewood) (the  
"Agreement") dated \_\_\_\_\_, by and between the City and Frontier Real Estate  
Investments LLC, a California limited liability company ("Developer"), on that certain real  
property specifically described in the legal description(s) attached to this Certificate of  
Completion as Exhibit "A" (the "Property"), is complete in accordance with the provisions of  
the Agreement.

Section 2. This Certificate of Completion constitutes conclusive evidence of  
City's determination of Developer's satisfaction of its obligation under the Agreement to  
construct and install the \_\_\_\_\_ on the Property, including any and all  
buildings, parking areas, landscaping areas and related improvements necessary to support or  
meet any requirements applicable to the \_\_\_\_\_ and its use and  
occupancy on the Property, whether or not such improvements are located on the Property or on  
other property subject to the Agreement, excluding any normal and customary tenant  
improvements and minor building "punch-list" items. Notwithstanding any provision of this  
Certificate of Completion, the City may enforce any covenant surviving this Certificate of  
Completion in accordance with the terms and conditions of the Agreement. The Agreement is an  
official record of the City and a copy of the Agreement may be inspected at the City of Stanton's  
offices located at \_\_\_\_\_, Stanton, California, during the regular business hours of the City.

DATED AND ISSUED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Brian Donahue, Mayor

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James A. Box, City Manager

**EXHIBIT 1  
TO  
CERTIFICATE OF COMPLETION**

**Legal Description of Property**

**[To Be Inserted]**

# **City Council Item 15D**

***“CITY COUNCIL INITIATED ITEM –  
DISCUSSION REGARDING THE POSSIBILITY  
OF CHARTER COMMUNICATIONS  
INSTALLING A WIFI HOTSPOT AT STANTON  
CENTRAL PARK”***

## **City Council Initiated Item.**

***(This item does not contain a staff report)***