



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, MARCH 26, 2019 - 6:30 P.M.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (714) 890-4245. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

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- 1. CLOSED SESSION(6:00 PM)**
- 2. ROLL CALL**
Council Member Ramirez
Council Member Taylor
Council Member Warren
Mayor Shawver
- 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

4B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Existing litigation pursuant to Government Code section 54956.9(d)(1)
Number of cases: 1

Orange County Catholic Worker et al v. Orange County et al, United States District Court, Central District of California Case Number: 8:18-cv-00155-DOC-JDE

4C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Existing litigation pursuant to Government Code section 54956.9(d)(1)
Number of cases: 1

Heaven's Gate Funeral Home, Inc. v. City of Stanton, Superior Court of the State of California County of Orange, Case Number: 30-2019-01054997-CU-WN-CJC

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

6. ROLL CALL Agency/Authority Member Ramirez
Agency/Authority Member Taylor
Agency/Authority Member Warren
Chairman Shawver

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS

8A. Special presentation of a Lifetime Achievement Business Award honoring and recognizing ORCO Block & Hardscape.

8B. Presentation of Proclamation declaring the month of April, as Donate Life California Month in the City of Stanton.

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 March 7, 2019 and March 14, 2019, in the amount of \$2,655,239.78.

9C. APPROVAL OF MINUTES

1. City Council approve Minutes of Special Meeting – February 26, 2019.
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – February 26, 2019.
3. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – March 12, 2019.

9D. DESIGNATION OF VOTING DELEGATE AND/OR ALTERNATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2019 REGIONAL CONFERENCE GENERAL ASSEMBLY

The Southern California Association of Governments (SCAG) Regional Conference General Assembly will be held on May 2 – 3, 2019 at the JW Marriott Desert Springs Resort & Spa in Palm Desert, California. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City to participate at this Annual Meeting.

RECOMMENDED ACTION:

1. City Council find 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. Appoint Council Member David J. Shawver to attend and serve as the City's Voting Delegate and appoint Council Member Carol Warren to attend and serve as the Alternate Voting Delegate for the Southern California Association of Governments (SCAG) Regional Conference General Assembly.

9E. APPROVAL OF RESOLUTION 2019-13 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

To satisfy the accountability requirements of SB-1 Transportation Funding (2018-2019, Beall); the City must adopt a list of projects to be funded with SB-1 funds for FY 2019/20.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approve Resolution No. 2019-13, adopting a list of projects to be funded by SB-1 in FY 2019/20, entitled:

"RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017".

9F. FIGTREE PACE FINANCING PROGRAM

Adopt Resolution 2019-05, consenting to the inclusion of Properties within the City's Jurisdiction in the Statewide California Enterprise Development Authority to allow commercial and industrial property owners to participate in funding programs for energy efficiency, renewable energy, and water conservation projects.

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. Adopt Resolution No. 2019-05 joining the California Enterprise Development Authority (CEDA) as an Associate Member and authorizing CEDA, through Dividend Finance, LLC, to offer their program and levy assessments within the City of Stanton, and execute the indemnification agreement, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP BY THE CITY IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY; AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF STANTON; AND AUTHORIZING RELATED ACTIONS";
and

3. Authorize the City Manager to execute all related documents.

9G. GENERAL PLAN ANNUAL PROGRESS FOR CALENDAR YEAR 2018

The attached General Plan Annual Progress Report for Calendar Year 2018 for the City of Stanton is being presented to the City Council for review as required by State Law.

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. Receive and file General Plan Annual Progress Report, and authorize submittal to the Governor's Office of Planning and Research and the State Housing and Community Development Department.

9H. FEBRUARY 2019 INVESTMENT REPORT

The Investment Report as of February 28, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find 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. Receive and file the Investment Report for the month of February 2019.

9I. FEBRUARY 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of February 28, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find 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. Receive and file the Investment Report for the month of February 2019.

9J. RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1

As part of the annual update to the Lighting and Landscaping District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the 2019-2020 update.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4); and
2. Adopt Resolution No. 2019-14 initiating proceedings and ordering the Engineer's report for the fiscal year 2019-2020 update, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH".

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. PUBLIC HEARING TO CONSIDER PRECISE PLAN DEVELOPMENT PPD-787, TENTATIVE TRACT MAP TM17-01, ZONE CHANGE ZC17-02 INCLUDING GENERAL PLAN AND ZONING MAP AMENDMENTS AND A MITIGATED NEGATIVE DECLARATION TO SUBDIVIDE A 0.92 ACRE SITE FOR THE DEVELOPMENT OF A HOUSING SUBDIVISION CONSISTING OF THE CONSTRUCTION OF 17 THREE-STORY ATTACHED CONDOMINIUM UNITS FOR THE PROPERTY LOCATED AT 11752 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH THE GENERAL MIXED-USE OVERLAY, AND THE RE (RESIDENTIAL ESTATE) ZONE

A public hearing to consider subdivision of a 0.92 acre site for condominium purposes and to construct 17 three-story attached condominium units, common and private open space; a private street and associated improvements. Under consideration are Precise Plan of Development PPD-787, Tentative Tract Map TM17-01, Zone Change ZC17-02 and a Mitigated Negative Declaration.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Adopt Resolution No. 2019-07 approving the Mitigated Negative Declaration (SCH# 2018121037) and a Mitigation Monitoring and Reporting Program, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON ADOPTING A MITIGATED NEGATIVE DECLARATION (SCH#2018121037) AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE DEVELOPMENT OF 17 ATTACHED CONDOMINIUM UNITS LOCATED AT 11752 BEACH BLVD.”; and

3. Adopt Resolution No. 2019-08 approving Precise Plan of Development PPD-787, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING PRECISE PLAN OF DEVELOPMENT PPD-787 FOR THE DEVELOPMENT OF A HOUSING SUBDIVISION CONSISTING OF THE CONSTRUCTION OF 17 THREE-STORY ATTACHED CONDOMINIUM UNITS FOR THE PROPERTY LOCATED AT 11752 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH THE GENERAL MIXED-USE OVERLAY, AND THE RE (RESIDENTIAL ESTATE) ZONE”; and

4. Adopt Resolution No. 2019-09 approving Tentative Tract Map TM17-01, entitled:

“A RESOLUTION OF THE CITY OF STANTON, CALIFORNIA RECOMMENDING THE CITY COUNCIL APPROVE TENTATIVE TRACT MAP 18107 (TM17-01) TO SUBDIVIDE A LEGAL PARCEL (0.92 ACRES) FOR CONDOMINIUM PURPOSES FOR THE DEVELOPMENT OF 17 THREE-STORY ATTACHED CONDOMINIUM UNITS FOR THE PROPERTY LOCATED AT 11752 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH THE GENERAL MIXED-USE OVERLAY, AND THE RE (RESIDENTIAL ESTATE) ZONE”; and

5. City Council introduce Ordinance No. 1087, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ZONE CHANGE ZC17-02 AND ASSOCIATED GENERAL PLAN AND ZONING MAP AMENDMENTS FOR THE PROPERTY LOCATED AT 11752 BEACH BLVD. (ASSESSORS PARCEL NO. 131-242-04) FROM RE (RESIDENTIAL ESTATE) ZONE TO CG (COMMERCIAL GENERAL) ZONE WITH THE GENERAL MIXED-USE OVERLAY”; and

6. Set said Ordinance No. 1087 for adoption at the regular City Council meeting on April 9, 2019.

10B. CONSIDERATION OF AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH KB HOMES FOR THE PROPERTY LOCATED AT 7455 KATELLA AVENUE

The Development Committee, upon review of options related to the Authority owned property at 7455 Katella Ave., directed staff to pursue the potential sale of the property. In furtherance of that direction, an Exclusive Right to Negotiate Agreement (ENA) with KB Homes for the future sale and potential development of the property has been prepared.

RECOMMENDED ACTION:

1. City Council declare that the project is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 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. Approve the Exclusive Right to Negotiate Agreement with KB Homes and authorize the City Manager to execute all necessary documents.

10C. ESTABLISHMENT OF A FEE FOR THE PROCESSING OF SIDEWALK VENDING PERMIT APPLICATIONS

In February of 2019, the City Council adopted Ordinance No. 1089, which established new regulations and permit requirements for sidewalk vendors. As part of the new regulations, sidewalk vendors are now required to obtain a permit in order to operate within the City. This resolution would establish a fee to recover the costs associated with the processing of the Sidewalk Vending Permit applications and renewals.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Declare that this action is not a project as defined in the California Environmental Quality Act ("CEQA") Section 15378(b)(4) as it involves the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
3. Adopt Resolution No. 2019-11 establishing an application fee for processing of Sidewalk Vending Licenses, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING A PERMITTING FEE FOR THE PROCESSING OF SIDEWALK VENDING APPLICATIONS AND PERMIT RENEWALS IN THE CITY OF STANTON".

11. UNFINISHED BUSINESS **None.**

12. NEW BUSINESS

12A. MEMORANDUM OF UNDERSTANDING FOR THE NORTH ORANGE COUNTY SERVICE PLANNING AREA HOMELESS OUTREACH EFFORTS

This Memorandum of Understanding establishes a multi-jurisdictional approach for the construction and operation of "Navigation Centers" that will serve homeless adults, children and families located within the North Service Planning Area of Orange County.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4); and
2. Approve the Memorandum of Understanding for the North Orange County Service Planning Area, authorize the City Manager to approve non-substantive changes as needed and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

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.

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 21st day of March, 2019.

s/ Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

March 7, 2019	\$335,810.23
March 14, 2019	\$2,319,429.55


\$2,655,239.78

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.



Assistant City Manager

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING FEBRUARY 26, 2019

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 5:03 p.m. by Mayor Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Mr. Allan Rigg, Public Works Director / City Engineer.

4. **ROLL CALL**

Present: Council Member Ramirez, Council Member Taylor, Council Member Warren, Mayor Pro Tem Ethans, and Mayor Shawver.

Absent: None.

Excused: None.

SPECIAL ORDERS OF THE DAY

5. **NEW BUSINESS**

5A. **MID-YEAR BUDGET REVIEW FY 2018-19**

This report provides a status report on the FY 2018-19 budget and recommended changes based on the first six months of the fiscal year.

Staff Report by Mr. Stephen M. Parker, Assistant City Manager.

Motion/Second: Ethans/Ramirez

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4); and
2. Directed staff to research modernizing the City's current Utility Users Tax.

DRAFT

6. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 5:58 p.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING FEBRUARY 26, 2019

1. CALL TO ORDER / CLOSED SESSION

The City Council meeting was called to order at 6:00 p.m. by Mayor Shawver.

2. ROLL CALL

Present: Council Member Ramirez, Council Member Taylor, Council Member Warren, Mayor Pro Tem Ethans, and Mayor Shawver.

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 6:00 p.m. for discussion regarding:

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

4B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Existing litigation pursuant to Government Code section 54956.9(d)(1) Number of cases: 1

Orange County Catholic Worker et al v. Orange County et al, United States District Court, Central District of California Case Number: 8:18-cv-00155-DOC-JDE

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

The meetings were called to order at 6:37 p.m. by Chairman Shawver.

The City Attorney reported that the Stanton City Council met in closed session from 6:00 to 6:30 p.m.

The City Attorney reported that there was no reportable action.

DRAFT

6. ROLL CALL

Present: Agency/Authority Member Ramirez, Agency/Authority Member Taylor, Agency/Authority Member Warren, Vice Chairman Ethans, and Chairman Shawver.

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Alexander A. Ethans.

8. SPECIAL PRESENTATIONS AND AWARDS

8A. Presentation of Divisional Commendations to Orange County Sheriff's Department Deputy Blake Blaney and Deputy Robert Rockwell by Lieutenant Nate L. Wilson.

- Presentation of certificates of recognition from the office of Senator Ling Ling Chang to Deputy Blake Blaney and Deputy Robert Rockwell.

8B. Presentation by Ms. Becky Esparza, Orange County Human Relations, sharing their mission with the City Council and providing information on their annual and current operations.

- Ms. Becky Esparza presented the City Council with a certificate of recognition for the City's outstanding commitment to fostering mutual understanding among residents and eliminating prejudice, intolerance, and discrimination in order to make Orange County a better place for all people to live, work, and do business.

9. CONSENT CALENDAR

Motion/Second: Warren/Ethans

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

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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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated February 6, 2019 and February 14, 2019, in the amount of \$1,588,101.52.

9C. JANUARY 2019 INVESTMENT REPORT

The Investment Report as of January 31, 2019 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 January 2019.

9D. JANUARY 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of January 31, 2019 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 January 2019.

DRAFT

9E. JANUARY 2019 INVESTMENT REPORT (HOUSING AUTHORITY)

The Investment Report as of January 31, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Stanton Housing Authority 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 January 2019.

9F. AWARD OF A CONTRACT FOR ORANGE COUNTY SHERIFF'S STATION ROOF PROJECT

The Orange County Sheriff's Station is located at 11100 S Cedar Street. The station is in dire need of roof maintenance. Staff recommends that the firm of Best Contracting Services, Inc. be retained for the maintenance work for the Orange County Sheriff's Station Roof Project. The maintenance cost for the Orange County Sheriff's Station's Station Roof Project is at \$28,705.60, which includes a 10% contingency.

1. The City Council declared this project categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301h; and
2. Awarded a contract to Best Contracting Services, Inc. for the Orange County Sheriff's Station Roof Project for the amount of \$26,096.00; and
3. Authorized the City Manager to bind the City of Stanton and Best Contracting Services Inc. in a contract for the maintenance of the Orange County Sheriff's Station Roof Project; and
4. Authorized the City Manager to approve contract changes, not to exceed 10-percent.

DRAFT

9G. AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE CITYWIDE STREET RECONSTRUCTION DESIGN PROJECT TO TAIT & ASSOCIATES

The Citywide Street Reconstruction Design Project will improve infrastructure throughout the City of Stanton. Staff recommends that the firm TAIT & Associates be retained for the design services of this project.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Approved a Professional Services Agreement with TAIT & Associates for design support and development of plans for the Citywide Street Reconstruction Design Project for the maximum contract sum of \$108,980; and
3. Authorized the City Manager to bind the City of Stanton and TAIT & Associates in a contract to provide these services.

9H. CONTRACT AMENDMENT FOR PROFESSIONAL CONSTRUCTION INSPECTION SERVICES FOR THE FY 18/19 RESIDENTIAL AND ARTERIAL STREETS REHABILITATION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

On September 11, 2018, the City Council awarded a contract for inspection services for the FY 18/19 Residential and Arterial Streets Rehabilitation Project to NV5. The cost for completing these services is a maximum of \$31,360. Due to a longer construction schedule, rain delays, and additional soils testing, NV5 has requested a contract amendment for additional fees in the amount of \$29,000.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 (c); and
2. Approved a contract amendment for professional construction engineering services to NV5 to provide construction engineering services for a maximum contract amount of \$29,000; and
3. Authorized the City Manager to bind the City of Stanton and NV5 in a contract amendment to provide professional construction engineering services.

DRAFT

9I. CONSIDERATION OF AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH KB HOMES FOR THE PROPERTY LOCATED AT 7455 KATELLA AVENUE (HOUSING AUTHORITY)

The Development Committee, upon review of options related to the Authority owned property at 7455 Katella Ave., directed staff to pursue the potential sale of the property. In furtherance of that direction, an Exclusive Right to Negotiate Agreement (ENA) with KB Homes for the future sale and potential development of the property has been prepared.

1. The Stanton Housing Authority declared that the project is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 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. Approved the Exclusive Right to Negotiate Agreement with KB Homes and authorize the City Manager to execute all necessary documents.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. JOINT PUBLIC HEARING – MAKING CERTAIN FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33433, ADOPTING THE RELATED SUMMARY REPORT AND APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT WITH TINA PACIFIC II HOUSING PARTNERS, L.P

The Housing Authority owns certain parcels in the Tina Pacific neighborhood and is in the process of acquiring additional parcels. If approved, this Disposition and Development Agreement will provide for the potential acquisition of the additional parcels and the sale of all the parcels owned by the Housing Authority to Tina Pacific II Housing Partners, LP, for the design and construction of a seventy-eight (78) unit affordable housing development.

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

The public hearing was opened.

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

DRAFT

Motion/Second: Ethans/Ramirez

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

Motion unanimously carried:

1. The City Council and Stanton Housing Authority conducted a public hearing; and
2. Declared that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378(b); and
3. Approved Resolution Number 2019-04, making certain findings pursuant to Health and Safety Code 33433, adopting the Summary Report prepared pursuant to Health and Safety Section 33433, approving the sale of certain real property located at 8841, 8851, 8861, 8871, 8881, 8891, 8870, and 8880 Pacific Ave. (APN: 126-481-29, 28, 27, 26, 25, 24, 126-482-05, and 06) and 8890 Tina Way (APN: 126-481-07) and, if acquired by the Housing Authority, the sale of 8830, 8840, 8850, 8860, 8871, and 8880 Tina Way (APN: 126-481-01, 02, 03, 04, 05, and 06); and 8890 Pacific Ave. (APN: 126-482-07) to Tina Pacific II Housing Partners, LP, by the Stanton Housing Authority through the Disposition and Development Agreement, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON AND THE STANTON HOUSING AUTHORITY APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT WITH TINA PACIFIC II HOUSING PARTNERS, A LIMITED PARTNERSHIP, FOR PROPERTIES LOCATED AT 8841, 8851, 8861, 8871, 8881, 8891, 8870, AND 8880 PACIFIC AVE. (APN: 126-481-29, 28, 27, 26, 25, 24, 126-482-05, AND 06) AND 8890 TINA WAY (APN: 126-481-07) AND, IF ACQUIRED BY THE HOUSING AUTHORITY, THE SALE OF 8830, 8840, 8850, 8860, 8871, AND 8880 TINA WAY (APN: 126-481-01, 02, 03, 04, 05, AND 06); AND 8890 PACIFIC AVE. (APN: 126-482-07) AND MAKING CERTAIN FINDINGS PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 33433 IN CONNECTION WITH THE SALE OF PROPERTY FORMERLY OWNED BY THE STANTON REDEVELOPMENT AGENCY";
and

4. Authorized the City Manager/Executive Director to execute any necessary documents to facilitate the sale of the property.

DRAFT

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1084

This Ordinance was introduced at the regular City Council meeting of February 12, 2019.

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

The City Council questioned staff regarding how the new regulations would affect previously established permit parking areas, the impacts to multi tenant housing/single family homes, districts, and overlapping/shared zones.

- Ms. Jhovana Ramirez, resident, spoke in favor of the proposed permit parking regulations as presented by staff.

Motion/Second: Warren/Ethans

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1084, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 10.08.060 OF TITLE 10 OF THE STANTON MUNICIPAL CODE IN REGARD TO PERMIT PARKING REGULATIONS”; and

2. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3); and
3. Adopted Ordinance No. 1084.

DRAFT

11B. APPROVAL OF ORDINANCE NO. 1086

This Ordinance was introduced at the regular City Council meeting of February 12, 2019.

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

Motion/Second: Ramirez/Warren

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1086, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 5.74 TO TITLE 5 OF THE STANTON MUNICIPAL CODE, IMPOSING REGULATIONS ON SIDEWALK VENDING IN COMPLIANCE WITH SENATE BILL 946”; and

2. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3); and
3. Adopted Ordinance No. 1086.

DRAFT

12. NEW BUSINESS

12A. APPROVAL OF CITY COUNCIL ETHICS POLICY

In August, 2018, the City Council directed staff to establish a City Council Policy to serve as a standard of conduct for all elected officials, employees, and members of advisory boards, commissions, and committees of the City of Stanton.

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

Motion/Second: Warren/Ramirez

Motion unanimously carried by the following vote:

AYES: 5 (Ethans, Ramirez, Shawver, Taylor, 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 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved Resolution No. 2019-06, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ADOPTING A CITY COUNCIL POLICY ESTABLISHING AN ETHICS POLICY FOR ALL ELECTED OFFICIALS, EMPLOYEES, AND MEMBERS OF ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY OF STANTON".

13. ORAL COMMUNICATIONS – PUBLIC

- Mr. Val Vitols, Nations United UNUversal UNUversity (NUUU), spoke regarding NUUU's proposal to plant fruit trees throughout the Stanton community to honor and support the environment.
- Ms. Emily France, Public Affairs Manager SoCalGas, spoke regarding the benefits and efforts in raising awareness about the balanced energy approach.

14. WRITTEN COMMUNICATIONS None.

DRAFT

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

15A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

RECOGNITION OF OUTGOING MAYOR PRO TEM ALEXANDER A. ETHANS

- Mayor Shawver and the City Council presented Mayor Pro Tem Ethans with a certificate of commendation keepsake shadow box from the City of Stanton.
- Mayor Shawver and the City Council presented Mayor Pro Tem Ethans with certificates of recognition from the offices of Congressman Lou Correa, Congressman Alan Lowenthal, Senator Ling Ling Chang, and Assemblywoman Sharon Quirk-Silva.
- Mayor Pro Tem Ethans expressed his gratitude to his wife Ms. Mavis Ethans, his family, City Council, City Staff, and City residents and also stated that “it has been a pleasure serving the City of Stanton”.
- Members of the City Council expressed their gratitude to outgoing Mayor Pro Tem Ethans for his efforts throughout his 23 years of service to the City of Stanton.

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

None.

15C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

None.

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

None.

DRAFT

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.

Lieutenant Nate L. Wilson provided the City Council with an update on their current operations.

- 18. ADJOURNMENT** in honor and recognition of Mayor Pro Tem Alexander A. Ethans.
Motion/Second: Shawver/
Motion carried at 8:06 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING MARCH 12, 2019

1. CALL TO ORDER / CLOSED SESSION

The City Council meeting was called to order at 6:00 p.m. by Council Member Warren.

2. ROLL CALL

Present: Council Member Ramirez, Council Member Taylor, and Council Member Warren.

Absent: None.

Excused: Mayor Shawver.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 6:00 p.m. for discussion regarding:

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

4B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Existing litigation pursuant to Government Code section 54956.9(d)(1) Number of cases: 1

Orange County Catholic Worker et al v. Orange County et al, United States District Court, Central District of California Case Number: 8:18-cv-00155-DOC-JDE

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

The meetings were called to order at 6:33 p.m. by Agency / Authority Member Warren.

The City Attorney reported that the Stanton City Council met in closed session from 6:00 to 6:30 p.m.

The City Attorney reported that there was no reportable action.

DRAFT

6. ROLL CALL

Present: Agency/Authority Member Ramirez, Agency/Authority Member Taylor, and Agency/Authority Member Warren.

Absent: None.

Excused: Chairman Shawver.

7. PLEDGE OF ALLEGIANCE

Led by Ms. Alyce Van.

8. SPECIAL PRESENTATIONS AND AWARDS

8A. Presentation of certificates of recognition honoring and recognizing Stanton's Women of Distinction by Ms. Cynthia Guzman, Council Member Warren, Ms. Mavis Ethans, Ms. Jhovana Ramirez, and Ms. Jenny Shawver.

Women of Distinction Award recipients:

Category: Humanitarian

- Barbara Sirleaf
- Christina Karanick
- Rose Norton
- Lahoma Snyder
- Sophia Cao

Category: Health Services

- Mary Jane Ramos

Category: Government

- Sharon Quirk-Silva

Category: Education

- Roisin McAree
- Joanna Succar

Category: Arts

- Diane Coddington
- Aracely Villaruel

Category: Business

- Jan Charity-Webb
- Josana Charity
- Rosa Tovar
- Dona Marie
- Lorena Yadira Lopez

Category: Community & Civic Affairs

- Pamela Schoonover
- Linda Gallagher
- Ann Nguyen
- Jessica Herrera

Category: Volunteer

- Elizabeth Ash
- Nancy Heitman
- Beatriz Rodriguez

DRAFT

- 8B.** Presentation by Assemblywoman Sharon Quirk-Silva regarding a report on the State of the 65th Assembly District.

9. CONSENT CALENDAR

Motion/Second: Ramirez/Taylor
Motion unanimously carried by the following vote:

AYES: 3 (Ramirez, Taylor, and Warren)
NOES: None
ABSTAIN: None
ABSENT: Shawver

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

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**

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated February 20, 2019 and February 28, 2019, in the amount of \$360,312.16.

9C. APPROVAL OF MINUTES

1. The City Council approved Minutes of Special Meeting – February 12, 2019.
2. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – February 12, 2019.

DRAFT

9D. 2019 LEGISLATIVE PLATFORM

Consideration of revising the currently approved legislative platform to establish guiding principles and policy statements that will allow city staff to address legislative and regulatory issues in a timely manner.

1. The City Council declared that the project is not subject to the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopted the 2019 Legislative Platform; and
3. Authorized the Mayor and City Manager to provide support or opposition for legislation in compliance with the Legislative Platform.

9E. SUPPORTING MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS

A proposal which did not pass the Legislature last year would have required all new buildings built after 2022 to be all-electric, and would have required existing buildings to be retrofitted to be all-electric by 2030.

1. The City Council declared that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Approved Resolution No. 2019-12 Supporting Maintaining Local Control of Energy Solutions, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA SUPPORTING MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS".

DRAFT

9F. STRATEGIC PLAN UPDATE

On November 27, 2018 the City Council was presented with an update and overview of the Strategic Plan. Senior staff provided the City Council with an updated six-month Strategic Plan Objectives / Components discussing, identifying, strengthening and prioritizing goals and strategies for the City. The City Council directed staff to refine objectives and return with a prioritized version of the Strategic Plan for further City Council consideration. This report provides an update of the City's goals and strategies as of March, 2019.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 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 report / six-month Strategic Plan Objectives and Components.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS None.

13. ORAL COMMUNICATIONS – PUBLIC

Mr. Steve Freedman, spoke regarding his concerns with the ongoing business practices of K&G Concrete.

14. WRITTEN COMMUNICATIONS None.

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

15A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

None.

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

None.

DRAFT

15C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

None.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY FIRE AUTHORITY

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

Fire Division Chief Willie Mattern provided the City Council with an update on their current operations.

18. ADJOURNMENT Motion/Second: Warren/ Motion carried at 7:36 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council Members

DATE: March 26, 2019

SUBJECT: DESIGNATION OF VOTING DELEGATE AND/OR ALTERNATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2019 REGIONAL CONFERENCE GENERAL ASSEMBLY

REPORT IN BRIEF:

The Southern California Association of Governments (SCAG) Regional Conference General Assembly will be held on May 2 – 3, 2019 at the JW Marriott Desert Springs Resort & Spa in Palm Desert, California. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City to participate at this Annual Meeting.

RECOMMENDED ACTION:

1. City Council find 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. Appoint Council Member David J. Shawver to attend and serve as the City's Voting Delegate and appoint Council Member Carol Warren to attend and serve as the Alternate Voting Delegate for the Southern California Association of Governments (SCAG) Regional Conference General Assembly.

BACKGROUND:

SCAG is the nation's largest metropolitan planning organization, representing six counties, 191 cities and more than 18 million residents. SCAG undertakes a variety of planning and policy initiatives to encourage a more sustainable Southern California now and in the future.

At least once every year, SCAG convenes the General Assembly to bring together the official representatives of SCAG's membership and help set the agency's course for the coming year. The General Assembly is a forum where policy matters can be identified and addressed. A quorum of the General Assembly consists of official representation from one-third of the member cities and one-third of the member counties.

Each member county and each member city has one official representative and one alternate in the General Assembly, except the City of Los Angeles, which has three official representatives and three alternates due to its population size. Member cities and counties must communicate the names of their official representatives and alternates to SCAG within 45 days before the annual meeting of the General Assembly.

ANALYSIS/JUSTIFICATION:

The SCAG 2019 Regional Conference and General Assembly is scheduled for May 2, through May 3, 2019 in Palm Desert. This year's conference program "Beyond Boundaries" is about transcending the jurisdictional boundaries of individual cities and counties to plan for the whole region. The event's panel topics will lay the foundation for Connect SoCal – the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy and will explore what it means to truly connect a region of 191 cities, identify paths to strengthening leadership and community-building around traffic safety, and provide tangible strategies for harnessing new technologies to benefit everyone.

In order to facilitate the conduct of business at the General Assembly Meeting, each City Council must designate a Voting Delegate and/or Alternate. Designation of the Delegate is consistent with SCAG's Bylaws. SCAG has requested notification of the delegates 45 days before the conference.

The Voting Delegate and/or Alternate must be registered to attend the conference. The City is currently a member of SCAG and therefore registration is free for any Council Member. Hotel accommodations for a one-night stay for the appointed delegate are complementary.

FISCAL IMPACT:

There is no cost associated with the designation of a Voting Delegate for attendance at the conference and cost associated with the designation of an Alternate Voting Delegate to attend the conference would be \$250. Additionally, cost for a one-night stay at a hotel would be \$229 plus taxes and applicable fees per night and reimbursement for travel mileage would be 58 cents per mile which is available from the City Council's Travel/Conference/Meeting Expense account number 101-1100-607110.

ENVIRONMENTAL IMPACT:

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).

PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:


Objective 6: Maintain and promote a responsive, high quality and transparent government.

Prepared By:

Concurred by:

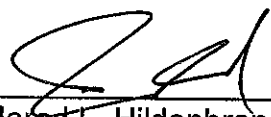


Patricia A. Vazquez
City Clerk



Stephen M. Parker
Assistant City Manager

Approved by:



Jarad L. Hildenbrand
City Manager

Attachments:

A. SCAG Annual Conference Conference Announcement

2019 Regional Conference & General Assembly



ABOUT THE EVENT

The 54th SCAG Regional Conference and General Assembly will convene May 1-3 at the JW Marriott Desert Springs Resort & Spa in Palm Desert, CA.

This year's theme, "*Beyond Boundaries*," is about transcending the jurisdictional boundaries of individual cities and counties to plan for the whole region. The event's panel topics will lay the foundation for *Connect SoCal – the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy* and will explore what it means to truly connect a region of 191 cities, identify paths to strengthening leadership and community-building around traffic safety, and provide tangible strategies for harnessing new technologies to benefit everyone.

Nearly 1,000 of Southern California's most influential leaders and innovators are expected to attend, including local elected officials, CEOs, business and civic leaders, transportation and environmental stakeholders, local government staff and others. In addition to providing unbeatable networking opportunities, the conference will send attendees home with fresh insights and new resources to help them better address future challenges in their own communities.

SAFETY LEADERSHIP SYMPOSIUM

Traffic safety is a serious issue in Southern California. On average, more than 1,500 people die and 136,000 people are injured in collisions every year, and most collisions are happening on local streets – not freeways. Many of these injuries and deaths can be prevented through local education or enforcement strategies, or by designing safer streets.

Elected officials are invited to join us to explore regional traffic safety issues at a special pre-conference Safety Leadership Symposium on Wednesday, May 1, from 11 a.m. – 5 p.m. Expert panelists will highlight policy and implementation tools available to local governments to help improve safety.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: March 26, 2019

SUBJECT: APPROVAL OF RESOLUTION 2019-13 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

REPORT IN BRIEF:

To satisfy the accountability requirements of SB-1 Transportation Funding (2018-2019, Beall); the City must adopt a list of projects to be funded with SB-1 funds for FY 2019/20.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.; and
2. Approve Resolution 2019-13, adopting a list of projects to be funded by SB-1 in FY 2019/20.

BACKGROUND:

SB 1 (Beall) was filed with the Secretary of State on April 28, 2017. This bill established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund that is intended to address deferred maintenance on the state highway system and the local street and road systems. The bill also requires the California Transportation Commission (CTC) to adopt criteria to ensure efficient use of these funds. The RMRA funds will be provided to cities on a monthly basis, with distributions totaling \$653,293 in FY 2019/20 to Stanton.

ANALYSIS/JUSTIFICATION:

The State requires that each year the City adopt a list of projects to be funded with the next year's funding allocation. Staff has worked with our pavement management

consultant NCE to amend our Pavement Management Plan to include the additional funding. The result is that additional streets can be funded each year for rehabilitation. The streets are as follows and are included in the resolution:

Street	From	To
Cerritos Avenue	Dale Ave e/s	City Limit
Knott Avenue	Katella Ave	Cerritos Ave
Lampson Avenue	City Limit	Beach Blvd w/s
Magnolia Avenue	City Limit n/o Cerritos	City Limit n/o Syracuse
Orangewood Avenue	Beach Blvd e/s	City Limit

FISCAL IMPACT:

The City will simply expend the allocated funding on the specific streets as designated.

ENVIRONMENTAL IMPACT:

This project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.

LEGAL REVIEW:

The City Attorney has reviewed the resolution.

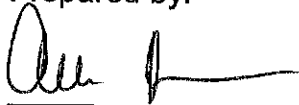
PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

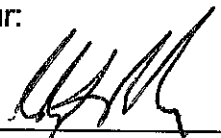
3 - Provide a quality infrastructure.

Prepared by:



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

Concur:



Stephen Parker
Assistant City Manager

Approved by:



Jarad Hildenbrand
City Manager

ATTACHMENTS:

(1) Resolution 2019-13

RESOLUTION NO. 2019-13

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$653,293 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding, and it will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate five major arterials throughout the City this year and hundreds of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The City Council finds this Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to pursuant to State CEQA Guidelines Section 15378(b)(4), which provides that the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment are not CEQA projects, and here the Resolution includes additional potential projects to be covered by SB 1 funding. Further, the City Council finds the Resolution would be exempt from CEQA pursuant to Section 15301, which consists of the maintenance or minor alteration of existing public structures involving negligible or no expansion of use, and Section 15302, which consists of the replacement or reconstruction of existing structures and facilities, and the City Council finds that no exceptions under State CEQA Guidelines section 15300.2 apply that might otherwise negate the application of this exemption. Finally, the City Council finds that State CEQA Guidelines Section 15061(b)(3) exempts those activities for which it can be seen with certainty that there is no potential to result in significant environmental effects. The Resolution has no potential to result in physical change to the environment, directly or indirectly.
3. The following previously proposed and adopted projects may utilize fiscal year 2019-2020 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account:

Street	From	To
Cerritos Avenue	Dale Ave e/s	City Limit
Knott Avenue	Katella Ave	Cerritos Ave
Lampson Avenue	City Limit	Beach Blvd w/s
Magnolia Avenue	City Limit n/o Cerritos	City Limit n/o Syracuse
Orangewood Avenue	Beach Blvd e/s	City Limit

4. This Resolution shall become effective upon the date of its adoption.

ADOPTED, SIGNED AND APPROVED this _____ day of _____, 2019.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-13 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 _____, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: March 26, 2019

SUBJECT: FIGTREE PACE FINANCING PROGRAM

REPORT IN BRIEF:

Adopt Resolution 2019-05, consenting to the inclusion of Properties within the City's Jurisdiction in the Statewide California Enterprise Development Authority to allow commercial and industrial property owners to participate in funding programs for energy efficiency, renewable energy, and water conservation projects.

RECOMMENDED ACTION:

1. 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;
2. Adopt Resolution No. 2019-05 joining the California Enterprise Development Authority (CEDA) as an Associate Member and authorizing CEDA, through Dividend Finance, LLC, to offer their program and levy assessments within the City of Stanton, and execute the indemnification agreement; and
3. Authorize the City Manager to execute all related documents.

BACKGROUND:

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified. The financing for these improvements has come to be known as PACE, which stands

for Property Assessed Clean Energy.

The Figtree PACE program provides 100% upfront financing to residential and commercial property owners for a wide range of eligible property improvements. Repayment is made through an owner's annual property payment with flexible repayment terms ranging from 5 to 20 years. PACE may also allow payments to be passed on to a new property owner if the property is sold before the PACE financing is paid in full.

By encouraging City residents and business owners to use energy and water more efficiently, and by developing and supporting renewable energy to power buildings, the Figtree PACE program supports the City's ongoing efforts to bolster the local economy, create new green jobs, and improve quality of life.

The item before City Council tonight is to consider adopting the Figtree PACE Financing Program to allow both residential and commercial property owners in the City to voluntarily place assessment liens on their property for the purpose of installing energy efficiency and conservation, water efficiency and conservation and renewable energy generation upgrades.

Figtree Financing corporate entities were acquired by a private equity investor in March 2016. In September 2016, the same private equity investor acquired Dividend Solar corporate entities, and merged Figtree and Dividend to form Dividend Finance LLC. The company's PACE program retains the legal name Figtree PACE, but Dividend Finance is now its Program Administrator.

ANALYSIS/JUSTIFICATION:

The Figtree Program is being proposed to allow property owners in participating cities and counties to finance renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure on their property. The Figtree program is offered through the California Enterprise Development Authority (CEDA), created by the California Association for Local Economic Development (CALED). There are currently over 200 cities and counties participating in the Figtree PACE program.

If a property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by CEDA. The bonds are secured by a voluntary contractual assessment levied on such owner's property, with no recourse to the local government or other participating jurisdictions. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the amount borrowed through the voluntary contractual assessment collected together with their property taxes.

Non-Exclusivity of the Figtree PACE Program

Another important factor to note regarding the proposed Figtree Program is that it is completely non-exclusive; meaning other viable PACE programs would be allowed to operate in the City. There are other PACE programs currently being developed and in varying stages of implementation and its important to note that adoption of the Figtree

Program would not preclude the City from implementing other programs. The inclusion of competing programs would provide greater options and potentially greater benefits to the property owners in the City. When these other viable programs are ready to be implemented, they may be brought before Council for consideration.

FHFA Issues

In July 2010, the Federal Housing Finance Agency (FHFA) announced its opposition to PACE financing programs. FHFA's rationale for opposing PACE programs is based on the senior lien status afforded by California law to PACE transactions. In the event of a default, borrowers could be required to repay PACE lenders prior to repaying their original mortgage lenders. FHFA fears that this priority in repayment could make mortgages on properties participating in PACE more risky for mortgage lenders. Since 2010, the State of California in conjunction with PACE providers has taken several actions to ensure PACE does not pose a risk to the mortgage industry.

To address these concerns, Figtree incorporates the following measures and requirements into its residential PACE program:

- **Maintains a 15 Percent Equity Requirement:** Maintaining minimum equity requirements for participating property owners limits the risk lenders by ensuring there is sufficient equity in the property from which a PACE assessment can be paid in the event of default. This equity cushion ensure both lenders and PACE programs will be able to recover their investments.
- **Limits Assessments to 10 Percent of Property Value:** Limiting the assessment amount is another way to limit the risk to lenders. Combined with equity requirements, the 10% limitation provides a great deal of protection to lenders.
- **Evaluates Past Payment History:** Looking at a property owners past property tax payment history screens out many of the property owners who are likely to default on their property tax payments in the future. This screening also reduces the risk exposure to both PACE bondholders and mortgage lenders.
- **Checks Borrower Credit Histories for Bankruptcies:** Again, this type of screening eliminates from eligibility property owners who are likely to default on their property tax payments in the future.
- **Participate in California's Loan Loss Reserve Program:** The State's Loan Loss Reserve Program will provide additional protection to mortgage lenders for any lost cash outflows as a result of PACE assessment payments. Figtree also suggest the County's PACE program join this reserve program.

FISCAL IMPACT:

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

ENVIRONMENTAL IMPACT:

Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3).

PUBLIC NOTIFICATION:

Through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

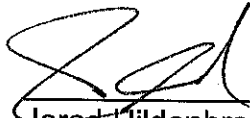
2 – Promote a Strong Local Economy

Prepared by:



Kelly Hart
Community & Economic
Development Director

Approved by:



Jarad Hildenbrand
City Manager

Attachment:

Resolution No. 2019-05 with associated exhibits

RESOLUTION NO. 2019-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP BY THE CITY IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY; AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF STANTON; AND AUTHORIZING RELATED ACTIONS

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

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "CEDA") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, CEDA is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of CEDA will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and CEDA is attached as an Exhibit; and

WHEREAS, the City is willing to become an Associate Member of CEDA subject to the provisions of the Associate Membership Agreement; and

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements (the "Improvements") through the levy

of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

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

WHEREAS, the City desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the "Boundaries"); and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

WHEREAS, to protect the City in connection with operation of the Figtree PACE program, Dividend Finance, LLC, the program administrator, has agreed to defend and indemnify the City; and

WHEREAS, the City will not be responsible for the administration or conduct of any assessment proceedings, the levy of assessments, any remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Stanton, hereby finds, determines and declares as follows:

Section 1. The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the City. The City Council further finds that the statements, findings and determinations of the City set forth in the preambles above are true and correct.

Section 2. The Associate Membership Agreement ("Exhibit A") presented to this meeting and on file with the City Clerk is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized and directed, for and on behalf of the City, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers and officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

Section 4. Good Standing. The City is a municipal corporation and in good standing.

Section 5. Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 6. Appointment of CEDA. The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Dividend or CEDA as a result of this Resolution.

Section 7. Assessment Proceedings. In connection with Figtree PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (3) The City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

Section 8. Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 9. Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including judicial foreclosure pursuant to the Program Report.

Section 10. Indemnification. The City Council acknowledges that Dividend has provided the City with an indemnification agreement, attached hereto as Exhibit B and incorporated herein by reference, for negligence or malfeasance of any type as a result of the acts or omissions of Dividend, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Dividend.

Section 11. City Contact Designation. The appropriate officials and staff of the City are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with Figtree PACE: [Charles Ward, Government Relations, (415) 805-7082, charles@dividendsolar.com].

Section 12. City Withdrawal. The City may withdraw, either temporarily or permanently, from the Associate Membership Agreement with the Authority and/or from any and all of Authority's Property Assessed Clean Energy programs upon fifteen (15) written notice to Authority. City withdrawal from such participation shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by Authority prior to the date of City's notice of withdrawal.

Section 13. CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Dividend Finance, LLC.

Section 15. Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

ADOPTED, SIGNED AND APPROVED this 12th day of March, 2019.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

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. 2019-05 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 March 12, 2019, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

**CERTIFICATE OF CLERK OF THE CITY COUNCIL
CITY OF STANTON**

I, Patricia A. Vazquez, Clerk of the City of Stanton, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the City Council of the City of Stanton duly and regularly held in the Council Chambers, - 7800 Katella Ave., Stanton, CA 90680, on March 12, 2019, of which meeting all of the members of said City Council had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate this 26th day of March, 2019.

City Clerk, City of Stanton

EXHIBIT A

CEDA Resolution of Intention

**RESOLUTION OF THE CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY DECLARING INTENTION
TO FINANCE INSTALLATION OF DISTRIBUTED
GENERATION RENEWABLE ENERGY SOURCES,
ENERGY EFFICIENCY, SEISMIC RETROFITS, ELECTRIC
VEHICLE CHARGING INFRASTRUCTURE, AND WATER
EFFICIENCY IMPROVEMENTS IN THE CITY OF
STANTON**

WHEREAS, the California Enterprise Development Authority ("CEDA") is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the "Agreement") dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma, California??; and

WHEREAS, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property ("Authorized Improvements"); and

WHEREAS, CEDA has obtained authorization from the City of Stanton (the "City") to enter into contractual assessments for the financing of the installation of Authorized Improvements in the City; and

WHEREAS, CEDA desires to declare its intention to establish a Figtree PACE program ("Figtree PACE") in the City, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the City.

- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.
- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the City.

Section 2. Determination of Public Interest. The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the City, within which CEDA and property owners within the City may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the City including unincorporated territory within City Boundaries. A property owner located within a City within the City may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the PACE Program.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Dividend Finance, LLC (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of

interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the Board of Directors to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on _____, _____, at _____ A., for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the City to all water and electric providers within the boundaries of the City has been provided.

Section 8. Report. The Board hereby directs the Program Administrator to prepare the Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of CEDA's policies concerning contractual assessments including all of the following:
 - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
 - (2) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
 - (3) A maximum aggregate dollar amount of contractual assessments.
 - (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- (d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the City, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the City on real property are payable, and subject to the same

penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of ____, 201__.

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

Helen Schaubmayer, Assistant Secretary

EXHIBIT B
Indemnification Agreement

INDEMNIFICATION AGREEMENT

BY AND BETWEEN THE CITY OF STANTON AND DIVIDEND FINANCE, LLC

This Indemnification Agreement (the "Agreement") is entered into by and between the City of Stanton, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "City") and Dividend Finance, LLC, a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the City in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the City; and

WHEREAS, the legislative body of the City adopted or will adopt a resolution authorizing the City to join the Figtree PACE Program; and

WHEREAS, the City will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the City in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the City's agreement to join the Figtree PACE Program, the parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **Term**. This Agreement shall be effective from the date of the Parties' execution and shall continue as long as any PACE assessment administered by Dividend remains outstanding within the City.
3. **Indemnification**. Dividend has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Dividend, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Dividend agrees to defend, indemnify and hold harmless the City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Dividend, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Dividend. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Dividend, and shall survive the termination of this Agreement and/or any withdrawal by City as an associate member of the Authority.
4. **Assignment**. Dividend shall not assign the performance of this Agreement, nor any part thereof, without prior written consent of the City.
5. **No Third Party Beneficiaries**. This Agreement shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damages under the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third party beneficiaries shall remain as imposed under existing state and federal law.
6. **Amendment/Interpretation of this Agreement**. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.
7. **Section Headings**. Section headings in this Agreement are included for

convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

8. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

9. **Attorney's Fees.** If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to its attorney's fees and costs.

10. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California. Venue shall be in Orange County, California.

11. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Dividend Finance, LLC
9330 Scranton Road, Suite 600
San Diego, California 92121
Attn: Chief Executive Officer

If to the City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: City Manager

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

13. **Effective Date.** This Agreement will be effective as of the date of the signature of City's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

[Signatures on following page]

**SIGNATURE PAGE TO AGREEMENT BETWEEN
DIVIDEND FINANCE, LLC AND CITY OF STANTON**

CITY:

CITY OF STANTON, a public body,
corporate and politic

COMPANY:

Dividend Finance, LLC,
A California corporation

By: _____
City Manager

By: _____
Peter Grabell
Senior Vice President

ATTEST:

By: _____
City Clerk

By: _____

APPROVED AS TO FORM:

Best Best & Krieger LLP

By: _____
City Counsel

EXHIBIT C
Insurance Requirements

City of Stanton Insurance Requirements

1. Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Dividend, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Dividend agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

2. Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(a) The policy or policies of insurance required by Section 1 (a) Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Dividend; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(b) The policy or policies of insurance required by Section 1 (b) Automobile Liability and (c) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(c) The policy or policies of insurance required by Section 1 (d) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3. Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the

indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

4. Waiver of Subrogation. Required insurance coverages shall not prohibit Dividend from waiving the right of subrogation prior to a loss. Dividend shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

5. Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6. Evidence of Insurance. Dividend, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Dividend shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

7. Failure to Maintain Coverage. Dividend agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Dividend until Dividend has fully complied with the insurance provisions of this Agreement.

In the event that the Dividend's operations are suspended for failure to maintain required insurance coverage, Dividend shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

8. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Exhibit D
Associate Membership Agreement

ASSOCIATE MEMBERSHIP AGREEMENT

by and between the

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

and the

CITY OF STANTON, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this "Associate Membership Agreement"), dated as of March 12, 2019 by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the "Authority") and the CITY OF STANTON, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the "City");

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a "Member" and collectively, the "Members"), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the "Agreement"), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an "Associate Member"); and

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, City Council of the City has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the

date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. City may withdraw, either temporarily or permanently, from this Associate Membership Agreement and any of Authority's Property Assessed Clean Energy ("PACE") programs upon fifteen (15) written notice to Authority. City withdrawal from such participation shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by Authority prior to the date of City's notice of withdrawal.

Section 3. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority by virtue of the City being an Associate Member of the Authority.

Section 4. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 5. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 6. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering any PACE program under this Associate Membership Agreement.

Section 7. This Associate Membership Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this Associate Membership Agreement with prior written approval of the other Party, which approval shall not be unreasonably withheld.

Section 8. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Associate Membership Agreement, the prevailing party shall be entitled to its attorney's fees and costs.

Section 9. This Associate Membership Agreement shall be governed by and construed in accordance with the laws of the State of California, as applicable. Venue shall be in the County of Orange, California.

Section 10. This Associate Membership Agreement shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this Associate Membership Agreement to maintain a suit for personal injuries or property damages under the provisions of this Associate

Membership Agreement. The duties, obligations, and responsibilities of the Parties to this Associate Membership Agreement with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

Section 11. In the event one or more of the provisions contained in this Associate Membership Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Associate Membership Agreement and the remaining parts of this Associate Membership Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Associate Membership Agreement.

Section 12. This Associate Membership Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Association Membership Agreement shall be binding unless executed in writing by both of the parties hereto. This Associate Membership Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Associate Membership Agreement or any of its provisions.

Section 13. Any and all communications and/or notices in connection with this Associate Membership Agreement shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Att: _____

City: City of Stanton
Attn: Community Development Director
7500 Katella Ave.
Stanton, CA 90680

Section 14. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

[Signatures on following page]

**SIGNATURE PAGE TO ASSOCIATE MEMBERSHIP AGREEMENT BETWEEN
CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND CITY OF STANTON**

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

CITY OF STANTON

**CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY**

Robert W. Hall, Interim City Manager

Gurbax Sahota, Chair
Board of Directors

Attest:

Attest:

Patricia A. Vazquez, City Clerk

Helen Schaubmayer, Asst. Secretary

Approved As To Form:

Matthew E. Richardson, City Attorney

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: March 26, 2019

SUBJECT: GENERAL PLAN ANNUAL PROGRESS FOR CALENDAR YEAR 2018

REPORT IN BRIEF:

The attached General Plan Annual Progress Report for Calendar Year 2018 for the City of Stanton is being presented to the City Council for review as required by State Law.

RECOMMENDED ACTION:

1. 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. Receive and file General Plan Annual Progress Report, and authorize submittal to the Governor's Office of Planning and Research and the State Housing and Community Development Department.

BACKGROUND:

State law requires the preparation and submittal of an annual progress report to the City Council, the Governor's Office of Planning and Research (OPR) and the State Housing and Community Development Department (§ 65400(b)). The purpose of the report is to provide the City Council and the state agencies with information on progress towards implementing the General Plan in accordance with adopted goals, policies and action items. It is for the purposes of meeting these requirements that this document has been prepared and submitted.

ANALYSIS/JUSTIFICATION:

The Progress Report contains a summary of actions that occurred during Calendar Year 2018. Further analysis and background of the issues are covered in more detail in the attached "Progress Report." Once the City Council approves the document, the report will be finalized and transmitted to HCD.

The report has been streamlined by the Department of Housing and Community Development, and the focus has been limited to Housing Element reporting requirements. Specifically, the report identifies the number of housing units constructed; any efforts made to

implement the Housing Element goals and policies; and a discussion on the efforts made to produce affordable housing projects in the City. Due to housing statutes adopted in 2017, changes have been made to the reporting form which requires Cities to provide additional information that was not previously reported including but not limited to: development addresses, Assessor's Parcel Numbers and project entitlement approval information. The revised forms also include reporting requirements for circumstances that the City of Stanton has not yet encountered including developers utilizing the Streamlined Housing Approval Process (AB 35) or a shortfall of housing sites. These tables and columns have been left blank in the report.

In Calendar Year 2018, a total of 12 building permits were issued for housing units in the moderate category and a total of 45 building permits were issued for housing units in the above-moderate category. This equates to approximately 21% of the total RHNA need for moderate housing production and 32% of the total RHNA need for above-moderate housing production in the current cycle.

In regards to efforts made on the production of affordable housing, the Department of Finance has released the Tina/Pacific properties to the Housing Authority and the redevelopment project has been moving forward. The City has initiated the environmental review process in preparation for completion of acquisition and relocation of tenants in preparation for the potential development.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

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

STRATEGIC PLAN OBJECTIVE ADRESSES:

6 - Maintain and promote a responsive, high quality and transparent government.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

Prepared By:



Rose Rivera
Associate Planner

Reviewed by:



Kelly Hart
Community and Economic
Development Director

Approved by:



Jarad Hildenbrand
City Manager

ATTACHMENTS

A. General Plan Annual Progress Report for Calendar Year 2018

(CCR Title 25 §8202)

Jurisdiction: City of Stanton
 Reporting Year: 2018 (Jan. 1st-Dec. 31st)

Table A

Housing Development Applications Submitted																					
Project Identifier			Unit Types		Date Application Submitted		Proposed Units - Affordability by Household Income										Total Approved Units by Project		Stranding		Notes
Project ID	Project Name	Project Address	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		
Summary Title: SH 001 Entry Below:																					
332-02-036	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-037	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-038	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-039	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-040	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-041	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-042	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-043	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-044	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-045	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-046	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-047	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-048	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-049	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-050	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-051	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-052	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-053	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-054	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-055	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-056	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-057	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-058	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-059	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-060	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-061	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-062	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-063	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-064	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-065	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-066	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-067	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-068	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-069	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-070	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-071	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-072	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-073	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-074	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-075	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-076	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-077	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-078	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-079	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-080	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-081	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-082	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-083	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-084	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-085	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-086	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-087	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-088	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-089	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-090	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-091	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-092	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-093	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-094	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-095	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-096	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-097	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-098	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-099	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-100	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-101	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-102	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-103	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-104	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-105	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-106	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-107	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-108	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-109	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-110	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-111	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-112	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-113	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-114	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-115	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-116	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-117	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-118	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-119	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-120	7210 Briarwood St.		ADU	R	1/2/2018																
332-02-121	7210 Briarwood St.		ADU	R	1/2/2018																

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
Income Level	1										2		
	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (2013-2021)	3	4	
Very Low													
Low													
Moderate													
Above Moderate													
Total RHNA	2	32	37	25	2					141	155	159	

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Cells in grey contain auto-calculation formulas

[illegible]

Jurisdiction	City of Stanton
Reporting Year	2018 (Jan. 1 - Dec. 31)

Note: + Optional field

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need

[illegible]

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	City of Stanton
Reporting Year	2018 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs/Progress Report				
Describe progress for all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.				
1	2	3	4	
Name of Program	Objective	Timeframe in HIE	Status of Program Implementation	
Policy Area #2 Rehabilitation of Existing Housing Stock: Maintain a housing stock that is conserved in a sound, safe and sanitary condition.	Pursue funding for maintenance and rehabilitation of housing stock, engage in code enforcement activities, and identify partnerships to assist in acquisition and rehabilitation of existing housing units	On-going	The City has continued a proactive code enforcement program to ensure building safety and integrity of residential neighborhoods. In conjunction with non-profit entities, the City has been able to renovate City owned rental units for the use of transitional housing. In addition, the City is also working on identifying funding sources through the Housing Authority to develop new programs to assist in rehab of low income households.	
Policy Area #4 Increasing Access to Housing Opportunity: Encourage access to decent and suitable housing opportunities for all Stanton residents.	Promote homeownership opportunities, address the needs of the homeless population, provide opportunities for the development of housing for large families, provide opportunities for housing for persons with disabilities, promote fair housing standards, and provide opportunities for development of extremely low-income households.	On-going	On May 28, 2013, the City of Stanton adopted a new zoning code update. Through the zoning code process, the City has complied with SB2, adopted reasonable accommodation regulations, and revised the definition of "family". In addition, to support large family developments, the City has incentivized construction of homes for large families through the amenity incentives program. A proposed residential project may be allowed to develop up to the maximum applicable density threshold if the project meets previously established amenity options incentives. These incentives defined include development of homes for large families. The City has approved a 120 bed assisted living facility and has provided twelve Housing Authority owned units for transitional housing in the Tina/Pacific neighborhood. Additionally, the City has drafted a new ordinance to comply with the State's new accessory dwelling law.	

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Policy Area #6 Sustainability: Promote a housing stock that is energy and water efficient and implement sustainable strategies	Promote energy conservation, and green building techniques for residential construction and rehabilitation projects, and encourage energy-efficient design and appliances.	On-going	The City adopted the updated General Plan allowing for mixed-use development along the city's major arterials of Beach Boulevard and Katella Avenue. In addition, by implementing the mixed-use designations the city has increased the amount of acreage available for residential development by 263.5 acres. With the adoption of the new zoning code, the City developed regulations to enhance multifamily housing design, to include additional outdoor open space, higher parking ratios, and additional amenities. Additionally, the City has created twelve units of transitional housing in the Tina/Pacific neighborhood and approved transitional housing for at risk and homeless mothers with children under the age of 5 for the property located at 10862 Oak Street. Currently, the city has a number of housing projects in the pipeline that include townhomes, assisted living units, and single family detached units.
Policy Area #1 Production of New Housing: Provide for a housing stock of sufficient quantity composed of a variety and range of types and costs.	Expedite project review, revise fees, streamline process, encourage mixed-use and infill development, promote quality multifamily design, maximize the development potential of vacant and underutilized land, and redevelop the Tina/Pacific neighborhood.	On-going	The City adopted the updated General Plan allowing for mixed-use development along the city's major arterials of Beach Boulevard and Katella Avenue. In addition, by implementing the mixed-use designations the city has increased the amount of acreage available for residential development by 263.5 acres. With the adoption of the new zoning code in 2013, the City developed regulations to enhance multifamily housing design, to include additional outdoor open space, higher parking ratios, and additional amenities..
Policy Area #3 Preservation and Conservation: conservation of the housing stock and preservation of housing opportunities for Stanton's residents	Ensure long term affordability of housing units.	On-going	The City has continued its monitoring of at risk affordable housing units. The earliest conversion of any affordable housing units in the city is November 2022.

[illegible]

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

[illegible]

Jurisdiction	City of Stanton	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Entitled Units Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Submitted Applications Summary	
Total Housing Applications Submitted:	18
Number of Proposed Units in All Applications Received:	228
Total Housing Units Approved:	227
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: March 26, 2019

SUBJECT: FEBRUARY 2019 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of February 28, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find 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. Receive and file the Investment Report for the month of February 2019.

BACKGROUND:

The attached reports summarize the City investments and deposit balances as of February 2019. A summary of the City's investments and deposits is included as Attachment A. The details of the City's investments are shown in Attachment B. The City's cash and investment balances by fund type are presented in Attachment C.

ANALYSIS:

The City's investments in the State Treasurer's Local Agency Investment Fund (LAIF) and in PFM's California Asset Management Program (CAMP) continue to be available on demand. The effective yield on LAIF for the month of February 2019 was 2.39%. All City investments have safekeeping with Bank of the West. The City's investments are shown on Attachment B and have a weighted investment yield of 2.26%. Including LAIF and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 2.37%, which is below the benchmark LAIF return of 2.39% due to a 308% increase in the LAIF rate over the past two years.

The weighted average maturity of the City's investments on February 2019 is 869 days. Including LAIF and a money market account, it is 397 days. LAIF's average maturity on

February 28, 2019 was approximately 184 days.

With a weighted average maturity of 2.48 years, the City is well within the investment policy restriction of 3.5 years.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2018-19 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

The City Treasurer controls a \$51.7 million portfolio with \$23.1 million in investments with safekeeping with Bank of the West.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Assistant City Manager/Treasurer

Approved:



Jarad L. Hildenbrand
City Manager

Attachments:

- A. Investments and Deposits
- B. Investment Detail
- C. Cash and Investment Balances by Fund Type

CITY OF STANTON, CA
INVESTMENTS AND DEPOSITS
February 28, 2019

Investment Type	Issuer	Date of Maturity	Interest Rate	Par Value	Cost	% of Total	Market Value	Market Value Source
State Pool (LAIF) - City portion ¹	State of California	On Demand	2.39%	\$ 3,041,683	\$ 2,030,360	3.94%	\$ 2,030,361	LAIF
State Pool (LAIF) - HA portion	State of California	On Demand	2.39%	\$ 17,576,728	\$ 17,576,728	34.15%	\$ 17,576,729	LAIF
California Asset Management Plan ¹	PFM	On Demand	2.64%	\$ 13,119,909	\$ 8,757,696	17.01%	\$ 8,757,696	PFM
Investments ²	Various	Various	Various	\$ 23,447,602	\$ 22,924,961	44.54%	\$ 23,145,233	Bank of the West
Money Market Account	Bank of the West	On Demand	0.13%	\$ 186,445.32	\$ 186,445	0.36%	\$ 186,445	Bank of the West
Subtotal - Investments				\$ 51,476,190	\$ 51,476,190	100.00%	\$ 51,696,464	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	\$ (640,645)		\$ (640,645)	Bank of the West
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	\$ 116,795		\$ 116,795	Bank of the West
Subtotal - Deposits				\$ (523,850)	\$ (523,850)		\$ (523,850)	

Total Cash Investments and Deposits ³

Weighted Average Maturity (days)	397	Weighted Average Yield	2.37%
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\$ 50,952,340

\$ 51,172,614

¹ Par Value amount represents entire LAIF and CAMP balances, including City and Successor Agency portions² Cost amount includes (\$575,285) adjustment made to City's books at 6/30/18 to adjust portfolio to market value, per GASB 31³ Weighted average maturity and yield calculations include LAIF, CAMP, Investments and Money Market Account**NOTES:**

The City's portfolio is in compliance with the City's 2018-19 Investment Policy.

The portfolio will allow the City to meet its expenditure requirements for the next six months.

CITY OF STANTON
INVESTMENTS
DECEMBER 2018

Attachment B

Investment Type/ Broker	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
U.S. Government Agency Securities:										
Chandler Asset Management	3130A0JUR2	1.65%	2.38%	103.07	11/23/15	12/13/19	NC	200,000	205,688	195,746
Chandler Asset Management	3135000D75	1.27%	1.50%	100.30	2/24/2016	6/22/2020	NC	200,000	201,982	197,272
Chandler Asset Management	313500F73	1.50%	1.89%	100.36	1/20/2016	1/30/2020	NC	190,000	190,035	186,557
Chandler Asset Management	3130A3JQJ5	1.49%	1.89%	102.18	2/1/2016	12/11/2020	NC	185,000	188,349	182,811
Chandler Asset Management	313500H65	1.50%	1.88%	102.11	1/20/2016	1/28/2020	NC	190,000	193,366	187,798
Chandler Asset Management	3130A7CVJ5	1.48%	1.38%	99.77	02/17/16	02/16/21	NC	210,000	209,166	205,409
Chandler Asset Management	313500J20	1.31%	1.36%	100.01	4/12/2016	2/26/2021	NC	200,000	200,630	195,552
Chandler Asset Management	31332K69	1.53%	1.75%	101.72	03/23/16	03/12/21	NC	190,000	192,005	186,684
Chandler Asset Management	3130A7PVI1	1.33%	1.38%	99.80	04/12/16	04/05/21	NC	200,000	200,432	195,416
Chandler Asset Management	313500K69	1.23%	1.25%	99.75	8/15/2016	5/6/2021	NC	200,000	200,168	194,658
Chandler Asset Management	3130A8QS5	1.28%	1.13%	99.05	08/09/16	07/14/21	NC	190,000	188,566	184,013
Chandler Asset Management	3137AEAC9	1.24%	1.13%	98.96	08/12/16	08/12/21	NC	200,000	198,888	193,534
Chandler Asset Management	3130AABG2	1.97%	1.89%	99.36	11/30/16	11/29/21	NC	100,000	99,536	98,256
Chandler Asset Management	313500T45	1.89%	1.88%	99.78	4/20/2017	4/5/2022	NC	200,000	199,830	196,070
Chandler Asset Management	3130AC2X1	2.00%	2.00%	100.00	8/23/2017	8/23/2022	NC	500,000	500,000	497,655
Multi-Bank Securities, Inc.	3130AC7K4	2.00%	2.00%	100.00	8/22/2017	9/15/2022	NC	500,000	500,000	497,090
								3,655,000	3,688,689	3,598,532
Municipal Bonds										
California Earthquake Auth Rev	13017HAE6	2.23%	2.81%	100.53	11/14/2017	7/1/2019	NC	89,040	89,604	88,979
California Earthquake Auth Rev	13017HAE6	2.43%	2.81%	100.40	11/22/2017	7/1/2019	NC	537,600	538,750	537,229
CA ST Housing Finance Agency RDA	13034PZ7	2.04%	2.30%	100.75	7/24/2017	8/1/2020	NC	250,000	251,876	246,065
Coachella Valley CA Unif School District	18984K77	2.25%	2.89%	101.55	11/17/2017	8/1/2020	NC	440,000	447,260	437,835
Banning CA RDA SA TAB	068616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	246,168
Banning CA RDA SA TAB	068616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	246,168
Pomona CA PFA Lease Bond	73208MCX4	2.26%	2.42%	100.60	6/23/2017	4/1/2021	NC	500,000	503,000	493,395
CA ST Housing Finance Agency RDA	13034PZ3	2.32%	2.51%	100.75	7/24/2017	8/1/2021	NC	352,625	352,625	346,665
Guadalupe Community Redevelopment	400559AD2	2.22%	2.51%	101.09	8/18/2017	8/1/2021	NC	255,000	257,777	252,570
Oceanside CA Pension Obligation Bond	675371AX6	2.55%	3.25%	99.00	1/8/2018	8/1/2021	NC	225,000	222,750	220,469
LA County CA RDA TAB Taxable West Covina	54465AHP0	2.03%	2.03%	104.65	8/15/2017	8/15/2021	NC	280,000	283,013	282,279
Yorba Linda RDA SA TAB Taxable Series B	986176AQ3	2.08%	2.50%	101.67	6/26/2017	9/1/2021	NC	400,000	406,684	397,124
Riverside CA Pension Obligation Bond	768038BB9	2.00%	2.00%	100.00	8/15/2017	8/1/2021	NC	360,000	360,000	351,241
Riverside CA Pension Obligation Bond	768038BB9	2.25%	2.50%	101.16	6/20/2017	6/1/2022	NC	500,000	505,800	492,765
Riverside CA Pension Obligation Bond	769038BB9	2.40%	2.50%	100.45	7/24/2017	6/1/2022	NC	240,000	241,060	236,527
								4,925,640	4,969,518	4,877,477
Negotiable Certificates of Deposit:										
Generations Community Fed Credit	37148LAB4	1.65%	1.65%	100.00	6/28/2017	6/28/2019	NC	249,000	249,000	248,457
Direct Federal Credit Union	25460FAQ9	1.75%	1.75%	100.00	05/24/17	2/24/2020	NC	249,000	249,000	247,160
Live Oak Banking Company	538038CN2	2.00%	2.00%	100.00	04/07/17	4/7/2020	NC	249,000	249,000	247,010
Community Trust Bank Inc..	20416LAC3	1.85%	1.85%	100.00	08/10/17	8/18/2020	NC	247,000	247,000	244,327
The Park National Bank	700854AY2	1.95%	1.95%	100.00	03/30/17	9/30/2020	NC	249,000	249,000	246,395
First Bank Richmond	319267GC8	1.80%	1.80%	100.00	06/23/17	11/23/2020	NC	247,000	247,000	243,436
Numerica Credit Union	67054NAF0	2.00%	2.00%	100.00	03/30/17	11/30/2020	NC	249,000	249,000	246,211
BMW Bank	06800AGQ1	1.95%	1.95%	100.00	03/10/17	3/10/2021	NC	248,000	248,000	244,332
Wells Fargo Bank, NA	949763FQ4	2.10%	2.10%	100.00	03/15/17	3/15/2021	NC	249,000	249,000	246,005
Landmark Bank	51506VCA9	2.10%	2.10%	100.00	03/29/17	3/29/2021	NC	248,000	248,000	244,942
Medallion Bank	5940386F8	2.10%	1.80%	100.00	04/06/17	4/6/2021	NC	249,000	249,000	245,370
Comerity Capital Bank	20033AAU0	2.00%	2.00%	100.00	6/30/2017	6/30/2021	NC	249,000	249,000	243,944
Discover Bank	254672506	2.10%	2.10%	100.00	7/6/2017	7/6/2021	NC	247,000	247,000	244,792
Barclays Bank	05740KCC0	2.00%	2.00%	100.00	7/12/2017	7/12/2021	NC	249,000	249,000	243,742
Abacus Federal Savings Bank	002877AY2	1.95%	1.95%	100.00	7/12/2017	7/12/2021	NC	249,000	249,000	244,344
MB Financial Bank	55266CVM3	1.90%	1.90%	100.00	7/12/2017	7/12/2021	NC	249,000	249,000	244,057
HSBC Bank USA, NA	40343YMK0	2.15%	2.15%	100.00	7/26/2017	7/26/2021	NC	247,000	247,000	243,505
Third Federal Savings and Loan	88413QBN7	2.00%	2.00%	100.00	7/28/2017	7/28/2021	NC	248,000	248,000	243,610

CITY OF STANTON
INVESTMENTS
DECEMBER 2018

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (N=noncallable)	Par Value	Purchase Amount	Current Market Value
Multi-Bank Securities, Inc.	State Bank of India	8562848V1	2.35%	2.35%	100.00	03/14/17	3/14/2022	NC	248,000	248,000	244,372
Multi-Bank Securities, Inc.	Capital One Bank USA	140420252	2.35%	2.35%	100.00	03/15/17	3/15/2022	NC	248,000	248,000	244,367
Canella & Co., Inc	JP Morgan Chase Bank NA	48126XD93	2.35%	2.35%	100.00	03/16/17	3/16/2022	NC	248,000	248,000	245,380
First Empire Securities	BMO Harris, NA	05811WVK7	2.00%	Variable	100.00	03/29/17	3/29/2019	3/29/2019	248,000	249,000	245,380
Canella & Co., Inc	Synchrony Bank	87165ELN6	2.40%	2.40%	100.00	05/19/17	5/19/2022	NC	247,000	247,000	243,349
First Empire Securities	American Eagle Bank	025648C99	2.10%	2.10%	100.00	06/09/17	5/23/2022	NC	150,000	150,000	146,375
First Empire Securities	First Bank of Highland Park	319141GL5	2.10%	2.10%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	240,823
Canella & Co., Inc	Goldman Sachs Bank USA	38148PKX4	2.35%	2.35%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	242,759
Canella & Co., Inc	Capital One NA	14042RCN5	2.30%	2.30%	100.00	7/19/2017	7/19/2022	NC	247,000	247,000	242,181
Multi-Bank Securities, Inc.	Sallie Mae Bank	795450B61	2.35%	2.35%	100.00	7/27/2017	9/22/2022	NC	247,000	247,000	242,181
Canella & Co., Inc	American Express Centurion Bank	02587DV47	2.35%	2.35%	100.00	8/5/2017	8/5/2022	NC	248,000	248,000	243,062
First Empire Securities	Fidelity Co-Operative Bank	31807CV6	1.70%	1.70%	99.60	8/4/2017	8/9/2022	NC	247,000	247,000	240,904
First Empire Securities	American Express Bank, FSB	02587CV6	2.40%	2.40%	100.00	8/22/2017	8/22/2022	NC	249,000	248,000	244,446
First Empire Securities	First Technology Federal Credit Union	93718L C17	3.35%	3.35%	100.00	9/27/2017	9/27/2022	NC	247,000	247,000	241,099
Canella & Co., Inc	Morgan Stanley	61680UDW7	3.10%	3.10%	100.00	2/7/2019	2/7/2024	NC	240,000	240,000	243,062
Canella & Co., Inc	Morgan Stanley	61760AVJ5	3.10%	3.10%	100.00	2/7/2019	2/7/2024	NC	246,000	246,000	246,187
Canella & Co., Inc	Bank of America	06048WZ59	3.25%	3.25%	100.00	2/15/2019	2/15/2024	NC	250,000	250,000	244,930

Medium-Term Corporate Notes:

Chandler Asset Management	Oracle Corp	683939XAX3	1.28%	2.25%	103.16	08/11/16	10/08/19	NC	125,000	128,744	124,569
Canella & Co., Inc	Toronto-Dominion Bank	89114QBU1	2.00%	1.90%	99.82	12/15/17	10/24/19	NC	250,000	249,543	248,743
Canella & Co., Inc	Barclay's Bank PLC	06744GEU0	2.00%	2.00%	100.00	08/11/17	08/25/20	8/25/2019	500,000	500,000	499,805
Canella & Co., Inc	American Honda Finance	02655WAZ4	2.05%	2.45%	101.22	04/20/17	09/24/20	NC	125,000	126,851	124,270
Canella & Co., Inc	Credit Agricole	22633AA31	3.00%	3.00%	100.00	09/28/18	09/28/20	12/28/18	400,000	399,056	400,000
Multi-Bank Securities, Inc.	Visteo Inc	92826CAB8	3.00%	3.00%	100.00	09/28/18	09/28/20	NC	500,000	500,000	488,820
Chandler Asset Management	Exxon Mobil Corp	30231GAV4	1.45%	2.22%	101.77	02/29/16	12/14/20	NC	154,404	154,404	148,641
Chandler Asset Management	Berkshire Hathaway	084670BQ0	1.54%	2.20%	102.76	03/15/21	2/1/2021	2/1/2021	125,000	126,465	123,893
Chandler Asset Management	State St Corp	85477AV5	1.99%	1.95%	99.49	05/23/16	05/19/21	NC	100,000	102,886	99,089
Chandler Asset Management	Microsoft Corp	594918P8	1.58%	1.55%	99.87	03/08/16	08/08/21	7/8/2021	85,000	84,899	82,802
Chandler Asset Management	Pecora Financial Corp	69371RN44	1.68%	1.65%	99.59	08/11/16	08/11/21	NC	125,000	124,810	120,474
Chandler Asset Management	John Deere Capital Corp	24422ETL3	2.66%	2.63%	100.37	01/03/17	01/06/22	NC	130,000	129,964	129,022
Chandler Asset Management	US Bancorp	91159HHP9	2.66%	2.63%	100.37	01/19/17	01/24/22	NC	125,000	125,657	124,464
First Empire Securities	Apple Inc	037633AY6	2.10%	2.15%	100.20	10/23/17	02/09/22	NC	501,000	501,000	491,935
Multi-Bank Securities, Inc.	Capital Impact Partners	14020AA21	2.50%	2.50%	100.00	10/23/17	10/15/22	NC	500,000	500,000	466,850
First Empire Securities	Toyota Motor Credit Corp	89236TEL5	2.78%	2.70%	99.63	01/25/18	01/11/23	NC	249,075	249,075	246,598
First Empire Securities	Toyota Motor Credit Corp	89236TEL5	3.01%	2.70%	99.85	02/01/19	01/11/23	NC	300,000	296,550	295,917
First Empire Securities	U.S. Bank NA Cincinnati	90331HNL3	2.96%	2.85%	99.60	02/04/19	01/23/23	12/23/2022	250,000	250,000	248,470
First Empire Securities	Barclay's Bank PLC	06744CPR8	3.00%	3.00%	100.00	01/26/18	01/26/23	1/26/2020	250,000	250,000	241,698
First Empire Securities	Wells Fargo Bank	94988J5R4	3.61%	3.55%	99.74	09/21/18	08/14/23	NC	500,000	498,720	507,485
First Empire Securities	Wells Fargo Bank	94988J5R4	3.75%	3.55%	99.14	12/03/18	08/14/23	NC	400,000	396,560	405,988

Mortgage-Backed Securities:

First Empire Securities	FINMA DUS Balloon	3138LFY1	2.03%	1.62%	98.40	8/18/2017	11/1/2021		5,815,000	5,819,721	5,749,990
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Subtotal Investments
Prior Year Adjustment GASB 31:
Investments Held With Bank of the West

2.26% Weighted Average Yield	869 days WAM	23,447,602	23,500,246 (575,285)	23,145,253
		23,447,602	22,924,961	23,145,253

State Treasurer's Pool
State Treasurer's Pool
PFM
Money Market Acct
Total Investments

2.39% Weighted Average Yield	317/2019	3,041,683	2,030,360	2,030,361
2.39%	3/1/2019	17,576,728	17,576,728	17,576,729
2.64%	3/1/2019	13,119,909	8,757,696	8,757,696
0.13%	3/1/2019	186,445	186,445	186,445

Total Money Market, LAIF, CAMP, and Investments

2.37% Weighted Average Yield	397 days WAM	57,372,367	51,476,190	51,696,464
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CITY OF STANTON
CASH AND INVESTMENT BALANCES BY FUND TYPE
February 28, 2019

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled	\$ (3,246,560)	
Other Accounts *	40,804,928	\$ 37,558,368
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	118,917	
Measure M	763,338	
Fire Emergency Services	(119,977)	
Lighting & Median Maint.	1,787,996	
Sewer Maintenance	3,975,722	
Other	2,900,804	10,024,623
Internal Service Funds		1,443,749
Trust Funds		1,925,601
Total Cash and Investment Balances		\$ 50,952,340

* Money Market, Housing Authority LAIF, Imprest Accounts, Petty Cash and Investments

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: March 26, 2019

SUBJECT: FEBRUARY 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of February 28, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find 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. Receive and file the Investment Report for the month of February 2019.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of February 2019. A summary of the Agency's investments and deposits is included as Attachment A. The Agency's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Agency's investments in the State Treasurer's Local Agency Investment Fund (LAIF) and California Asset Management Plan (CAMP) continue to be available on demand. The effective yield on LAIF for the month of February 2019 was 2.39%, while the effective yield on CAMP was 2.64%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.44%, which is below the benchmark LAIF return of 2.39%, as the portfolio is almost completely liquid and has significant funds held in custodial accounts accruing very little interest.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at February 28, 2019 is 1 day. LAIF's average maturity at February 28, 2019 is approximately 184 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2018-19 Investment Policy.

The portfolio will allow the Agency to meet its expenditure requirements for the next six months.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:


4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Assistant City Manager/Treasurer

Approved:



Jarad L. Hildenbrand
City Manager

Attachments:

- A. Investments and Deposits
- B. Cash Balances by Fund

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
February 28, 2019**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - SA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	2.39%	\$ 1,011,323	\$ 1,011,323	\$ 1,010,354	LAIF
California Asset Management Plan	PFM Asset Management	PFM	On Demand	2.64%	\$ 4,362,212	\$ 4,362,212	\$ 4,362,212	PFM
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	(319,105)	(319,105)	(319,105)	Bank of the West
Clawback - Demand Deposits/Money Market Account	Bank of the West	Bank of the West	On Demand	N/A	3,311,064	3,311,064	3,311,064	Bank of the West

Total Cash Investments and Deposits

\$ 8,365,494 \$ 8,364,525

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2010 Tax Allocation Bonds (Tax-Exempt)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$16.85	\$16.85	\$16.85	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$11,623.98	\$11,623.98	\$11,623.98	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$66.40	\$66.40	\$66.40	US Bank
Reserve Account:									
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	2.39%	\$1,141,904.29	\$1,141,904.29	\$1,141,904.29	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$1,153,612 \$1,153,612

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B									
Debt Service Fund									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$822,114.68	\$822,114.68	\$822,114.68	US Bank
Principle Account					0.83				
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$151.68	\$151.68	\$151.68	US Bank
Interest Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$16.79	\$16.79	\$16.79	US Bank

Total 2016 Series A and B

\$ 822,283 \$822,283.15

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$1,237,667.61	\$1,237,667.61	\$1,237,667.61	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$27.94	\$27.94	\$27.94	US Bank
Principle Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$59.99	\$59.99	\$59.99	US Bank

Total 2016 Series C and D

\$ 1,237,756 \$1,237,755.54

Total Bond Fund Investments and Deposits (3)

\$3,213,650 \$3,213,650

Notes:

- (1) - There have been no exceptions to the Investment Policy.
- (2) - The Successor Agency is able to meet its expenditure requirements for the next six months.
- (3) - Restricted Bond Funds are held by the fiscal agent.

SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY**POOLED CASH BALANCES BY FUND TYPE
February 28, 2019**

Fund	Cash Balance
710 Project 2000 Debt Service Fund	-
711 Redevelopment Debt Service Fund	-
712 Redevelopment Obligation Retirement Fund	5,417,062
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(362,632)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	-
741 Cash DDR Clawback	3,311,064

TOTAL CASH BALANCE**\$ 8,365,494**

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: March 26, 2019

SUBJECT: RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1

REPORT IN BRIEF:

As part of the annual update to the Lighting and Landscaping District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the 2019-2020 update.

RECOMMENDED ACTION:

1. That City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4).
2. That City Council adopt Resolution No. 2019-14 initiating proceedings and ordering the Engineer's report for the fiscal year 2019-2020 update.

BACKGROUND:

The Stanton Lighting and Landscaping District No.1 was formed March 10, 1981, and currently provides funding for street lighting, traffic signals and landscape servicing and maintenance of medians within the City. Each parcel in the City is assessed a proportionate share of the District's costs each year. The assessment appears on the property tax bill. Assessments are established based upon an Engineer's assessment of each property's relative benefit from the services provided by the District.

Each year, an update to the Engineer's report must be produced relative to the annual assessments for the Stanton Lighting and Landscaping District No.1. Council has previously taken action to contract with Harris and Associates to perform the required work.

ANALYSIS/JUSTIFICATION:

As part of the process, a number of procedural resolutions must be adopted by the City Council. The proposed resolution is the first of the procedural resolutions, and merely takes action to order the necessary engineer's report. This action does not put the

assessment amount in place. That decision will be made after the required public hearing. This action is a procedural requirement prior to the legally required public review process.

FISCAL IMPACT:

This item has been budgeted in the Lighting and Median Maintenance fund. The \$8,925 for the administration of the Lighting and Landscaping District comes from account 225-3520-608105.

ENVIRONMENTAL IMPACT:

Conducting the proposed study will have no impact to the environment. Any future improvements made to the City's lighting and landscape will require a separate CEQA review.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

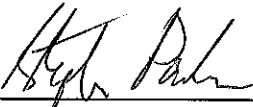
Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:


4. Ensure Fiscal Stability and Efficiency in Governance.

Prepared by:

Approved by:



Stephen M. Parker
Assistant City Manager



Jarad L. Hildenbrand
City Manager

Attachment:

Resolution No. 2019-14

RESOLUTION NO. 2019-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH

WHEREAS, on March 10, 1981, the City Council adopted Resolution No. 81-20 forming the Stanton Lighting and Landscaping District No. 1 ("the District"), pursuant to the provisions of the "Landscape and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act"); and

WHEREAS, the public interest and convenience require the City to initiate proceedings for the levy of Annual Assessments within the District for the fiscal year 2019-2020, for the purposes provided therefore in the Act and in Resolution No. 81-20; and

WHEREAS, Section 22622 of the Act requires the City to adopt a resolution generally describing any proposed new improvements or any substantial changes in the existing improvements and ordering the Engineer to prepare and file a report in accordance with Article 4 of the Act;

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

SECTION 1: The above recitals are true and correct.

SECTION 2: The City Council further finds that this Resolution 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 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: Except as set forth in the Engineer's Report, no new improvements or substantial changes in existing improvements are contemplated within the District.

SECTION 4: The City Manager is directed to cause the preparation of a report in accordance with Article 4 of the Act for the District, and upon completion, to file said report with the City Clerk, who shall then submit the same to the City Council for its consideration.

SECTION 5: The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 26th day of March, 2019.

DAVID J. SHAWVER, 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. 2019-14 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 March 26, 2019, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: March 26, 2019

SUBJECT: PUBLIC HEARING TO CONSIDER PRECISE PLAN DEVELOPMENT PPD-787, TENTATIVE TRACT MAP TM17-01, ZONE CHANGE ZC17-02 INCLUDING GENERAL PLAN AND ZONING MAP AMENDMENTS AND A MITIGATED NEGATIVE DECLARATION TO SUBDIVIDE A 0.92 ACRE SITE FOR THE DEVELOPMENT OF A HOUSING SUBDIVISION CONSISTING OF THE CONSTRUCTION OF 17 THREE-STORY ATTACHED CONDOMINIUM UNITS FOR THE PROPERTY LOCATED AT 11752 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH THE GENERAL MIXED-USE OVERLAY, AND THE RE (RESIDENTIAL ESTATE) ZONE

REPORT IN BRIEF:

A public hearing to consider subdivision of a 0.92 acre site for condominium purposes and to construct 17 three-story attached condominium units, common and private open space; a private street and associated improvements. Under consideration are Precise Plan of Development PPD-787, Tentative Tract Map TM17-01, Zone Change ZC17-02 and a Mitigated Negative Declaration.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Adopt Resolution No. 2019-07 approving the Mitigated Negative Declaration (SCH# 2018121037) and a Mitigation Monitoring and Reporting Program, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON ADOPTING A MITIGATED NEGATIVE DECLARATION (SCH#2018121037) AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE DEVELOPMENT OF 17 ATTACHED CONDOMINIUM UNITS LOCATED AT 11752 BEACH BLVD."; and

3. Adopt Resolution No. 2019-08 approving Precise Plan of Development PPD-787, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

Council
Agenda Item #

10A

STANTON APPROVING PRECISE PLAN OF DEVELOPMENT PPD-787 FOR THE DEVELOPMENT OF A HOUSING SUBDIVISION CONSISTING OF THE CONSTRUCTION OF 17 THREE-STORY ATTACHED CONDOMINIUM UNITS FOR THE PROPERTY LOCATED AT 11752 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH THE GENERAL MIXED-USE OVERLAY, AND THE RE (RESIDENTIAL ESTATE) ZONE”; and

4. Adopt Resolution No. 2019-09 approving Tentative Tract Map TM17-01, entitled:

“A RESOLUTION OF THE CITY OF STANTON, CALIFORNIA RECOMMENDING THE CITY COUNCIL APPROVE TENTATIVE TRACT MAP 18107 (TM17-01) TO SUBDIVIDE A LEGAL PARCEL (0.92 ACRES) FOR CONDOMINIUM PURPOSES FOR THE DEVELOPMENT OF 17 THREE-STORY ATTACHED CONDOMINIUM UNITS FOR THE PROPERTY LOCATED AT 11752 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH THE GENERAL MIXED-USE OVERLAY, AND THE RE (RESIDENTIAL ESTATE) ZONE”; and

5. City Council introduce Ordinance No. 1087, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ZONE CHANGE ZC17-02 AND ASSOCIATED GENERAL PLAN AND ZONING MAP AMENDMENTS FOR THE PROPERTY LOCATED AT 11752 BEACH BLVD. (ASSESSORS PARCEL NO. 131-242-04) FROM RE (RESIDENTIAL ESTATE) ZONE TO CG (COMMERCIAL GENERAL) ZONE WITH THE GENERAL MIXED-USE OVERLAY”; and

6. Set said Ordinance No. 1087 for adoption at the regular City Council meeting on April 9, 2019.

BACKGROUND:

The applicant, Anthony Nguyen, is the current owner of the subject property, and is proposing to demolish the existing restaurant and banquet hall building and parking lot, and construct a 17-unit townhome project. To accommodate this proposed project, the Applicant has requested the following Planning entitlements:

- Precise Plan of Development (PPD-787) - Section 20.530.030 of the Stanton Municipal Code (SMC) requires a development permit for the construction of two or more new dwelling units on a lot or in conjunction with the submittal of a subdivision;
- Tentative Tract Map No. 18107 (TM17-01) – The California Subdivision Map Act requires a Tentative Tract Map for a condominium map for the subdivision of the property to allow for each unit to be sold individually.

- Zone Change (ZC17-02) – Chapter 20.610 of the SMC requires an application to the Planning Commission and City Council to authorize a zone change.

ANALYSIS/JUSTIFICATION:

PROJECT LOCATION – The project site is located on the east side of Beach Blvd., between Chapman Ave. to the south, and Orangewood Ave. to the north. The project site is inclusive of two parcels, one is zoned CG (Commercial General) with the General Mixed-Use Overlay, and the second is zoned RE (Residential Estates). Surrounding zoning and uses include an abandoned private road and the Starlite motel to the north; single family residential properties in the RE zone to the east; a nine unit single-family small lot subdivision in the Planned Development – Single Family zone and the AutoZone store in the CG zone to the south; and miscellaneous auto repair uses in the CG (Commercial General) zone to the west.

PROJECT DESCRIPTION – The project site consists of two parcels (Assessor's Parcel Number 131-242-03 & 131-242-04) which are currently developed with a restaurant/banquet hall and parking lot. The Applicant is proposing to demolish the building and parking lot in order to construct six new buildings consisting of 17 attached townhomes, a private driveway, common landscape areas, and common open space areas and parking.

In terms of density, the proposed project would be constructed at an 18 dwelling unit per acre ratio. The General Mixed Use (GLMX) Overlay allows for a target density range of 25-45 dwelling units per acre. This density is consistent with the General Plan, which allows for up to 45 dwelling units per acre.

The 17 homes would be located around a private common driveway, and common and private open space. In terms of setbacks, a 10-foot setback is provided along the western property line at Beach Blvd.; a minimum 10-foot setback is provided along the northern and southern property lines; and a setback of 15 feet is provided along the eastern property line. The perimeter wall for the project would consist of a decorative masonry block wall six feet in height.

CIRCULATION/PARKING – Access for the proposed development would be provided from Beach Blvd. by a central driveway which runs the depth of the site. Access to the development would be "right-in-right-out" due to the raised median in the center of Beach Blvd. The driveway entrance from Beach Blvd. meanders into the development before straightening out to provide access to the entire project, and ending in a hammerhead towards the rear of the property to provide emergency vehicle turnaround. To provide visual interest, the driveway entrance is enhanced with interlocking pavers and a landscaped center median which measures 20 feet in length by 4 feet in width. The median would also serve as a separation for vehicles that are entering and exiting the site. The width of the driveway is 25 feet which meets the standards identified by CalTrans. Building #1, which is adjacent to the driveway entrance, would be set back ten feet from the front property which would provide for sufficient traffic visibility into and out of the development. The Engineering and Building Departments reviewed the plans

and did not identify any concerns regarding the driveway location or size. The applicant will be required to obtain a permit through Caltrans for all improvements in the right-of-way, including the driveway.

In regards to parking, Table 3-6 in Section 20.320.030 of the SMC requires a two bedroom dwelling to provide two enclosed and one open parking space per dwelling unit, while a three bedroom dwelling must provide two enclosed and two open parking spaces per dwelling unit. In addition, one parking space for every three dwelling units is required to be provided for guest parking. To meet this requirement, each unit would be provided with a fully-enclosed, two-car garage and the proposed site plan includes 27 uncovered parking spaces, which includes the six required guest parking spaces. The project would provide the required 61 parking spaces, which is approximately 3.6 parking spaces provided per unit.

To ensure the parking spaces are available and utilized appropriately, staff is recommending several conditions of approval in Resolution No. 2440 (PPD-787). The conditions of approval include: Planning Condition No. 32, which would require language to be included in the CC&R's to specifically prohibit garage conversions and require the garage to be utilized for the required parking and Planning Condition No. 33 which would require a minimum of 27 open spaces to be continually maintained.

The proposed development would provide safe pedestrian access throughout the site on sidewalks that run along the perimeter of the entire development and would provide access to the open parking spaces and common open space areas. The traffic study which was conducted as part of the Initial Study indicated that the proposed development would have a negligible impact to the circulation on Beach Blvd. or nearby streets or intersections. According to the traffic study, the proposed project is estimated to generate 124 weekday trips, including 8 AM peak-hour trips and 10 PM peak-hour trips. Forecast project trip generation is less than 0.2 percent of the existing traffic volume on Beach Boulevard of about 71,500 ADT (Average Daily Trips).

FLOOR PLANS— The proposed project consists of six buildings. Each building would have three attached townhomes, with the exception of Building #2, located on the northwest portion of the site, which consists of two attached townhomes. The floor plans for the proposed development have similar layouts. Buildings 1,2,3 and 6 would have an entry into a den area on the first floor, and Buildings 4 and 5 would only have an entry with stairs leading up to the second floor. The second floor of all the units would consist of a living room, kitchen, laundry room and powder room. The third floor would consist of two to three bedrooms and two bathrooms. For the two bedroom units, the third floor would have a loft in addition to the bedrooms and bathrooms. As proposed, living space would range from 1,485 to 1,735 square feet.

DESIGN AND ARCHITECTURE – The elevations of the development are based on traditional Mediterranean themes. Each building has similar architectural features including: s-type concrete tile roofs; earth tone stucco walls; variations in wall plane depth; decorative attic vents; window ledges; wood or stucco trim; and faux wood shutters. A high level of detail is proposed on all elevations of each structure, insuring that the

homes provide a lasting, attractive visual presence both outward to the surrounding community and inward to the proposed development. To further enhance the aesthetic quality of the development, the entry into the development would be enhanced with decorative interlocking pavers.

The project has been designed to provide an enhanced appearance along Beach Blvd. For the General Mixed Use Overlay District, the development standards are different than the traditional setback standards previously observed in past development in the City. As part of the mixed-use districts, there is no longer simply a minimum setback, but also a maximum setback. This new standard is called the build-to-zone, where a building must be located within the minimum and maximum setbacks. In addition, there are regulations that require a minimum of the building frontage length to be located within the build-to-zone. As such, for this development, the minimum setback along Beach Blvd. is zero feet, with a maximum of a 15 foot setback. To meet this requirement, the applicant has designed Building #1 with a setback of ten feet and oriented to face Beach Blvd.

The elevation fronting Beach Blvd. is designed in such a way to provide a pedestrian interface with the use of stoops and porches that project into the front setback to enhance entrances. Windows are also incorporated on the front of the façade to provide "eyes on the street" and direct sidewalk access to the building. Finally, the front setback is softened with enhanced landscaping and a four-foot wide parkway strip which would conform to the Livable Beach Boulevard Mobility Plan.

PRIVATE AND COMMON OPEN SPACE – Section 20.230.080 (*Private/Common Open Space*) of the SMC requires that common and private open space equal to 15 percent of the total building area be provided. The total, combined floor area of all 17 units is 26,602 square feet, excluding garages, and therefore the total required area for common open space is 3,990 square feet. Proposed private open space is 3,102 square feet which is comprised of the balconies. Common open space is 4,890 square feet and is comprised of the ground level open space areas and two decks elevated to the height of the second story level. Deck #1 would be located between Buildings 2 and 3 and Deck #2 would be located between Building 3 and the landscaped open space area on the northeast corner of the property. Staff is proposing planning conditions to ensure the use for the common deck areas is controlled in a manner that preserves the quality of life of the residences within the development and the adjacent residences to the east, and does not create a nuisance to the existing businesses and residences within the vicinity. Specifically, staff is recommending Planning Condition No. 33 in Resolution No. 2019-08, which would require the CC&Rs incorporate language requiring quiet hours and limit the use of the deck areas to 8:00 a.m. to 10:00 p.m. daily.

To ensure the open space is designed to be consistent with the conceptual plan, and the water efficiency requirements, staff is proposing Planning Condition No. 9 in Resolution 2019-08 (PPD-787) requiring that final landscape plans consistent with the landscaping depicted on the Conceptual Site Plan be submitted for review and approval prior to issuance of a grading permit.

GENERAL PLAN AND ZONE CHANGE AND MAP AMENDMENTS – The subject site consists of two parcels. The western parcel, adjacent to Beach Blvd. is zoned CG (Commercial General) with a General Mixed-Use Overlay. The eastern parcel is completely land locked with no access to a public street, and is currently zoned RE (Residential Estates). In order for the eastern parcel to be developed consistent with the existing zoning, access to the parcel would need to be provided via the private street, Crager Lane to the north.

If the eastern parcel were to remain as RE zoning and Low Density Residential general plan designation, a maximum of one residential unit would be able to be developed on the site. If this eastern parcel were to be developed consistent with the current general plan and zoning designation, the western parcel would be restricted to 0.59 acres (25,726 square feet). The property would also become nonconforming due to the elimination of the parking that was provided on the eastern site. In addition, the size of the western parcel alone would significantly reduce the development opportunities.

Historically, due to the size and configuration of both parcels, and the shared ownership of the parcels, they have been utilized together for the purposes of the commercial operations on-site. The applicant is proposing to continue the historical combined use with the proposed residential development. In order to accomplish this, an amendment to the General Plan and Zoning maps would be required.

Chapter 20.610 of the Stanton Municipal Code identifies the procedures and required findings to be made in order for the City to authorize an amendment to the General Plan and Zoning Maps. These findings include:

1. The amendment is internally consistent with all other provisions of the General Plan and Zoning Code;
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and
3. If an amendment to the Land Use Element, the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public service utilities, to ensure that the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

In terms of the development opportunity, the western site is zoned CG (Commercial General) with the General Mixed-Use Overlay. The General Mixed-Use Overlay would allow for a residential density between 25 to 45 dwelling units to the acre. The eastern property is currently zoned RE (Residential Estates), which allows for up to two dwelling units per acre. If the density range were applied for each property under the current zoning, one unit would be eligible for the eastern property, and a total of 14 to 27 housing units would be eligible to be developed on the western property. The applicant is requesting to build a total of 17 units combined on both properties. As the total number of units proposed is still within the density range permitted under the General Mixed Use Overlay, and the maximum number of units permitted while maintaining the

separate zoning, the project, inclusive of the up-zoning of the eastern property, the project would be able to be serviced by all utilities, police and fire services, and roadways, as evaluated under the General Plan Environmental Impact Report. As such, there would be no additional improvements necessary to the existing infrastructure to accommodate the new zoning. The project is consistent with the zoning standards for the General Mixed-Use Overlay for both parcels, and no modifications or variances are being requested.

The development is consistent with the Stanton General Plan. The development would implement Strategy LU-3.1.2 to encourage infill and mixed-use development within feasible development sites. The project would be developed on two underutilized properties and provide for a greater range and balance of residential densities. The development would also be consistent with Goal CD-1, which is to promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, which is consistent with the desired vision and image of Stanton. The architectural details and complementary building materials and colors result in a cohesive design which is appropriate for the project's prominent location on Beach Boulevard. In addition, with the construction of a parkway planter on Beach Blvd., the public right-of-way will be improved with an attractive streetscape and enhanced pedestrian atmosphere.

PLANNING COMMISSION MEETING AND PUBLIC COMMENTS – On March 6, 2019, the Planning Commission conducted a duly noticed public hearing to consider the proposed project. Staff presented the staff report, and answered general questions regarding parking requirements and how the project meets the requirements. During the public hearing portion of the meeting, a resident on Bever Pl. spoke. The resident complimented the project, but also identified that he was there to voice the concerns on behalf of his neighbor who lives directly adjacent to the project. These concerns were also formalized in a letter submitted by the adjacent property owner on the east side of the subject property. This letter has been included as an attachment to this report and is part of the record.

The main points of concern and opposition to the project are as follows, along with staff's response:

1. There is a negative impact of high density housing on the value of their property.

No evidence was provided to demonstrate that this project or similar projects have created a negative impact on housing property values. In addition, impact on property values is not a factor designated for consideration in the findings required to be made by the Planning Commission or the City Council when evaluating a project.

2. Other recent developments have created a negative impact on their property including nighttime light glare, additional noise, traffic, airflow, insufficient parking, and property damage due to construction.

Conditions of approval have been incorporated into the project, and will be required to be incorporated into the CC&Rs to address some of these concerns including:

Condition No. 12 in Resolution No. 2019-08 identifying if there is damage to adjacent property that is proved to be caused by the developer, the developer shall repair, or provide compensation to the property owners for the cost to repair the damage.

Condition No. 16 in Resolution No. 2019-08 requiring all exterior lighting to be directed internally and away from the adjacent properties.

Condition No. 17 in Resolution No. 2019-08 setting the perimeter wall height along the perimeter of the property with adjacent residential properties to be 8 feet in height.

Condition No. 33 in Resolution No. 2019-08 limiting the hours of use of the elevated open space areas.

Condition No. 42 in Resolution No. 2019-08 limiting construction hours.

These conditions have been incorporated into the project to address a number of the concerns identified in the public comment letter.

In regards to traffic and parking, the resident refers to insufficient parking in a previous development as a concern for this project. In the referenced Summerglen development, two parking spaces per unit, plus a total of five guest parking spaces have been provided. Since the development of the Summerglen project, the parking regulations have changed to require an increased number of spaces. For 17 units, this project provides a total of 61 parking spaces, or 3.6 spaces per unit. The proposed project also does not have direct access to Bever Pl. as the Summerglen project does, so it is not anticipated that this project would create overflow parking issues.

For traffic concerns, as part of the mitigated negative declaration that was prepared, the traffic analysis identified an additional 124 weekday trips per day would be generated by the project. Forecast project trip generation is less than 0.2 percent of the existing traffic volume on Beach Boulevard of about 71,500 ADT (Average Daily Trips). The study concluded that the project would not create a significant impact on the traffic as it already exists in the area and on Beach Blvd.

3. Traffic concerns including the ability to turn left on Beach Blvd. and U-turns on Beach Blvd. at Bever Pl.

As part of the mitigated negative declaration that was prepared, the traffic analysis conducted indicated that the project would not create a significant

impact on the existing traffic conditions. As with Beach Blvd., unlighted left-turn and u-turn maneuvers have a perception of safety concerns due to the fast paced movement of vehicles, and size of the street. Caltrans identifies the standards for use and maneuvering on Beach Blvd. The concerns regarding this intersection can be shared with Caltrans to consider whether modifications to the existing condition warrant being addressed. However, the inclusion of this project into this existing condition has been evaluated and there were no mitigation measures identified for these areas of concern identified by the resident.

4. Changes requested to the project:
 - a. Relocate the building adjacent to their property (Building #6 on site plan)
 - b. Remove balconies on the rear elevation.
 - c. Raise window heights to increase privacy.
 - d. Restrict exterior lighting.
 - e. Provide an 8 ft. perimeter wall.
 - f. Receive a contract from the developer for compensation of any damage done to their property.
 - g. Remove the ability to perform any U-turns on Beach Blvd. at Bever Pl.

As part of the letter submitted into the record, the applicant requested the items above to be adjusted in the project. Some of these items have been addressed by including additional conditions of approval into the resolutions under consideration.

However, relocation of the Building #6 (as identified on the site plan) would result in the loss of required parking and open space requirements, which would bring the proposed project out of conformance with the zoning regulations. In addition, the removal of the balconies for Building #6 would again bring the project out of conformance. In regards to raising window heights, these windows may be identified as required for egress by the Building Department during building plan check, so this request may not be able to be accommodated.

As identified above, a number of conditions have been incorporated into the resolutions under consideration to address the privacy concerns. These conditions would require an 8 foot tall wall rather than the proposed 6 ft perimeter wall; an increase in the landscaping provided as part of the development, and the maturity of the landscaping planted to provide increased privacy upon installation; and requiring the developer to repair or compensate the property owners for any damage proven to be caused by the developer. These additional conditions will assist in preserving a level of privacy for the existing residents, while allowing for the opportunity of development to move forward.

This letter was discussed during the Planning Commission public hearing, and similar responses to the letter as identified above were provided by staff. At the conclusion of the public hearing, the Planning Commission unanimously voted to recommend the City Council approve the development proposal.

FISCAL IMPACT:

There will be a positive fiscal impact in the terms of park-in-lieu fees and residential development impact fees that will be paid as part of this development if approved.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act, a Mitigated Negative Declaration (MND) has been drafted for this project. The environmental factors that were determined to require mitigation included: Air Quality, Biological Resources, Cultural Resources, Noise, Transportation/Traffic, and Mandatory Findings of Significance. The Notice of Availability for the state-mandated 30-day public review period was released on December 17, 2018. Written comments on the Draft MND (SCH#2018121037) were accepted until January 15, 2019. The City received three letters from stakeholder agencies. Response to comments were drafted and incorporated and have been included as a technical memorandum as part of the MND for consideration. A Mitigation Monitoring Program has also been drafted and incorporated into the document.

PUBLIC NOTIFICATION:

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

STRATEGIC PLAN:

5 – Provide a High Quality of Life

Prepared by:


Rose Rivera
Associate Planner

Reviewed by:


Kelly Hart
Community & Economic
Development Director

Approved by:


Jarad Hildenbrand
City Manager

ATTACHMENTS

- A. Resolution No. 2019-07 - Mitigated Negative Declaration and associated Technical Memorandum
- B. Resolution No. 2019-08 - Precise Plan of Development PPD-787
- C. Resolution No. 2019-09 – Tentative Tract Map TM17-01
- D. Ordinance No. 1087 to adopt ZC17-02 and associated map amendments
- E. Vicinity Map

- F. Color Renderings
- G. Architectural Plans
- H. Tentative Tract Map No. 18107
- I. Written correspondence from public provided at the Planning Commission meeting on March 6, 2019
- J. Mitigated Negative Declaration and Technical Memorandum

RESOLUTION NO. 2019-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON
ADOPTING A MITIGATED NEGATIVE DECLARATION (SCH#2018121037)
AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR
THE DEVELOPMENT OF 17 ATTACHED CONDOMINIUM UNITS LOCATED
AT 11752 BEACH BLVD.**

WHEREAS, on July 6, 2017, Anthony Nguyen, ("Applicant") filed applications for approval of a Precise Plan of Development PPD-787, Tentative Tract Map TM17-01, Zone Change ZC17-02, Amendments to the Zoning and General Plan Maps, and a Mitigated Negative Declaration for the development of a 0.92 acre site located at 11752 Beach Blvd. ("Project Site"), with 17 three-story condominium units and associated site improvements ("Project"); 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, in accordance with State CEQA Guidelines section 15063, the City prepared an Initial Study to determine if the Project could have a significant effect on the environment; and

WHEREAS, based on the information contained in the Initial Study, which concluded that the Project would not have a significant impact on the environment with mitigation incorporated, the City determined that a Mitigated Negative Declaration ("MND") should be prepared for the Project, and an MND was prepared pursuant to CEQA, and the State CEQA Guidelines; and

WHEREAS, in accordance with State CEQA Guidelines section 15072(b), on December 17, 2018, the City mailed a Notice of Intent to Adopt the MND to the Office of Planning and Research and all responsible and trustee agencies and members of the public; and

WHEREAS, as required by State CEQA Guidelines, section 15072(d), on December 17, 2018, the Notice of Intent to Adopt the MND was posted by the Clerk for the County of Orange; and

WHEREAS, during the public comment period, copies of the MND and technical appendices were available for review and inspection at City Hall; and

WHEREAS, pursuant to State CEQA Guidelines section 15073, the MND was circulated for a 30-day review period from December 17, 2018 to January 15, 2019, during which the City received three comment letters from stakeholder agencies; and

WHEREAS, responses were prepared for the comment letters received and transmitted to the commenting agencies, as well as incorporated as a technical memorandum as part of the MND; and

WHEREAS, the proposed MND and Mitigation Monitoring and Reporting Program is attached hereto as Exhibit "A"; and

WHEREAS, on March 6, 2019, the Planning Commission held a duly-noticed public hearing to consider and make a recommendation to the City Council regarding the Project and the MND. At the conclusion of the public hearing, the Planning Commission approved Resolution No. 2473, recommending approval of the MND to the City Council; and

WHEREAS, on March 26, 2019, the City Council held a duly-noticed public hearing to consider the Project and MND; and

WHEREAS, at the City Council public hearing, members of the public were afforded an opportunity to comment upon the Project and the MND; and

WHEREAS, as contained herein, the City Council has endeavored in good faith to set forth the basis for its decision on the Project; 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 MND, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project, as well as feasible mitigation measures, have been adequately evaluated; and

WHEREAS, the MND prepared in connection with the Project sufficiently analyzes the feasible mitigation measures necessary to avoid or substantially lessen the Project's potentially significant environmental impacts; and

WHEREAS, the 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, MND, and Mitigation Monitoring and Reporting Program, and all oral and written evidence presented to it during the hearing; and

WHEREAS, the MND 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, no comments made in the public hearings conducted by the City Council and no additional information submitted to the City Council have produced substantial new information

requiring recirculation of the MND or additional environmental review of the Project under State CEQA Guidelines section 15073.5; 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: Recitals. 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: CEQA. As the hearing body for the Project, the City Council has reviewed and considered the information contained in the MND, Initial Study, comments received, and other documents contained in the administrative record for the Project. The City Council finds that the MND, Initial Study and administrative record contain a complete and accurate reporting on the environmental impacts associated with the Project. The City Council further finds that the MND and Initial Study have been completed in compliance with CEQA, and the State CEQA Guidelines.

SECTION 3: Findings on Environmental Impacts. Based on the whole record before it, including the MND, Initial Study, the administrative record and all other written and oral evidence presented to the City Council, the City Council finds that all environmental impacts of the Project are either less than significant or can be mitigated to less than significant levels pursuant to the mitigation measures outlined in the MND, the Initial Study and the Mitigation Monitoring and Reporting Program. The City Council further finds that there is no substantial evidence in the administrative record supporting a fair argument that the Project may result in any significant environmental impacts. The City Council finds that the MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of the City.

SECTION 4: Wildlife Resources. Pursuant to Fish and Game Code section 711.4(c), all project applicants and public agencies subject to CEQA shall pay a filing fee for each proposed project, as specified in subdivision 711.4(d) for any adverse effect on wildlife resources or the habitat upon which wildlife depends unless a "no effect" finding is made by the California Department of Fish and Game. This fee is due and payable as a condition precedent to the County Clerk's filing of a Notice of Determination.

SECTION 5: Adoption of the Mitigated Negative Declaration. The City Council hereby adopts the MND.

SECTION 6: Adoption of Mitigation Monitoring and Reporting Program. The City Council hereby adopts the Mitigation Monitoring and Reporting Program prepared for the Project and incorporated in the MND, and attached hereto as Exhibit "A".

SECTION 7: Location and Custody of Records. 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 8. Certification. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

ADOPTED, SIGNED AND APPROVED by the City Council of the City of Stanton at a regular meeting held on March 26, 2019 by the following vote, to wit:

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-07 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 March 26, 2019 and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

RESOLUTION NO. 2019-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING PRECISE PLAN OF DEVELOPMENT PPD-787 FOR THE DEVELOPMENT OF A HOUSING SUBDIVISION CONSISTING OF THE CONSTRUCTION OF 17 THREE-STORY ATTACHED CONDOMINIUM UNITS FOR THE PROPERTY LOCATED AT 11752 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH THE GENERAL MIXED-USE OVERLAY, AND THE RE (RESIDENTIAL ESTATE) ZONE

WHEREAS, on July 6, 2017, Anthony Nguyen, ("Applicant") filed applications for approval of a Precise Plan of Development PPD-787, Tentative Tract Map TM17-01, Zone Change ZC17-02, Amendments to the Zoning and General Plan Maps, and a Mitigated Negative Declaration for the development of a 0.92 acre site located at 11752 Beach Blvd. ("Project Site"), with 17 three-story condominium units and associated site improvements ("Project"); and

WHEREAS, an Initial Study and a Mitigated Negative Declaration (SCH#2018121037) were prepared based on the information received from the applicant as part of the application submittal and in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15071, commencing the environmental review process and preparation of a Mitigated Negative Declaration; and

WHEREAS, the Mitigated Negative Declaration analyzed impacts related to the proposed zone change and map amendments, and development proposal including Precise Plan of Development PPD-787 and Tentative Tract Map TM17-01; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was filed and a copy of the Mitigated Negative Declaration was circulated between December 17, 2018 and January 15, 2019; and

WHEREAS, on March 6, 2019, the Planning Commission of the City of Stanton conducted a duly noticed public hearing concerning the request to approve Precise Plan of Development PPD-787 to develop 17 attached condominium units, including a private street, and private and common open space for the property located at 11752 Beach Blvd.; and

WHEREAS, at the conclusion of the public hearing, the Planning Commission unanimously voted to recommend the City Council approve Precise Plan of Development PPD-787; and

WHEREAS, on March 26, 2019, the City Council of the City of Stanton conducted a duly noticed public hearing concerning the request to approve Precise Plan of Development PPD-787 to develop 17 condominium units, including a private street, and private and common open space for the property located at 11752 Beach Blvd.; 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, 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: The City Council has reviewed and considered the information contained in the MND, Initial Study, comments received, and other documents contained in the administrative record for the Project. The Planning Commission finds that the MND, Initial Study and administrative record contain a complete and accurate reporting on the environmental impacts associated with the Project and that the MND, and Initial Study have been completed in compliance with CEQA, and the State CEQA Guidelines.

SECTION 3: That in accordance with the requirements as set forth in Section 20.530.050 of the Stanton Municipal Code:

- A. The project site is located within the CG (General Commercial) zone with a General Mixed Use Overlay and the RE (Residential Estate) zone. In accordance with the standards of Chapter 20.230 *Mixed Used Overlay Zones*, the proposed development, which consists of single-family attached homes are a permitted use, subject to approval of a precise plan of development, a tentative map, a zone change, and general plan and zoning map amendments; and
- B. The project is designed so that:
 - i. The project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property. The project includes the construction of 17 attached condominium units. Conditions of approval have been included to ensure that during the construction phase, appropriate measures are taken to minimize the impacts of the construction activities on the neighboring properties. In addition, the proposed site design incorporates a safe and convenient pedestrian scaled sidewalk along the full perimeter of the site, and the project has been designed to ensure appropriate parking has been provided on the property, and not impact residential streets in the vicinity of the project. Conditions have also been included and must be incorporated into the CC&Rs to ensure compatibility with surrounding uses.
 - ii. The elevations of the development are based on traditional Mediterranean themes. Each building has similar architectural features including: s-type concrete tile roofs; earth tone stucco walls; variations in wall plane depth; decorative attic vents; window ledges; wood or stucco trim; and faux wood shutters. A high level of detail is proposed on all elevations of each structure, insuring that the homes provide a lasting, attractive visual presence both outward to the surrounding community and inward to the proposed development. To

further enhance the aesthetic quality of the development, the entry into the development would be enhanced with decorative interlocking pavers.

- iii. The structures and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site. The project development would add six three-story condominium buildings to a neighborhood consisting of commercial and residential uses. The surrounding vicinity consists of a mixture of single, two- and three-story commercial and residential structures. Residences to the southeast of the site are two stories, residences east and northeast of the site are one story, and approximately 0.25 miles north of the subject site residences in Stanton Plaza consist of three-story condominium units. Along Beach Blvd. there is a mix of single, two and three-story building near the project site and therefore the proposed structures would be suitable for the proposed site.
 - iv. The site plan is consistent with the City's Design Standards and Guidelines. The City of Stanton has not approved Design Standards and Guidelines. However, Figure 2-1 (Example Development within General Mixed-Use Overlay Zone) in Section 20.230.030 of the SMC provides pictorial examples of development that would be consistent within the GLMX overlay zone. The development would be consistent with this general design palette by using similar architectural materials and enhancements and by focusing on building articulation along Beach Blvd.
- C. The project would meet all requirements of the SMC, including Title 20 (Zoning), Title 16 (Buildings and Construction) and all other applicable City regulations and policies. The development complies with the regulations within Chapter 20.230 (Mixed Use Overlay Zones), specifically the development standards for the GLMX (General Mixed Use) zone. The development provides the minimum required off-street parking identified in Chapter 20.320 (Off-Street Parking and Loading Standards). The project is conditioned to comply with Title 16 (Building and Construction) and all other applicable City regulations and policies. With approval of the precise plan of development, tentative map, and zone change, the development would be in full compliance with the municipal code and all other city regulations and policies.
- D. Efficient site layout and design; adequate yards, spaces, walls, and fences, parking, loading, and landscaping that fit within neighboring properties and developments. The development consists of 17 condominium units. This requires a total of 34 covered parking spaces and 27 uncovered parking spaces on-site which is inclusive of the required guest parking, which is at a rate of one space per every three units. A shared common driveway provides safe vehicle maneuvering by allowing vehicles to exit the site without the need to back into a public street. The development provides landscaping throughout the project area and a large landscaping area along the front setback of the property.

- E. Compatible and appropriate scale to neighboring properties and development; appropriate relationship to land use and development of adjacent properties, including topographic and other physical characteristics of the land. The development is for the construction of 17 condominium units, a private street, private and common open space, and associated site improvements. As proposed, the development meets the minimum required setbacks, is less than the maximum height permitted, and is less than the maximum building lot coverage permitted. The topography of the land and adjacent areas is generally flat, and the new development would not create a significant topographical difference in property heights. The surrounding vicinity is a mixture of single and two-story residential structures, with a three-story condominium project within proximity of the site along Beach Blvd. The height of the proposed homes is 32'9", which is consistent with the heights of recent mixed use residential developments. As such, the proposed development would be compatible in height and massing with surrounding properties.
- F. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and ensure compatibility in design where designed; compatible in color, material, and composition of the exterior elevations to neighboring visible structures; harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and monotonous repetition. The elevations of the development have similar architectural features including: s-type concrete tile roofs; earth tone stucco walls; variations in wall plane depth; decorative attic vents; window ledges; wood or stucco trim; and faux wood shutters. A high level of detail is proposed on all elevations of each structure, insuring that the homes provide a lasting, attractive visual presence both outward to the surrounding community and inward to the proposed development. To further enhance the aesthetic quality of the development, the entry into the development would be enhanced with decorative interlocking pavers. The elevation fronting Beach Blvd. is designed in such a way to provide a pedestrian interface with the use of stoops and porches that project into the front setback to enhance entrances. The front setback is softened with enhanced landscaping and a parkway strip which would conform to the Livable Beach Boulevard Mobility Plan.
- G. The development is consistent with the Stanton General Plan. The development would implement Strategy LU-3.1.2 to encourage infill and mixed-use development within feasible development sites. The project would be developed on two underutilized properties and provide for a greater range and balance of residential densities. The development would also be consistent with Goal CD-1, which is to promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, which is consistent with the desired vision and image of Stanton. The architectural details and complementary building materials and colors result in a cohesive design which is appropriate for the project's prominent location on Beach Boulevard. In addition, with the construction of a parkway planter on Beach Blvd., the public right-of-way will be improved with an attractive streetscape and enhanced pedestrian atmosphere.

SECTION 4: That based upon the above findings, the City Council approves Precise Plan of Development PPD-787 for the construction of 17 condominium units along with a private street, common landscape areas, common and private open space areas and guest parking, for the property located at 11752 Beach Blvd., subject to the following Conditions:

A. That all conditions of the Planning Division be met, including, but not limited to, the following:

1. Precise Plan of Development (PPD-787) shall terminate if Tentative Tract Map (TM17-01) is allowed to expire or the Final Map is not filed in a timely manner.
2. Precise Plan of Development (PPD-787) shall terminate if Zone Change (ZC17-02) is denied or allowed to expire.
3. The project/use shall be constructed, developed, used, operated and permanently maintained in accordance with the terms of the application, plan drawings submitted and conditions imposed in this Resolution of Approval and the Resolutions of Approval for Tentative Tract Map (TM17-01) and Zone Change (ZC17-02).
4. The development and/or use shall be in conformity with all applicable provisions of the SMC and shall conform to the requirements of the Subdivision Map Act, as applicable.
5. The Tract Map shall be finalized and recorded with the County and the City of Stanton's Engineering Department prior to issuance of Building Permits.
6. The Applicant(s)/Owner(s) shall apply for an address change for each unit before issuance of building permits.
7. Low-water use landscaping shall be installed and permanently maintained in a neat and orderly manner in the area indicated in the approved Site Plan and Preliminary Landscape Plan. Each planter area shall be enclosed with raised minimum 6-inch concrete curbing and shall be provided with an automatic sprinkler system that shall guarantee an adequate supply of water to fulfill the intent of continual plant maintenance.
8. The Applicant(s)/Owner(s) shall plant 36-inch box trees along the eastern property line and trees shall be identified in the Final Landscape Plan. The tree species shall be identified in the Final Landscape Plan. A sufficient number of trees shall be provided to ensure at maturity, the full tree canopy extends across the entire length of the eastern property line.
9. Final Landscape and Irrigation Plans with all required water efficiency calculations and certifications must be submitted in compliance with the Water Efficient Landscape Ordinance and in accordance with Chapter 20.315 of the SMC.

10. A 4-foot wide parkway strip and 6-foot wide sidewalk shall be constructed in compliance with the Livable Beach Blvd. Mobility Plan.
11. All landscaping areas shall be installed and planted prior to the issuance of a certificate of occupancy.
12. If any trees or vegetation, or other property and improvements on the adjacent properties are damaged by the Applicant(s)/Owners(s) during any portion of the demolition and construction process, the damaged property must be repaired at the cost of the Applicant(s)/Owner(s).
13. The private street shall be constructed to the satisfaction of the City Engineer.
14. The guest parking spaces shall be posted with a sign or painted on the paved surface. All entrances, exits, and aisles shall be clearly indicated and such other devices provided as may be necessary to ensure safe movement of vehicles.
15. Six (6) guest parking spaces shall be permanently provided and accessible at all times.
16. All exterior lighting shall be kept at a reasonable level of intensity and directed away from adjacent properties and public streets to minimize glare.
17. The Applicant(s)/Owner(s) shall install an eight-foot (8') block wall along the eastern property line.
18. Proposed perimeter and interior walls/fences shall comply with Chapter 20.310 of the SMC and material shall be approved by the Planning Division. The perimeter wall shall be decorative in nature as approved by the Community Development Director.
19. If any perimeter wall that is proposed to remain that is damaged by the Applicant(s)/Owners(s) during any portion of the demolition and construction process, the damaged property must be repaired at the cost of the Applicant(s)/Owner(s).
20. All perimeter walls must satisfy the traffic visibility area requirements as outlined in Section 20.305.100 of the SMC.
21. A will-serve letter from CR&R shall be submitted to the Planning Division prior to issuance of building permits.
22. All utilities within the development including electrical and/or cable TV service, shall be installed underground in compliance with the SMC.
23. Any utilities required to be placed above ground (i.e. transformer, etc.) shall not be placed within the area designated to meet the requirement for common open spaces. They must also be screened with a decorative screening mechanism as approved by the Community Development Director.

24. All required school impact fees shall be paid prior to issuance of building permits.
25. All required park In-lieu fees shall be paid prior to the issuance of building permits. The required fees for single-family dwelling units (attached and detached) are \$11,173.00 per unit.
26. All required sewer connection fees shall be paid prior to the issuance of building permits.
27. All required residential impact fees shall be paid prior to issuance of building permits. The required fee for mixed-use residential units is \$1,049 per unit.
28. CC&R's, Articles of Incorporation and By-Laws for the homeowner's association shall be reviewed and approved by the City Staff and the City Attorney, and the California Bureau of Real Estate (CalBRE) prior to recordation and issuance of Certificate of Occupancy.
29. The Applicant shall provide the Planning Division proof of review and approval of the CC&R's by the CalBRE prior to recordation. A copy of the recorded CC&R's shall be submitted to the Planning Division prior to the release of utilities.
30. The CC&R's shall specifically dictate responsibilities between the homeowners association and private property owners for the maintenance, both interior and exterior, of all buildings, plumbing and electrical facilities.
31. The CC&R's shall specifically dictate responsibilities between the homeowners association and private property owners for the maintenance of the common and private open space areas.
32. The CC&R's shall prohibit the removal of the common open space areas as approved by on the Site Plan.
33. The CC&R's shall identify quiet hours and limit the use of the deck areas to 8:00 a.m. to 10:00 p.m. daily.
34. The CC&R's shall specifically identify all exclusive use easement areas and dictate the responsibilities between private property owners and the homeowners association.
35. CC&R's shall include a restriction that all garages be maintained for the parking of vehicles. Two vehicles shall be able to be parked within each garage at all times.
36. CC&R's shall include a provision that requires a minimum of 27 open spaces to be continually maintained.

37. An annual affidavit from the Homeowners Association (HOA) must be provided to the City on a yearly basis that identifies that the garages and open parking spaces are being used and open for parking purposes as required per this resolution.
38. CC&R's shall include a provision as to the use and maintenance of guest parking spaces, driveways, common open space and restricted open space. Guest parking spaces are to be used by guests only and are not for use by residents. Long term parking of more than 72 hours is also prohibited in guest parking spaces. Movement of a vehicle directly from one guest parking space to another shall not constitute a break in the 72 hour regulation.
39. The CC&R's shall contain provisions prohibiting overnight vehicular parking and/or storage of recreational vehicles on the site.
40. CC&R's shall prohibit parking and any type of obstruction of the required fire access lanes.
41. CC&R's shall prohibit the construction of additional entries/exits into individual residences.
42. No person or vehicle machinery related to the construction of the project shall be on the property or adjacent public rights-of-way prior to 7:30 a.m. No construction activities shall occur until 8:00 a.m. Monday through Saturday. Construction activities are strictly prohibited on Sundays and federal holidays. All construction activities shall cease by 7:00 p.m. Monday through Saturday. The Public Works Director or the Community Development Director may further restrict the days per week and hours of construction based on substantiated complaints received from surrounding neighbors and/or require an onsite inspector to be paid for by the Applicant(s)/Owner(s) (1-4 hour minimum charge per day).
43. Any color scheme or material alterations from those approved by the Planning Commission must be approved through the Community Development Director.
44. Any changes to the approved plans, which occur through Building plan check must be previously approved by authorized Planning staff.
45. Any deviations to the approved Tract Map, Site Plan, Floor Plans, Elevations and Landscape Plan must first be approved by the Planning Division. Any approval by the Building Division does not constitute approval by the Planning Division.
46. Any deviations from the approved Tract Map, Site Plan, Floor Plans, Elevations, and Landscape Plan must be identified on each submittal to the Building Division.
47. Prior to initiation of any work in the public right-of-way, an encroachment permit must be obtained from the Engineering Division.

48. The Applicant shall acknowledge the conditions of approval as adopted by the City Council. Such acknowledgment shall be in writing and received by the City within 30 days of approval by the City Council. In addition, the Applicant shall record the Conditions of Approval in the Office of the County Recorder. Proof of recordation shall be provided to the Planning Division prior to Certificate of Occupancy.
49. THERE SHALL BE NO RELEASE OF UTILITIES IN CONNECTION WITH THIS PERMIT UNTIL ALL STANDARD AND/OR SPECIAL PLANNING, ENGINEERING, BUILDING, AND FIRE CONDITIONS HAVE BEEN COMPLETED TO THE SATISFACTION OF THE CITY OF STANTON.
50. The Applicant(s)/Owner(s) shall indemnify, protect, defend, and hold the City of Stanton, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all allegations, claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, legislative bodies, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval or finding issued by the City and/or any of its officials, officers, employees, agents, legislative bodies, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the Modified Project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant(s)/Owner(s) shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant(s)/Owner(s) of any Action brought and City shall cooperate with applicant in the defense of the Action.
51. The Applicant(s)/Owner(s) or successor in interest shall be the real party in interest and shall assume primary responsibility for the defense of any legal action or proceeding commenced against the City to challenge the City's approval of Precise Plan of Development (PPD-787) and/or other City approvals related to Precise Plan of Development (PPD-787). The Applicant(s)/Owner(s) or successor in interest shall reimburse the City for all reasonable Attorneys' fees and other reasonable costs incurred by the City in defending such action or proceeding.
52. By accepting approval of Precise Plan of Development (PPD-787), subject to the conditions set forth herein, the Applicant(s)/Owner(s) or successor in interest shall be deemed to have agreed to the terms and conditions set forth herein and the City shall

have the right to enforce in its sole discretion such terms and conditions by pursuing any and all available legal and equitable remedies.

53. As a condition of issuance of this approval, the applicant shall agree, at its sole cost and expense, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third-party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this project. The City agrees to promptly notify the applicant of any such claim filed against the City and fully co-operate in the defense of any such action. The City may, at its sole cost and expense, elect to participate in the defense of any such action under this condition.

B. That all requirements of the Building Division be met, including but not limited to the following:

1. Prior to start of any work, any improvements, including new buildings, additions to, alterations to, repairs to, removal of the existing structure(s) electrical systems, plumbing systems (including Process Piping) and/or mechanical systems within or outside of the existing buildings/space(s) requires a building, electrical, plumbing and or mechanical permit in accordance with Section 105 of the California Building Code, Plumbing, Electrical and Mechanical Codes. If any proposed changes include these items an application with the following documents and plans, shall be filed with the Building Division for the required permits as follows:
 - a. Three (3) complete sets of Architectural, Structural, Mechanical, Electrical, and Plumbing plans including a site plan, wet signed and sealed by a licensed design professional. The site plan shall demonstrate a complying path of travel and accessible parking and show all existing and proposed utilities. Architectural plans shall include an exit analysis and the layout of all manufacturing equipment, processed piping, appliances, counters and cabinets, reflected ceiling plans, furnishings and accessible restrooms with all applicable accessible details. Mechanical plans shall include duct and all equipment data. Plumbing plans shall include isometric drawings of the gas, water and sanitary sewer waste and vent systems. Electrical plans shall include a single line, panel schedules, lighting and power plan.
 - b. All plans shall be designed in conformance with the 2016 California Building Code, 2016 California Plumbing Code, 2016 California Mechanical Code, the 2016 California Electrical code, 2016 Green Building Standards, 2016 Title 24 Energy Code, 2016 California Fire Code and City of Stanton Municipal code and amendments.
 - c. Title 24 Energy calcs must be signed by the design professional and preparer and shall be printed in the sets.
 - d. Green sheets shall be provided in the sets in compliance with the 2016 California Green Building Standards Code.

2. All structures shall be fully sprinklered.
3. Provide South Coast Air Quality Management District checklist with plan submittal to determine whether construction or business operations will require an air quality permit by the SCAQMD.
4. Prior to any demolition and issuance of a demolition permit, an asbestos report shall be submitted to the city of Stanton Building Division with a clearance letter from the South Coast Air Quality Management District (SCAQMD).
5. Suggest relocating the BBQ to the open area at the northeast corner of the lot. Smoke and grease laden vapors may accumulate under the proposed roof deck #1.
6. Each residential unit shall be designed with EV ready charging stations, 2016 CBSC Section 4.106.4. A minimum of 3% of the total parking for all types of parking facilities shall be EV Ready. Not less than one EV ready charging space for future EV chargers shall be available for all residences and at least one shall be on an accessible route or adjacent to an accessible parking space, 2016 CBSC Section 4.106.4.2.
7. Each residential unit shall be designed for solar ready service for future solar panels in all multi-family dwellings in accordance with the 2016 California Energy Code Section 110.10(b) through 110.10(e).
8. Designate a common area for accessible recycling area on the site.

Building conditions for approval will include the following OCFA conditions:

Plans need to show compliance with the 2016 California Building Code (CBC), 2016 California Fire Code (CFC), NFPA standards, and local amendments.

- C. That all requirements of the Engineering Division be met, including but not limited to the following:**

General

1. Applicant shall submit Improvement Plans prepared by a Registered Civil Engineering for public works (off-site) improvements. Plan check fees shall be paid in advance.
2. Public works encroachment permit shall be taken out for all work in the public right-of-way prior to start of work. All work shall be done in accordance with Caltrans' standards and to the satisfaction of the Caltrans and City Inspector and completed before issuance of Certificate of Occupancy. Please obtain approval from Caltrans for the new driveway location.
3. All existing off-site improvements (sidewalk, curb & gutter, driveways, and street paving) at the development site which are in a damaged condition or demolished due to the proposed work shall be reconstructed to the satisfaction of the City Engineer. When reconstructing full width sidewalk, curb & gutter, and driveways shall be fully

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improved. Structural sections of the street pavement shall be reconstructed per the requirements of an approved pavement rehabilitation report prepared by a Registered Civil Engineer.

4. No construction materials or construction equipment shall be stored on public streets.
5. All trucks hauling materials in and out of the project site shall be subject to restricted time and days of operation and truck route as determined by the City Engineer.
6. Hours of work, including demolition and construction, shall be Monday through Friday 7:30 am to 4:30 pm with no work performed on weekends or holidays unless otherwise approved by the City Engineer.
7. Applicant shall pay sewer connection fees to the City for connection to the City/County sewer system, if applicable.
8. Applicant is required to complete the "WQMP Priority Determination Form for New Development and Significant Redevelopment."

Additional

1. An on-site grading and drainage plan shall be prepared and submitted to the City Engineer for approval. Plan shall be 24" X 36", ink on mylar, with elevations to nearest 0.01 foot, scale 1"=10'. Plan shall be prepared by Registered Civil Engineer. Public works improvements may be shown on this plan. Grading plan check fees must be paid in advance.
2. Pad certification by the Design Civil Engineer and Soil Engineer is required prior to the issuance of building permit.
3. Soils Report, Hydrologic and Hydraulic calculations demonstrating adequate site drainage from a 10-year return frequency storm prepared by a Registered Civil Engineer shall be submitted with the Grading Plan.
4. Applicant is required to complete the "WQMP Priority Determination Form for New Development and Significant Redevelopment."
5. Traffic impact fees may be assessed by the City Engineer if applicable.

D. That all requirements of the Orange County Fire Authority be met, including but not limited to the following:

1. The applicant or responsible party shall submit the plans listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.

Prior to issuance of a building permit, if a grading permit is not required:

- Fire master plan (service code PR 145)

Prior to issuance of a building permit:

- Architectural (service codes PR200-PR285), when required by the OCFA "Plan Submittal Criteria Form"
- Fire sprinkler system (service codes PR 400-465)

ADOPTED, SIGNED AND APPROVED by the City Council of the City of Stanton at a regular meeting held on March 26, 2019 by the following vote, to wit:

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-08 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 March 26, 2019 and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

RESOLUTION NO. 2019-09

A RESOLUTION OF THE CITY OF STANTON, CALIFORNIA RECOMMENDING THE CITY COUNCIL APPROVE TENTATIVE TRACT MAP 18107 (TM17-01) TO SUBDIVIDE A LEGAL PARCEL (0.92 ACRES) FOR CONDOMINIUM PURPOSES FOR THE DEVELOPMENT OF 17 THREE-STORY ATTACHED CONDOMINIUM UNITS FOR THE PROPERTY LOCATED AT 11752 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH THE GENERAL MIXED-USE OVERLAY, AND THE RE (RESIDENTIAL ESTATE) ZONE

WHEREAS, on March 6, 2019, the Planning Commission of the City of Stanton conducted a duly noticed public hearing concerning the request to approve Tentative Tract Map 18107 (TM17-02), for the subdivision a 0.92 acre legal parcel located at 11752 Beach Blvd. to develop 17 three-story attached condominium units for condominium purposes; and

WHEREAS, at the conclusion of the public hearing, the Planning Commission unanimously voted to recommend the City Council approve Tentative Tract Map 18107 (TM17-01); and

WHEREAS, on March 26, 2019, the City Council of the City of Stanton conducted a duly noticed public hearing concerning the request to approve Tentative Tract Map 18107 (TM17-01), for the subdivision a 0.92 acre legal parcel located at 11752 Beach Blvd. to develop 17 three-story attached condominium units for condominium purposes; 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, an Initial Study and a Mitigated Negative Declaration were prepared based on the information received from the applicant as part of the application submittal and in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15071, commencing the environmental review process and preparation of a Mitigated Negative Declaration; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was filed and a copy of the Mitigated Negative Declaration was circulated between December 17, 2018 and January 15, 2019; and

WHEREAS, the Mitigated Negative Declaration analyzed impacts related to the proposed zone change and map amendments, and development proposal including Precise Plan of Development PPD-787, Zone Change ZC17-02 and Tentative Tract Map TM17-01; 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, 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, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1: That in accordance with the requirements as set forth in Section 19.10.100 and 19.10.110 of the Stanton Municipal Code:

- A. The proposed map, in conjunction with the proposed zone change, is consistent with the City's General Plan designation of General Mixed Use Overlay district for the subject properties. In terms of density, the proposed project would be constructed at an 18 dwelling unit per acre ratio. The General Mixed Use (GLMX) Overlay allows for a target density range of 25-45 dwelling units per acre. This density is consistent with the General Plan, which allows for up to 45 dwelling units per acre. The development is consistent with the Stanton General Plan. The development would implement Strategy LU-3.1.2 to encourage infill and mixed-use development within feasible development sites. The project would be developed on two underutilized properties and provide for a greater range and balance of residential densities. The development would also be consistent with Goal CD-1, which is to promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, which is consistent with the desired vision and image of Stanton. The architectural details and complementary building materials and colors result in a cohesive design which is appropriate for the project's prominent location on Beach Boulevard. In addition, with the construction of a parkway planter on Beach Blvd., the public right-of-way will be improved with an attractive streetscape and enhanced pedestrian atmosphere.
- B. The proposed map and project design, with the approval of a zone change and associated applications, would comply with the General Mixed Use (GLMX) Overlay zone which would allow for a residential condominium development.
- C. The site is physically suitable for the proposed type and density of development. The site is large enough to accommodate the proposed residential units, parking is sufficient to meet the needs of the proposal, street access, turning radius, private and common open space areas, and emergency vehicle access. The development would be a permitted use in the GLMX Overlay zone.
- D. The requirements of the California Environmental Quality Act have been satisfied. In accordance with the requirements of the California Environmental Quality Act, a Mitigated Negative Declaration (MND) has been drafted for this project. The environmental factors that were determined to require mitigation included: Air Quality, Biological Resources, Cultural Resources, Noise, Transportation/Traffic, and Mandatory Findings of Significance. The Notice of Availability for the state-mandated 30-day public review period was released on December 17, 2018. Written comments on the Draft

MND (SCH#2018121037) were accepted until January 15, 2019. The City received three letters from stakeholder agencies. Response to comments were drafted and incorporated and have been included as a technical memorandum as part of the MND for consideration. A Mitigation Monitoring Program has also been drafted and incorporated into the document.

- E. The design of the proposed subdivision will not conflict with easements of record or established by court judgment, acquired by the public at-large, for access through or use of the property. Upon review of the project by the Engineering Department, there is no known conflict with any easements, or rights-of-way as there are no known easements on the property.
- F. Design and improvement of the proposed subdivision will not cause substantial environmental damage, serious public health problems, or substantial and avoidable injury to fish and game. Based on the initial study completed for this development, the project would not cause substantial damage, serious public health problems, or substantial unavoidable injury to fish and wildlife. There is no recorded habitat or endangered species in the City, there are no waterways, canals, or streams in or within the surrounding area of the project that would affect fish and wildlife, there are no known hazardous materials located within the project site, and the site is not registered as a Superfund Site with the EPA.
- G. The proposed project will not result in the discharge of waste into an existing community sewer system that would result in or add to a violation of existing requirements of the Santa Ana Regional Water Quality Control Board. A Preliminary Water Quality Management Plan was drafted for the project. As part of the WQMP, filtration devices and bioswales would be utilized to ensure all water within the project remains on-site and there would be no expected discharge into the sewer system or storm drain.

SECTION 2: The City Council has reviewed and considered the information contained in the MND, Initial Study, comments received, and other documents contained in the administrative record for the Project. The Planning Commission finds that the MND, Initial Study and administrative record contain a complete and accurate reporting on the environmental impacts associated with the Project and that the MND, and Initial Study have been completed in compliance with CEQA, and the State CEQA Guidelines.

SECTION 3: The City Council hereby finds that all of the facts, findings and conclusions set forth above in this Resolution are true and correct.

SECTION 4: That based upon the above findings, the City Council recommends that the City Council approve Tentative Tract Map 18107 (TM17-01) to subdivide a 0.92-acre legal parcel for condominium purposes for the development of 17 three-story attached condominium units, with common and private open space, subject to the conditions of approval for PPD-787 and ZC17-02 for the property located at 11752 Beach Blvd. in the CG (Commercial General) zone with the General Mixed-Use Overlay and the RE (Residential Estate) zone subject to the following conditions:

- A. That all conditions of the Planning Division be met, including, but not limited to, the following:**
1. All applicable conditions of approval for PPD-787 and ZC17-02 shall be required for Tentative Tract 18107 (TM17-01).
 2. The development and/or use shall be in conformity with all applicable provisions of the Stanton Municipal Code and shall conform to the requirements of the Subdivision Map Act, as applicable.
 3. The applicant shall submit CC&R's and/or maintenance agreement for approval by the Planning Division prior to issuance of Certificate of Occupancy.
- B. That all requirements of the Engineering Division be met, including but not limited to the following:**

General

1. Applicant shall submit Improvement Plans prepared by a Registered Civil Engineering for public works (off-site) improvements. Plan check fees shall be paid in advance.
2. Public works encroachment permit shall be taken out for all work in the public right-of-way prior to start of work. All work shall be done in accordance with Caltrans' standards and to the satisfaction of the Caltrans and City Inspector and completed before issuance of Certificate of Occupancy. Please obtain approval from Caltrans for the new driveway location.
3. All existing off-site improvements (sidewalk, curb & gutter, driveways, and street paving) at the development site which are in a damaged condition or demolished due to the proposed work shall be reconstructed to the satisfaction of the City Engineer. When reconstructing full width sidewalk, curb & gutter, and driveways shall be fully improved. Structural sections of the street pavement shall be reconstructed per the requirements of an approved pavement rehabilitation report prepared by a Registered Civil Engineer.
4. No construction materials or construction equipment shall be stored on public streets.
5. All trucks hauling materials in and out of the project site shall be subject to restricted time and days of operation and truck route as determined by the City Engineer.
6. Hours of work, including demolition and construction, shall be Monday through Friday 7:30 am to 4:30 pm with no work performed on weekends or holidays unless otherwise approved by the City Engineer.
7. Applicant shall pay sewer connection fees to the City for connection to the City/County sewer system, if applicable.

8. Applicant is required to complete the "WQMP Priority Determination Form for New Development and Significant Redevelopment."

Additional

1. An on-site grading and drainage plan shall be prepared and submitted to the City Engineer for approval. Plan shall be 24" X 36", ink on mylar, with elevations to nearest 0.01 foot, scale 1"=10'. Plan shall be prepared by Registered Civil Engineer. Public works improvements may be shown on this plan. Grading plan check fees must be paid in advance.
2. Pad certification by the Design Civil Engineer and Soil Engineer is required prior to the issuance of building permit.
3. Soils Report, Hydrologic and Hydraulic calculations demonstrating adequate site drainage from a 10-year return frequency storm prepared by a Registered Civil Engineer shall be submitted with the Grading Plan.
4. Traffic impact fees may be assessed by the City Engineer if applicable.

Tract Subdivision Improvements

1. All survey monuments destroyed shall be replaced and tied out in conformance with the County of Orange Surveyor's requirements.
2. The private drive entrance, private drives, and end of private drive turn-around areas of the Property shall be approved by the Orange County Fire Authority.
3. All grading, drainage, storm drain construction, private street or drive improvements, utility installation, landscaping, irrigation, and all other Subdivision improvements shall meet the City of Stanton standards.
4. The Final Map, when submitted to the City for approval, shall be prepared by, or under the direction of, a California registered civil engineer licensed to survey or a licensed land surveyor.
5. At the time of filing of the Final Map with the City for approval the Subdivider shall provide a Preliminary Title Report dated not more than 30 days prior to the filing date. In addition to other items the Preliminary Title Report shall show in what name the ownership of the property is held, show all trust deeds including the name of the trustees, show all easements and names of easement holders, show all fee interest holders, and show all interest holders whose interest could result in a fee ownership. The title company account for this title report shall remain open until the Final Map is recorder.
6. All right-of-way, easements, abandonments, and vacations shall be shown on the Final Map. Public right-of-way shall be dedicated to the City in fee simple absolute. The

purpose, use, and holder of the easement rights for all easements shall clearly be stated on the final map.

7. At the time of filing the Final Map to the City for approval the Subdivider shall also submit for approval of the City a Subdivision Agreement between the Subdivider and the City properly executed by the Subdivider, including appropriate bonds and insurance, which sets forth the requirements and responsibilities of both the City and the Subdivider relative the subdivision being created.
8. Pursuant to the regulations of the Subdivision Map Act all required off-site and public improvements shall be completed prior to the recordation of the final map, or in lieu thereof, be financially secured by surety bonds, to be held by the City, issued to ensure that all the improvements will be completed in a timely manner. Bond amounts shall be determined by the City. Subdivider shall provide a 100% Performance Bond, a 50% Labor and Materials Bond, a 50% Warranty Bond, and insurance coverage per City requirements.
9. At the time of filing of the Final Map with the City for approval the Subdivider shall submit to the City plans and specifications and cost estimates for all improvements including, but not limited to, public and private street rights-of-way, drainage easements, culverts, drainage structures and drainage channels, water lines, sewer lines, utility lines, and other required and necessary improvements. All improvement plans, specifications, and cost estimates shall be approved by the City Engineer prior to submitting the Final Map to the City for approval.
10. Improvement plans shall include plans for all improvements related to the Subdivision including landscape plans, irrigation plans, and street lighting plans for all public right-of-way areas and all private areas.
11. Subdivider shall provide easements for public and private utilities as needed and as approved by the City.
12. At the time of filing of the Final Map with the City for approval the Subdivider shall also provide to the City the proposed Covenants, Conditions, and Restrictions (CC&Rs) for the subdivision.
13. Prior to final acceptance of the Subdivision improvements all subdivision survey monuments shall be set, and Corner Records and center line ties shall be filed with the Orange County Surveyor, and if required by law, the filing and recording of Record of Survey with the Orange County Recorder.
14. Prior to final acceptance of the Subdivision improvements the Subdivider shall provide the City with As-Built mylar and electronic copies of the all subdivision plans and improvements, in a format acceptable to the City.

15. Subdivider shall place a County Surveyor Statement certificate on the final map for the signature of the Orange County Surveyor stating that " I have examined this map and have found that all mapping provisions of the Subdivision Map Act have been complied with and I am satisfied said map is technically correct."
16. At the time of filing of the Final Map with the City for approval the Subdivider shall also provide to the Orange County Surveyor for boundary and technical plan check all Final Map documents required by the Orange County Surveyor. Subdivider shall notify the City in writing that the required Final Map documents have been submitted to the Orange County Surveyor for boundary and technical plan check.
17. All streets or drives shown on the Final Map shall show proposed street names which will be subject to approval of the City.
18. At the time of filing of the Final Map with the City for approval the Subdivider shall provide to the City evidence that all utility providers with recorded title interest in the property have been informed of the of the pending filing of the Final Map with the City for approval, and also provide all utility provider's responses received.
19. At the time of filing of the Final Map with the City for approval the Subdivider shall provide to the City with a preliminary soils report covering the Subdivision related area.
20. All improvements shall meet the City Flood Management requirements.
21. The subdivider and subdivision construction shall meet all of the City's Stormwater/NPDES Requirements, City Local Implementation Plan (LIP), California's General Permit for Stormwater Discharges Associated with Construction Activity, Notice of Intent (NOI) requirements of the State Water Resources Control Board and notification of the issuance of a Waste Discharge Identification (WDID) Number for Projects subject to this requirement, and shall provide a Water Quality Management Plan (WQMP), and a Stormwater Pollution Prevention Plan (SWPPP), and shall use Best Management Practices (BMP).
22. Applicant shall properly maintain all structural treatment control BMPs installed in new developments, as listed in the approved Water Quality Management Plan (WQMP), including requirements for vector control.
23. Applicants shall identify parties responsible for the long-term maintenance and operation of the structural treatment control BMPs for the life of the project and a funding mechanism for operation and maintenance. This shall be identified prior to approval of the WQMP.
24. Applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP) incorporating Best Management Practices (BMP) in conformance with the requirements of NPDES.
25. The applicant must provide the City with access rights to the property at least once per year to perform State mandated environmental inspections.

26. The applicant must incorporate the WQMP conditions into the covenants, conditions, and restrictions (CC&R) for the project.
- C. That all requirements of the Building Division be met, including but not limited to the following:**
 1. All applicable conditions of approval for PPD-787 and ZC17-02 also shall be required for Tentative Parcel Map 18107 (TM17-01).
 2. Applicant shall obtain approval of Final Parcel Map prior to issuance of building permits.
- D. That all requirements of the Orange County Fire Authority be met, including but not limited to the following:**
 1. All applicable conditions of approval for PPD-787 also shall be required for Tentative Tract Map 18107 (TM17-01) and Zone Change ZC17-02.

ADOPTED, SIGNED AND APPROVED by the City Council of the City of Stanton at a regular meeting held on March 26, 2019 by the following vote, to wit:

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-19 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 March 26, 2019 and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

ORDINANCE NO. 1087

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ZONE CHANGE ZC17-02 AND ASSOCIATED GENERAL PLAN AND ZONING MAP AMENDMENTS FOR THE PROPERTY LOCATED AT 11752 BEACH BLVD. (ASSESSORS PARCEL NO. 131-242-04) FROM RE (RESIDENTIAL ESTATE) ZONE TO CG (COMMERCIAL GENERAL) ZONE WITH THE GENERAL MIXED-USE OVERLAY

WHEREAS, on July 6, 2017, Anthony Nguyen, ("Applicant") filed applications for approval of a Precise Plan of Development PPD-787, Tentative Tract Map TM17-01, Zone Change ZC17-02 inclusive of Amendments to the Zoning and General Plan Maps, and a Mitigated Negative Declaration for the development of a 0.92 acre site located at 11752 Beach Blvd. ("Project Site"), with 17 three-story condominium units and associated site improvements ("Project"); and

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

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was filed and a copy of the Mitigated Negative Declaration was circulated between December 17, 2018 and January 15, 2019; and

WHEREAS, the Mitigated Negative Declaration analyzed impacts related to the proposed zone change and map amendments, and development proposal including Precise Plan of Development PPD-787 and Tentative Tract Map TM17-01; and

WHEREAS, on March 6, 2019, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning amendments to Section 20.230.060 of the Stanton Municipal Code, provided comments on the amendment, and voted to forward the proposed ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, at least 10 days before the hearing, the City gave public notice of a City Council public hearing to be held to consider Zone Change ZC17-02 inclusive of Amendments to the Zoning and General Plan Maps by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, providing notice to property owners within a 500 foot radius of the Project Site, and was made available through the agenda posting process; and

WHEREAS, on March 6, 2019, the Planning Commission of the City of Stanton conducted a duly noticed public hearing to consider the project. At the conclusion of the public hearing, the Planning Commission recommended approval of the project to the City Council; and

WHEREAS, on March 26, 2019, the City Council considered the staff report, recommendations by staff, and public testimony regarding Precise Plan of Development PPD-787, Tentative Tract Map TM17-01, Zone Change ZC17-02 inclusive of Amendments to the Zoning and General Plan Maps, and a Mitigated Negative Declaration, at which hearing members of the public were afforded the opportunity to comment upon ZC17-02.

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

SECTION 1. CEQA. The requirements of the California Environmental Quality Act have been satisfied in that the City Council approved and adopted an Initial Study, Mitigated Negative Declaration (IS/MND), and Mitigation Monitoring and Reporting Program for the Project, including the ZC17-02, in Resolution No. 2019-07.

SECTION 2. Findings. The following findings are made in support of Zone Change ZC17-02 and amendments to the General Plan and Zoning Maps:

1. The amendment is internally consistent with all other provisions of the General Plan and Zoning Code.

The development is consistent with the Stanton General Plan. The development would implement Strategy LU-3.1.2 to encourage infill and mixed-use development within feasible development sites. The project would be developed on two underutilized properties and provide for a greater range and balance of residential densities. The development would also be consistent with Goal CD-1, which is to promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, which is consistent with the desired vision and image of Stanton. The architectural details and complementary building materials and colors result in a cohesive design which is appropriate for the project's prominent location on Beach Boulevard. In addition, with the construction of a parkway planter on Beach Blvd., the public right-of-way will be improved with an attractive streetscape and enhanced pedestrian atmosphere. The project is consistent with the zoning standards for the General Mixed-Use Overlay for both parcels, and no modifications or variances are being requested. The project is consistent with the provisions of the General Plan as it would fall within the intent and purpose of the General Mixed Use Overlay. In addition, with the zone change, the project is proposed to meet all the requirements for development within the GLMX Overlay; therefore, it is internally consistent.

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

The amendment would change the zoning and General Plan designation of the subject parcel from RE (Residential Estate) zone to CG (Commercial General) zone with a General Mixed-Use Overlay in order for the parcel to be developed as part of

a 17 unit condominium subdivision in conjunction with the neighboring parcel to the west. As part of this development proposal, the proposed site design incorporates a safe and convenient pedestrian scaled sidewalk along the full perimeter of the site, and the project has been designed to ensure appropriate parking has been provided on the property, and not impact residential streets in the vicinity of the project. Surrounding uses include a motel, commercial uses, and residential units. The development of the residential subdivision as proposed will not limit the ability for the surrounding properties to maintain their allowed uses.

3. If an amendment to the Land Use Element, the affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public service utilities, to ensure that the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

The subject parcel is zoned RE with a Low Density Residential general plan designation. In order for the property to be developed in conjunction with the western parcel adjacent to Beach Blvd., the amendment to a CG (Commercial General) zone with a General Mixed-Use Overlay would be necessary. As the subject parcel is completely land locked with no access to a public street, in order for the parcel to be developed consistent with the existing zoning, access to the parcel would need to be provided via the private street, Crager Lane to the north. The amendment would allow for the subject property to be built at a residential density between 25 to 45 dwelling units to the acre. The property is currently zoned RE (Residential Estate), which allows for up to two dwelling units per acre. If the density range were applied for each property under the current zoning, one unit would be eligible for the eastern property, and a total of 14 to 27 housing units would be eligible to be developed on the western property. The applicant is requesting to build a total of 17 units combined on both properties. As the total number of units proposed is still within the density range permitted under the General Mixed Use Overlay, and the maximum number of units permitted while maintaining the separate zoning, the project, inclusive of the up-zoning of the eastern property, the project would be able to be serviced by all utilities, police and fire services, and roadways, as evaluated under the General Plan Environmental Impact Report. As such, there would be no additional improvements necessary to the existing infrastructure to accommodate the new zoning. In addition, the site has been designed to accommodate all parking and vehicle maneuvering areas in order to not create a hazard in the vicinity in which the property is located.

SECTION 3. The City Council's actions are made upon review of the Planning Commission's recommendation, the Staff Report, all oral and written comments, and all documentary evidence presented on the Ordinance.

SECTION 4. Zone Change ZC17-02 and amendments to the General Plan and Zoning Maps shall not take effect unless and until the associated MND, Precise Plan of

Development PPD-787, and Tentative Tract Map TM17-01 are approved by the City Council; and

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

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

SECTION 7. 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.

SECTION 9. This ordinance shall be effective thirty days after its adoption.

PASSED, APPROVED, AND ADOPTED this 9th day of April, 2019.

DAVID J. SHAWVER, 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)

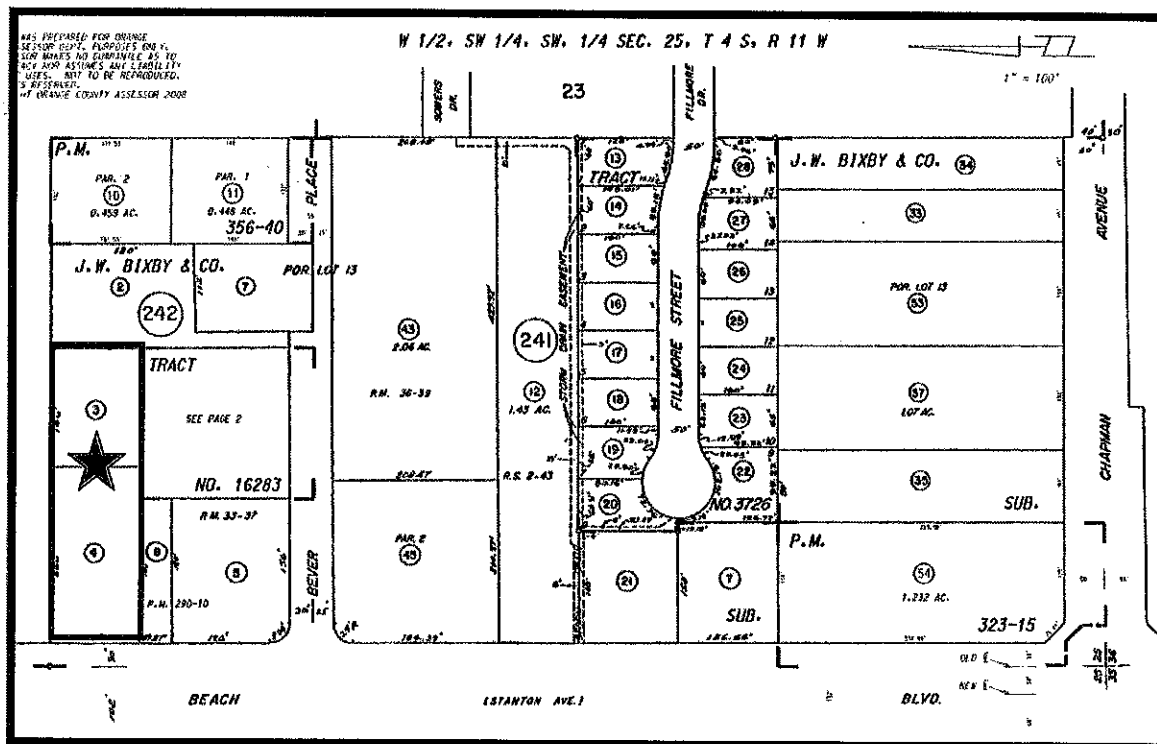
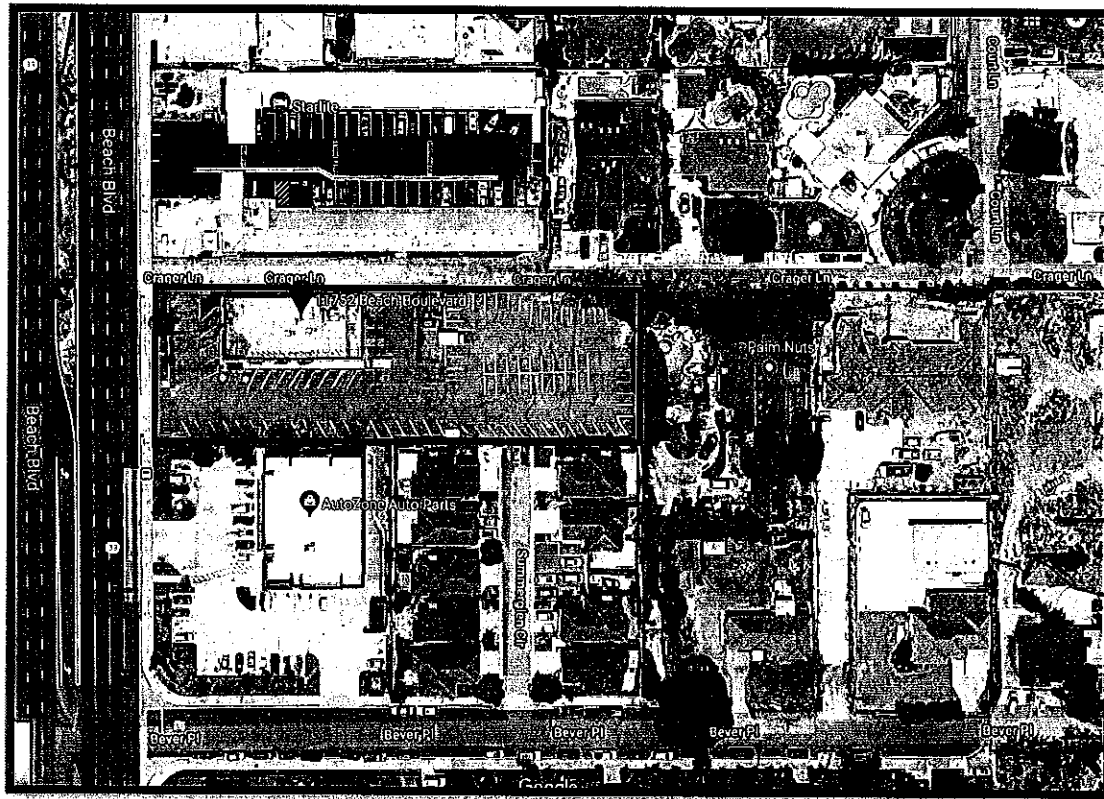
I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1087 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 26th day of March, 2019 and was duly adopted at a regular meeting of the City Council held on the 9th day of April, 2019, by the following roll-call vote, to wit:

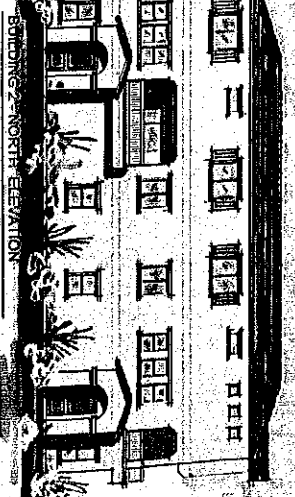
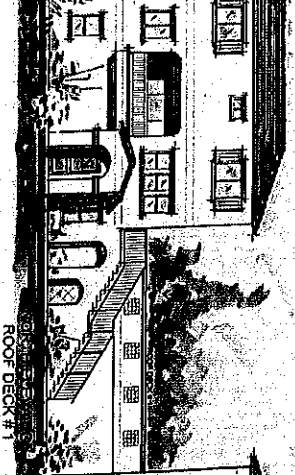
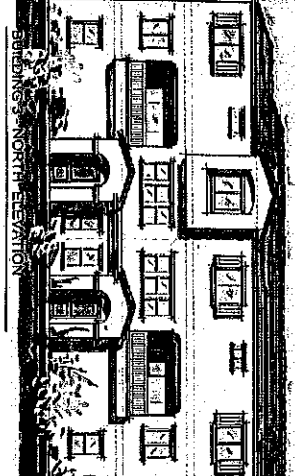
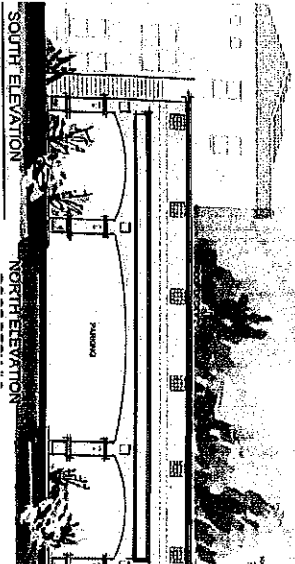
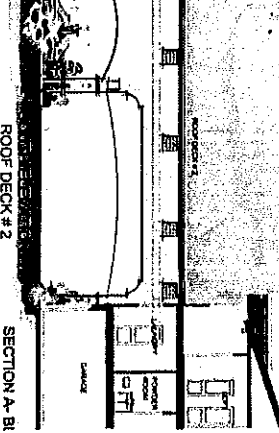
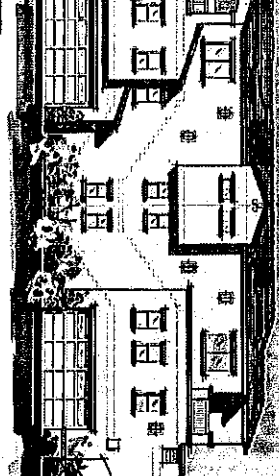
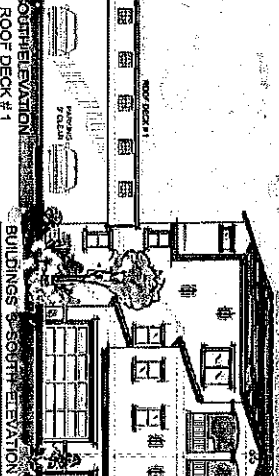
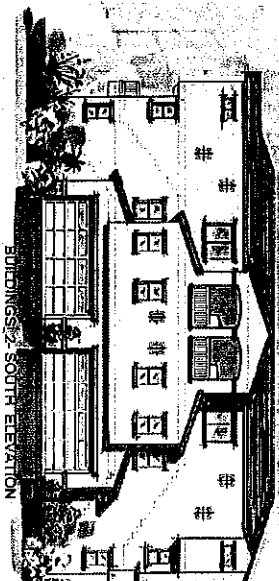
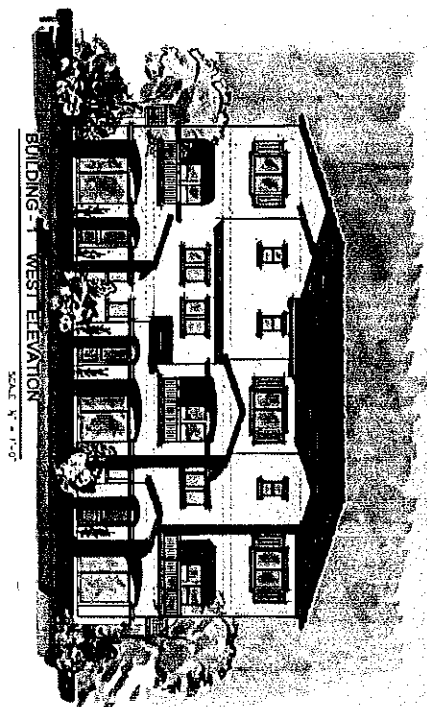
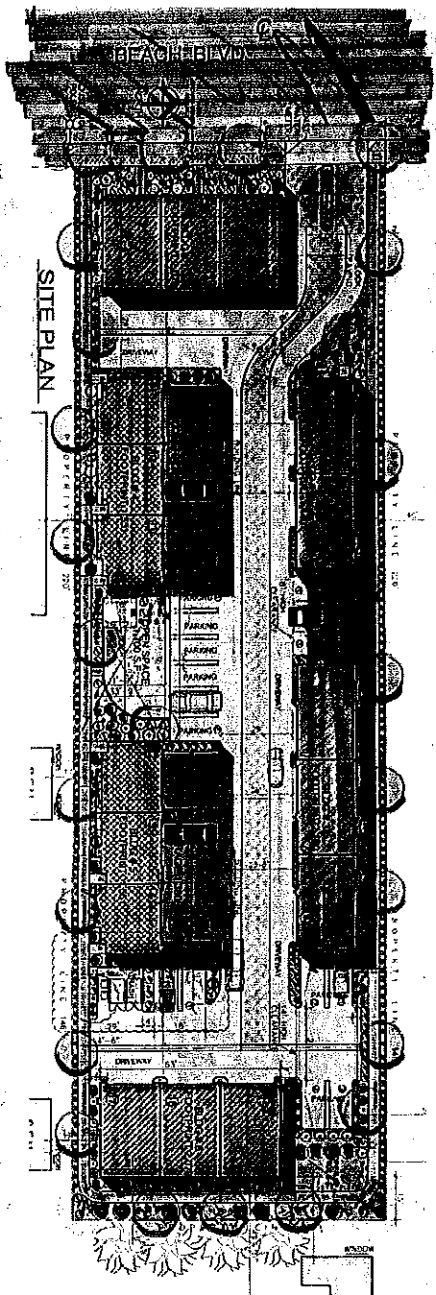
AYES:	COUNCILMEMBERS:	_____

NOES:	COUNCILMEMBERS:	_____
ABSENT:	COUNCILMEMBERS:	_____
ABSTAIN:	COUNCILMEMBERS:	_____

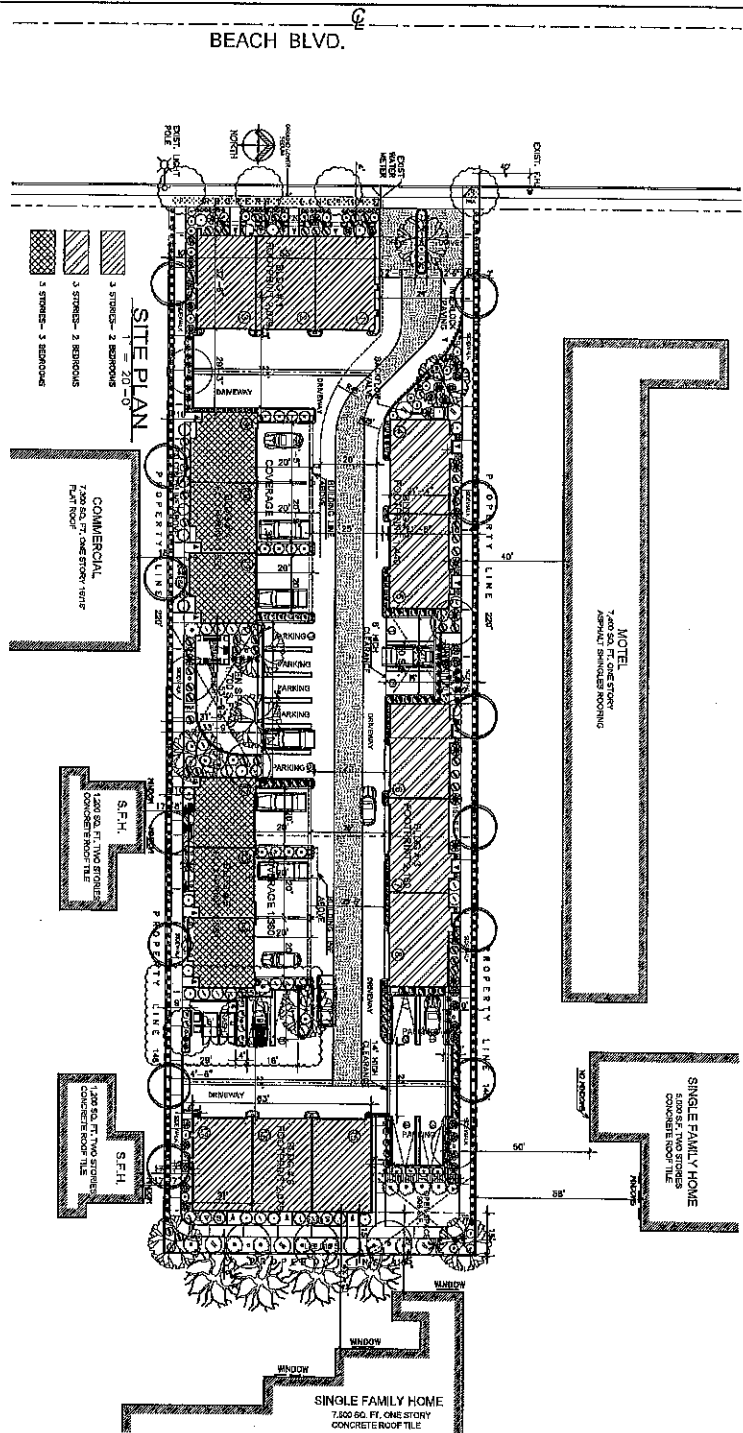
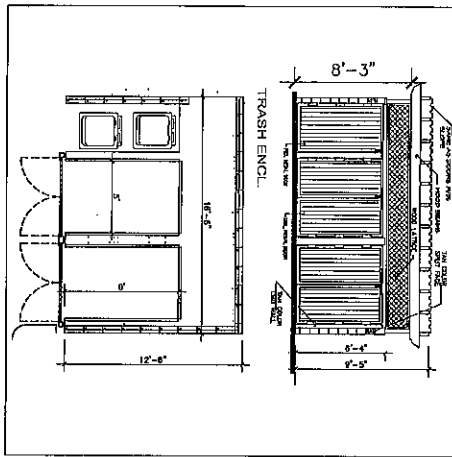
CITY CLERK, CITY OF STANTON

Vicinity Map





BEACH BLVD.

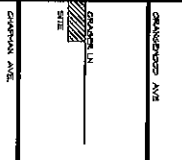


BLDG #8	BLDG #5	BLDG #4	BLDG #3	BLDG #2	BLDG #1	BLDG UNIT #	1st FLR	2nd FLR	3-4 FLR	LIVING AREA	GARAGE	9-4-5 AREA	PRIVATE OPEN
17	16	15	14	13	12	2	251 SF	635 SF	500 SF	1,484 SF	2	431 SF	144 S.F.
10	12	11	10	9	8	3	251 SF	635 SF	500 SF	1,484 SF	2	431 SF	144 S.F.
12	13	12	11	10	9	4	256 SF	656 SF	506 SF	1,516 SF		441 SF	
14	14	13	12	11	10	5			634 SF	1,346 SF			
16	16	15	14	13	12	6							
18	17	16	15	14	13	7							
20	18	17	16	15	14	8							
22	19	18	17	16	15	9							
24	20	19	18	17	16	10							
26	21	20	19	18	17	11							
28	22	21	20	19	18	12							
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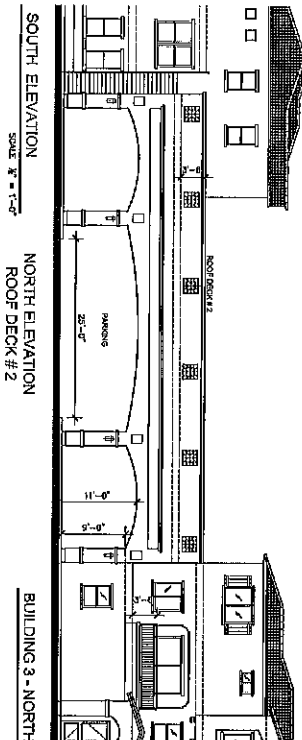
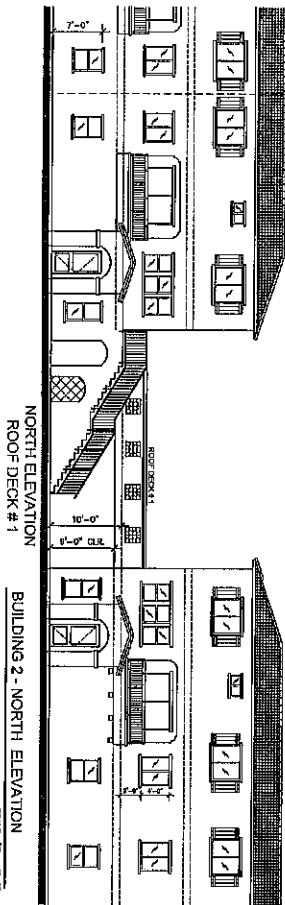
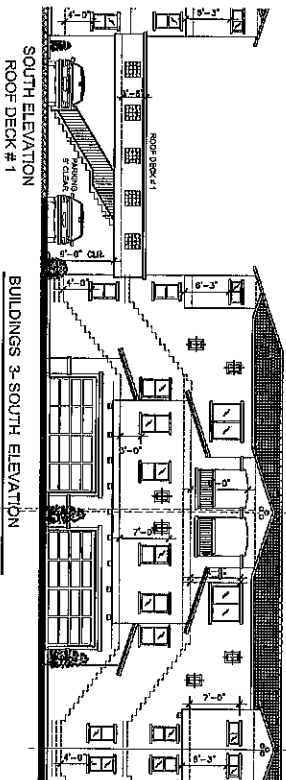
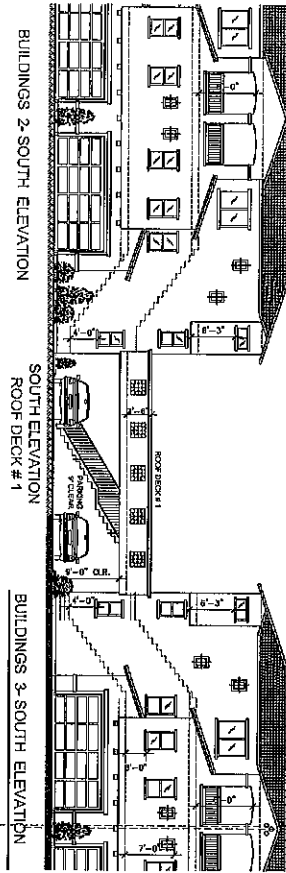
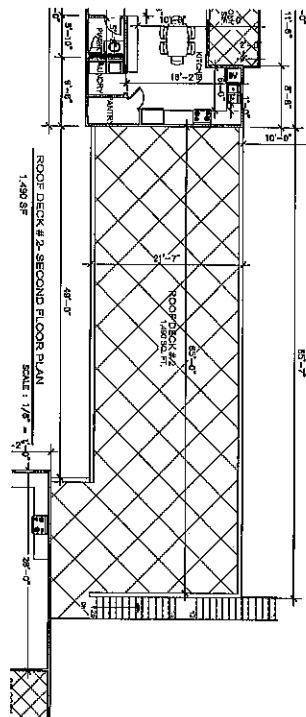
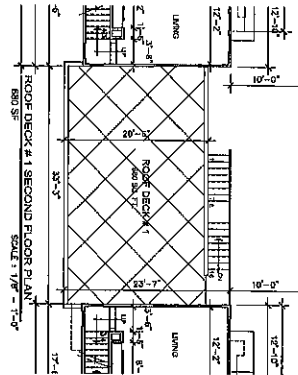
ALL STRUCTURES SHALL BE FULLY SPRINKLERED

LOT SIZE 40,250 S.F.	
NUMBERS OF UNITS	
TOTAL NUMBER OF UNITS PROPOSED: 17 UNITS	
APR. 13-24-04 S. 13-24-04	
LOT COVERAGE	
BUILDING FOOT PRINT	
BUILDING #1:6	4,188 SQ. FT.
BUILDING #2	1,440 SQ. FT.
BUILDING #3	2,000 SQ. FT.
BUILDING #4:5 2 X (156' - 120) BLDG. FT.	37,620 SQ. FT.
TOTAL BUILDING COVERAGE	13,648 SQ. FT.
IMPERVIOUS SURFACE AREA	
PARKING AND DRIVEWAYS	
WALKWAYS	14,598 SQ. FT.
TOTAL	3,268 SQ. FT.
LOT COVERAGE	17,916 SQ. FT.
OPEN SPACE	51,424 SQ. FT. = 78 %
REQUIRED OPEN SPACE	
3,000 (TOTAL SURFACE 135'x4' 3,800 SQ. FT.	
PROPOSED	
GROUND LEVEL: 605 SF. = 1,700 SF. = 2,400 SQ. FT. / 17 UNITS = 141.0 S.F. / UNIT	
OPEN SPACE	4,788 SQ. FT.
TOTAL	9,228 SQ. FT. / 17 UNITS = 130 SQ. FT. / UNIT
LANDSCAPE	
PROPOSED	6,002 S.F. / 40,250 = 15%
PARKING REQUIRED:	
3 BEDROOM UNITS: 4 UNITS X 4 SPACES EACH	= 16 SPACES
15 UNITS X 3 SPACES EACH	= 45 SPACES
GUEST PARKING	ONE PARKING FOR EACH 3 UNITS 17UNITS / 3 = 6 SPACES
TOTAL REQUIRED	81 SPACES
PARKING PROVIDED	172X = 34 SPACES
GAUGES 17-2 CARS	27 SPACES
OPEN SPACES	81 SPACES OK
TOTAL PROVIDED	

VICINITY MAP



SHEET SP 1 OF 8	SITE PLAN	PROJECT NO. 151202		PROJECT NEW 17 CONDOMINIUMS	DEVELOPER MR. ANTHONY NGUYEN	9741 BOLSA AVE # 204 WESTMINSTER, CA 92683	DATE 12/18/25	REVISIONS
		DRAWING SCALE: 1/8" = 1'-0" SHEET TITLE:						



REVISIONS
DATE

DEVELOPER
MR. ANTHONY NGUYEN
6741 BOLSA AVE # 284
WESTMINSTER, CA 92653

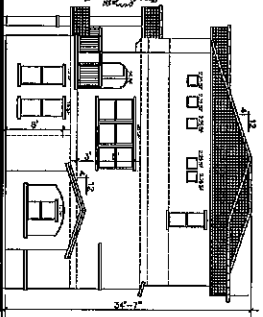
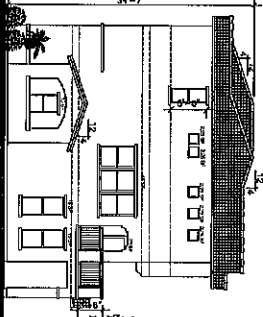
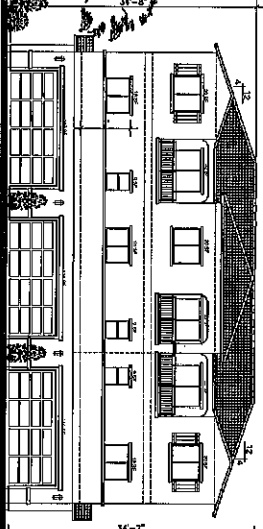
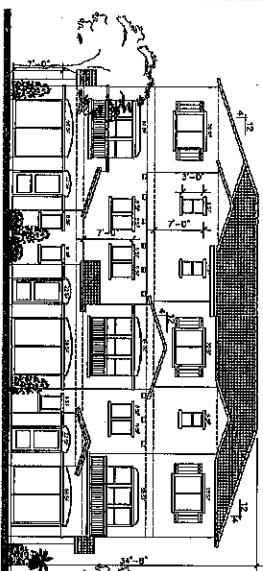
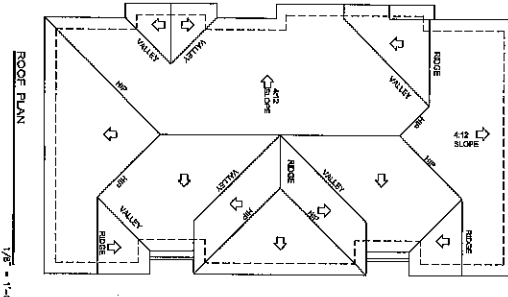
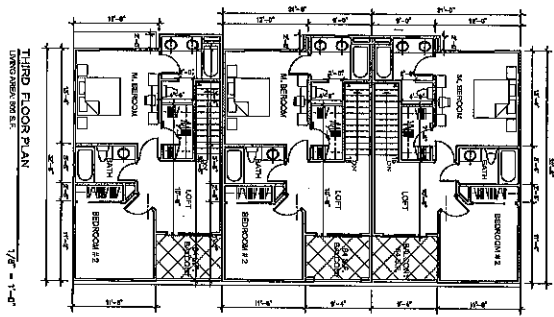
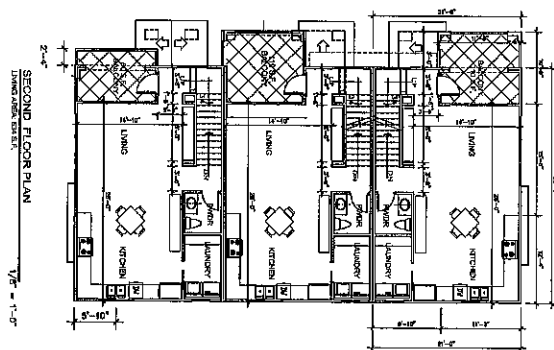
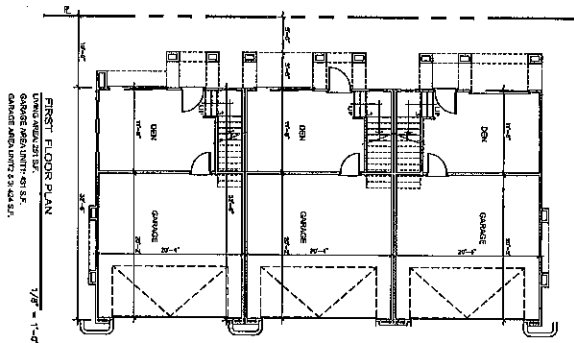
PROJECT
NEW 17 CONDOMINIUMS
11752 BEACH BLVD.
STANTON, CA 90660



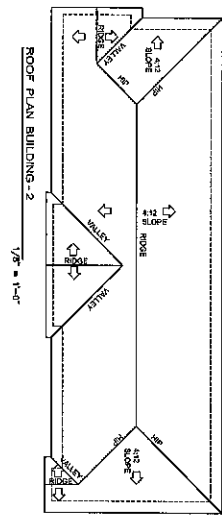
GEORGE BEHNAM
ARCHITECT
11500 E. ORANGEHORSE # 108
PLACENTIA, CA 92676
(714) 972-2364 FAX (714) 972-2365
E-mail: gbehnam@earthlink.net
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WITHOUT THE WRITTEN PERMISSION FROM THE ARCHITECT.

PROJECT NO. 151-2022
CADD FILE
DRAWN BY: E.L.
CHECKED BY: J.M.L.
DATE: 02-12-18
SHEET TITLE
**DECKS
ELEVATIONS**

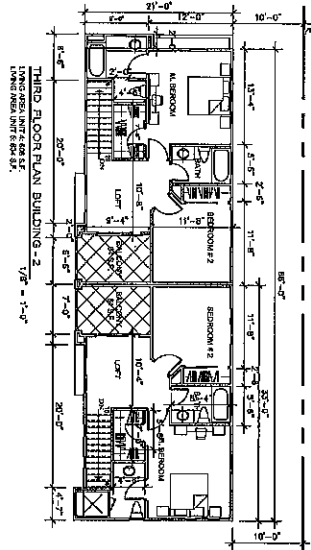
SHEET
A-1
2 OF 8



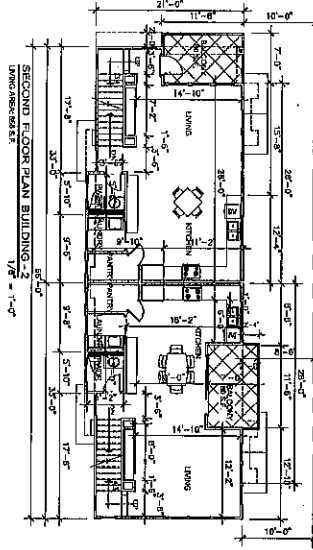
REVISIONS DATE BY	DEVELOPER MR. ANTHONY NGUYEN 8741 BOLSA AVE # 204 WESTMINSTER, CA 92683	PROJECT NEW 17 CONDOMINIUMS 11752 BEACH BLVD. STANTON, CA 90680		GEORGE BEHNAM ARCHITECT 11590 E. ORANGEHOLME # 109 PLACENTIA, CA 92669 (714) 972-2354 FAX (714) 972-2385	PROJECT NO. 151202 DRAWING FILE DRAWN BY: JAM CHECKED BY: JAM DATE: 02-12-18 SHEET TITLE BLDG-1	SHEET A-2 3 OF 8
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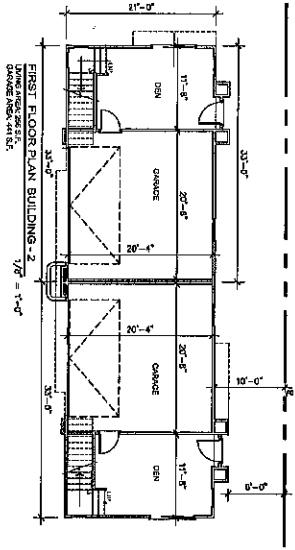
ROOF PLAN BUILDING - 2
1/8" = 1'-0"



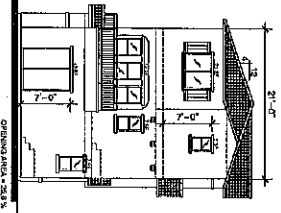
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1/8" = 1'-0"



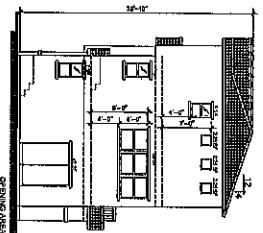
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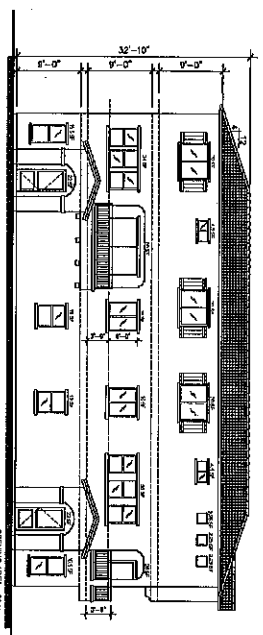
FIRST FLOOR PLAN BUILDING - 2
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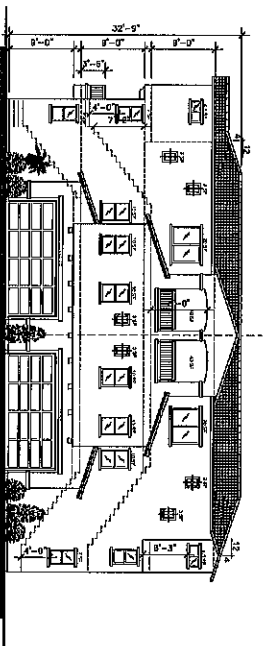
BUILDING 2 - WEST ELEVATION
SCALE 3/8" = 1'-0"



BUILDING 2 - EAST ELEVATION
SCALE 3/8" = 1'-0"



BUILDING 2 - NORTH ELEVATION
SCALE 3/8" = 1'-0"

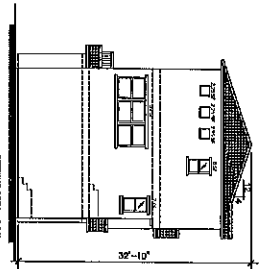
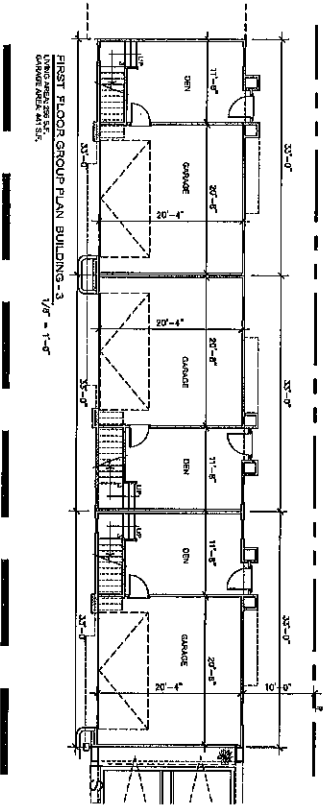
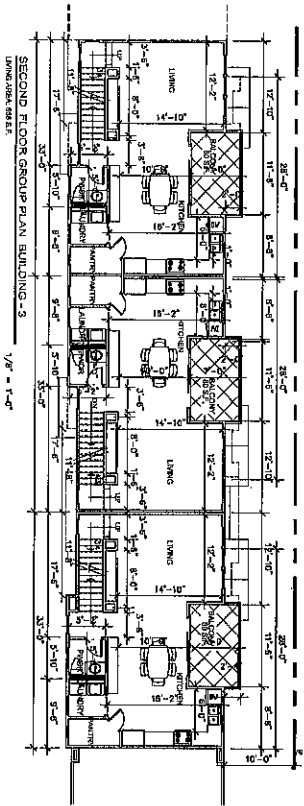
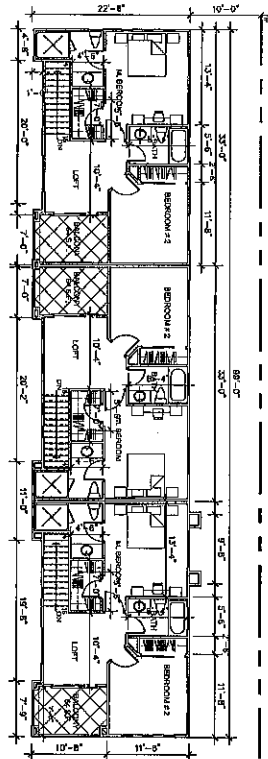
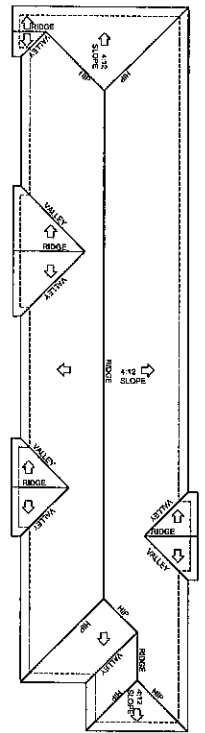


BUILDING 2 - SOUTH ELEVATION
SCALE 3/8" = 1'-0"

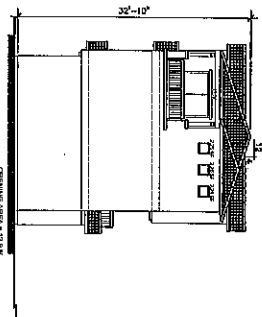
SHEET A-3 4 OF 8	BLDG-2	PROJECT NEW 17 CONDOMINIUMS 11752 BEACH BLVD. STANTON, CA 90680	DEVELOPER MR. ANTHONY NGUYEN 9741 SOLSA AVE # 204 WESTMINSTER, CA 92683	REVISIONS DATE BY
		PROJECT NO. 1512022 DRAWING FILE DRAWN BY: TAAK CHECKED BY: TAAK DESIGN SCALE: NOTED DATE: 07-12-18 SHEET TITLE		

GEORGE BEHNAME
ARCHITECT
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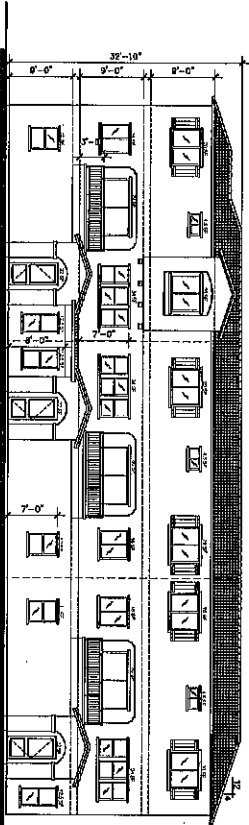
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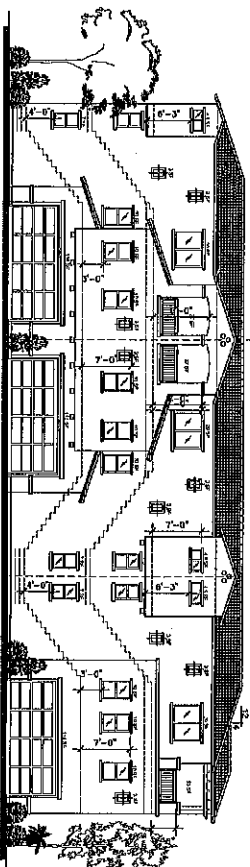
BUILDING 3 - WEST ELEVATION
SCALE: 3/8" = 1'-0"



BUILDING 3 - EAST ELEVATION
SCALE: 3/8" = 1'-0"



BUILDING 3 - NORTH ELEVATION
SCALE: 3/8" = 1'-0"



BUILDINGS 3 - SOUTH ELEVATION
SCALE: 3/8" = 1'-0"

REVISIONS	DATE	BY

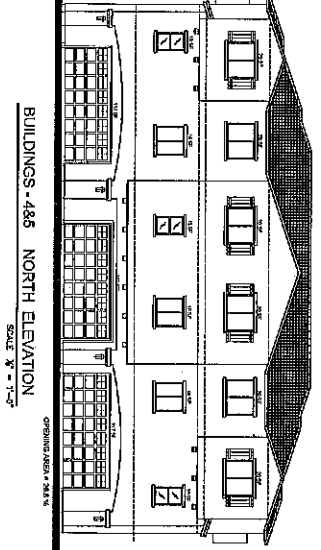
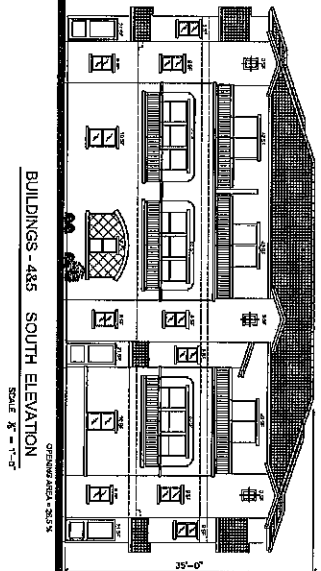
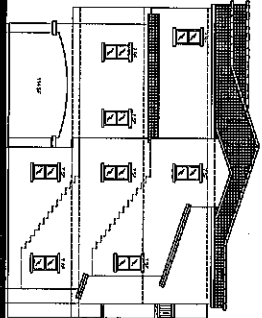
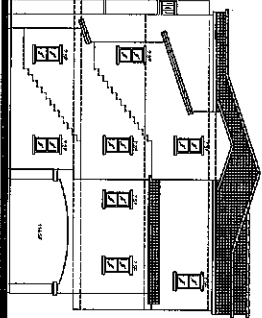
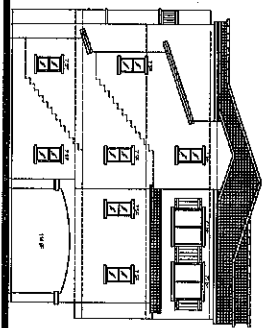
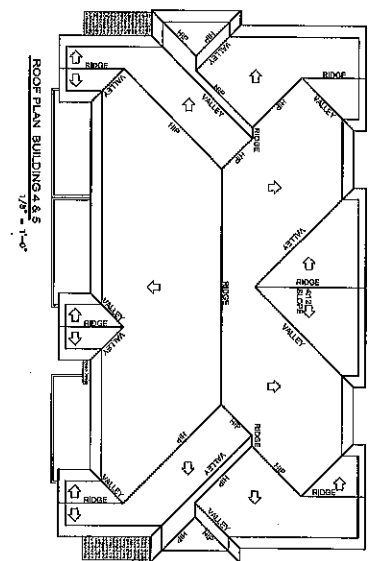
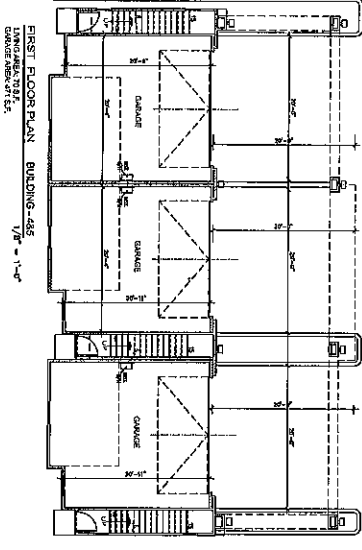
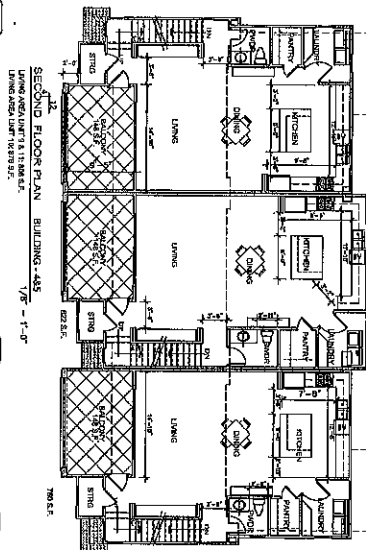
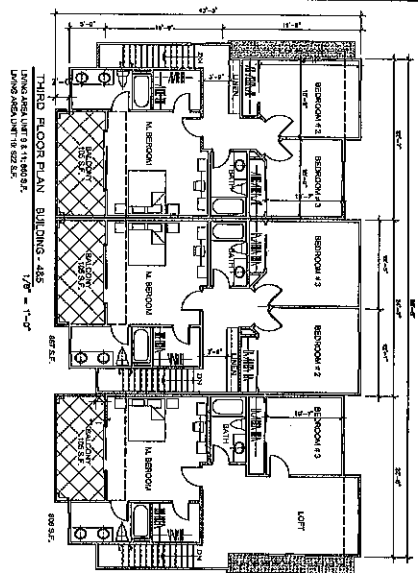
DEVELOPER
MR. ANTHONY NGUYEN
9741 BOLSA AVE # 204
WESTMINSTER, CA 92683

PROJECT
NEW 17 CONDOMINIUMS
11752 BEACH BLVD.
STANTON, CA 90680



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BUDG-3
PROJECT NO. 151222
DRAWING FILE
DESIGNED BY: JMT
CHECKED BY: JMT
DATE: 02-12-15
SHEET TITLE
SHEET
A-4
5 OF 8



REVISIONS
DATE
BY
APPROVED BY
DATE

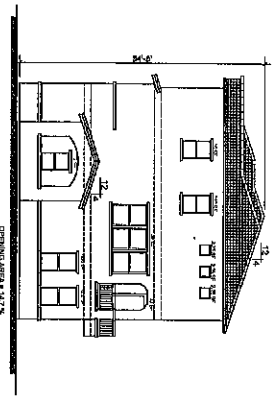
DEVELOPER
MR. ANTHONY NGUYEN
9741 BOLSA AVE # 204
WESTMINSTER, CA 92683

PROJECT
NEW 17 CONDOMINIUMS
11752 BEACH BLVD.
STANTON, CA 90080

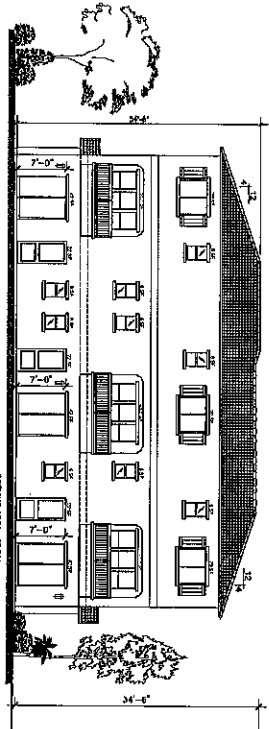


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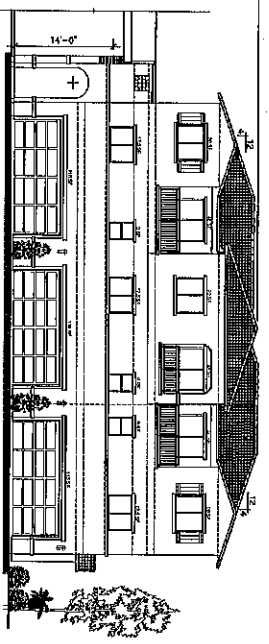
PROJECT NO. 131202
DRAWING FILE
DRAWN BY: JWA
CHECKED BY: JWA
DATE: 02-12-10
SHEET TITLE: BLDG 4 & 5
SHEET A-4
6 OF 8



BUILDING - 6 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

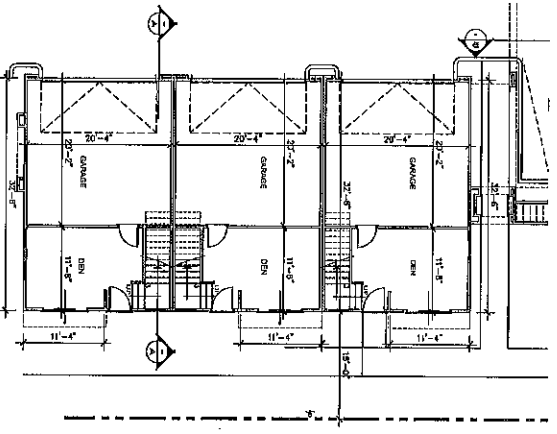


BUILDING - 6 EAST ELEVATION
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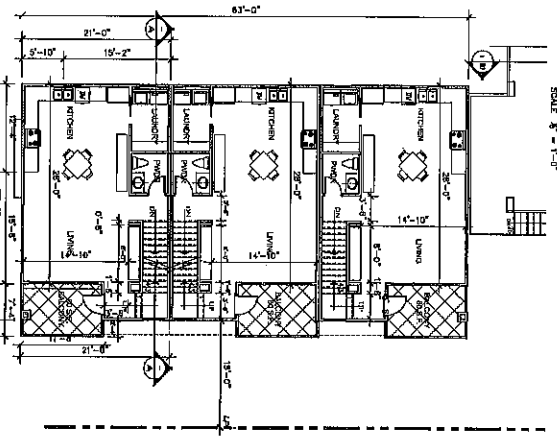


BUILDING - 6 WEST ELEVATION
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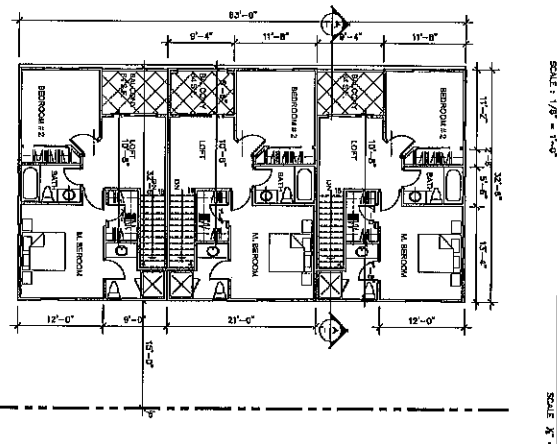
SECTION B - ROOF DECK #2
SCALE: 1/8" = 1'-0"



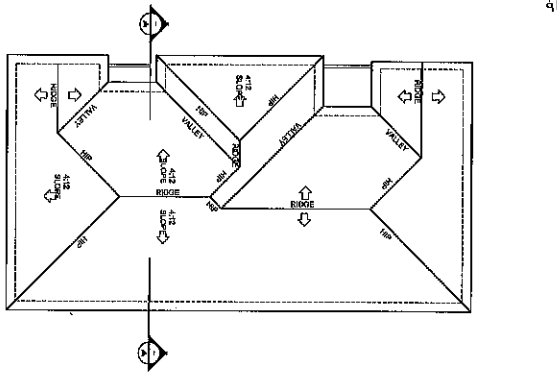
FIRST FLOOR GROUP PLAN
SCALE: 1/8" = 1'-0"



SECOND FLOOR GROUP PLAN
SCALE: 1/8" = 1'-0"



THIRD FLOOR GROUP PLAN
SCALE: 1/8" = 1'-0"



ROOF PLAN-BLDG 6

REVISIONS	DATE	BY

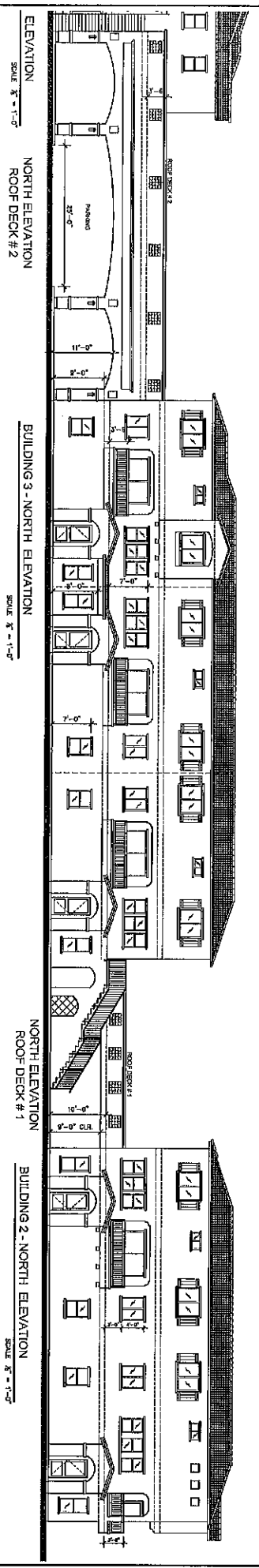
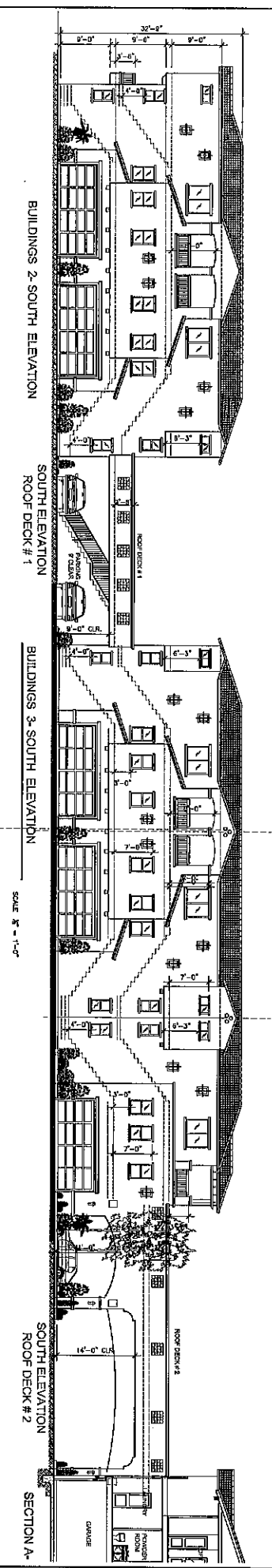
DEVELOPER
MR. ANTHONY NGUYEN
8741 BOLSA AVE #204
WESTMINSTER, CA 92683

PROJECT
NEW 17 CONDOMINIUMS
11752 BEACH BLVD.
STANTON, CA 90680



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BLDG-6
SHEET
A-6
7 OF 8



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

NORTH ELEVATION
ROOF DECK # 2

BUILDING 3- NORTH ELEVATION
SCALE 1/8" = 1'-0"

BUILDING 2- NORTH ELEVATION
SCALE 1/8" = 1'-0"

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PROJECT
NEW 17 CONDOMINIUMS
11732 BEACH BLVD.
STANTON, CA 90680

DEVELOPER
MR. ANTHONY NGUYEN
6741 BOLSA AVE # 204
WESTMINSTER, CA 92683

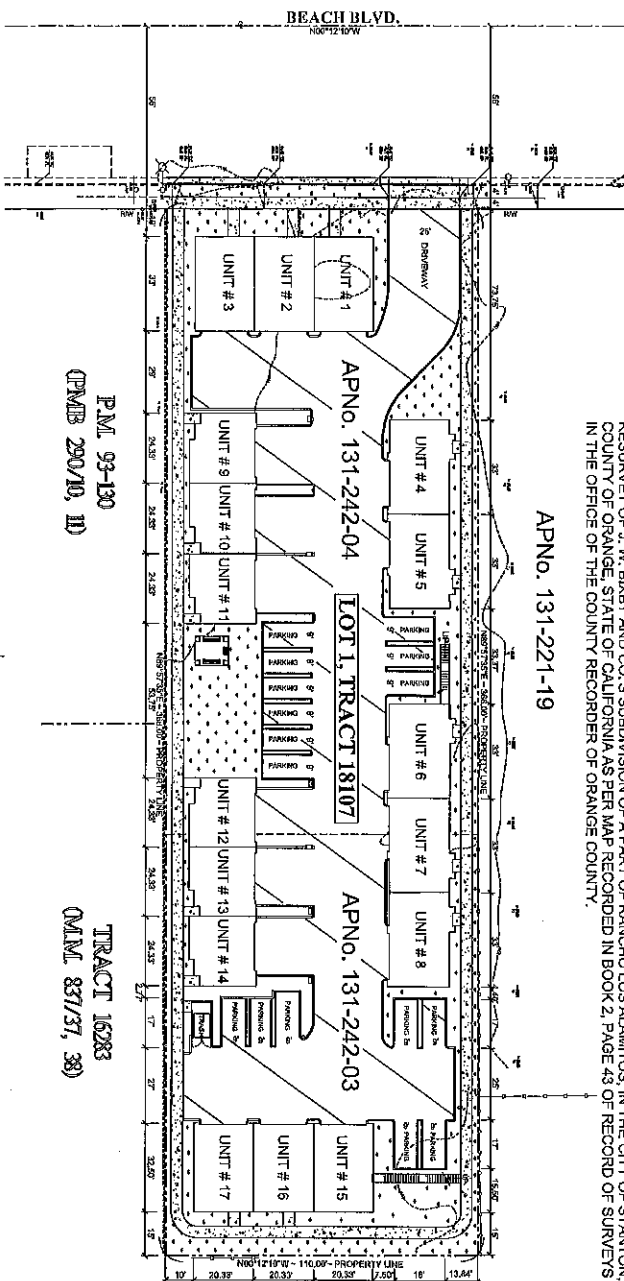
PROJECT NO. 131202
DATE 02-12-18
DESIGNED BY J.M.
DRAWING SCALE NOTED

SHEET TITLE
ELEVATIONS

SHEET
A-7
8 OF 8

BEING SUBDIVISION OF THE NORTH 110 FEET OF THE WEST 386 FEET, 10 ACRES, SAID 10 ACRES BEING MEASURES TO CENTER LINE OF STREET ADJOINING ON WEST IN LOT 13 OF SECTION 26 AS SHOWN ON MAP RESURVEY OF J. W. EMBY AND CO.'S SUBDIVISION OF A PART OF RANCHO LOS ALAMOS, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 2, PAGE 45 OF RECORD OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

APNo. 131-221-19



J.W. BIXBY CO.

PROJECT INFORMATION:

PROPERTY OWNER:
THANH PHAT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
8774 HOLSA AVENUE

PROPERTY ADDRESS: 11762 BEACH BOULEVARD
MESA, AZ 85204

ASSESSOR'S MAP:
APNo. 131-242-03 & 131-242-04
CITY OF STATION COUNCIL

LEGAL DESCRIPTION: THE NORTH 110 FEET OF THE WEST 396 FEET OF THE NORTH 10 ACRES, SAID 10 ACRES BEING A PORTION OF THE WEST 1/2 OF SECTION 43, TOWNSHIP

THE NORTH 10.0 FEET OF THE WEST 366 FEET OF THE NORTH 10 ACRES, SAID 10 ACRES BEING MEASURED TO CENTER LINE OF STREET ADJOINING ON WEST, IN LOT 13 OF SECTION 25, AS SHOWN ON MAP RESUBDIVISION OF J. W. BEERY AND CO.'S SUBDIVISION OF A PART OF RANCHO LOS ALAMOS IN THE CITY OF STATION, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 43 OF RECORD OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

PROPOSED: 17 UNITS CONDO DEVELOPMENT PROJECT

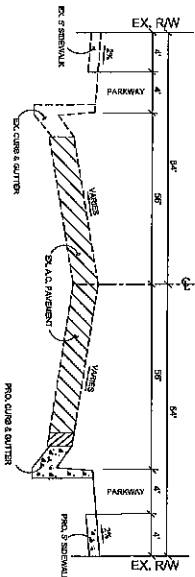
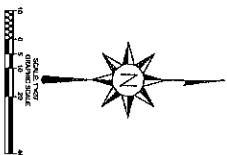
AREA:

(11'0" X 385')	= 4,280 S.F. (0.92 A.C.)
BUILDING UNITS (UNIT+UNIT #17)	= 12,450 S.F. (0.28 A.C.)
ASPHALT CONCRETE DRIVEWAY, PARKINGS	= 16,560 S.F. (0.37 A.C.)
P.C.C. APPROACH, SIDEWALK, WALKWAY	= 4,505 S.F. (0.10 A.C.)
LANDSCAPING	= 8,595 S.F. (0.18 A.C.)

BASIS OF BEARINGS:

The centerline of Beach Boulevard being N00°12'10"W in the Parcel Map 93-130 (Book 290, Pages 10, 11) is used for basis of bearing of this project.

REVISIONS		BENCH MARK		ON-NEED DEVELOPER		SOIL ENGINEER		ARCHITECT		CIVIL ENGINEER		PLANNING PREPARED CONSULTING PERSONNEL OF:		PLAN NUMBER			
		BENCH MARK: 16-16-45		THANH PHAT, LLC ANTHONY MORGES 114 DODGE AVENUE, SUITE 201 MILWAUKEE, WI 53212		GEOTECHNICAL INTER: DIPLOMABOND BUILDING QUINCY CORNER, CA 94068 PHONE: 674-1140		GEORGE BERNAUM, AIA DIPLOMABOND BUILDING QUINCY CORNER, CA 94068 PHONE: 674-1140 DRAFT: 06/20/2016		CN ENGINEERS 10000 S. 10TH AVE. SUITE 100 MILWAUKEE, WI 53210 PHONE: 442-9900 EMAIL: info@cn-engineers.com		LAWSON, P.C. 10000 S. 10TH AVE. SUITE 100 MILWAUKEE, WI 53210 PHONE: 442-9900 EMAIL: info@lpc.com		DATE		TENTATIVE TRACT MAP 18107	
												DATE		ADDRESS: 11752 BEACH BOULEVARD, STANTON CA 90680			
												DATE		CITY OF STANTON			
												DATE		PUBLIC WORKS DEPARTMENT			
												DATE		SHEET 1 OF 1			



BEACH BOULEVARD
SECTION
N.T.S.

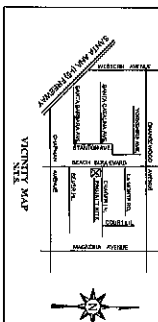


TENTATIVE TRACT MAP 181077
ADDRESS: 11752 BEACH BOULEVARD, STANTON CA 90688

**CITY OF STANTON
PUBLIC WORKS DEPARTMENT**

PLAN NUMBER

C.N. ENGINEERS
Engineering-Construction
31 PEABODY PALCON
ALBANY, NY 12206
Telephone: (518) 202-2942
E-mail: cnelson@cnny11111.com



In our opinion, this project should not be granted. There are a number of negative impacts, the most concerning is the impact high density housing has to the value of our and other estate homes adjacent to this proposed development. The developer and city benefits, the current homeowners lose value and receive no compensation! This should not be!

We have already been negatively impacted by the city allowing construction of 8 homes adjacent to our property on Summer Glen 10 years ago. That project resulted in additional noise, excessive night lighting, traffic and insufficient parking. Last year, a huge 4500 sq ft home was built east of us that resulted in total loss of privacy, loss of the sunrise, excessive outside security lighting and water drainage issues resulting from the 2-3 ft raised grade elevation to mitigate liquefaction concerns. This project if approved will result in all of the impacts of these prior projects and also impact airflow we receive from Beach Bl. Additionally, the construction of these projects destroyed all of our tropical vegetation along the property lines, which did not recover, we received no compensation whatsoever from the builders/homeowner.

Traffic concerns....Since construction of homes on Summer Glen, and the ability to perform a U-turn at Bever Pl left in place, it has become nearly impossible to turn left from Bever onto Beach Bl. These additional homes will increase greatly the number of U-turns for southbound cars trying to take the shortest route possible to get to these properties.

To recap; major loss in property values, loss of all remaining privacy, lost view of sunsets, decreased air circulation, additional noise, inundated by night time lighting, possible property damage due to construction. The ability to exit Bever onto Beach Bl due to continuing to allow U-turns.

This said, we do not have faith that this project will be stopped. Due to these issues, if approved we request the following consideration in changes to the project.

- Building #6

- Relocate the building to the north boundary of the property to mitigate the number of units that will look directly over our pool and living areas.
- Remove all balconies on the back side.
- Raise windows on the backside (all floors) to a height that will allow light but reserve privacy.
- Restrict exterior lighting on the backside
- An engineered 8-10 foot block wall be built on the north, south and east side to mitigate people standing and looking over onto our homes. Note: Summer Glen constructed a 6 ft wall with a 4 ft flimsy wood lattice topping which did not hold up, it was a temporary fix to our request for privacy.
- Receive a contract from the developer prior to construction that ensures we will be compensated financially by the developer for any and all damage to our property and landscaping due to construction.
- Remove the ability to perform any U-turn at Bever Pl. They can proceed to Chapman or Orangewood and perform a U-turn more safely via traffic signals and allow homes on Bever to more easily exit our tract.

OR (neighbors may not like this)

Developer purchases our 33,000 sq ft property at the "current market value" and develops additional units. It will then be adjacent to the 4500 sq ft property who gave absolutely no consideration to any negative impacts to adjacent properties.

Regards, Paul and Vickie Pruitt

CITY OF STANTON

REPORT TO HOUSING AUTHORITY

TO: Honorable Chair and Members of the Stanton Housing Authority

DATE: March 26, 2019

SUBJECT: INITIAL REVIEW OF A DISPOSITION AND DEVELOPMENT AGREEMENT WITH KB HOMES FOR THE PURCHASE AND DEVELOPMENT OF 7455 KATELLA AVE.

REPORT IN BRIEF:

Conduct an initial review of proposed Disposition and Development Agreement negotiations between KB Homes and the Stanton Housing Authority.

RECOMMENDED ACTION:

1. Conduct a public hearing;
2. 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
3. Authorize Authority staff to negotiate the terms of a Disposition and Development Agreement with KB Homes for the purchase and development of the properties located at 7455 Katella Ave.

BACKGROUND:

In the fall of 2018, representatives from KB Homes ("Applicant") contacted staff with an interest in purchasing the property located at 7455 Katella Ave. in the RH (High Density Residential) zone. A Letter of Interest was submitted to staff with a formal request to enter into negotiations for the purchase of the subject property with the intent to develop a housing subdivision.

On February 26, 2019, the City Council authorized an Exclusive Negotiating Agreement between the Housing Authority and KB Homes for the potential purchase and development of the site. This public hearing would authorize the initiation of negotiations of specific terms for the potential sale of the subject property.

ANALYSIS AND JUSTIFICATION:

Section 20.510.040 of the Stanton Municipal Code provides that the Housing Authority ("Authority") shall hold a public hearing to initially review an application for a Development Agreement. If, at the conclusion of the public hearing, the Authority determines that it wishes to enter into a Development Agreement, the Authority must also identify the general subject areas of the Development Agreement that City staff may negotiate.

If the Authority decides to move forward with negotiations for a Development Agreement with the Applicant, the Authority may authorize staff to negotiate the general subject areas of the Agreement. General subject areas may include the Agreement's sale price, term, permitted uses of the Property, density or intensity of use, maximum height and size of proposed buildings, setbacks, minimum open space requirements, architectural enhancements, funding mechanisms, and public benefits to be provided by the Applicant.

FISCAL IMPACT:

The cost associated with negotiating and drafting a Disposition and Development Agreement is included in the review fee to be paid by the Applicant in accordance with the City's adopted fee schedule.

ENVIRONMENTAL IMPACT:

This project has been determined not to be subject to CEQA under Section 15061(b)(3).

PUBLIC NOTIFICATION:

As a public hearing under the requirements of Government Code 65090 and 65091 and through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

- 2 - Promote a strong local economy.
- 5 - Provide a high quality of life.

Prepared by:



Kelly Hart
Community & Economic
Development Director

Approved by:



Jarad Hildenbrand
City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: March 26, 2019

SUBJECT: ESTABLISHMENT OF A FEE FOR THE PROCESSING OF SIDEWALK VENDING PERMIT APPLICATIONS

REPORT IN BRIEF:

In February of 2019, the City Council adopted Ordinance No. 1089, which established new regulations and permit requirements for sidewalk vendors. As part of the new regulations, sidewalk vendors are now required to obtain a permit in order to operate within the City. This resolution would establish a fee to recover the costs associated with the processing of the Sidewalk Vending Permit applications and renewals.

RECOMMENDED ACTION:

1. Conduct a public hearing;
2. Declare that this action is not a project as defined in the California Environmental Quality Act ("CEQA") Section 15378(b)(4) as it involves the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
3. That the City Council adopt Resolution No. 2019-11 establishing an application fee for processing of Sidewalk Vending Licenses.

BACKGROUND:

In February of 2019, the City Council passed Ordinance No. 1089 to establish new regulations for sidewalk vendors. As part of the new regulations, Chapter 5.74 was added to Title 5 to require the approval of a Sidewalk Vending Permit for each vendor prior to initiating operations within the City.

The Sidewalk Vending Permit application would include the review of proposed business operations, background checks, review of compliance with the Municipal Code, evaluation location requests to ensure compliance with the Ordinance and accessibility requirements, drafting of correspondence, and determination letters for completed applications. To recover the costs of processing each Sidewalk Vendor Permit application, the creation of a Sidewalk Vendor Permit application fee is proposed.

ANALYSIS/JUSTIFICATION:

Chapter 5.74 per Ordinance No. 1089 has established the requirements of application submittal, review, and processing for a Sidewalk Vendor Permit application. Based on the requirements set forth in Chapter 5.74 (Sidewalk Vending), the following are anticipated time allocations to complete the processing procedure:

1. Administrative Functions

- a. Processing Payment of fee, inclusive of transaction time, logging of transaction, and filing of receipts (Administrative Services Clerk) – 5 minutes;
- b. Processing LiveScan applications through California Department of Justice (Human Resources Specialist) – 10 minutes;
- c. Logging application in database and creating application file (Department Assistant) – 10 minutes; and
- d. Closing out file upon completion of the application process, including updating the database, sending out certifications, and filing the documents per the Records Retention Act (Department Assistant) – 25 minutes

2. Application Review (Associate Planner) – 180 minutes

- a. Review for completeness: determination that all required documentation as identified in the application and required per the Ordinance has been submitted for review.
- b. Evaluation of the site map of the proposed location(s) where vending would take place, showing that the sidewalk location maintains a minimum thirty-six inches of accessible route area when considering vendor equipment and anticipated customer queuing in compliance with accessibility requirements.
- c. Evaluation of the site map to identify separation requirements are being met as identified in Chapter 5.74.
- d. Drafting of permit determination letter and making the appropriate findings for approval or denial

3. Application Review (City Attorney) – 30 minutes

- a. City Attorney will review the determination letter and findings for each application to ensure compliance with SB 946 and all appropriate legal considerations have been addressed in the determination letter and any conditions that are drafted.

Based on the procedures and time allocation for the processing of the application, the identified fee necessary to recover the City's costs would be \$410 per application and permit renewals, which would require the same level of review as an initial application. In addition to the \$410 City fee, the applicant would be responsible to pay the separate fee for processing a background check through the California Department of Justice.

FISCAL IMPACT:

The proposed fee would cover, but not exceed, the estimated reasonable cost of providing the service for which the fee is charged. The fee would be established as a cost recovery mechanism.

ENVIRONMENTAL IMPACT:

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

PUBLIC NOTIFICATION:

Public notice for this item was posted in three public places, on the City website, distributed at least 14 days before the hearing to all individuals that have requested notification, and made available through the regular agenda process. Per Government Code section 66016, the public notice noted that at least 14 days before the Council meeting, the City made publicly available the data indicating the proposed fee amount that would be paid for by sidewalk vending applicants.

STRATEGIC PLAN:

4 – Ensure Fiscal Stability and Efficiency in Governance

Prepared By:



Kelly Hart
Community & Economic
Development Director

Approved by:



Jarad Hildenbrand
City Manager

Attachment

A. Resolution No. 2019-11

RESOLUTION NO. 2019-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING A PERMITTING FEE FOR THE PROCESSING OF SIDEWALK VENDING APPLICATIONS AND PERMIT RENEWALS IN THE CITY OF STANTON

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

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens, including sidewalk vending, as long as these are consistent with SB 946; and

WHEREAS, on February 26, 2019, the City Council passed an Ordinance which established the requirement of a Sidewalk Vending Permit in compliance with SB 946; and

WHEREAS, the City Council desires to recover all staff and related costs associated with the impacts of processing the Sidewalk Vending Permit application and permit renewals, in accordance with the City's cost recovery formula; and

WHEREAS, the City has determined that the figure of \$410.00 represents the costs borne by the City in processing each Sidewalk Vending Permit application and permit renewals, excluding the additional fees associated with the processing of a background check, and that the \$410.00 amount should be recovered through the establishment of a licensing fee for each application; and

WHEREAS, in addition to the fee established by this resolution, the applicant shall be responsible to pay the required fee, as established by the California Department of Justice, for the processing of a background check, in accordance with the requirements of the Sidewalk Vending Permit application; and

WHEREAS, it is the intention of the City Council that the permit fee set forth herein shall cover, but not exceed, the estimated reasonable cost of providing the service for which the fee is charged;

WHEREAS, the City has noticed this public hearing in compliance with Government Code section 66016 and all other legal requirements have been satisfied.

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

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The City Council finds that this is not a project defined by the California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4) as the action relates to the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Section 3. The licensing fee for Sidewalk Vending Permit and each renewal thereof in the City shall be \$410.00 per application, and the City is authorized to collect from each applicant the permit fee set forth herein.

Section 4. The \$410.00 licensing fee shall be exclusive of, and in addition to other previously established fees charged by the City or other agencies, such as the Orange County Department of Health licenses, and encroachment permits from the Public Works Department of the City of Stanton.

Section 5. 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 Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. The documents and materials associated with this Resolution 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 City Clerk is the custodian of the record of proceedings.

Section 7. Within five (5) working days after the passage and adoption of this Resolution, the City Council hereby authorizes and directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption relating to this action.

Section 8. This Resolution shall take effect immediately upon its adoption

ADOPTED, SIGNED AND APPROVED this 26th day of March, 2019.

DAVID J. SHAWVER, 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. 2019-11 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 March 26, 2019, and that the same was adopted, signed and approved by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: March 26, 2019

SUBJECT: MEMORANDUM OF UNDERSTANDING FOR THE NORTH ORANGE COUNTY SERVICE PLANNING AREA HOMELESS OUTREACH EFFORTS

REPORT IN BRIEF:

This Memorandum of Understanding establishes a multi-jurisdictional approach for the construction and operation of "Navigation Centers" that will serve homeless adults, children and families located within the North Service Planning Area of Orange County.

RECOMMENDED ACTION:

1. That City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4).
2. That City Council approve the Memorandum of Understanding for the North Orange County Service Planning Area, authorize the City Manager to approve non-substantive changes as needed and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

BACKGROUND:

The general issue of homelessness is at the forefront of cities, counties, and the state due to the increase of homeless individuals, the lack of housing options, and deficiencies in our mental health services. Orange County is in the midst of a homelessness crisis, with the number of unsheltered homeless individuals increasing by 54 percent in the last five years, despite increasing expenditures to combat the issue.

Stanton is a member of the North Service Planning Area (North SPA), a regional subsection of the County of Orange's Continuum of Care system to address homelessness and is comprised of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Stanton, Villa Park, and Yorba Linda. The concept of the SPA allows for greater regional coordination while reducing the span of control regarding working with the County of Orange and other stakeholders.

In January 2019, in accordance with a federal mandate, the County conducted a Point in Time Count of all homeless individuals in the county – both sheltered and unsheltered. The results of that count are expected later this spring. According to the 2017 Point in Time Count, approximately 4,800 people in Orange County experienced homelessness. Of that total, approximately 2,550 of those were unsheltered on any given night. Approximately 1,100 of these unsheltered individuals resided in North Orange County. By mid-2017, homeless encampments and gathering places could be found in several areas throughout the county including the Santa Ana River Area: the Santa Ana Civic Center; and numerous parks, beaches, flood control channels, railroad right-of-ways and open space areas. In 2017 and 2018, multiple lawsuits were filed against the County of Orange and several cities related to policies and procedures impacting homeless individuals as well as related to the lack of adequate services and facilities for the homeless. While Stanton was not named a defendant on the *OC Catholic Worker et al* case that was filed in early 2018; it was named in a cross complaint filed by the City of Santa Ana that has not yet been served on the City.

Among the issues at stake in these local lawsuits was the validity of anti-camping and related laws. In the *Martin v. the City of Boise* case that was decided in 2018, the Ninth Federal District Court ruled that anti-camping laws violated homeless individual's eighth amendment rights as prohibiting them from sleeping outdoors amounted to cruel and unusual punishment if there are no low-barrier shelter options available.

By the end of 2017, there were only two County-operated homeless shelters – the Bridges at Kraemer Place in Anaheim (200 beds) and the Courtyard in Santa Ana (360+ beds). These shelters have operated at or near capacity since they opened. In addition to the County-operated shelters, there are numerous shelters operated by non-profits throughout the county including several in the North SPA. However, many of these shelters have certain barriers that restrict access to a specific population such as homeless families and single mothers. Therefore, by the end of 2017 there was a deficit number of low barrier shelter beds in the county.

ANALYSIS/JUSTIFICATION:

North Orange County SPA Efforts

To help provide a more regionally focused response to the homelessness crisis in Orange County, the County of Orange established three separate Service Planning Areas (SPA's) for the planning and delivery of homelessness services. The City of Stanton, along with 12 other north Orange County cities, became part of the North Orange County SPA. The North SPA, comprised of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Stanton, Villa Park, and Yorba Linda as well as the County, began working collectively to address homelessness in the region including seeking the development of multiple shelters to provide needed homeless services for the region.

After months of extensive discussions and assessments, two locations for the development of "navigation centers" (centers) were identified – one in Buena Park and the other in Placentia. These proposed locations were selected based on a number of factors including zoning, proximity to related services, and site availability. It is the intent that the centers will be a multi-jurisdictional approach to guiding underserved residents back into society by increasing access to a shelter with basic needs, health and job resources, and opportunities to reunite with friends and family. Each center is proposed to provide 100 beds and will operate similarly to the Bridges shelter. Combined with the 325 new beds being provided in the city of Anaheim, the North SPA region will have 525 additional beds available to homeless individuals. This amount complies with the Settlement Agreements with the Cities of Anaheim and Orange in the *OC Catholic Worker et al* case.

Funding for Center Construction and Operations

The estimated cost to acquire the sites and construct the two shelters is \$14,315,070 (\$7,515,070 for Buena Park and \$6,800,000 for Placentia). The two shelters will be constructed similarly to the Bridges shelter in Anaheim and the Orange Family Care Center in Orange. The annual estimated operational cost for the two centers is \$3,005,000.

The funding for the construction will be in the form of state homeless grant funds and local funds. Last fall, the North SPA applied for and was awarded \$12,062,300 in Homeless Emergency Aid Program (HEAP) funding from the State of California via the Orange County Continuum of Care Board. The HEAP funding is designed to provide direct assistance to cities and counties to address the homelessness crisis throughout California. Another funding source will be SB 2 (Building Homes and Job Act), which places a \$75 document recording fee on certain real estate transactions for the purpose providing funding for the development of affordable and homeless housing. Under SB 2, cities receive an annual allocation, with the County collecting and directing use for the smaller cities and larger cities receiving it directly. Combined, the North SPA cities are committing \$1,057,272 of their SB 2 funds to the two navigation center projects. Therefore, the balance of local funds needed for the projects is the \$1,195,498. The local share for Stanton is 6.31%. After the HEAP and SB2 funding, the City is responsible of \$75,386, which can be funded from Community Development Block Grant or Housing Authority Funds.

Acquisition and Costruction Costs

Funding Type	Total Amount	Stanton Share
HEAP Funding – Buena Park Award	\$6,412,300	
HEAP Funding – Placentia Award	\$5,650,000	
SB 2 Funding	\$1,057,272	
Local Funding	\$1,195,498	\$75,386
Total Project Cost	\$14,315,070	\$75,386

Funding for center operations is expected to be from County funds, SB 2 funds and other local funds. The County has committed to providing \$1.25 million for annual on-going operations. Future SB 2 funds will also provide for \$1.57 million annually. Therefore, local funds needed for annual operating costs is estimated to be approximately \$182,000. The City's local share is 7.80%, and the annual contribution is estimated at \$14,170, however that amount could fluctuate in future years based on changes in center operating costs and City use of beds in the centers. The City's share of operational costs can be funded from Community Development Block Grant or Housing Authority Funds.

Memorandum of Understanding Terms and Conditions

To identify the financial responsibility for the construction and operations for each city, as well as to identify the terms and conditions of city participation and center operations, a proposed Memorandum of Understanding (MOU) between the 13 North SPA cities has been negotiated. Provided below is a summary of the terms and conditions for the MOU:

1. Membership in the MOU identifies the 13 North SPA cities including two host cities (Buena Park and Placentia). Anaheim is a participating agency as it relates to reciprocal sharing of beds between the navigation centers. Anaheim is not a funding participant as they are the primary funding source for the two centers in their city. The County of Orange is a participating agency as it relates to funding and certain operations.
2. Agreement is for a ten-year term. The Agreement may be extended by mutual agreement of the cities.
3. Host cities can terminate their participation with a six-month notice while the other participating cities have a one-year noticing requirement.
4. The host cities are the owners and lead agencies for center operations, and shall enter into Operating Agreements with third-party operators for the day-to-day operations of the centers.
5. The share of funding for the construction and operations by each city is identified in the agreement (Party Share) and is based on a number of factors including population, the number of unsheltered homeless, and the number of existing shelter beds within each city. The Party Share is reflected separate formulas for construction and for operations in which Stanton is responsible for 6.31% of the local funding for construction costs and 7.80% of local funding for annual operations costs.
6. While host cities have priority to bed access, all cities shall have the right to utilize an approximate equivalent percentage of its city share of the total beds in

the centers. In theory, Stanton would have approximately 7.8% of bed access as the City is providing 7.8% of the local funding for center operations.

7. Host cities shall develop an Operating Plan which shall govern the day-to-day management and operation of the centers, and shall be incorporated into the Operating Agreement for the centers. The Operating Plan must be approved by the host cities, the center operator, and the participating cities. Both centers will operate with the same Operating Plan.
8. There shall be an Annual Audit of center operations to assess the sufficiency of the beds; each city's usage of beds over the past year; each city's anticipated bed needs for the ensuing year; funding needs and opportunities; anticipated capital improvement or operational expenses; and the extent to which the centers are achieving the purposes of this Agreement. Future funding needs and Party Share may be adjusted based on the result of the Annual Audit.
9. The highest-ranking appointed executive official for each of the Parties, or his/her duly authorized designee (Party Representative) will participate in annual reviews and approval of operating plans or other policies and procedures as needed. Amendments to this Agreement must be in writing and approved by the governing body of each Party.
10. The Parties shall select a Party to serve as the Program Treasurer. The identity of the Program Treasurer shall be memorialized in writing, and the Party Representatives may alter the identity of the Program Treasurer at any time, and the Program Treasurer may resign at any time, both without penalty, cause, or justification; provided that as much advance notice as possible shall be afforded in the case of Program Treasurer resignation. Subject to the foregoing, the Parties designate the City of La Palma to serve as the Program Treasurer. The Program Treasurer shall be entitled to recover the costs associated with serving in such capacity under this Agreement.

Please note that final negotiations on the MOU were still in progress at the time this report was published. A new MOU should be available prior to the Council Meeting and will be updated at that time.

CONCLUSION:

The Cities of Buena Park and Placentia are proceeding with their respective public review processes for the potential approval of their centers. It is anticipated that their City Councils will be voting on the projects in April. Should the projects be approved, it is estimated that the centers will be operational by late summer or early fall 2019, following the completion of the necessary tenant improvements. The commitment of the two host cities to be leaders in addressing the homelessness crisis is to be commended.

Also to be commended is the high level of cooperation among the 13 cities in the North SPA. This proposed MOU would not be possible without the cohesive nature of all the cities in being a part of the solution to address homelessness. There are very few multi-jurisdictional models similar to this MOU in this state or this country. Therefore, this MOU is unique and the cities acknowledge there will be necessary changes to the terms and conditions over time. As such, it is requested that the city managers be able to make non-substantive changes to the MOU so that the agreement is able to reflect the dynamic needs of homelessness services.

By executing the MOU, which leads to opening the two navigation centers in the north Orange County area, the cities of the North SPA believe that we will be complying with the federal mandate of the Honorable David O. Carter, United States District Court Judge, which has threatened to prohibit cities from enforcing anti-camping laws if additional shelters or alternative housing are not provided. It is also believed these centers will be in line with the recent ruling made in the *Martin v. the City of Boise* case. Overall, the North SPA cities believe that both the Buena Park and Placentia Navigation Centers are part of the region's commitment to continue to provide homeless individuals with the supportive services they need.

Finally, it is anticipated that the majority of the 11 cities of the North SPA (excluding Orange and Anaheim, who have already entered into Settlement Agreements) will be individually entering into Settlement Agreements with the plaintiffs from the *OC Catholic Worker et al* case to provide protection against future lawsuits related to homelessness issues. The proposed Settlement Agreements will mostly mirror the language in the Settlement Agreement between Orange and the plaintiffs approved in November 2018.

FISCAL IMPACT:

Stanton's share of construction and acquisition share is 6.31%, which at current estimates and after identified funding is \$75,386. Stanton's share of ongoing operations costs is 7.80%, which at current estimates and after identified funding is \$14,170 annually. Operating costs will be trued up each year based on actual expenditures, creating either a credit or additional required expenditure that would be shared by the member cities. Stanton's share of construction and operational costs can be funded through existing Community Development Block Grant or Housing Authority funds.

ENVIRONMENTAL IMPACT:

Approving the Memorandum of Understanding will have no impact to the environment.

LEGAL REVIEW:

None.

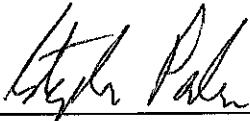
PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5. Provide a High Quality of Life.
6. Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared by:



Stephen M. Parker
Assistant City Manager

Approved by:



Jared L. Hildenbrand
City Manager

Attachment:

1. North SPA MOU
2. Exhibits to N-SPA MOU

MEMORANDUM OF UNDERSTANDING FOR THE NORTH ORANGE COUNTY SERVICE PLANNING AREA

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is dated as of April __, 2019 (“Effective Date”), and entered into by and among the Cities of Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Stanton, Yorba Linda, and Villa Park, each of which is a municipal corporation organized and existing under California law (cumulatively the “City Parties,” and at times individually a “City Party”), and the City of Anaheim, a California charter city (“Anaheim”), with reference to and in consideration of the following:

WHEREAS, like many other regions in California, the County of Orange (“Orange”) has seen a rapid and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the County to serve this population;

WHEREAS, as a result, local jurisdictions throughout the County have experienced increased incidents of unlawful camping and loitering activities in and upon portions of the public rights-of-way, parks, and other public facilities (“Public Property”) in violation of local anti-camping, anti-loitering, and/or park closure ordinances and regulations (“Anti-Camping Ordinances”);

WHEREAS, the use of Public Property in this manner creates health and safety risks to homeless persons due to traffic hazards, exposure to weather, inadequate sanitation, and other conditions detrimental to their wellbeing, and negatively impacts the health, safety, and general welfare of the community by degrading the environmental and physical condition of such Public Property, increasing risks associated the spread of illnesses, and frustrating the public purpose for which such Public Property is dedicated;

WHEREAS, on a broader scale, the County is a complex jurisdiction of interconnected systems, many of which have been impacted by the homeless crisis in the region, including but not limited to health care, criminal justice, child welfare, public transportation, economic and social, and legislative and political systems;

WHEREAS, in efforts to address this crisis, the County established an integrated Continuum of Care (“CoC”) to guide homeless individuals and families through a comprehensive array of services and housing designed to prevent and end homelessness;

WHEREAS, to better coordinate access points, assessments, resources, and programs serving persons experiencing homelessness, the CoC divided the County into three (3) geographic “Service Planning Areas” (or “SPAs”), with the “North Service Planning Area” (“North SPA”) including the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Rossmoor, Stanton, Villa Park, and Yorba Linda;

WHEREAS, on September 4, 2018, the United States Court of Appeals for the Ninth issued its decision in *Martin v. City of Boise* (“Boise Decision”), and holding that a local government’s enforcement of its Anti-Camping Ordinance against homeless persons, where the jurisdiction lacks sufficient overnight shelter facilities that are accessible to persons, violates rights protected by the Eight Amendment to the United States Constitution;

WHEREAS, on January 29, 2018, a legal action captioned *Orange County Catholic Worker et al. v. Orange County et al.*, was filed in United States District Court, Central District of California as Case No. 8:18-cv-00155 (the “Action”), against the County, Anaheim, the City of Costa Mesa, and the City of Orange (“Orange,” cumulatively “Defendants”), alleging that, pursuant to the Boise Decision, Defendant’s enforcement of their local Anti-Camping Ordinances against homeless persons was unconstitutional given the lack of accessible overnight shelter beds available to serve the homeless population within their respective jurisdictions;

WHEREAS, plaintiffs in the Action have advised that they intend to add the remaining North SPA Cities as parties to the Action, given that each are in substantially similar positions as the Defendants, with respect to having an insufficient number of overnight shelter facilities available to serve the homeless population within their respective jurisdictions;

WHEREAS, in furtherance of the health, safety, and well-being of all their residents, to return and preserve Public Property for its intended purpose, and in efforts to resolve the Action, the City Parties, located within the North SPA, have worked together cooperatively and in good-faith towards developing a regional solution to the current homeless crisis within their respective jurisdictions;

WHEREAS, as a result of such efforts, the City Parties have been awarded certain grant funds under California’s Homeless Emergency Aid Program (“HEAP”), and certain additional funds made available under Senate Bill 2, towards the acquisition, construction, and operation of two (2) new homeless shelter facilities to be located within the boundaries of the City Parties, and intended to exclusively serve the unsheltered homeless population currently residing within the jurisdiction of the City Parties;

WHEREAS, the City Parties desire to formalize the terms and conditions by which the above-referenced HEAP Funds and SB 2 Funds are aggregated, and combined with additional funds provided by each City Party from alternative sources, to finance the acquisition, construction, and operation of such two (2) new shelter facilities;

WHEREAS, the City Parties additionally desire to memorialize the terms and conditions by which: the two (2) new shelter facilities will be operated; the City Parties will equitably share access to the capacity provided by such new shelter facilities, as well as the capacity provided by existing shelter facilities in located within the boundaries of the City Parties; the City Parties will equitably share the costs and responsibilities associated with the acquisition, construction, operation, and maintenance of such new shelter facilities; and other related matters in furtherance of their common purpose;

WHEREAS, in efforts to further expand the resources available to serve homeless persons within their respective boundaries, the City Parties and Anaheim further desire to memorialize a reciprocal shelter capacity sharing agreement with Anaheim, governing the terms and conditions by which the City Parties and Anaheim will have access to a defined portion of the capacity provided in the other's shelter facility(ies);

WHEREAS, in addition to addressing the needs of homeless persons through the provision of overnight shelter, the City Parties covenant to work together, in furtherance of the CoC, towards developing and increasing the North SPA's inventory of long-term affordable and supportive housing units, such that homeless persons receiving services under this Agreement may transition from temporary or emergency shelter facilities, and into long-term and stable housing solutions; and

WHEREAS, each Party has caused this Agreement to be duly approved by its respective governing body, and by so doing, has found and determined that this Agreement furthers the health, safety, and general welfare of their respective residents.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. PURPOSE

This Agreement establishes a multi-jurisdictional memorandum of understanding for establishing, constructing, developing, maintaining, providing, operating, and facilitating the provision of overnight shelter in designated public facilities (termed "Navigation Centers" below), and the provision of certain services at such facilities, to homeless and chronically homeless adults, children, and families located within the North Service Planning Area of Orange County, California. This Agreement defines the respective rights and responsibilities of the Parties with respect to the financing, implementing, operating, and the provision of Services, as defined below, at the Navigation Centers.

2. DEFINITIONS

In addition to the other terms and phrases defined elsewhere in this Agreement, the following key capitalized terms and phrases used throughout this Agreement shall have the meaning assigned in this Section.

2.1. "Anaheim Center" shall mean and refer to the Salvation Army's planned Center of Hope located in the City of Anaheim, and specifically the portion thereof available for use by the City Parties under this Agreement as described in Section 4.1.

2.2. "City Program Costs" shall mean and refer to that portion of the Program Costs that are not funded by an alternative funding source described in Exhibit D(1) and D(2), and that

will be paid by the City Parties pursuant to the Cost Allocation Plan, as such City Program Costs are further detailed in Exhibit “D”.

2.3. “Cost Allocation Plan” shall mean and refer to the formula utilized to determine the Party Shares of the City Program Costs, as such formula is detailed in Exhibit “E”.

2.4. “Center Operator” shall mean and refer to the third-party contracted by a Host City to provide comprehensive and “turnkey” day-to-day management and operation of a New Center.

2.5. “Guests” shall mean and refer to homeless and chronically homeless adults, children, and families located within the Program Area.

2.6. “Guest Capacity” shall mean and refer to the number of beds provided in a Navigation Center, as detailed in Exhibit “B”.

2.7. “Host City” or “Host Cities” shall mean and refer to the City of Buena Park and/or the City of Placentia.

2.8. “Navigation Centers” shall mean and refer to those public facilities, and the Guest Capacity available at each, set forth in Exhibit “B”. Navigation Centers shall include the New Centers and the Anaheim Center.

2.9. “New Centers” shall mean and refer to the new Navigation Centers to be acquired, constructed, and operated in the Host Cities under this Agreement.

2.10. “Operating Agreement” shall mean and refer to the contract between a Host City and Center Operator for the operation of a New Center.

2.11. “Operating Plan” shall mean and refer to plan approved by a Host City, Party Representatives, and a Center Operator, that details the terms, conditions, and standards by which Services are made available to Guests at a New Center.

2.12. “Party Representative” shall mean and refer to the highest-ranking appointed executive official for each of the Parties, or his/or her duly authorized designee.

2.13. “Party Share” shall mean and refer to that portion of the City Program Costs allocated to each City Party in accordance with the Cost Allocation Plan, as detailed in Exhibit D(3) and (D)(4).

2.14. “Program” shall mean and refer to the Parties’ cooperative financing and planning for the acquisition, construction, operation and the provision of Services at the New Centers, and the cooperative sharing among the Parties of Guest Capacity at the Navigation Centers.

2.15. “Program Area” shall mean and refer to the North Service Planning Area of Orange County, California, the geographical boundaries of which are further defined in Exhibit “A.”

2.16. “Program Costs” shall mean and refer to the costs incurred by the Parties in the acquisition of New Center sites and the completion of modifications or capital improvements thereto, and annually to operate the New Centers during the Term (as defined below).

2.17. “Program Funds” shall mean and refer to all funds paid by or to the Parties under this Agreement, including but not limited to HEAP Funds and SB 2 Funds received by the Parties and contributed towards the Program.

2.18. “Program Property” shall mean and refer to all real and personal property purchased or acquired with Program Funds.

2.19. “Program Treasurer” shall mean and refer to the Party selected by the other Parties to serve as the treasurer, trustee, and manager of all Program Funds.

2.20. “Services” shall mean and refer to the provision of overnight shelter and other sanitation, nutritional, health, educational, supportive, and/or basic human services at Navigation Centers, as described in an Operating Plan.

3. TERM

3.1. **General Term.** This Agreement shall be effective as of the date which the last of the Parties has executed the same, which shall be inserted as the Effective Date in the first paragraph above, and shall remain in full force and effect until June 30, 2020, at which point this Agreement shall automatically renew and continue in effect for ten (10) consecutive one-year terms, the last of which shall expire on the date that is ten (10) years from the Effective Date (each an “Annual Term,” and cumulatively the “Term”). The Term may be extended upon the mutual written agreement of the Parties, or earlier terminated in accordance with the provisions of this Agreement.

3.2. Termination by City Parties.

a) **Notice and Effective Date.** Notwithstanding Section 3.1, any City Party, other than a Host City, may terminate its participation in this Agreement by providing one year’s written notice to all other Parties on or before the last day of any Annual Term (June 30), and following timely payment of the “Termination Fee.” This Agreement shall thereafter terminate as to the Party providing such notice at 11:59 p.m. on the last day of the immediately ensuing Annual Term.

b) **Termination Fee as Liquidated Damages.** The Termination Fee shall be equal to three times (3x) the most recent Party Share paid by the terminating City Party, plus an additional five percent (5%) of the resulting factor to account for increases in the consumer price index. The Termination Fee shall be paid by the terminating City Party to the Program Treasurer not later than six (6) months before the effective date of termination. Failure to timely remit the Termination Fee shall render a City Party’s notice of termination ineffective. The Parties acknowledge and agree that the Termination Fee shall constitute liquidated damages and not penalties, and are in addition to all other rights of the Parties, including the right to call a default

of this Agreement. The Parties further acknowledge that: (i) the amount of loss, costs, or damages likely to be incurred by the Parties resulting from a City Party terminating this Agreement before the end of the Term is incapable or is difficult to precisely estimate; (ii) the Termination Fee to be paid by any City Party bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable losses or costs likely to be incurred by the other Parties by virtue of a City Party's termination of this Agreement before the end of the Term; (iii) one of the reasons for the Parties reaching an agreement as to such amounts is the uncertainty regarding the question of actual losses, costs, or damages to be incurred by the Parties in such event; and (iv) the Parties are sophisticated business parties, have been represented by sophisticated and able legal counsel, and have negotiated this Agreement at arm's length.

c) **Continuing Enforceability.** Following the effective date of termination, the terminating City Party shall have no further obligations or rights with respect to this Agreement, except as expressly provided otherwise herein. Should any such terminating City Party desire to renew its participation in this Agreement in subsequent Annual Terms, such Party shall be subject to Section 3.6.

3.3. Termination by Host City

a) **Notice and Effective Date.** Notwithstanding Sections 3.1 and 3.2, Host Cities may terminate their participation by providing six (6) months written notice to all other Parties as follows: written notice of termination shall be provided on or before January 1 of each Annual Term, and this Agreement shall thereafter terminate as to the Host City providing such notice at 11:59 p.m. on the last day of the same Annual Term; for example, notice of termination provided before January 1, 2020, shall be effective as of June 30, 2020.

b) **Continued Operation of Navigation Center.** As a condition precedent to the effectiveness of a Host City's termination of this Agreement, such that a New Center / Navigation Center will no longer be operated within its jurisdiction, the Host City shall comply with all terms, conditions, and restrictions of the HEAP Funding, SB 2 Funding, and any other grants or similar funding provided to the Program and/or Host City relative to the New Center, and any Program Property in the possession and control of the Host City that was not acquired with such grant funds, and thus is not bound by associated grant restrictions, shall be managed and disposed of as directed by the Party Representatives. In the event of such Host Party's termination, the City Parties shall work together cooperatively and in good faith to satisfy the shelter needs of the Program Area following the Host City's termination. No Party shall be compelled under this Agreement to remain or serve as a Host City.

c) **Continuing Enforceability.** The Host City's notice of termination shall indicate whether the Host City is entirely terminating its participation in this Agreement, or whether it will remain a City Party. If the first, the terminating Host City shall be subject to Section 3.2(c). If the Host City is to remain a City Party, following the effective date of termination the Host City will be treated in all respects as a City Party under this Agreement, and subject to any adjustment to its Party Share and Cost Allocation Plan.

3.4. **Termination by Anaheim.** Notwithstanding Section 3.1, Anaheim may terminate its

participation in this Agreement by providing ninety (90) days' written notice to all other Parties at any time during the Term, and Anaheim shall not be subject to a Termination Fee.

3.5. New Parties

a) **Qualifying Agencies.** Only those cities, counties, or political subdivisions of the State whose jurisdictional boundaries include portions of, or overlap with, the Program Area qualify to be a Party to this Agreement ("Qualifying Agency"). Only unsheltered homeless persons identified within the Program Area may be served by the Program, and no Party shall directly or indirectly transport, or cause the transportation of, any such persons from outside the boundaries of the Program Area for an improper purpose or motivation, including but not limited to reducing the unsheltered count of the originating jurisdiction, alleviating the obligation of said jurisdiction to provide said person services or shelter, or utilizing Guest Capacity in the Navigation Centers.

b) **Financial Contribution of New Parties.** After the Effective Date, a Qualifying Agency that is not a Party may petition the Parties to be added to this Agreement, and will be made a Party hereto if: (1) the petition of the Qualifying Party is approved by the Party Representatives; (2) the Qualifying Party pays a pro-rated share of (i) the New Center Construction and Acquisition Costs actually incurred by the Parties, as estimated in Exhibit "C," and (ii) any other capital improvement, repair, or maintenance costs actually incurred by the Parties in connection with the New Centers between the Effective Date and the date which the Qualifying Agency is added as a Party. Upon being made a Party to this Agreement, and as condition precedent thereto, the Qualifying Agency shall be allocated and pay a Party Share consistent with the Cost Allocation Plan, and all other Party Shares shall be adjusted accordingly. The Parties acknowledge and agree that payments to be made by a Qualifying Agency under this Section fairly represent the Program benefits and burdens to the Parties. The addition of a New Party shall be considered a material change requiring approval of the Host Cities, in accordance with Section 10.1.

4. NAVIGATION CENTERS

4.1 Anaheim Center; Scope of Anaheim Participation and County Contribution Thereto

a) **Limited Scope.** The Parties agree that Anaheim's rights and obligations under this Agreement are limited to the reciprocal sharing of Guest Capacity between that provided by City Navigation Centers located outside of Anaheim's jurisdictional boundaries, and that provided by the Anaheim Center. Notwithstanding any contrary terms of provisions of this Agreement, Anaheim shall not be liable or responsible for the payment of Program Costs, City Program Costs, or any Party Share hereunder, nor shall Anaheim be entitled to receive any Program Funds, Program Property, or proceeds of Party Shares under this Agreement.

b) **Capacity Sharing Among City Parties and Anaheim.** Following the construction and commencement of operations of the second of the New Centers, or the Anaheim Center, whichever occurs later and continuing for so long as Anaheim remains a Party, Anaheim shall be entitled to use and access space for up to Two Hundred Twenty-Five (225) Guests in the City Navigation Centers, and in return, the City Parties, cumulatively, shall be entitled to use and access space for up to Two Hundred Twenty-Five (225) Guests in the Anaheim Center, as the

available capacity thereof may be approved by the operator of the Anaheim Center. The details, funding, and protocol for Capacity Sharing may be memorialized in a subsequent agreement between the Parties to the extent necessary to effectuate the purpose of this section; provided, however, that (i) in no event shall a person be admitted to the Anaheim Center or a City Navigation Center without the express consent of the receiving party (in the case of Anaheim, the consent of the City of Anaheim, and in the case of a City Navigation Center, the consent of the Host City), and (ii) Capacity Sharing is intended to be roughly proportional and reciprocal and the Parties agree to share information and work cooperatively to ensure that this goal is met. If Anaheim or any Host City requests in writing that a Capacity Sharing agreement be reached before this section is operative, the Parties shall negotiate cooperatively and in good faith to reach such an agreement. If such agreement is not reached within a reasonable period of time this Section 4 shall be null and void as to Anaheim. The Parties agree that this reciprocal sharing of Guest Capacity between the City Parties and Anaheim fairly represents a regional solution focusing on the privileges and benefits while addressing the anticipated challenges of spillover flowing to and imposed upon each such Party, and its respective community, by virtue of this Agreement.

c) Anaheim Participation Contingent on County Funding. Anaheim's participation and the effectiveness of Section 4.2(b) is contingent on the County providing financial assistance to facilitate the construction and operation of the Anaheim Center, with such assistance substantially consisting of the following: (1) for a period of two (2) years following the Effective Date, County will pay Anaheim the monetary sum of Five Hundred Thousand Dollars (\$500,000) per year and expenses for the Anaheim Center, or provide, in whole or in part, an equivalent value of services for the Anaheim Center; and (2) County will pay to Anaheim an additional monetary sum of One Million Two Hundred Thousand Dollars (\$1,200,000) for start-up costs. In the event the County fails or declines to provide such assistance to Anaheim, Anaheim may terminate its participation in this Agreement. Should the County provide such assistance, except as the City Parties may indirectly benefit from the County's assistance described in this section, the City Parties shall not be entitled to receive any portion of the funds or services to be provided to Anaheim under this Section.

4.2 City Navigation Centers. The Parties desire to work cooperatively and combine their respective resources for purposes of providing and coordinating the provision of Services to Guests at Navigation Centers located in the Program Area, and to acquire, construct, develop, and operate two New Centers (one to be located in each of the Host Cities).

a) Navigation Centers and Guest Capacity. For purposes of this Agreement, the Navigation Centers, and the existing or anticipated Guest Capacity of each, are set forth in Exhibit "B" to this Agreement.

b) Change in Navigation Centers. The Parties may, from time to time, close a Navigation Center, construct additional or replacement Navigation Centers, or amend the Guest Capacity of any Navigation Center, and/or a Host City may terminate its participation in this Agreement. In such case, the Parties shall amend this Agreement to provide an accurate listing of the Navigation Centers open and available for Guests at any given time during the Term, and shall adjust the Cost Allocation Plan and Party Shares as appropriate.

c) **Funding.** Funding for the City Navigation Centers subject to this Agreement shall be in accordance with Section 7.5(b)(1).

5. CONSTRUCTION AND MAINTENANCE OF NEW CENTERS

5.1. Ownership. The New Centers shall be owned by the applicable Host City, together with any Program Property in the custody or possession of a Host City; provided the New Centers and Program Property shall be utilized by Host Cities exclusively for purposes consistent with this Agreement.

5.2. Design. Each Host City shall have final authority over the design and construction of New Centers located in its jurisdiction, in accordance with each Host City's ownership rights and plenary land use authority. Prior to a Host City's commencement of construction of, or significant modifications or improvements to, a New Center, the Party Representatives will be provided a reasonable opportunity to review and provide input on the proposed design and amenities of the New Center, and the Host Cities will, in good faith, consider the input of the Party Representatives in finalizing the same.

5.3. Host City as "Lead Agency." The Host City for each New Center shall be the "lead agency" for purposes of improvements or modifications thereto, as well for the environmental review, acquisition, development, and construction of a New Center, and the operation, cleaning, maintenance, or repair of a New Center.

a) **Service Contracts.** As approved by the Party Representatives, each Host City will be the "contracting party" to any written agreements with qualified professional(s), service providers, and/or licensed contractor(s) ("Contractor") necessary for the development or operation of New Centers consistent with this Agreement.

b) **Procurement Practices.** A Party's purchase or acquisition of Program Property, or a Host City's retention of any Contractor, shall be governed by the procedural formalities and requirements of the Host City. The Parties agree that, to the extent practicable and not otherwise required by applicable law, Contractors should be selected after a competitive process that considers both price and capacity or qualifications to perform.

5.4. Minimum Housing Standards. The New Centers should comply with the building standards for emergency housing established by the California Department of Housing and Community Development, as the same may be amended from time to time, or if more stringent, and at the discretion of the Host City, the applicable building standards of the Host City ("Building Standards").

5.5. Minimum Facilities and Amenities. The New Centers should be improved and equipped with the facilities and amenities commonly associated with public facilities of similar type and purpose as approved by the Party Representatives, in sufficient quantities necessary to serve the Guest Capacity for each New Center.

5.6. Maintenance and Repairs. Host Cities will cause the New Centers to be regularly cleaned, maintained, and repaired in accordance with generally accepted standards, and as necessary to ensure compliance with the Building Standards. The Operating Agreements for the New Centers shall include terms and conditions requiring the Center Operators to comply with this Section.

5.7. Security. Each Host City will ensure that adequate security measures and policies are incorporated into the New Centers' construction and operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the Operating Plan developed by the Host City, Center Operator, and the Party Representatives, as described further below.

6. USE AND OPERATION OF NAVIGATION CENTERS

6.1. Exclusive Purpose of Navigation Centers. With the exception of the Anaheim Center, Navigation Centers subject to this Agreement will be used by the Parties exclusively for the purpose of providing Services to Guests located within the Program Area. The Parties agree to work cooperatively and in good faith, and to take such reasonable action(s) or precaution(s) as deemed necessary, to effectuate the purpose of this Section.

6.2. Use and Access of Navigation Centers. In consideration for the City Parties' payment of their respective Party Share, each City Party shall have the right to utilize an approximately equivalent percentage of its Party Share of total Guest Capacity in the Navigation Centers. The Parties shall have access to and utilize the monitoring and logging system developed and operated by the County to track the real-time availability of Guest Capacity in the Navigation Centers, and to make arrangements and reservations for the transportation of Guests thereto and therefrom. Parties utilizing Guest Capacity in New Centers shall comply with the applicable Operating Plan.

6.3. Length of Stay and Transitional Housing. Host Cities shall have the authority to establish reasonable restrictions on the maximum length of stay for any individual Guest in a New Center, which restriction shall be set forth in the Operations Plan. Any restrictions adopted pursuant to this Section by a Host City shall be consistent with those generally imposed by facilities of similar type, nature and purpose. Upon expiration of any length of stay imposed by a Host City, the Party from whose jurisdiction the Guest originated from shall provide transportation and otherwise facilitate the return of the Guest to said jurisdiction, subject to restrictions imposed by applicable laws. Consistent with the purposes of this MOU to provide a long-term solution to the unsheltered homeless population within the Program Area, the City Parties agree to work cooperatively and in good-faith towards facilitating the development of supportive short-term and permanent affordable housing units within their respective jurisdictions, such that Guests may be transitioned from the temporary shelter provided by Navigation Centers to long-term housing.

6.4. Host City Priority. The Host Cities shall have priority to utilize the available Guest Capacity in their respective New Center, and shall have the right of first refusal in the event of capacity overflow or shortages.

6.5. Annual Review of Party Usage. The Guest Capacity utilized by each Party shall be reviewed not less than once per year in conjunction with the Annual Meeting and in light of the Annual Report and Annual Audit described below, and the results of this review shall be used for making any necessary adjustments to the Party Shares or the Cost Allocation Plan to ensure the Parties' financial obligations hereunder accurately reflect the benefit derived; as well as to make any necessary revisions to the Operating Plans to further the goals and objectives of this Agreement. Notwithstanding the foregoing, during the first two (2) Annual Terms, the Party Representatives shall meet not less than once per quarter to review the matters described in this Section; provided that such a review shall be conducted at any time during the Term upon a request by two-thirds (2/3) of the Party Representatives.

6.6. Center Operators. Each Host City will enter into an Operating Agreement with a Center Operator for comprehensive and "turnkey" day-to-day management and operation of the New Center located within its jurisdiction. Except as otherwise agreed by the Parties, Center Operators shall be a non-profit organization with demonstrated experience operating similar facilities and providing similar services as contemplated in this Agreement, and shall be selected by the Host City following a competitive process, with the selection based on cost considerations, capacity to perform to the Services, qualifications and expertise, and such other matters deemed relevant by a Host City or the Party Representatives. A Host City's selection of a Center Operator shall be subject to approval by the Party Representatives.

6.7. Operating Plan. Each Host City shall develop an Operating Plan which shall govern the day-to-day management and operation of its New Center, and shall be incorporated into the Operating Agreement for the New Center. The Operating Plan must be approved by the Host City, the Center Operator, and the Party Representatives, and will address such matters as are detailed in Exhibit "F", in addition to such other terms and conditions that may be directed by the Host City and the Party Representatives.

6.8. Operating Agreement. Prior to a Host City's commencement of a solicitation for a Center Operator, the Party Representatives shall work cooperatively and in good faith to develop minimum experience and qualifications, as well as general standards, terms, and conditions to be included in an Operating Agreement necessary and appropriate to protect the Parties' respective interests. In addition to any other terms or conditions that may be directed by a Host City or Party Representative, each Operating Agreement will, to the maximum extent permitted by law, require the Center Operator to defend, indemnify, and hold the Parties harmless from and against any and all claims or damage to person or property relating to or arising from the Center Operator's management and operation of a New Center. The terms and conditions of Operating Agreements shall be subject to approval by the Party Representatives.

6.9. Low-Barrier Access. The New Centers shall be considered "low barrier" facilities for purposes of Guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operating Plan, as such may be approved by the Party Representatives and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the Host City is a party. Except as required to comply with applicable law or court order, the New Centers shall not be "no-

barrier” facilities, and shall have, at a minimum, access or entry conditions for Guests that are substantially similar to those utilized by the other Navigation Centers, and screening for felony warrants or registration as a sex offender as may be included in the Operating Plan.

6.10. Community Coordination and Communication. The Parties are committed to communication with neighbors on an ongoing basis. During the Term, the Parties and the Center Operators will work together cooperatively and in good faith to facilitate community forums, generate educational or outreach materials, and engage in similar activities to promote or further the purposes of the Program. The goal of such efforts will be to provide members of the community with opportunities to ask questions and receive information about the Navigation Centers and the Program. Any printed or published materials relating to the Program shall be subject to approval by the Party Representatives.

a) Complaints / Inquiries. Any community complaints and/or inquiries about the Program should be recorded and forwarded to the appropriate Party, or its designated point of contact, for prompt investigation. The Party Representatives and Center Operators shall work together to facilitate appropriate responses to customer service requests and prompt resolution of community complaints.

b) Visitors / Tours. Visits by members of the community and tours of Navigation Centers should be made available by the Host Cities, and will be coordinated by and through the Host City and the Center Operator.

c) Retention of Professional Service Providers. The Parties may retain or appoint professional service providers as necessary to provide public relations, legal, accounting, or other specialized support services for the Program. The Parties will designate a Party to serve as the contracting agency for any such purposes, and the need for and selection of any such professional service providers will be subject to approval by the Party Representatives. Costs and expenses incurred in the retention of professional services providers shall be a Program Cost.

d) Coordination of Government Agencies. The Program will be operated for the public good, and successful implementation will require the partnership of various stakeholders including the Parties, Center Operators, local school districts, and other local political subdivisions and community organizations. The Parties are, and the Center Operators shall be, committed to working cooperatively with numerous stakeholders to serve Guests in the Program Area. The Parties and the Center Operators will communicate and work collaboratively with local police, fire, and public safety departments through all stages of Program implementation, including but not limited to the design of New Centers, and the development and implementation of Operating Plans and Operating Agreements.

6.11. Annual Report. At least once per year, to be completed contemporaneously with the Annual Audit, the Parties shall cause a third-party to review and audit the day-to-day operational affairs of the Navigation Centers, and prepare an Annual Report to be presented to the Party Representatives. The Annual Report shall include such information as may be directed by the Party Representatives, but should at a minimum address such issues as: the sufficiency of the Guest Capacity for the Program Area; each Party’s usage of Guest Capacity over the past year;

each Party's anticipated Guest Capacity needs for the ensuing year; funding needs and opportunities; anticipated capital improvement or operational expenses for the Program; the extent to which the Program is achieving the purposes of this Agreement; and a performance review of the Navigation Centers, Center Operators, and Operating Plans. The Parties will designate a Party to serve as the contracting agent for such purposes, and the selection of a third-party to prepare the Annual Report shall be subject to approval of the Party Representatives. Costs and expenses incurred in the retention of professional services providers shall be a Program Cost.

7. FINANCIAL PROVISIONS

7.1. Program Treasurer. The Parties shall select a Party to serve as the Program Treasurer.

a) Designation. The identity of the Program Treasurer shall be memorialized in writing, and the Party Representatives may alter the identity of the Program Treasurer at any time, and the Program Treasurer may resign at any time, both without penalty, cause, or justification; provided that as much advance notice as possible shall be afforded in the case of Program Treasurer resignation. Subject to the foregoing, the Parties designate the City of La Palma to serve as the Program Treasurer.

b) Costs. The Program Treasurer shall be entitled to be recover the costs associated with serving in such capacity under this Agreement.

7.2. Program Accounts. The Program Treasurer shall establish and maintain the Program Accounts set forth in Exhibit "G", or such other or different accounts as may be directed by the Party Representatives from time to time, with a banking institution approved by the Party Representatives, into which the Program Treasurer shall deposit all Program Funds. The Program Funds deposited into each Program Account will be used for the specific purposes of such account.

7.3. No Comingling of Funds. Program Funds provided by the Parties for specific purposes under this Agreement shall be deposited into the designated Program Account, and shall not be comingled with funds provided for any other purpose, nor used for any purpose other than the specific purpose so designated, absent the approval of Party Representatives.

7.4. Permissible Use of Funds. Each Party represents and warrants to the other Parties that the funding source for the Party Shares paid under this Agreement may be used for the purposes described herein, and their expenditure was duly authorized by the governing board of the Party. Any restriction or limitation on the use of funds contributed by a Party under this Agreement shall be so designated and disclosed by the Party making the payment and, should such restrictions or limitations frustrate or hinder the purpose or administration of this Agreement, the Parties may require the Party Share be paid from an alternative funding source; provided that the Parties shall work together cooperatively and in good faith to attribute restricted funds provided by the Parties towards authorized purposes that further the Program before requesting an alternative funding source.

7.5. Description of Party Shares; Financial Contributions by the Parties.

a) **Anticipated Program Costs.** As of the Effective Date, the Parties agree that Exhibit “C” represents a reasonable estimate of Program Costs anticipated to be incurred by the Parties in the acquisition of New Center sites and the completion of modifications or capital improvements thereto (Exhibit C(1)), and annually to operate the New Centers during the Term (Exhibit C(2)). The Parties hereby approve of such Program Costs as the Program Budget, which will govern the Program Treasurer’s allocation of Program Funds to the Parties. At each Annual Meeting, a new Program Budget will be approved by the Party Representatives for the immediately ensuing Annual Term, and any such Program Budget may thereafter be modified, amended, or superseded by the Party Representatives.

b) Funding Sources and Parties’ Share of Program Costs

1. **Funding Sources and Party Shares.** As set forth in Exhibit D(1) and (D)(2), the Program Costs are anticipated to be paid for from four (4) funding sources: (1) HEAP Funding awarded to the City Parties; (2) SB 2 Funding provided to the City Parties; (3) funds contributed by the County; and (4) Party Shares. The portion of Program Costs to be paid from Party Shares are the City Program Costs, and each Party Share of such City Program Costs is detailed in Exhibit D(3) and D(4). Should any of the alternative funding sources fail, in whole or in part, then the unfunded portion of Program Costs shall be deemed City Program Costs, to be paid by the City Parties in accordance with the Cost Allocation Plan.

2. **Basis for Allocation; Cost Allocation Plan.** The Parties agree that each Party Share is intended to, and does, fairly represent the privileges, benefits, and burdens flowing to and imposed upon each such Party, and its respective community, in that each Party Share represents a portion of the City Program Costs that is substantially equal to each City Party’s anticipated use of the aggregate Guest Capacity of the Navigation Centers, and associated burdens of the Program carried by Host Cities. The Parties agree that each Party Share is consistent with the Cost Allocation Plan set forth in Exhibit “E” and that the Cost Allocation Plan accurately reflects the burdens and benefits of the Parties under this Agreement.

3. **Annual Meeting.** No later than ninety (90) days before the commencement of each Annual Term, the Parties shall review the results of the previous year’s Annual Audit, together with the Annual Report, existing Cost Allocation Plan, and Program Costs anticipated to be incurred in the current and future Annual Terms, and shall, cooperatively and in good faith: negotiate and reach a mutual agreement as to any adjustments or revisions to the Cost Allocation Plan necessary to finance and operate the Program and the Navigation Centers, and to improve, develop or repair the Navigation Centers; ensure that each Party Share fairly reflects the benefits and obligations to such Party under this Agreement, consistent with the considerations included in the Cost Allocation Plan; and to adopt and approve a new Program Budget for the immediately ensuing Annual Term.

4. **Notice of Party Shares.** Not later than sixty (60) days prior to the commencement of each Annual Term, the Parties shall finalize the Party Shares for the ensuing Annual Term based on the Cost Allocation Plan, and notice of each Party’s Share shall be provided by the Program Treasurer not later than thirty (30) days immediately preceding commencement of the applicable

Annual Term.

5. Timely Payment. Each Party shall pay the Party Share in consideration for its continuing right to use and access the Navigation Centers. Each Party's annual obligation to remit payment of the Party Share is contingent on the Parties making the Navigation Centers available to such Party for the applicable Annual Term. Each Party shall remit payment of its Party Share on or before the deadline established by the Party Representatives, and set forth in the notice by the Program Treasurer. Late payments shall accrue interest at the maximum interest rate permitted by law applicable to municipal corporations.

6. Funding Shortages. Should the Program experience a shortfall in funding during any Annual Term, the Program Treasurer, with the approval of Party Representatives, shall provide written notice to the Parties of the shortage, and the City Parties shall remit payment of required amounts within thirty (30) days' receipt of the same, with the amount of each City Party's payment to be based on the Cost Allocation Plan.

7. Reconciliation. If, during any Annual Meeting, the Party Representatives determine that past payments made by any Party were either in excess or less than the amount fairly attributable to that Party, that Party's Share shall be adjusted in future Annual Terms.

8. Public Benefit and Purpose. Each Party acknowledges that establishment and operation of the Program, including but not limited to development and operation of the Navigation Centers, is a substantial benefit to each such Party, and the residents, business, and communities residing within their respective jurisdictional boundaries. All Parties expressly declare that this Agreement, and all expenditures of public funds hereunder for the purposes described herein, furthers legitimate public purposes of combating and remediating incidents of homelessness in their communities.

9. No Repudiation of Party Share. In the event any Party refuses to receive or take advantage of the Program benefits, or access or utilize the Navigation Centers, despite the opportunity to do so as a Party to this Agreement, or in the case of a default or failure to pay its Party Share in accordance with this Agreement, each Party remains obligated to pay to the other Parties, by and through the Program Treasurer, its outstanding payments hereunder as they become due and payable, and any other Party may take any legal action as appropriate to obtain such payment.

10. Results of Nonpayment by Party. All Parties acknowledge that the failure of any Party to pay any amount hereunder will result in an increase in the operational costs of the Program to be divided among all other Parties. To that end, in the event any Party fails to pay, for any reason, any amount required to be paid by that Party under this Agreement within fifteen (15) days of when such payment is due, the amount of such nonpayment will be apportioned among the remaining Parties such that the remaining Parties will be responsible to pay such unpaid amount. Should the non-paying Party subsequently pay any portion of the amount owing, the increased cost paid pursuant to this Section by the remaining Parties will be reimbursed from such payment in a percentage equal to each Party's Share. Each Party's incremental increase in a contribution resulting from a Party's nonpayment will be due within thirty (30) days of notification by the

Program Treasurer. The obligation of Parties to pay increased amounts under this paragraph is not intended to be an exclusive remedy. The Parties reserve the right to take any action as is appropriate to obtain payment from any non-paying Party. Additionally, each Party paying increased costs pursuant to this paragraph, shall have and retain the right to take any action at law or equity as is appropriate to obtain reimbursement of such increased payment amounts from the non-paying Party.

11. No Reimbursement. Except as otherwise expressly provided herein, it is the intention of all Parties that no funds provided by any Party under this Agreement shall be reimbursed. The Parties acknowledge that the payments made or required under this Agreement represents a fair return and consideration in exchange for access and use of the Program and Navigation Centers during the Annual Term to which the payment or payment(s) relate(s). If, pursuant to judicial action or threat thereof, or for any other reason, any funds are reimbursed under this Agreement to any Party, other than as expressly provided herein, the remaining Parties will be responsible for paying the reimbursed amount, with each Party's repayment obligation equaling that used to establish the Party's Share.

12. Budgeting Party Contributions. For each Annual Term, each Party shall make every effort to adopt all necessary budgets and make all necessary appropriations for all payments due hereunder. The covenant contained in this Section shall be deemed to be, and shall be construed to be, contingent upon the continuing offer by other Parties to participate in the Program and be a party to this Agreement. To the extent the Parties offer access and use of the Program and Navigation Centers to any Party, the continued responsibility of such Party to make all payments required hereunder shall be a duty imposed by law and it shall be the duty of each and every public official of each Party to take such actions and do such things as are required by law in performance of the official duty of such officials to enable the Party to carry out and perform the covenants contained in this Section.

13. Mutual Covenant. All Parties acknowledge that the construction, maintenance and availability of Navigation Centers for the provision of Services to Guests, and the division of the costs of constructing and maintaining such Navigation Centers among the Parties allows for costs efficiencies and significant savings to each Party and that each Party has entered into this Agreement in reliance on such shared costs and resulting savings. Each Party, to provide assurance of such cost efficiencies to each remaining Party, hereby expresses its commitment to fulfill its stated obligations regardless of the term of the Agreement overlapping more than one fiscal year, and acknowledges the financial burden that any breach of the terms of this Agreement will have on all other Parties.

14. Grant Funding. The Parties are encouraged to pursue local, state, federal, and other grant opportunities and funding sources in furtherance of the Program, the Navigation Shelters, or towards a Party's financial contributions under this Agreement. To the extent possible, the Parties agree to work together cooperatively and in good faith in pursuit of funding opportunities.

7.6. Program Property. The Program Treasurer shall track and keep an accurate list of all Program Property valued at more than Five Hundred Dollars (\$500) that is acquired with

funds contributed by the Parties, including a record of which Party is in custody of such Program Property. Regardless of whether a Party holds legal title to any such Program Property, it shall be managed and utilized by the Party in custody and control of the same exclusively for purposes consistent with this Agreement.

7.7. Disposition of Program Property. In the event any Party is in possession of any item of Program Property that is not needed or currently being utilized for purposes consistent with this Agreement, the Party in possession shall, within a reasonable time of discovering the same: (1) provide written notice to the Parties; and (2) direct the transfer the Program Property to another Party for use in the Program, as approved by Party Representatives. In the event the transfer of Program Property is unnecessary or infeasible, the Program Property shall be sold at fair-market value within a reasonable period of time, and the proceeds immediately transferred to the Program Treasurer for deposit into Program Accounts, or for reimbursement or reduction of Party Shares, as may be directed by Party Representatives. To the extent state, federal, or grant restrictions direct the disposition or sale of Program Property acquired with any such funding source, the same shall govern and prevail over the terms of this Section.

7.8. Annual Audit. The Program Treasurer shall cause an independent financial audit of the Program Accounts to be completed for each tax year (January – December) during the Term, and the report shall be presented to the Parties at the Annual Meeting (“Financial Audit”). The Financial Audit shall comply with Generally Accepted Government Audit Standards, and shall be distributed to all Parties upon completion. The Program Treasurer shall be the “contracting party” for purposes of any third-party contract with an independent auditor.

8. DISPUTES, DEFAULTS, AND REMEDIES

8.1. General Disputes. Should the Parties be unable to reach a mutual agreement as to any matter necessary to effectively administer and operate the Program, such as the amount of any Party Share, as an alternative to terminating this Agreement or pursuing an alternative remedy, the Parties may mutually agree to refer the dispute to a neutral arbitrator for resolution, in which case the arbitrator’s determination shall be binding unless and until this Agreement is otherwise amended by the Parties.

8.2. Defaults.

a) Notice and Time to Cure. The failure by any Party to perform any of its obligations set forth in this Agreement shall constitute a default. Except as required to protect against further damages, the non-defaulting Parties may not institute legal proceedings against the Party in default until the non-defaulting Parties have provided the defaulting Party notice of the default and the cure period has expired: The cure period for any default shall be thirty (30) days after the defaulting Party’s receipt of written notice from the non-defaulting Parties that such obligation was not performed. In the case of a default which cannot be cured within the cure periods set forth in this section, the defaulting Party shall commence efforts to cure within such time periods, and shall diligently thereafter pursue to cure the default to completion within a reasonable period of time.

b) Cooperative Resolution. During the cure period set forth in paragraph (a), and prior to pursuing any remedies described in this Section, the Parties will attempt, in good faith, to find a mutually agreeable resolution through communicating with each other and attempting to resolve any substantive problems arising under this Agreement, including challenges arising from funding difficulties, and/or any difficulty with effectively implementing the responsibilities detailed in this Agreement. Communication and attempts to resolve such problems and difficulties prior to pursuing remedies under this Agreement include, but are not limited to, meeting together, amending this Agreement, and/or seeking the assistance of a jointly agreed upon mediator.

c) Remedies. Upon the occurrence of any default, and following written notice and expiration of the time to cure, the non-defaulting Parties may, at their option: declare this Agreement null and void with respect to the defaulting Party, in which case the defaulting party shall not be entitled to the benefits and privileges of this Agreement or the Program; or pursue damages or specific performance or other legal and equitable remedies the injured Parties may have against the non-defaulting Party in accordance with applicable law. Nothing herein shall be construed as the non-defaulting Parties' exclusive remedy for the remediation of default by a Party, and the non-defaulting Parties reserve the right to pursue any and all available rights and remedies at law or in equity.

d) Non-refund of Contributions. The payments made by all Parties pursuant to this Agreement shall be used for the Program in the manner described herein, and all Parties acknowledge and agree that the development, administration, and operation of the Program, including development of the New Centers, provides an immediate benefit to each Party and that no payments made pursuant to this Agreement shall be refunded for any reason other than as specifically authorized herein.

9. INDEMNITY AND INSURANCE

9.1. Indemnity / Hold Harmless. Each Party shall hold harmless, indemnify, and defend the other Parties, and each of them individually and jointly, and their respective officers, employees, and agents, from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of a Party's failure to fulfill any payment obligations of such Party arising pursuant to the performance or nonperformance of the Party's covenants and obligations under this Agreement, and which result from the actively negligent or wrongful acts of the Party, or its officers, employees, or agents. This provision requiring a Party to hold harmless, indemnify, and defend the other Parties shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of any independent contractor providing services pursuant to a contract with any other Party. In the event of concurrent negligence of the Parties or any other Party, its respective officers, or employees, and a Party, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

9.2. Insurance. Each Host City, and all Center Operators, shall obtain and maintain

in full force and effect throughout the term of this Agreement, or the term of the Center Operator's contract, as applicable, insurance of the types and in the amounts directed by the Party Representatives. Costs incurred by Host Cities in procuring or maintaining such insurance shall be a Program Cost.

10. MISCELLANEOUS

10.1. Approval by Party Representatives; Host City Authority. Any term or provision of this Agreement that calls for the direction, approval, or consent of the Party Representatives, shall mean and refer to the direction, approval, or consent of at least two-thirds (2/3) of the Party Representatives; provided that, notwithstanding anything contrary in this Agreement, Host Cities shall have discretion to approve or disprove any such action that: directly relates to the operation, management, capacity, construction, location, design, or scale of a Navigation Center located in the Host City's jurisdiction; results in the addition of a New Party to this Agreement; or any other action that, in Host City's reasonable discretion, will have a reasonably foreseeable negative material impact on residents, business, or public facilities in the area surrounding the New Center, materially increase the intensity of New Center use or capacity, or materially increase burdens on public services provided to said area.. Except as specifically provided herein, all actions reasonably necessary to effectuate the purpose of this Agreement and the Program may be performed by the Party Representatives except as may otherwise be prohibited by state or federal law.

10.2. Notice. Any notices provided to any Party in connection with this Agreement shall directed to the Party Representative of each of the Parties set forth in Exhibit "H".

10.3. Parties as Independent Contractors. Each Party is, and at all times shall be deemed to be, an independent contractor of the other Parties. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Agreement. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.

10.4. Governing Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the Parties agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

10.5. Amendments / Entire Agreement. Amendments to this Agreement must be in writing and approved by the governing body of each Party. This Agreement, and the various Exhibits referenced herein which are incorporated fully by this reference, is the entire agreement among the Parties with respect to the subject matter hereof, and it supersedes any prior written or oral agreements with respect to the subject matter.

10.6. Severability. If any section, subsection, paragraph, term, or provision of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this Agreement.

10.7. Attorneys' Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorneys' fees incurred in such action or proceeding.

10.8. Interpretation. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Agreement by the other Parties, or by any person representing the other Parties, or both. Accordingly, any rule or law (including Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement.

10.9. Non-Waiver of Rights and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

10.10. Authority. The Parties represent and warrant that this Agreement has been duly authorized by their respective governing boards, and executed by a duly authorized representative thereof, and constitutes the legally binding obligation of their respective Party, enforceable in accordance with its terms.

10.11. Assignment. Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties, and any such assignment without consent shall be null and void.

10.12. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when the Parties have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

[SIGNATURES]

Exhibit A

Program Area

Service Planning Areas

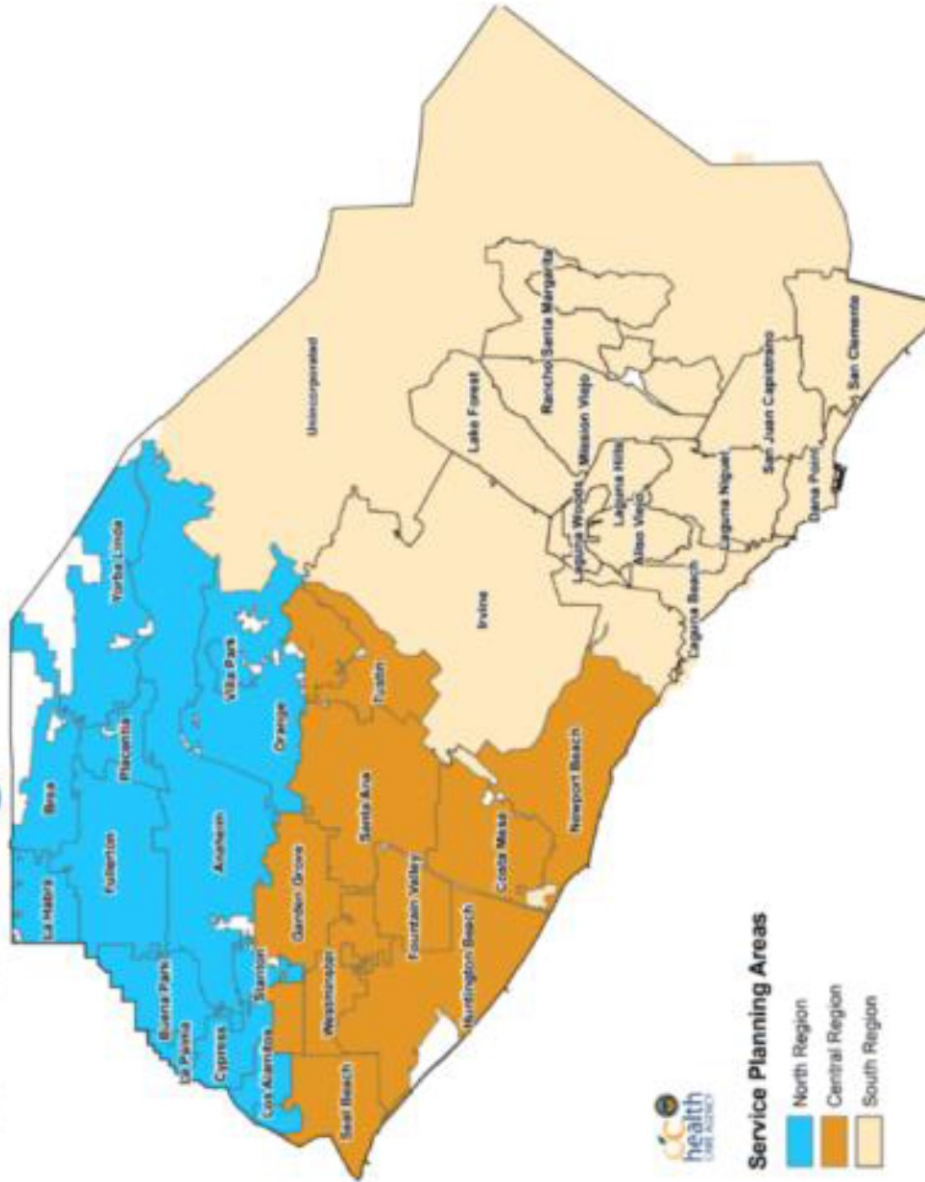


Exhibit B**Navigation Centers and Guest Capacity**

City Navigation Centers			
City	Current Centers' Capacity	New Centers' Capacity	Total Guest Capacity
Brea	0	0	0
*Buena Park	20	125	145
Cypress	0	0	0
Fullerton	359	0	359
La Habra	99	0	99
La Palma	0	0	0
Los Alamitos	36	0	36
Orange	154	0	154
*Placentia	70	100	170
Stanton	153	0	153
Yorba Linda	0	0	0
Villa Park	0	0	0
City Navigation Center Total	891	225	1,116
Anaheim Centers			
Anaheim	NA	225 (est.)	225 (City Party Use)
Program Total	NA	450	1,341

*** Designation of “Host Cities” for New Centers**

Exhibit C**Program Costs and Budget**

(1) New Center - Construction and Acquisition Program Costs (Estimate)		
New Center	Total Costs	Ave. Costs Per Bed
Buena Park	\$7,515,070	\$60,120.56
Placentia	\$6,800,000	\$68,000.00
Total	\$14,315,070	\$63,623.00

(2) New Center Ongoing Operations and N-SPA Administrative Program Costs (Annual Estimate – Year 1)		
Navigation Center	Total Costs	Ave. Costs Per Bed
Buena Park	\$1,600,000	\$12,800.00
Placentia	\$1,280,000	\$12,800.00
N-SPA Administration Costs	\$125,000	\$555.56
Total	\$3,005,000	\$13,356.00
Cost estimates assume capacity of 125 Guests at each New Center		

Exhibit D**Funding Sources and Party Shares**

(1) Funding Sources for New Center Construction and Acquisition Program Costs		
Funding Source	Funding Amount (est.)	Percent of Total
HEAP* Funding Awarded to Buena Park	\$6,412,300	44.79%
HEAP* Funding Awarded to Placentia	\$5,650,000	39.47%
SB 2** Funding to City Parties	\$1,057,272	7.39%
City Program Costs	\$1,195,498	8.35%
Total	\$ 14,315,070	100%

(2) Funding Sources for New Center Ongoing Operations Program Costs (Annual Estimate – Year 1)		
Funding Source	Funding Amount (est.)	Percent of Total
**SB 2 Funding to City Parties	\$1,573,214	52.35%
County Commitment	\$1,250,000	41.6%
City Program Costs	\$181,786	6.05%
Total	\$3,005,000	100%

(3) Party Shares of City Program Costs – Construction and Acquisition of New Centers		
City	Funding Amount (est.)	Percentage of City Program Costs
Brea	\$58,571	4.9%
Buena Park	\$151,669	12.69%
Cypress	\$58,892	4.93%
Fullerton	\$309,931	25.92%
La Habra	\$89,514	7.49%
La Palma	\$22,905	1.92%
Los Alamitos	\$19,102	1.6%
Orange	\$250,196	20.93%
Placentia	\$90,269	7.55%
Stanton	\$75,386	6.31%
Yorba Linda	\$63,841	5.34%
Villa Park	\$5,221	0.44%
Total	\$1,195,498	100%

(4) Party Shares of City Program Costs – Ongoing Operations of New Centers (Year 1)		
City	Funding Amount	Percentage of City Program Costs
Brea	\$11,256	6.19%
Buena Park	\$3,762	2.07%
Cypress	\$11,629	6.40%
Fullerton	\$56,307	30.97%
La Habra	\$17,368	9.55%
La Palma	\$4,320	2.38%
Los Alamitos	\$3,673	2.02%
Orange	\$46,229	25.43%
Placentia	(\$1,385)	(-0.76%)
Stanton	\$14,170	7.8%
Yorba Linda	\$13,344	7.34%
Villa Park	\$1,112	0.61%
Total	\$181,786	100%

* HEAP Detail: Total HEAP award to Program is \$12,062,300, which is comprised of \$6,500,000 commitment from the County of Orange from its HEAP Funding allocation, and \$5,562,300 in HEAP funds awarded to the North SPA.		
** Estimated SB 2 Funding Allocation to City Parties		
City	Construction Cost SB 2 Share – Large Cities	Operations Cost SB 2 Share (50% of Large City, 100% of Small City)
Buena Park	\$164,351	\$153,436
Fullerton	\$306,432	\$286,081
La Habra	\$173,086	\$161,590
Orange	\$270,392	\$252,434
Placentia	\$95,597	\$89,248
Yorba Linda	\$47,417	\$44,268
Cypress	X	\$174,077
Brea	X	\$150,741
Stanton	X	\$140,726
La Palma	X	\$56,693
Los Alamitos	X	\$42,374
Villa Park	X	\$21,551
Total	\$1,057,274	\$1,573,217

Exhibit E
Cost Allocation Plan

				Construction & Acquisition (Credit)/ Surcharge %	Operations (Credit)/ Surcharge %	Final Construction & Acquisition Share %	Final Operations Share %
City	% Population	% Unsheltered Homeless	50/50 Formula				
Brea	6.13%	3.35%	4.74%	0.1594%	1.4522%	4.90%	6.19%
Buena Park	11.77%	13.67%	12.72%	-0.0318%	-10.6489%	12.69%	2.07%
Cypress	6.98%	2.51%	4.74%	0.1815%	1.6526%	4.93%	6.40%
Fullerton	19.99%	32.50%	26.24%	-0.3167%	4.7329%	25.92%	30.97%
La Habra	8.71%	6.28%	7.49%	-0.0042%	2.0620%	7.49%	9.55%
La Palma	2.18%	1.53%	1.86%	0.0568%	0.5172%	1.92%	2.38%
Los Alamitos	1.61%	1.67%	1.64%	-0.0421%	0.3804%	1.60%	2.02%
Orange	19.66%	21.90%	20.78%	0.1523%	4.6544%	20.93%	25.43%
Placentia	7.29%	8.23%	7.76%	-0.2066%	-8.5191%	7.55%	-0.76%
Stanton	5.37%	7.67%	6.52%	-0.2167%	1.2726%	6.31%	7.80%
Yorba Linda	9.49%	0.70%	5.09%	0.2467%	2.2471%	5.34%	7.34%
Villa Park	0.83%	0.00%	0.42%	0.0216%	0.1966%	0.44%	0.61%
	Proposed Beds						
	No Current or Proposed Beds						
	Current Beds						

*20% Credit/Surcharge for Operations is based on 71% of estimated ancillary expenses to be incurred by 2 Host Cities and then allocated to the nonhost cities by percent of remaining regional population. Based on the current cost estimates the credit equals 20% of operational costs (\$576,000).

Construction & Acquisition Costing			
Proposed Share Formula = % of Population and % of Homeless plus or minus surcharge			
City	Final Construction & Acquisition Share %	City Allocation of 100% Construction & Acquisition	Construction & Acquisition HEAP/SB2 \$13,119,572 (91.65%) Cities \$1,195,498 (8.35%)
Brea	4.90%	\$701,343	\$ 58,571
Buena Park	12.69%	\$1,816,103	\$ 151,669
Cypress	4.93%	\$705,180	\$ 58,892
Fullerton	25.92%	\$3,711,161	\$ 309,931
La Habra	7.49%	\$1,071,855	\$ 89,514
La Palma	1.92%	\$274,272	\$ 22,905
Los Alamitos	1.60%	\$228,734	\$ 19,102
Orange	20.93%	\$2,995,887	\$ 250,196
Placentia	7.55%	\$1,080,897	\$ 90,269
Stanton	6.31%	\$902,678	\$ 75,386
Yorba Linda	5.34%	\$764,442	\$ 63,841
Villa Park	0.44%	\$62,519	\$ 5,221
TOTAL		\$14,315,070	\$ 1,195,498
HEAP/SB2			\$ 13,119,572
County Commitment of \$6,500,000 made through HEAP funds			
Proposed and Current Beds			
No Current or Proposed Beds			
Current Beds			

Operations Costing			
Proposed Share Formula = % of Population and % of Homeless plus or minus surcharge			
City	Final Operations Share %	City Allocation of 100% Annual Operations	Annual Operation County \$1.25M (41.6%) SB2 \$1,573,721(52.35%) Cities \$181,786 (6.05%)
Brea	6.19%	\$186,072	\$ 11,256
Buena Park	2.07%	\$62,190	\$ 3,762
Cypress	6.40%	\$192,239	\$ 11,629
Fullerton	30.97%	\$930,783	\$ 56,307
La Habra	9.55%	\$287,092	\$ 17,368
La Palma	2.38%	\$71,411	\$ 4,320
Los Alamitos	2.02%	\$60,711	\$ 3,673
Orange	25.43%	\$764,182	\$ 46,229
Placentia	-0.76%	-\$22,891	\$ (1,385)
Stanton	7.80%	\$234,244	\$ 14,170
Yorba Linda	7.34%	\$220,583	\$ 13,344
Villa Park	0.61%	\$18,383	\$ 1,112
TOTAL		\$3,005,000	\$ 181,786
SB2 Funds			\$ 1,573,214
County Contribution			\$ 1,250,000
Proposed and Current Beds			
No Current or Proposed Beds			
Current Beds			

SB 2 Estimates			
City	Construction Cost	SB2 Share - Large Cities	Operations SB2 Share (50% of Large City; 100% of Small City)
Buena Park	\$	164,351	\$ 153,436
Fullerton	\$	306,432	\$ 286,081
La Habra	\$	173,086	\$ 161,590
Orange	\$	270,392	\$ 252,434
Placentia	\$	95,597	\$ 89,248
Yorba Linda	\$	47,417	\$ 44,268
Cypress			\$ 174,077
Brea			\$ 150,741
Stanton			\$ 140,726
La Palma			\$ 56,693
Los Alamitos			\$ 42,374
Villa Park			\$ 21,551
TOTAL	\$	1,057,274	\$ 1,573,217

Exhibit F

Operating Plan Considerations

In addition to other matters directed by Party Representatives, Operating Plans should address or include the following:

- A. General policies and procedures that promote utmost safety for Guests, staff, volunteers, and the community, and New Centers should strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.
- B. Security measures including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, lighting, law enforcement patrols, and neighborhood safety and patrols.
- C. Fire, earthquake, and disaster safety, including but not limited to evacuation plans fire prevention procedures, fire drills and documentation, fire inspections and extinguishers.
- D. Guest access, including but not limited to hours of operation, controlled access, transportation of Guests to and from Navigation Centers from jurisdiction of residence, overflow management, screening procedures and criteria, identification requirements and procedures, storage of Guest property, and animal policies.
- E. Guest rules of conduct and guidelines, including anti-loitering policies, the use of controlled and over the counter substances, possession of weapons or drug paraphernalia, and dispute resolution procedures.
- F. Access and referral of Guests to emergency and medical care, including both on site of New Centers and coordination with local EMT providers and medical facilities.
- G. Coordination with transitional housing providers to locate transitional housing vacancies for Guests, and connect Guests to local service providers, with a goal of increasing the Navigation Center turnover rate as Guests are successfully matched to alternate housing opportunities.
- H. Health policies designed for safety of staff and Guests, including procedures for the handling and disposal of hazardous materials, precautions in handling of laundry and cleaning, and general self-health care, wearing appropriate protective garments (i.e. gloves), use of disinfecting cleaning products, and hand-washing procedures.
- I. Disease prevention protocols for prevention and treatment of diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases.
- J. Compliance with all local, state, and federal laws, regulations, and policies, including but not limited to labor laws, non-discrimination laws and polices, the Americans with Disabilities Act, gender-specific programming policies, religious freedom, and sexual harassment.

- K. Requirements for the safety of children and vulnerable adults among the Guest population, including staff trained in sex offender policies, child abuse, and vulnerable adult abuse and screening for sex offenses through the National Megan's Law database.

Exhibit G

Program Accounts

- A. Capital Improvement Fund.** Monies in the CPI Fund shall be used solely and exclusively for purposes of financing costs associated with the expansion, modification, improvement, retrofitting, construction, and/or development of the New Centers, including any pre or post-construction work associated with the foregoing.
- B. Maintenance and Repair Fund.** Monies in the M&R Fund shall be used solely and exclusively for purposes of financing costs associated with the regular and routine maintenance, repair, or replacement of capital improvements associated with the New Centers.
- C. Operating Fund.** Monies in the Operating Fund shall be used solely and exclusively for purposes of financing costs associated with the day-to-day on-site management and operation of the New Centers, including such expenses as insurance, personnel, consumables, disposables, refuse disposal, utility costs, professional services providers, etc.

Exhibit H**Notices and Designation of Party Representatives**

City	Party Representative(s)
Anaheim	
Brea	
Buena Park	Jim Vanderpool, City Manager Address: Email: Tel.: With copy to: Christopher Cardinale, City Attorney 13181 Crossroads Pkwy North – Suite 400 City of Industry, CA 91740 Email: ccardinale@agclawfirm.com Tel.: (562)699-5500
Cypress	
Fullerton	
La Habra	
La Palma	
Los Alamitos	
Orange	
Placentia	
Stanton	
Yorba Linda	
Villa Park	