



**AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, MAY 12, 2020 - 6:30 P.M.**

SAFETY ALERT – NOTICE REGARDING COVID-19

The President, Governor, and the City of Stanton have declared a State of Emergency as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor also issued Executive Order N-25-20 that directs Californians to follow public health directives including cancelling all large gatherings. Governor Newsom also issued Executive Order N-29-20 which lifts the strict adherence to the Brown Act regarding teleconferencing requirements and allows local legislative bodies to hold their meetings without complying with the normal requirements of in-person public participation. Pursuant to the provisions of the Governor’s Executive Orders N-25-20 and N-29-20 the May 12, 2020, Joint Regular City Council Meeting will be held telephonically.

The health and well-being of our residents is the top priority for the City of Stanton and you are urged to take all appropriate health safety precautions. To that end, out of an abundance of caution the City of Stanton is eliminating in-person public participation. Members of the public wishing to access the meeting will be able to do so telephonically.

In order to join the meeting via telephone please follow the steps below:

1. Dial the following phone number +1 (669) 900-9128 US (San Jose).
2. Dial in the following **Meeting ID: (868 2903 2065)** to be connected to the meeting.

ANY MEMBER OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT FOR ANY ITEM ON THE AGENDA MAY DO SO AS FOLLOWS:

E-Mail your comments to pvazquez@ci.stanton.ca.us no later than 5:30 p.m. before the meeting (Tuesday, May 12, 2020). Please identify the Agenda item you wish to address in your comments. Your e-mailed comments will be compiled and provided to the City Council and will be read into the record.

The Stanton City Council and staff thank you for your continued patience and cooperation during these unprecedented times. Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk’s Office at (714) 890-4245.

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.

The City Council agenda and supporting documentation is made available for public review and inspection during normal business hours in the Office of the City Clerk, 7800 Katella Avenue, Stanton California 90680 immediately following distribution of the agenda packet to a majority of the City Council. Packet delivery typically takes place on Thursday afternoons prior to the regularly scheduled meeting on Tuesday. The agenda packet is also available for review and inspection on the city's website at www.ci.stanton.ca.us.

1. CLOSED SESSION (6:00 PM)

- 2. ROLL CALL** Council / Agency / Authority Member Ramirez
Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Van
Mayor Pro Tem / Vice Chairperson Warren
Mayor / Chairman 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 COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 1

4C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 1

4D. 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

- 6. ROLL CALL** Council / Agency / Authority Member Ramirez
Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Van
Mayor Pro Tem / Vice Chairperson Warren
Mayor / Chairman Shawver

7. PLEDGE OF ALLEGIANCE

- 8. SPECIAL PRESENTATIONS AND AWARDS** None.

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 April 10 – 23, 2020 in the amount of \$1,387,649.53.

9C. APPROVAL OF MINUTES

1. City Council approve Minutes of Special Meeting – April 14, 2020; and
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – April 14, 2020; and
3. City Council approve Minutes of Special Meeting – April 28, 2020; and
4. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – April 28, 2020; and
5. City Council approve Minutes of Special Meeting – April 30, 2020.

9D. ACCEPTANCE OF THE FY19/20 CITY HALL CARPET AND LINOLEUM PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The FY 19/20 City Hall Carpet and Linoleum Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$106,835.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of May 12, 2020 and recommends that the City Council accept the completed work performed on this project.

The original construction contract cost for the FY 19/20 City Hall Carpet and Linoleum Project was for \$102,900.00. The 3.8% out of 10% contingency was used for additional unforeseen work requested by staff.

RECOMMENDED ACTION:

1. City Council declares this project categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Accept the completion of improvements for the FY 19/20 City Hall Carpet and Linoleum Project, as certified by the City Engineer, and affix the date of May 12, 2020 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$106,835.00 with Bob Mardigian Floor Covering; and

4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange; and
5. Direct City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to Bob Mardigian Floor Covering in the amount of \$5,341.75.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1099

This Ordinance was introduced at the regular City Council meeting of April 28, 2020.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1099, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL INC., A CALIFORNIA CORPORATION FOR CERTAIN REAL PROPERTY LOCATED AT 10871 WESTERN AVENUE, WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH"; and

2. City Council adopt Ordinance No. 1099.

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

12. NEW BUSINESS **None.**

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 or on a particular item may do so by submitting their comments via E-Mail to pvazquez@ci.stanton.ca.us with the subject line "PUBLIC COMMENT ITEM #" (*insert the item number relevant to your comment*) or "PUBLIC COMMENT NON-AGENDA ITEM #". Comments received by 5:30 p.m. before the meeting (*Tuesday, May 12, 2020*) will be compiled, provided to the City Council and will be read into the record.

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled: None.

15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING REVIEW OF THE ORANGE COUNTY SHERIFF'S DEPARTMENT CONTRACT

At the April 28, 2020 City Council meeting, Mayor Shawver requested that this item be agendaized for discussion.

RECOMMENDED ACTION:

City Council provide direction to staff.

15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING FORMATION OF AN AD-HOC COMMITTEE (STANTON ECONOMIC RECOVERY ADVISORY COMMITTEE)

At the April 28, 2020 City Council meeting, Mayor Shawver requested that this item be agendaized for discussion.

RECOMMENDED ACTION:

City Council provide direction to staff.

15F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE STANTON MUNICIPAL CODE RELATED TO RESIDENTIAL PARKING REQUIREMENTS

At the request of Mayor Pro Tem Warren, staff has prepared a memo to provide an overview of the Stanton Municipal Code (SMC) related to residential parking requirements.

RECOMMENDED ACTION:

City Council receive and file the report.

15G. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CENSURING OF MAYOR DAVID J. SHAWVER

At the April 28, 2020 City Council meeting, Council Member Van requested that this item be agendaized for discussion.

RECOMMENDED ACTION:

City Council provide direction to staff.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY FIRE AUTHORITY

At this time the Orange County Fire Authority 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 7th day of May, 2020.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

April 10 - 23, 2020

\$1,387,649.53

*VOID 132000 - 132022

\$1,387,649.53

**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.**



Finance Director

*used for alignment for check printing

**MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE
CITY OF STANTON
SPECIAL JOINT MEETING APRIL 14, 2020**

1. CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Mayor/Chairman Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Mayor/Chairman David J. Shawver.

3. ROLL CALL

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

Absent: None.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS

- Mr. Dean Taylor, resident, spoke in opposition to the opening/placement of a COVID-19 motel program within the City of Stanton and spoke regarding his concerns with the rising homeless population.

6. CLOSED SESSION

The members of the Stanton City Council/Successor Agency/Housing Authority of the City of Stanton proceeded to closed session at 5:00 p.m. for discussion regarding:

6A. CONFERENCE WITH COUNTY COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

6B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 1

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6C. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 1

6D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code Section 54956.8)

Property: 8830 Tina Way, Stanton, CA (APN 126-481-01)
8840 Tina Way, Stanton, CA (APN 126-481-02)
8850 Tina Way, Stanton, CA (APN 126-481-03)
8860 Tina Way, Stanton, CA (APN 126-481-04)
8880 Tina Way, Stanton, CA (APN 126-481-06)
8921 Pacific Avenue, Stanton, CA (APN 126-481-21)
8971 Pacific Avenue, Stanton, CA (APN 126-481-16)
8890 Pacific Avenue, Stanton, CA (APN 126-482-07)
8960 Pacific Avenue, Stanton, CA (APN 126-482-14)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Jarad L. Hildenbrand, Executive Director, Housing Authority
Jarad L. Hildenbrand, Executive Director, Successor Agency
Trachy Family Trust, Owner
Steven W. Reiss Trust, Owner
Jennie Trust, Owner
Trang Trust, Owner
Triple Star Company, LLC, Owner
Sky Nguyen / SN Living Trust, Owner
Steven W. Reiss Trust, Owner
Ngoc Trieu and Andy Pham, Owner
David M. Cook and Daphne Chakran, Owner

Under Negotiation: Instruction to negotiator will concern price and terms of payment.

6E. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code Section 54956.8)

Property: 11870 Beach Boulevard, Stanton, CA (APN 131-241-21)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton, Owner

Under Negotiation: Instruction to negotiator will concern price and terms of payment.

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7. CALL TO ORDER / SPECIAL CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING

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

The City Council/Successor Agency/Housing Authority reconvened in open session at 6:00 p.m.

The City Attorney/Agency Counsel reported that the Stanton City Council/Successor Agency/Housing Authority met in closed session from 5:00 to 6:00 p.m.

The City Attorney/Agency Counsel reported that there was no reportable action.

8. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 6:00 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

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MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING APRIL 14, 2020

1. CALL TO ORDER / CLOSED SESSION

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

2. ROLL CALL

Present: Council/Authority Member Ramirez, Council/Authority Member Taylor, Council/Authority Member Van, Mayor Pro Tem/Vice Chairperson Warren, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

- Mr. Cesar Covarrubias, The Kennedy Commission, submitted an e-comment regarding the need for the City to prioritize affordable housing with rents that are affordable to households with very low and extremely low incomes.

4. CLOSED SESSION

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

4A. CONFERENCE WITH COUNTY COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 1

4C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 1

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4D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code Section 54956.8)

Property: 8830 Tina Way, Stanton, CA (APN 126-481-01)
8840 Tina Way, Stanton, CA (APN 126-481-02)
8850 Tina Way, Stanton, CA (APN 126-481-03)
8860 Tina Way, Stanton, CA (APN 126-481-04)
8880 Tina Way, Stanton, CA (APN 126-481-06)
8921 Pacific Avenue, Stanton, CA (APN 126-481-21)
8971 Pacific Avenue, Stanton, CA (APN 126-481-16)
8890 Pacific Avenue, Stanton, CA (APN 126-482-07)
8960 Pacific Avenue, Stanton, CA (APN 126-482-14)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Jarad L. Hildenbrand, Executive Director, Housing Authority
Jarad L. Hildenbrand, Executive Director, Successor Agency
Trachy Family Trust, Owner
Steven W. Reiss Trust, Owner
Jennie Trust, Owner
Trang Trust, Owner
Triple Star Company, LLC, Owner
Sky Nguyen / SN Living Trust, Owner
Steven W. Reiss Trust, Owner
Ngoc Trieu and Andy Pham, Owner
David M. Cook and Daphne Chakran, Owner

Under Negotiation: Instruction to negotiator will concern price and terms of payment.

4E. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code Section 54956.8)

Property: 11870 Beach Boulevard, Stanton, CA (APN 131-241-21)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton, Owner

Under Negotiation: Instruction to negotiator will concern price and terms of payment

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

The meetings were called to order at 6:32 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.

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6. ROLL CALL

Present: Agency Member Ramirez, Agency Member Taylor, Agency Member Van, Vice Chairperson Warren, and Chairman Shawver.

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Council Member Hong Alyce Van.

8. SPECIAL PRESENTATIONS AND AWARDS None.

9. CONSENT CALENDAR

City Manager Jarad L. Hildenbrand requested to pull Item 9G from the Consent Calendar for separate discussion.

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

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)
NOES: None
ABSTAIN: None
ABSENT: None

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 March 13 - 19, 2020, March 20 – 26, 2020 and March 27 – April 2, 2020, in the amount of \$1,929,635.96.

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9C. APPROVAL OF MINUTES

1. The City Council approved Minutes of Special Meeting – March 24, 2020; and
2. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – March 24, 2020; and
3. The City Council approved Minutes of Special Meeting – April 2, 2020; and
4. The City Council approved Minutes of Special Meeting – April 8, 2020.

9D. APPROVAL OF CONTRACT AMENDMENT #1 EXTENDING THE CONTRACT WITH VENCO WESTERN, INC. TO PROVIDE PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES

A contract was awarded to Venco Western, Inc. at the September 8, 2015 City Council meeting to provide Citywide Landscape Maintenance Services. The contract was extended twice for one year periods and is set to terminate on June 30, 2020. The contractor has requested an extension of the contract for two additional. The contract would expire on June 30, 2022.

1. The City Council declared that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approved Contract Amendment #1 with Venco Western, Inc.; and
3. Authorized the City Manager to bind the City of Stanton and Venco Western, Inc. in a contract amendment.

9E. LEASE AGREEMENT FOR HOLLENBECK PARK

Hollenbeck Park is located on Southern California Edison property. A lease agreement is required in order for the City of Stanton to keep utilizing Southern California Edison's right-of-way for Hollenbeck Park. The new five year lease agreement begins June 2020.

1. The City Council declared that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15061(b)(3); and
2. Authorized the City Manager to enter into a lease agreement with Southern California Edison.

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9F. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING SUBDIVISION IMPROVEMENT AGREEMENT TRACT MAP NO. 18153

The final tract map for the development of two hundred and eight (208) condominium units, private streets, and private park area for the property located at the intersection of Beach Boulevard and Village Center Drive (12631-12811 Beach Blvd.) was approved on March 24, 2020. The Subdivision Improvement Agreement has been submitted for final approval.

1. The City Council declared this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
3. Authorized the Mayor to execute the attached Subdivision Improvement Agreement for Tract No. 18153.

9H. RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 AND TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR ANNUAL ADMINISTRATION SERVICES FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1, PROTECTIVE SERVICES TAX ROLL, AND SEWER USER FEE

As part of the annual update to the Lighting and Landscape District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the Fiscal Year 2020-21 update.

In addition, staff is seeking City Council approval of a professional services agreement with Harris & Associates to perform the annual administration services for Stanton Lighting and Landscaping District No. 1, which includes the preparation of the Engineer's Report. In addition, the agreement includes the annual administration for the protective services tax roll and sewer user fee. Harris & Associates agreed to perform this work for the same fee as Fiscal Year 2019-20.

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

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2. Adopted Resolution No. 2020-05 initiating proceedings and ordering the Engineer's report for the Fiscal Year 2020-21 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, 2020, AND ENDING JUNE 30, 2021; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH"; and

3. Waived competitive bidding process required by the City's purchasing policy; and
4. Authorized the City Manager to execute a Professional Services Agreement with Harris & Associates for the annual administration of Stanton Lighting and Landscaping District No. 1, protective services tax roll, and sewer user fee for Fiscal Year 2020-21.

9I. AGREEMENT FOR CONSULTANT SERVICES WITH DE NOVO PLANNING GROUP FOR 2021 HOUSING AND SAFETY ELEMENT UPDATE

On January 30, 2020, the Community Development Department noticed a Request for Proposals (RFP) from qualified firms to assist the City in preparing the 2021 Housing and Safety Element update. Staff requests that the Council authorize the City Manager to enter into an agreement for consultant services with De Novo Planning Group in the total amount of \$80,000 for the preparation of the 2021 Housing and Safety Element Update.

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. Authorized the City Manager to enter into an agreement for consultant services in the amount not to exceed \$80,000 with De Novo Planning Group for the preparation of the 2021 Housing and Safety Element Update.

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9J. PROFESSIONAL SERVICES AGREEMENT WITH CITYTECH SOLUTIONS / CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING PERMIT SOFTWARE TRACKING SYSTEM AND APPROPRIATION OF FUNDS

Request the authorization to allow the City Manager to enter into a Professional Services Agreement with CityTech Solutions/Charles Abbot Associates, Inc., for installation and operation of a Building Permit Software Tracking System for the City of Stanton for a term to expire June 30, 2021 with two one year options.

1. The City Council declared that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) as the contract falls under organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approved the contract for Charles Abbott Associates, Inc.; and
3. Authorized the City Manager to bind the City of Stanton and CityTech Solutions in a contract to provide Building Permit Software Tracking System services; and
4. Appropriated \$60,000 in the General Fund for this agreement, with an offsetting revenue adjustment of \$60,000 for the SB-2 grant.

END OF CONSENT CALENDAR

Council Member Rigoberto A. Ramirez recused himself from Consent Calendar Item 9G.

9G. DESIGNATION OF NEW PLAN ADMINISTRATOR FOR 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN

The City of Stanton provides an employer-sponsored 457 Governmental Deferred Compensation Plan ("Plan"). Authorization is requested to appoint the Finance Director as the new plan administrator for the Plan.

Staff report by Mr. Jarad L. Hildenbrand, City Manager.

Motion/Second: Warren/Shawver

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

Motion unanimously carried:

DRAFT

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making; and
2. Authorize by resolution the appointment of the City's Finance Director, or his/her designees, as the new plan administrator of the City's Plan. This appointment will place the administrative and fiduciary responsibility for the Plan in the hands of the City employee, and will remove the legal responsibility, and fiduciary liability, for the Plan from the City Council, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, TO APPOINT THE CITY'S FINANCE DIRECTOR AS THE NEW PLAN ADMINISTRATOR OF THE CITY'S 457 GOVERNMENTAL DEFERRED COMPENSATION PLAN."

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS

12A. AUTHORIZE PARTICIPATION IN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) FOR GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE AND APPROVE THE USE OF THE CJPIA AND ALLIANT INSURANCE SERVICES FOR OTHER INSURANCE NEEDS

The City Council will consider authorizing participation in the California Joint Powers Insurance Authority (CJPIA) for the City's general liability and workers' compensation insurance and approve the use of the CJPIA and Alliant Insurance Services for other insurance needs.

Staff report by Ms. Cynthia Guzman, Human Resources / Risk Management Analyst.

Motion/Second: Warren/Ramirez

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

Motion unanimously carried:

DRAFT

1. The City Council declared that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approved membership in the California Joint Powers Insurance Authority's (CJPIA) Liability Program at a self-insured retention (SIR) of \$100,000 for General Liability and Workers' Compensation Program at a self-insured retention (SIR) of \$100,000; and
3. Approved the use of the CJPIA and Alliant Insurance Services for the City's other insurance needs, such as property, earthquake, automobile and crime, and authorize the City Manager, or his designee, to sign and execute any related documents; and
4. Authorized the City Manager, or his designee, to execute the CJPIA Joint Powers Agreement (JPA) and any related documents; and
5. Authorized the City Manager, or his designee, to execute the Third Party Administrator (TPA) Agreements with Carl Warren and Company for General Liability Claims Administration and Sedgwick for Workers' Compensation Claims Administration and any related documents; and
6. Authorized the Finance Director to fund and replenish reserve funds for the payment of the self-insured retention (SIR) portion of general liability claims with Carl Warren and Company and worker's compensation claims with Sedgwick; and
7. Adopted Resolution No. 2020-07 to Join the California Joint Powers Insurance Authority, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO JOIN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, APPROVING EXECUTION OF THE JOINT POWERS AGREEMENT CREATING THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY"; and

8. Adopted Resolution No. 2020-08 to Join the Excess Liability Program, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO AUTHORIZE AND APPROVE POOLING OF SELF-INSURANCE THROUGH THE EXCESS LIABILITY PROTECTION PROGRAM OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY"; and

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9. Adopted Resolution No. 2020-09 to Join the Excess Workers' Compensation Program, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO AUTHORIZE AND APPROVE POOLING OF SELF-INSURANCE THROUGH THE EXCESS WORKERS’ COMPENSATION PROGRAM OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY”; and

10. Adopted Resolution No. 2020-10 providing Workers' Compensation Coverage to Volunteers, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA PROVIDING WORKERS’ COMPENSATION COVERAGE FOR CERTAIN CITY OF STANTON VOLUNTEERS PURSUANT TO THE PROVISIONS OF SECTION 3363.5 OF THE LABOR CODE”; and

11. Approved the Certification of Director and Alternate to CJPIA appointing Mayor David Shawver as Director, and appointing Mayor Pro Tem Carol Warren as Alternate to represent the City.

13. ORAL COMMUNICATIONS – PUBLIC

- Mr. Cesar Covarrubias, The Kennedy Commission, submitted an e-comment regarding the need for the City to prioritize affordable housing with rents that are affordable to households with very low and extremely low incomes.

- 14. WRITTEN COMMUNICATIONS** None.

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

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

- Council Member Van reported on the Stanton Community Foundation's proactive efforts in donating cloth facemasks to the vulnerable and senior population.
- Council Member Van reported on the Stanton Community Foundation's Restaurant Relief Fund program which benefits local businesses in Orange County and in turn also benefits and serves our public safety personal and essential service workers.

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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.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

Mr. Jarad L. Hildenbrand, City Manager provided the City Council with an update regarding the County's motel project, which is a temporary isolation shelter for the sick or symptomatic within the homeless population. Mr. Hildenbrand further reported that the motel is no longer slated to hold COVID-19 positive patients and that a draft statement is set to be released regarding this program.

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 Kelly Zimmerman provided the City Council with an update on their current operations.

18. ADJOURNMENT in honor and memory of those affected by the current pandemic (COVID-19).

Motion/Second: Shawver/
Motion carried at 7:03 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE CITY OF STANTON SPECIAL JOINT MEETING APRIL 28, 2020

1. CALL TO ORDER

The meeting was called to order at 5:02 p.m. by Mayor/Chairman Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Mayor/Chairman David J. Shawver.

3. ROLL CALL

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

Absent: None.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS

- Mr. Steve Freedman, business owner, submitted an e-comment regarding his concerns with the rising homeless population near his business and further expressed his concerns regarding public safety and health risks.
- Mr. Jeff Penn, business owner, submitted an e-comment regarding his concerns with the rising homeless population near his business and further expressed his concerns regarding access to the public sidewalk, public safety, and health risks.
- Bethel Romanian Pentecostal Church submitted an e-comment expressing their concerns with the homeless population near their church blocking access to the public sidewalk and public safety.

6. CLOSED SESSION

The members of the Stanton City Council/Successor Agency/Housing Authority of the City of Stanton proceeded to closed session at 5:17 p.m. for discussion regarding:

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6A. CONFERENCE WITH COUNTY COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

6B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 1

6C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 1

6D. 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

6E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code Section 54957.6)

Title: City Manager.

7. CALL TO ORDER / SPECIAL CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING

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

The City Council/Successor Agency/Housing Authority reconvened in open session at 6:00 p.m.

The City Attorney/Agency Counsel reported that the Stanton City Council/Successor Agency/Housing Authority met in closed session from 5:17 to 6:00 p.m.

The City Attorney/Agency Counsel reported that there was no reportable action.

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8. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 6:00 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 APRIL 28, 2020

1. CALL TO ORDER / CLOSED SESSION

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

2. ROLL CALL

Present: Council/Authority Member Ramirez, Council/Authority Member Taylor, Council/Authority Member Van, Mayor Pro Tem/Vice Chairperson Warren, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

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

4A. CONFERENCE WITH COUNTY COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 1

4C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 1

DRAFT

4D. 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

4E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Pursuant to Government Code Section 54957.6)

Title: City Manager

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

The meetings were called to order at 6:32 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.

6. ROLL CALL

Present: Agency Member Ramirez, Agency Member Taylor, Agency Member Van, Vice Chairperson Warren, and Chairman Shawver.

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Council Member Rigoberto A. Ramirez.

8. SPECIAL PRESENTATIONS AND AWARDS

8A. The City Council proclaimed the month of April, as Donate Life California Month within the City of Stanton.

8B. The City Council proclaimed the month of May, as Community Action Month within the City of Stanton.

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9. CONSENT CALENDAR

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

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)
NOES: None
ABSTAIN: None
ABSENT: None

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 April 3 – 9, 2020 in the amount of \$90,517.34.

9C. MARCH 2020 INVESTMENT REPORT

The Investment Report as of March 31, 2020 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 March 2020.

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9D. MARCH 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of March 31, 2020, 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 March 2020.

9E. DESIGNATION OF AGENT FOR FEMA RECOVERY

The California Office of Emergency Services (Cal OES) requires that the City of Stanton take certain steps to ensure emergency public assistance from state and federal agencies. Among those steps is submittal of a Cal OES Form 130. The form will be applicable to the COVID-19 emergency, as well as any other disaster over the next three years.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA, and
2. Approved the attached Cal OES 130 resolution, Designation of City of Stanton's Agent Resolution for Non-State Agencies, and designate the City Manager and Finance Director as the City's authorized agents.

9F. AUTHORIZATION TO PURCHASE MICROSOFT OFFICE 365 MIGRATION AND SERVICE AND APPROPRIATION OF FUNDS

The city currently is getting its email through an on-premise server using Microsoft Exchange 2010. This software is going into end of life on October 13, 2020 and security updates will not be provided. Purchasing and utilizing Microsoft Office 365 will provide software that will be secure, updated, and supported by the vendor.

1. The City Council declared that this action is not a project per CEQA; and
2. Approved the migration of the city's email to Microsoft Office 365 and their office suite applications to the Office 365 suite; and

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3. Approved the spending of \$25,953 to C3 Tech for migrating the city's email to Office 365; and
4. Approved the spending of \$15,360 for 1 year of service for 65 Microsoft 365 G3 licenses and 35 G1 licenses; and
5. Authorized the City Manager to execute the spending for the email migration and Office 365 subscription; and
6. Approved an appropriation of \$26,000 in account number (102-1520-701050) from the Transaction & Use Tax Fund's reserves to fund this project.

9G. MARCH 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT AND APPROPRIATION OF FUNDS

The monthly General Fund Revenue and Expenditure Report as of March 2020 has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D)1 and is being provided to City Council.

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 General Fund Revenue and Expenditure Report as of March 2020; and
3. Authorized the appropriation of \$500,000 from the Transaction & Use Tax Fund's Reserves (Fund 102) to fund expenditures related to the COVID-19 pandemic; and
4. Authorized staff to transfer the restricted funds held in the General Fund (Section 115 Trust Fund monies) to the Employee Benefits Internal Service Fund (Fund 604).

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9H. APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING (LEAP) SUPPORT GRANT PROGRAM FUNDS

The Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (referred to as the Local Early Action Planning Grants program or LEAP). The City of Stanton qualifies for up to \$150,000 in grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA). An executed resolution authorizing application for grant funds is required to initiate the application process.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.; and
2. Adopted City Council Resolution No. 2020-12, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING (LEAP) SUPPORT GRANT PROGRAM FUNDS."

END OF CONSENT CALENDAR

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10. PUBLIC HEARINGS

The City Attorney asked the City Council regarding ex-parte contacts prior to the hearing, City Council responded in turn.

10A. PUBLIC HEARING TO CONSIDER SITE PLAN AND DESIGN REVIEW PPD-803, TENTATIVE TRACT MAP TM19-04, PLANNED DEVELOPMENT PERMIT PDP19-03 AND DEVELOPMENT AGREEMENT DA19-02 TO SUBDIVIDE A 2.35 ACRE SITE FOR THE CONSTRUCTION OF 40 DETACHED CONDOMINIUM UNITS AND ASSOCIATED IMPROVEMENTS FOR THE PROPERTY LOCATED AT 10871 WESTERN AVENUE, IN THE HIGH DENSITY RESIDENTIAL (RH) ZONE

A public hearing to consider subdivision of a 2.35 acre site for planned development purposes and to construct 40 detached condominium units; community and private open space; and private street and associated improvements at 10871 Western Avenue. Applications include Site Plan and Design Review PPD-803, Tentative Tract Map TM19-04, Planned Development Permit PDP19-02 and Development Agreement DA19-02.

Staff report by Ms. Rose Rivera, Senior Planner.

Presentation by Mr. Kurt Bausback, KB Home Coastal, Inc., applicant.

The public hearing was opened.

- Ms. Elizabeth Hansburg, People for Housing OC, submitted an e-comment in favor of the proposed project and spoke regarding the need for more housing in Orange County communities.
- Mr. David Mizell, Sheppard Mullin Richter & Hampton LLP, submitted an e-comment in favor of the proposed project and spoke regarding the critical shortage of housing in California and how this project would bring much needed housing to the City, the region, and the State.
- Mr. Keith Gifford and Mrs. Terri Gifford, residents, submitted an e-comment in opposition of the proposed project and spoke regarding concerns with the proposed setbacks, parking, traffic flow, increase in traffic, and their request that the City Council uphold the Planning Commission's decision of denial of the proposed project.
- Mr. Jim Nunez, resident, submitted an e-comment in opposition of the proposed project and spoke regarding concerns with the proposed setback requirements, ADA parking, general parking, and requests that the City Council uphold the Planning Commission's decision of denial of the proposed project.

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- Ms. Stella, resident, submitted an e-comment of concern for the proposed project and spoke regarding separation between each habitual structure, setbacks, parking requirements, insufficient parking, Parking and Development standards for driveways, Parking and Development standards for landscape, and questioned the details of the provided traffic study.
- Ms. Cynthia Vegas, resident, submitted an e-comment in favor of the proposed project and spoke regarding the critical shortage of housing in California.
- Mr. Cesar Covarrubias, The Kennedy Commission, submitted an e-comment in favor of the proposed project and spoke regarding the need for the City to prioritize affordable housing with rents that are affordable to households with very low and extremely low incomes.
- Ms. Melissa Saldana, resident, submitted an e-comment in opposition of the proposed project and spoke regarding concerns with the proposed amount of units to be built, increase in traffic, traffic safety, parking deficiencies, proposed setback, personal space, fire safety, possibility of rezoning the area to be single family, and requests that the City Council uphold the Planning Commission's decision of denial of the proposed project.
- Mr. Mark Sumrall, resident, submitted an e-comment in opposition of the proposed project and spoke regarding concerns with the proposed setbacks, parking, traffic flow, increase in traffic, plan design, and requested that the City Council uphold the Planning Commission's decision of denial of the proposed project.
- Mr. Jerry Ristrom, resident, submitted an e-comment in favor of the proposed project and stated that the proposed project would contribute to the entire community of Stanton and assist Stanton in rebuilding and beautifying the Southern sites of the City.
- Mr. Danny Williams, resident, submitted an e-comment in opposition of the proposed project and spoke regarding concerns with community fit and flow within the neighborhood, setback requirements, and representation by the City Council of its residents.
- Ms. Elizabeth Hansburg, People for Housing OC, submitted an e-request to speak card in favor of the proposed project and spoke regarding the need for more housing in Orange County communities.

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- Ms. Melissa Saldana, resident, submitted an e-request to speak card in opposition of the proposed project and spoke regarding concerns with the proposed amount of units to be built, increase in traffic, traffic safety, parking deficiencies, proposed setback, personal space, fire safety, possibility of rezoning the area to be single family, and requests that the City Council uphold the Planning Commission's decision of denial of the proposed project.
- Mr. Jerry Ristrom, resident, submitted an e-request to speak card in favor of the proposed project and stated that the proposed project would contribute to the entire community of Stanton and assist Stanton in rebuilding and beautifying the Southern sites of the City.
- Ms. Stella, resident, submitted an e-request to speak card of concern for the proposed project and spoke regarding separation between each habitual structure, setbacks, parking requirements, insufficient parking, Parking and Development standards for driveways, Parking and Development standards for landscape, and questioned the details of the provided traffic study.
- Ms. Faye, resident, submitted an e-request to speak card of concern for the proposed project and spoke regarding separation between each habitual structure, setbacks, parking requirements, insufficient parking, Parking and Development standards for driveways, Parking and Development standards for landscape, and questioned the details of the provided traffic study.
- Mr. Steve LaMotte, Building Industry Association of Orange County, submitted an e-request to speak card in favor of the proposed project and spoke regarding the significant housing supply crisis and the need for housing in California.
- Mr. Keith Gifford and Mrs. Terri Gifford, residents, submitted an e-request to speak card in opposition of the proposed project and spoke regarding concerns with the proposed setbacks, parking, traffic flow, increase in traffic, and their request that the City Council uphold the Planning Commission's decision of denial of the proposed project.
- Mr. Mark Sumrall, resident, submitted an e-request to speak card in opposition of the proposed project and spoke regarding concerns with the proposed setbacks, parking, traffic flow, increase in traffic, plan design, and requested that the City Council uphold the Planning Commission's decision of denial of the proposed project.
- Mr. Danny Williams, resident, submitted an e-request to speak card in opposition of the proposed project and spoke regarding concerns with community fit and flow within the neighborhood, setback requirements, and representation by the City Council of its residents.

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Closing comments by Mr. Kurt Bausback, KB Home Coastal, Inc., applicant.

Having reported on received e-comments and completed calls for e-request to speak live comments the public hearing was closed.

The City Council inquired about the planned development agreement, variances, driveway width, Orange County Fire Authority requirements/plan check, parking regulations/requirements, garage conversions (HOA enforcement), landscaping, Planning Commission denial, traffic safety and flow, turning radius, and visibility.

Motion/Second: Van/Warren

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

Motion unanimously carried:

1. The City Council conducted a public hearing; and
2. Declared that the project is categorically exempt per the California Environmental Quality Act (CEQA), under Section 15332, Class 32 (In-Fill Development Projects); and
3. Adopted Resolution No. 2020-11 approving Site Plan and Design Review PPD-803, Tentative Tract Map TM19-04, and Planned Development Permit PDP19-02, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA FINDING THAT THE DEVELOPMENT AT 10871 WESTERN AVENUE IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY (CEQA) ACT AND APPROVING APPROVE SITE PLAN AND DESIGN REVIEW (PPD)-803, TENTATIVE TRACT MAP (TM) 19-04, AND PLANNED DEVELOPMENT PERMIT (PDP) 19-03 TO ALLOW THE CONSTRUCTION OF A 40-UNIT DETACHED CONDOMINIUM SUBDIVISION LOCATED AT 10871 WESTERN AVENUE IN THE HIGH RESIDENTIAL (RH) ZONE”; and

4. Introduced Ordinance No. 1099, entitled:

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“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL INC., A CALIFORNIA CORPORATION FOR CERTAIN REAL PROPERTY LOCATED AT 10871 WESTERN AVENUE, WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH”; and

5. Set Ordinance No. 1099 for second reading at the regular City Council meeting on May 12, 2020.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS None.

13. ORAL COMMUNICATIONS – PUBLIC None.

14. WRITTEN COMMUNICATIONS None.

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

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

- Council Member Van reported on the Stanton Community Foundation’s proactive efforts in donating cloth facemasks to the vulnerable and senior population.
- Council Member Van reported on the Stanton Community Foundation’s Restaurant Relief Fund program which benefits local businesses in Orange County and in turn also benefits and serves our public safety personal and essential service workers.

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

- Mayor Shawver requested to agendize discussion regarding the Orange County Sheriff’s Department Contract.
- Council Member Van requested to agendize discussion regarding the censuring of Mayor David. J. Shawver.

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

None.

DRAFT

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

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.

The City Council recessed back into closed session at 8:32 p.m.

The City Council reconvened in open session at 9:14 p.m.

The City Attorney reported that the Stanton City Council met in closed session from 8:32 to 9:14 p.m.

The City Attorney reported that there was no reportable action.

18. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 9:16 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING APRIL 30, 2020

1. CALL TO ORDER

The meeting was called to order at 3:02 p.m. by Mayor Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Lieutenant Nate L. Wilson, Orange County Sheriff's Department.

3. ROLL CALL

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

Absent: None.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS

- Mr. Victor Barrios, resident, submitted an e-comment regarding public safety and expressed his concerns with the rising homeless population violating the Americans with Disabilities Act of 1990 and blocking access to public sidewalks.

6. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 3:07 p.m. for discussion regarding:

6A. CONFERENCE WITH COUNTY COUNSEL - THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957

Consultation with: City Attorney

6B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9 (d) (4)

Number of Potential Cases: 1

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6C. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 1

6D. 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

6E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Pursuant to Government Code Section 54957.6)

Title: City Manager

7. CALL TO ORDER / SPECIAL CITY COUNCIL MEETING

The meeting was called to order at 4:31 p.m. by Mayor Shawver.

The City Council reconvened in open session at 4:31 p.m.

The City Attorney reported that the Stanton City Council met in closed session from 3:07 to 4:31 p.m.

The City Attorney reported that there was no reportable action as defined by the brown act.

8. ADJOURNMENT Motion/Second: Shawver/
Motion carried at 4:33 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 12, 2020

SUBJECT: ACCEPTANCE OF THE FY19/20 CITY HALL CARPET AND LINOLEUM PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

The FY 19/20 City Hall Carpet and Linoleum Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$106,835.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of May 12, 2020 and recommends that the City Council accept the completed work performed on this project.

The original construction contract cost for the FY 19/20 City Hall Carpet and Linoleum Project was for \$102,900.00. The 3.8% out of 10% contingency was used for additional unforeseen work requested by staff.

RECOMMENDED ACTION:

1. That the City Council declares this project categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. City Council accepts the completion of improvements for the FY 19/20 City Hall Carpet and Linoleum Project, as certified by the City Engineer, and affix the date of May 12, 2020 as the date of completion of all work on this project; and
3. Approves the final construction contract amount of \$106,835.00 with Bob Mardigian Floor Covering; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange; and
5. Directs City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the

retention payment to Bob Mardigian Floor Covering in the amount of \$5,341.75.

BACKGROUND:

The FY 19/20 City Hall Carpet and Linoleum Project improved flooring in City Hall. The floor had not been changed since City Hall was built. Normal wear and tear throughout the years caused unsafe conditions and tripping hazards. Carpet was replaced in City Hall and new linoleum was placed in the recreational rooms, kitchen, break room and hallways.

The project was advertised for bids on November 26, 2019. On December 10, 2019, two (2) proposals were received. The lowest bid was for \$102,900.00.

Notices announcing the solicitation of bids for this project were posted on the City of Stanton website and required a walkthrough of City Hall.

The two (2) following bids were received:

Rank	Company	Carpet	Linoleum	Total
1	Bob Mardigian Floor Covering	\$65,300.00	\$37,600.00	\$ 102,900.00
2	ProSpectra	\$93,741.00	\$49,344.50	\$ 143,085.50

ANALYSIS/JUSTIFICATION:

The FY 19/20 City Hall Carpet and Linoleum Project has been completed in conformance with the project plans and specifications, and has been accepted by the City Engineer. The Notice of Completion is required under the terms of the Construction Agreements for this project.

FISCAL IMPACT:

This project was budgeted for the FY 19/20 Capital Improvement Fund.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

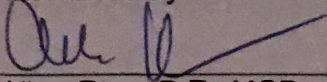
STRATEGIC PLAN OBJECTIVE ADDRESSED:

Provide a quality infrastructure.

PUBLIC NOTIFICATION:


3 - Provide a quality infrastructure

Reviewed by:



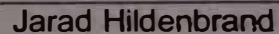
Allan Rigg, P.E. AICP
Director of Public Works

Concur:



Michelle Bannigan, CPA
Finance Director

Approved by:



Jarad Hildenbrand
City Manager

ATTACHMENT:

(1) Notice of Completion

Recording requested by and
when recorded mail to:

Attachment: A

CITY OF STANTON
7800 KATELLA AVE.
STANTON, CA 90680

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE SECTION 6103

(Space above this line for Recorder's use)

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is the City of Stanton.
3. The full address of owner is 7800 Katella Avenue, Stanton, CA 90680.
4. The nature of the interest or estate of the owner is: Public Right of Way.
5. A work of improvement on the property hereinafter described was completed on May 12, 2020. The work was the FY 19/20 City Hall Carpet and Linoleum Project.
6. The name of the contractor for such work of improvement was: Bob Mardigian Floor Covering
7. The property on which said work of improvement was completed is in the City of: Stanton, County of Orange, and State of California.

Dated: _____, City of Stanton
Verification for Individual Owner Allan Rigg, City Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer of the City of Stanton, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2020, at Stanton, California.

_____, City of Stanton
Allan Rigg, City Engineer

Item: 11A

ORDINANCE NO. 1099

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL INC., A CALIFORNIA CORPORATION FOR CERTAIN REAL PROPERTY LOCATED AT 10871 WESTERN AVENUE, WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH

WHEREAS, on November 11, 2019, KB Home Coastal Inc., A California Corporation ("Applicant") filed applications for approval of a Precise Plan of Development PPD-803, Tentative Map TM19-04, Planned Development Permit PDP19-03, and Development Agreement (DA)-19-02 for the development of a 2.35 acre site ("Project Site"), located at 10871 Western Avenue which will include the demolition of an church, and construction of 40 single family detached homes and associated site improvements ("Project"); and

WHEREAS, the City of Stanton ("City") has found that the development agreement strengthens the public planning process, encourages private participation in comprehensive planning by providing a greater degree of certainty in that process, reduces the economic costs of development, allows for the orderly planning of public improvements and services, allocates costs to achieve maximum utilization of public and private resources in the development process, and ensures that appropriate measures to enhance and protect the environment are achieved; and

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

WHEREAS, the Applicant, LLC proposes to develop the Project Site located in the City of Stanton, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference ("Property") for the Project; and

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

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

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

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

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

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

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.), the City is the lead agency for the proposed Project; and

WHEREAS, the State CEQA Guidelines state that there exist categories of projects that are exempt from CEQA; and

WHEREAS, in accordance with CEQA and the State CEQA Guidelines, the City has determined approval of the Project is exempt from the requirements of CEQA and the State CEQA Guidelines pursuant to State CEQA Guidelines section 15332, Class 32 (In-fill Development Projects); and

WHEREAS, on March 4, 2020 the Planning Commission conducted a duly noticed public hearing concerning the request to recommend to the City Council approval of Site Plan and Design Review (PPD)-803, Tentative Map (TM) 19-04, Planned Development Permit (PDP) 19-03, and Development Agreement (DA) 19-02 for the development of a 2.35 acre site, located at 10871 Western Avenue in the High Density Residential (RH) zone; and

WHEREAS, at the conclusion of the public hearing, the Planning Commission continued the item to a future Planning Commission hearing date to give the Applicant additional time to revise the plans in order to address concerns raised by members of the public; and

WHEREAS, on April 15, 2020, the Planning Commission of the City of Stanton, after giving notice thereof as required by law, conducted a duly-noticed public hearing to consider recommendation of approval to the City Council of Site Plan and Design Review (PPD)-803, Tentative Map (TM) 19-04, Planned Development Permit (PDP) 19-03, and Development Agreement (DA) 19-02 for the development of a 2.35 acre site, located at 10871 Western Avenue in the High Density Residential (RH) zone; and

WHEREAS, at the conclusion of the public hearing, the Planning Commission with a 4-0 vote (Commissioner Moua absent) recommended the City Council deny Site Plan and Design Review (PPD)-803, Tentative Map (TM) 19-04, Planned Development Permit (PDP) 19-03, and Development Agreement (DA) 19-02; and

WHEREAS, as contained herein, the City has endeavored in good faith to set forth the basis for its decision on the proposed Project; and

WHEREAS, the City has endeavored to take all steps and impose all conditions necessary to ensure that impacts to the environment would not be significant; and

WHEREAS, all of the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

WHEREAS, the City Council has reviewed the application materials, Initial Study, and all other relevant information contained in the record regarding the Project; and

WHEREAS, on April 28, 2020, the City Council conducted a duly noticed public hearing and considered evidence concerning the Development Agreement; and

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

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

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

SECTION 1. CEQA. Based upon its review of the entire record before it, including the Initial Study and Traffic Analysis, the City Council exercises its independent judgment and hereby finds that that the Project, as conditioned herein, is categorically exempt from environmental review under the CEQA pursuant to State CEQA Guidelines Section 15332, Class 32 (In-fill Development Projects). The Class 32 exemption specifically exempts from further CEQA review projects characterized as in-fill development meeting each of the following conditions. First, the Project must be consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The project is consistent with the general plan including Strategy LU 3.1.2, and Community Development Goal CD 1.2, and with approval of the Planned Development Permit, the project is consistent with the Zoning Code. Second, the proposed development must occur within city limits, on a project site of no more than five acres, and be substantially surrounded by urban uses. The site is 2.34 acres in size and located in an urbanized area, surrounded by fully developed parcels, including single family homes, a mobile home park, apartments and condominiums. Third, the Project site must have no value as habitat for endangered, rare, or threatened species. There are no known endangered, rare or threatened

species in the City, and the site in its current condition has not been identified as a designated site for any endangered, threatened or rare species. Fourth, approval of the Project must not result in any significant effects relating to traffic, noise, air quality, or water quality. The traffic analysis provided by the Applicant, and reviewed and confirmed by the City Engineer, identifies that the number of trips added as a result of this project are significantly less than what was planned for as part of the general plan, and can be accommodated on the street without creating any significant impact on the traffic or level of service of Western Ave. The noise and air quality will have no significant impact as a result of this project beyond the temporary standard construction operations, and with the completion of a Water Quality Management Plan, the project will not create any significant impact to the water quality on the site and in the vicinity. Finally, the Project site must be adequately served by all required utilities and public services. The site is also able to be adequately served by all required utilities and public services. As the site is located within an urbanized area, water, electrical, cable and phone, and sewer services are all established within the area, and the site will be able to connect to all services. All emergency public services are also available and able to service the site. All required documentation has been completed for the project in compliance with CEQA and the Project qualifies for the Class 32 Categorical exemption.

Furthermore, none of the exceptions to the use of the Class 32 categorical exemption identified in State CEQA Guidelines section 15300.2 apply. The Project will not result in a cumulative impact from successive projects of the same type in the same place, over time. There are no unusual circumstances surrounding the Project that result in a reasonably possibility of a significant effect on the environment. The Project will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources. The Project does not include any hazardous waste sites, and the project will not cause a substantial adverse change in the significance of a historical resource. Thus, the Class 32 exemption applies, and no further environmental review is required.

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

1. Public Benefit: The Development Agreement provides benefit to the City because the Project contemplated in the Development Agreement includes improvement of an underutilized residential lot to provide housing opportunities for City residents. Moreover, the Development Agreement requires the Applicant to provide substantial improvements to the site and provide a financial benefit for the improvement of public facilities throughout the city.

2. General Plan, Specific Plan, and Zoning Code Consistency: The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code because the Project Site is in the High Density Residential (RH) Zoning District which allows for condominium units. The Project meets those

General Plan and Zoning Code standards, with exception of the side and rear setback and parking requirements. However, with approval of a Planned Development Permit in conjunction with the development proposal, and the making of the required findings, the project would be permitted within the High Density Residential (RH) zone. There is no Specific Plan applicable to the Project Site. The proposed Project meets the following General Plan Goals and Strategies:

Strategy LU-3.1.2: To encourage infill and mixed use development within feasible development sites. The project would be developed on an underutilized property that houses a church. As such, the project would remove the blighted conditions with an infill development, and is therefore consistent with the stated strategy.

Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. The architectural details, complementary building materials and colors of the homes are appropriate for the project's location on Western Avenue which is identified in the General Plan as a secondary corridor. In addition, the project provides street trees, extensive landscape treatment and decorative fencing in the front yard setback area to enhance the visual corridor along Western Avenue.

3. Compliance with Development Agreement Statute. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5 because the Agreement provides assurance to the applicant for the development of the Project, which consists of 40-unit detached homes. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. Specifically, the Development Agreement provides a three-year term in which the Applicant has a vested right to develop the residential subdivision on the Project Site in accordance to existing City regulations and Planned Development Permit PDP19-03. In exchange, the Project will provide housing opportunities for Stanton residents, and opportunities for improvements to public facilities throughout the city. Moreover, the Applicant will provide a high quality, aesthetically appealing homes with substantial improvements to the site including a park area with amenities including a BBQ, a picnic table and enhanced landscaping.

SECTION 4. As provided in the Development Agreement and pursuant to Stanton Municipal Code Section 20.500.030, the City Council shall be the approving body for the precise plan of development, tentative tract map, and planned development permit for the project addressed by the Development Agreement.

SECTION 5. The City Council hereby approves and adopts the Development Agreement attached hereto as Exhibit "B", entitled, "Development Agreement between the City of Stanton, a California municipal corporation and KB Home Coastal Inc., A California Corporation". The Development Agreement shall not take effect unless and until Site Plan and Design Review (PPD)-803, Tentative Tract Map (TM) 19-04, and Planned Development Permit (PDP) 19-03 are each approved by the City Council.

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

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

SECTION 8. This Ordinance shall be effective thirty days after its adoption. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted as required by law. Pursuant to Government Code Section 65868.5, within 10 days following the entering into of the Development Agreement, as evidenced by full execution thereof, the City Clerk shall record with the Orange County Recorder a copy of the Development Agreement.

SECTION 9. The City Council hereby directs staff to prepare and file a Notice of Exemption with the Orange County Clerk within five (5) working days of the approval of the proposed Project.

PASSED, APPROVED, AND ADOPTED this 12th day of May, 2020.

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. 1099 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 28th day of April, 2020 and was duly adopted at a regular meeting of the City Council held on the 12th day of May, 2020, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Stanton, County of Orange, State of California, described as follows:

THAT PORTION OF THE NORTH 5 ACRES OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO JOSEPH SHUMWAY AND WIFE, RECORDED APRIL 6, 1953, IN BOOK 2482, PAGE 99, OFFICIAL RECORDS.

EXCEPT THE SOUTH 145.00 FEET THEREOF.

APN: 079-371-17

EXHIBIT "B"

**CITY OF STANTON AND KB HOME COASTAL INC.,
A CALIFORNIA CORPORATION**

DEVELOPMENT AGREEMENT

Recorded at request of:)
City Clerk)
City of Stanton)
)
When recorded return to:)
City of Stanton)
7800 Katella Ave.)
Stanton, CA 90680)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. []

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF STANTON

and

**KB HOME COASTAL INC.,
A CALIFORNIA CORPORATION**

DEVELOPMENT AGREEMENT NO. [_____]

This Development Agreement (hereinafter "Agreement") is entered into as of this ____ day of December, 2019 by and between the City of Stanton, California (hereinafter "CITY"), and KB Home Coastal Inc., a California corporation (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, This Agreement constitutes a current exercise of CITY's police powers to provide predictability to Owner in the development approval process by vesting the permitted uses, density, intensity of use, and timing and phasing of development consistent with the Development Plan in exchange for Owner's commitment to provide significant public benefits to CITY as set forth in Section 4 below.

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the best interests of the citizens of the CITY of Stanton and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this development agreement is of major significance because it will enable the CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the CITY; and

WHEREAS, the provision by Owner of the public benefits allows the CITY to realize significant economic, recreational, park, open space, educational, social and public facilities benefits. The public benefits will advance the interests and meet the needs of Stanton residents and visitors to a significantly greater extent than would development of the Property without this Agreement.

WHEREAS, the physical effects, if any, of the Project and this Agreement have been analyzed pursuant to CEQA and the project has been determined to be categorically exempt from CEQA pursuant to Section 15332, Class 32 (Infill Development Projects); and

WHEREAS, this Agreement and the Project are consistent with the Stanton General Plan and any specific plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended;

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Stanton, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Stanton.

1.1.4 "Commencement Date" means the date the Term of this Agreement commences.

1.1.5 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project as specified in the Development Approvals (defined below), including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;

- (c) conditional use permits, public use permits and plot plans;
- (d) zoning;
- (e) grading and building permits; and
- (f) variances.

1.1.7 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 "Development Impact Fee" a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, including but not limited to park "in lieu" fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, or fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.9 "Development Plan" means the plan for development of the Property as set forth in Exhibit "C".

1.1.10 "Effective Date" means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property which are in effect as of the Effective Date. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or

(e) the exercise of the power of eminent domain.

1.1.12 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.13 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.14 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.16 "Public Benefit" refers to those benefits provided to the CITY and the community by Owner pursuant to Section 4 below.

1.1.17 "Reservation of Rights" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" – Legal Description of the Property.

Exhibit "B" – Map showing Property and its location.

Exhibit "C" – Development Plan.

Exhibit "D" – Development Impact Fees.

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 City Council Findings. The City Council finds that:

2.3.1 This Agreement is consistent with the CITY's General Plan.

2.3.2 This Agreement ensures a desirable and functional community environment, provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, and enhances effective utilization of resources within the CITY.

2.3.3 This Agreement provides public benefits beyond those which are necessary to mitigate the development of the Project.

2.3.4 This Agreement strengthens the public planning process, encourages private participation in comprehensive planning and reduces costs of development and government.

2.3.5 The best interests of the citizens of the CITY and the public health, safety, and welfare will be served by entering into this Agreement.

2.4 Term. The term of this Agreement shall commence on the date (the "Commencement Date") that is the Effective Date, and shall continue for a period which shall expire on the first to occur of (i) five (5) years thereafter or (ii) three (3) years after the issuance a grading permit for the Project, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee.

2.5 Assignment.

2.5.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including,

without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.5.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.5.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.5.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.5.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.5.

2.5.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.5.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.5.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot.

Notwithstanding the foregoing, in the event that any title insurance company requests that CITY execute for recordation in the official records of the County a release with respect to any such lot, CITY shall promptly execute for recordation and deliver to such title company such release provided that such release is in a form and contains such terms as is reasonably satisfactory to the City.

2.6 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6.1 Minor Changes.

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

(ii) Accordingly, the Parties may mutually consent to adopting "Minor Changes" through their signing of an "Operating Memorandum" reflecting the Minor Changes. Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are "Minor Changes" subject to this Section 2.6.1 or more significant changes requiring amendment of this Agreement. The City Manager may execute any Operating Memorandum without City Council action.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the stated term of this Agreement as set forth in Section 2.4.
- (b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- (c) The adoption of a timely initiated referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) Completion of the Project in accordance with the terms of this Agreement

including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the transmitting party after transmission by email to the recipient named below. All notices shall be addressed as follows:

If to CITY: City of Stanton Housing Authority
7800 Katella Ave.
Stanton, CA 90680
Attn: Jarad Hildenbrand
Email: jhildenbrand@ci.stanton.ca.us

Copy to: Best Best & Krieger LLP
18101 Van Karman Ave., Suite 1000
Irvine, CA 92614
Attn: Elizabeth W. Hull, Esq.
Email: Elizabeth.hull@bbklaw.com

If to OWNER: KB Home Coastal Inc.
36310 Inland Valley Drive
Wildomar, California 92595
Attn: Steve Ruffner and Lori Schmid
Email: sruffner@kbhome.com; lschmid@kbhome.com

Copy to: KB Home
10990 Wilshire Blvd., 7th Floor
Los Angeles, California 90024
Attn: Phil Darrow and Helene Pappas
Email: pdarrow@kbhome.com; hpappas@kbhome.com

and

Green Steel & Albrecht, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612-2433
Attn: Joseph M. Manisco, Esq.
Email: jmanisco@gsaaattorneys.com

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement, including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, which are in effect on the Effective Date including, without limitation, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals. Except as expressly provided herein and the Land Use Regulations and Development Approval as of the Effective Date, City shall not impose any additional conditions, fees, or exactions on the Project or increase any fees or exactions. Notwithstanding the foregoing, the City may charge processing fees and increase processing fees in accordance with applicable law.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals in effect on the Effective Date.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, which shall be those in effect as of the Effective Date.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, so long as the same are not inconsistent with those in effect as of the Effective Date.

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations that may be in conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in conflict with the Development Plan; provided OWNER has, in its sole and absolute discretion, given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not conflict with this Agreement. CITY shall grant all subsequent permits so long as they are consistent with the Land Use Regulations and Development Approvals.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State, County or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. If, in the Owner's reasonable determination, the effect of such changes renders the Project financially infeasible, OWNER may terminate is Agreement.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

3.6 Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and provide that Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment

3.7 Conditions, Covenants and Restrictions. Owner shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as Owner deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, Owner shall provide a copy of the CC&Rs to the CITY for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from Owner, the City Attorney shall provide Owner with either (i) a statement that the CC&Rs comply with this Agreement ("CC&R Approval") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "Statement of

Non-Compliance"). If the City Attorney fails to provide Owner with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by Owner, CITY shall be deemed to have approved the CC&Rs and Owner may record the CC&Rs against the Property. If the City Attorney provides a Statement of Non-Compliance, Owner shall have thirty (30) days in which to respond to the Statement of Non-Compliance. Upon submittal of Owner's response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until Owner either (1) receives CC&R Approval, (2) submits the compliance issues to binding arbitration pursuant to the rules of the American Arbitration Association, (3) files an action for declaratory relief in Orange County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs may run with the land and bind Owner's successors and assigns. Except as provided above, any dispute between the Parties regarding the CITY's approval or rejection of the CC&Rs shall be subject to immediate and binding arbitration pursuant to the rules of the American Arbitration Association.

3.8 Approvals and Permits. CITY shall diligently and in good faith comply with the Permit Streamlining Act and shall use its diligent and good faith efforts to cooperate in and expedite the review, comment and approval of plans and the securing of permits.

3.9 Eminent Domain. In the event that, notwithstanding its diligent and good faith efforts, OWNER cannot acquire land necessary for the completion of public improvements or completion of mitigation measures (e.g., street widening, utilities or other off-site improvements) or cannot eliminate any interests of others in the property which is the subject of the Project (e.g., internal rights of way, easements, or diverse property ownerships) which interfere with the completion of such public improvements or mitigation measures, OWNER may request CITY consider utilizing its eminent domain powers to effectuate any needed acquisition. If CITY chooses to proceed, all costs associated with the eminent domain proceedings, including attorney fees and the cost of the acquisition shall be borne by OWNER.

3.9.1 Notwithstanding a request by OWNER for City to utilize its power of eminent domain, CITY hereby retains its sole and unfettered discretion as the use of its eminent domain powers. Nothing in this Agreement shall require CITY to adopt a resolution of necessity regarding the acquisition of property or to acquire any properties by exercise of CITY's power of eminent domain. If CITY considers adoption of a resolution of necessity regarding the acquisition of property and does not adopt such a resolution, OWNER may terminate this Agreement upon seven (7) days' Notice to the CITY, and neither Party shall have liability to the other or any other Person.

3.9.2 Reservation of City Discretion. It is expressly acknowledged, understood and agreed by the Parties that CITY undertakes no obligation to adopt any resolution of necessity, and does not prejudice or commit to any Person regarding the findings and determinations to be made by CITY with respect to any resolution of necessity. In the event of termination, neither OWNER nor CITY shall be in Default under this Agreement and OWNER

may terminate this Agreement upon seven (7) days' Notice to CITY, and neither Party shall have liability to the other or any other Person.

3.9.3 No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

3.10 Tentative Maps. Pursuant to Government Code Section 66452.6, the duration of all tentative tract maps within the Project approved by the CITY shall be extended to the earlier of ten (10) years after approval by the CITY or the expiration of the term of this Agreement.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Public Benefits. In addition to complying with the Project conditions of approval which are designed to mitigate the significant environmental impacts of the Project, OWNER has committed by this Agreement to contribute to the acquisition, construction and maintenance of certain "Public Benefits." The Public Benefits consist of contributions toward the "Public Facilities" which may include but are not limited to park maintenance, rehabilitation and improvements, public facility upgrades and improvements, street maintenance and improvements, or any other improvement to the public facilities as the CITY deems necessary to provide appropriate facilities and services to the residents of this community and the CITY at large. CITY shall have no obligation to construct the Public Facilities in any particular order or sequence.

4.2.1 CITY Facilities. OWNER shall make contributions towards the acquisition, construction and maintenance of the CITY Facilities, as follows:

(i) Public Benefit Fee. OWNER shall pay a fee in the amount of ten thousand dollars (\$10,000.00) (the "City Facilities Fee") for each residential unit ("Unit") constructed as part of the Project. The City Facilities Fee shall be due at the time a building permit is requested for each Unit, unless a different schedule is mutually agreed upon by the CITY and OWNER.

(ii) Neighborhood Preservation Fee. OWNER shall pay a fee in the amount of one thousand five hundred dollars (\$1,500) (the "Neighborhood Preservation Fee") for each residential unit ("Unit") constructed as part of the Project. The Neighborhood Preservation Fee shall be due at the time a building permit is requested for each Unit, unless a different schedule is mutually agreed upon by the CITY and OWNER.

4.3 Development Impact Fees.

4.3.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.3.2 Time of Payment. The fees required pursuant to Subsection 4.3.1 shall be paid to CITY prior to the issuance of building permits for each residential Unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.3.1 shall be paid prior to the re-issuance or extension of any building permit for a residential Unit for which such fees have not previously been paid.

4.3.3 Development Impact Fees; No Increases. The Parties hereby agree that, except as expressly set forth in Exhibit "D", during the term of this Agreement, the Project shall not be subject to the imposition of any City imposed Development Impact Fee that becomes effective after the Effective Date. Notwithstanding anything to the contrary in the Agreement, the OWNER acknowledges that OWNER shall be responsible for the payment of development impact fees imposed or required by other public agencies, including County or regional agencies.

4.3.4 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement, provided, however the prepayment of any Development Impact Fees required hereunder for any particular Unit shall satisfy in full OWNER's obligation to pay such Development Impact Fees for such Unit and any subsequent increase in the amount of such Development Impact Fees as to such Unit shall not be applicable to it. Following the expiration, cancellation or termination of this Agreement, unless Development Impact Fees have been previously paid by OWNER as to any particular Unit, in which event OWNER's obligation to pay such Development Impact Fees as to such Unit shall be satisfied in full, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.3.4 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section **Error! Reference source not found.** hereof.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's reasonable discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its reasonable discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.6 OWNER acknowledges and agrees that the amount of the fees set forth in Sections 4.2 and 4.3 are negotiated fees and not adopted as part of a greater fee program within the City. OWNER waives any right to challenge the mode of imposition of these fees, the amount of these fees or application of these fees to this Project. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which

is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds, including, without limitation, Development Impact Fees, or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The City Manager, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be

required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the City Manager, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER

stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the City Manager or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that neither CITY nor OWNER would have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER and OWNER shall not be liable in damages to CITY, or to any successor in interest of OWNER, CITY, or to any other person or entity, and OWNER and CITY covenant not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

(d) Notwithstanding the foregoing, each Party may sue for specific performance under this Agreement and in the event of an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other relief awarded.

7.2 Release. Except for non-monetary remedies and as set forth in the preceding Section 7.1(d), OWNER and CITY, each for itself, its successors and assignees, hereby releases the other, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, including, any claim or liability of CITY based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth

Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER and CITY each hereby acknowledge that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY."

By initialing below, OWNER and CITY hereby waive the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

City's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

7.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default (as defined in Section 7.3 above) by CITY (and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and

employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, the approval of any permit granted pursuant to this Agreement, and any claim, action, proceeding or determination arising from the land use entitlements relating to this Project, including this Development Agreement and in connection with the remediation of any oil well that may be located on the Property. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission, including the remediation of any oil well that may be located on the Property. CITY may in its discretion participate in the defense of any such action. The foregoing defense and indemnity obligations, however, shall not apply to any condition of the Property which existed prior to OWNER's acquisition of it unless exacerbated by any act or omission of OWNER.

8.3 Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) unless previously paid as to any particular Units, impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the

party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.5 Survival. The provisions of Sections 8.1 through 8.4, inclusive, shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the

Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Orange County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Orange County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment

of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided and sold to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein.

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

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes, walk-outs, boycotts, similar obstructive actions or other labor difficulties beyond the party's control, government regulations, court actions (such as restraining orders or injunctions), market wide shortages of labor, materials or supplies, delays caused by the CITY, any utility company, or other governmental or quasi-governmental entities in approving entitlements, permits, and other authorizations as well as conducting inspections needed for timely completion of a party's

obligations, provided that neither the ordinary and customary processing time shall not be considered a delay; and other similar matters or causes beyond the reasonable control of a party but excluding such party's financial inability to perform the obligation. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended for more than five (5) additional years under any circumstances.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the

provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the City Manager, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

KB HOME COASTAL INC.,
a California corporation

By: _____
Name: Stephen J. Ruffner
Its: President

Dated: _____

CITY

CITY OF STANTON, a California
municipal corporation

By: _____
Mayor

Dated: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

City Council

Items 15D / 15E / 15G

15D:

“DISCUSSION REGARDING REVIEW OF THE ORANGE COUNTY SHERIFF’S DEPARTMENT CONTRACT”

15E:

“DISCUSSION REGARDING FORMATION OF AN AD-HOC COMMITTEE (STANTON ECONOMIC RECOVERY ADVISORY COMMITTEE)”

15G:

“DISCUSSION REGARDING THE CENSURING OF MAYOR DAVID J. SHAWVER”

City Council Initiated Items.

(This items do not contain a staff report)

City Council

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To: City Manager and City Clerk
From: Planning Division
Date: April 14, 2020
Re: Residential Parking Memo

At the request of Mayor Pro Tem Warren, staff has prepared this memo to provide an overview of Stanton Municipal Code (SMC) related to residential parking requirements.

At a public hearing on May 28, 2013, the City Council adopted Ordinance No. 1017 which provided a comprehensive update to Title 20 of the Stanton Municipal Code, commonly referred to as the Zoning Code. Included in the Zoning Code update were revisions to the City's parking requirement for residential uses. At the time, the availability of off-street parking was of concern. To address the issue, the Zoning Code update eliminated the previous parking standard of two parking spaces for single family dwelling units and two parking spaces with one guest parking space for every three units for multifamily units. Where the previous zoning code required only two parking spaces per unit no matter the number of bedrooms of the unit, current zoning code requirements are based on the number of bedrooms in a dwelling unit. For example, a two bedroom multi-family unit requires 2.75 parking spaces and a three bedroom multi-family unit requires 3.5 parking spaces.

Staff also researched the residential parking requirements for neighboring cities. The following cities were researched: Anaheim, Buena Park, Cypress, Garden Grove, Los Alamitos and Westminster. Based on staff's research, the parking requirements in Stanton are the highest compared to the surrounding researched cities. For example, the City of Anaheim has a requirement of three parking spaces for three bedroom multi-family dwelling units with no requirement for guest parking. Whereas, the City of Stanton requires the same unit to provide 3.5 parking spaces with a guest parking requirement of one space for every three dwelling units. A comparison of parking requirements can be found in the attached matrix.

Number of Parking Spaces Required for Residential Uses		
City	Single Family	Multi-Family
Anaheim	5 or fewer bedrooms: 4 spaces (2 in a garage); 1 additional space per bedroom	Studio: 1.25 spaces 1 Bedroom: 2 spaces 2 Bedroom: 2.25 spaces 3 Bedroom: 3 spaces + Additional Bedroom: 0.5 spaces
Buena Park	RS-6 Zone and RS-8 Zone: 2 garage spaces RS-10 Zone and RS-16 Zone: 3 garage spaces	RM-10 Zone and RM-20 Zone 0 to 1 bedroom: 2 spaces (1 covered) 2 bedroom: 2.5 spaces (1 covered) 3 or more bedroom: 3 spaces (1 covered)
Cypress	3 or fewer bedrooms: 2 garage spaces 4 or more bedrooms: 3 garage spaces	Studio: 1 garage space 1 Bedroom: 1 garage space + 0.5 open space 2 Bedroom: 2 garage spaces 3 Bedroom: 2 garage spaces + 0.5 open space Guest: 0.25 spaces per unit
Garden Grove	4 or fewer bedrooms: 4 spaces (2 in a garage) 5-7 bedrooms: 6 spaces (3 in a garage) More than 7 bedrooms: 8 spaces (4 in a garage)	Fewer than 50 units (adjacent to a major, primary, or secondary arterial street): Up to 3 bedrooms: 2.75 spaces 3 or more bedrooms: 3.5 spaces Fewer than 50 units (not adjacent to a major, primary, or secondary arterial street): Up to 3 bedrooms: 2.5 spaces 3 or more bedrooms: 3.25 spaces 50 units or more (adjacent to a major, primary, or secondary arterial street): Up to 3 bedrooms: 2.75 spaces 3 or more bedrooms: 3 spaces 50 units or more (not adjacent to a major, primary, or secondary arterial street): Up to 3 bedrooms: 2.5 spaces 3 or more bedrooms: 2.75 spaces
Los Alamitos	4 or fewer bedrooms: 2 covered spaces 5 or more bedrooms: 3 covered spaces	Studio: 1.5 spaces 1 bedroom: 2 spaces 2 bedroom: 2.75 spaces 3 bedroom: 3.5 spaces 4 bedroom or more: 4 spaces + 0.5 per additional bedroom

Stanton	1 bedroom: 2 enclosed spaces 2 bedroom: 3 spaces (at least 2 enclosed) 3-4 bedrooms: 4 spaces (at least 2 enclosed) 5+ bedrooms: 4 spaces (at least 2 enclosed) + 0.5 spaces per additional bedroom	Studio: 1 space 1-bedroom: 2 spaces 2-bedroom: 2.75 spaces 3-bedroom: 3.5 spaces 4 or more bedrooms: 4 spaces + 0.5 per additional bedroom Guest Parking: 1 space for every 3 dwelling units
Westminster	4 or fewer bedrooms: 4 spaces (2 in a garage) 5-7 bedrooms: 6 spaces (3 in a garage)	Studio to 1 bedroom: 1 enclosed space + 0.5 open space 2 bedroom: 1 enclosed space + 1 open space 3 or more bedroom: 2 enclosed spaces + 0.5 open spaces

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